

FARGO CITY COMMISSION AGENDA
Monday, December 16, 2019 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, December 2, 2019).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Regarding Vehicles for Hire.
- 2. 2nd reading and final adoption of an Ordinance Relating to Classification of Ordinance Violations; 1st reading 12/2/19.
- 3. Applications for Games of Chance:
 - a. Vietnam Veterans of America Chapter 941 for a raffle on 3/22/20.
 - b. Boosters of North Dakota Elite for a raffle on 1/5/20.
 - c. Kelly Jacobson Benefit for a raffle and bingo on 1/25/20; Public Spirited Resolution.
 - d. Fargo Post 2 Baseball Club for a calendar raffle from 7/1/20 to 8/30/20.
- 4. Lease Agreement with the Metro Flood Diversion Authority.
- 5. Access Agreement with the Municipal Airport Authority.
- 6. Engineering Technician I Agreements with Peggy Amsbaugh and Dana Johnson.
- 7. Change Order No. 4 for an increase of \$2,682.08 for Project No. UR-19-A1.
- 8. Final Balancing Change Order No. 2 for an increase of \$696.98 for Project No. UR-18-A1.
- 9. Negative Final Balancing Change Order No. 5 in the amount of -\$15,861.46 for Project No. SN-18-C2.
- 10. Contract Amendment No. 1 with Flint Group in the amount of \$30,615.00 for Project No. MS-19-B0.
- 11. Reimbursement to Designer Homes in the amount of \$26,904.65 for the repair and backfill of the old borrow site located at 5914 31st Street South.
- 12. Contract Amendment No. 2 with Moore Engineering in the amount of \$502,283.22 for Project No. FM-16-A0.
- 13. Bid advertisement for Project No. UR-19-E.

14. Reimbursement of the full cost of aggregate backfill for the identified lots in Prairie Farms Addition.

15. Receive and file General Fund – Budget to Actual through November 2019 (unaudited).
16. Set December 30, 2019 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 18 8th Avenue North.
17. Resolution Authorizing the Issuance of a Promissory Note (Subject to Budget Appropriation); Approving Certain Actions and Approving Forms of Loan Documents Required in Connection Therewith.
18. Resolution approving Plat of Urban Plains by Brandt Fourth Addition.
19. Bid award for winter pruning operations (RFP19173).
20. Direct the City Attorney to work with staff to update the boundary definitions for the Central Business District and the Downtown Business District in Chapters 8, 10, 11 and 18 of the Fargo Municipal Code.
21. Direct the City Attorney to prepare the necessary Ordinance or Amendment to an existing Ordinance that will remove parking from streets/avenues after four or more inches of snow have fallen and the Mayor declares a Snow Emergency.
22. Sole Source Procurement with New Flyer Industries and Cummins NP for vendor specific parts and service (SSP19192 and SSP19193).
23. Agreement with Genfare, a division of SPX Corporation for the farebox upgrade (SSP19146).
24. Change Order No. 15 for an increase of \$2,475.00 for Project No. SW16-03 Phase II (mechanical contract).
25. Change Order No. 1 in the amount of -\$12,985.80 for Project No. WA1510 (electrical contract).
26. Contract and Bond for the Reconditioning of Water Tower Nos. 4 and 7.
27. Bid award for Project No. WW1904 (Sanitary Lift Station Nos. 24 and 32 improvements).
28. Change Orders for the Police Department Remodeling Project at the BSE Building:
 - a. No. 3 for an increase of \$24,340.00 for the general contract.
 - b. No. 3 for an increase of \$2,068.00 for the mechanical contract.
 - c. No. 3 for an increase of \$11,100.28 for the electrical contract.
29. Bills.
30. Encroachment Removal Agreement with Block 6 Apartments, LLP and Fancy Land, LLC for Improvement District No. BR-19-A.
31. Encroachment Removal Agreement with 608 Main Ave, LLC.
32. Final Balancing Change Order No. 5 for an increase of \$3,804.87 for Improvement District No. BR-17-F1.

Page 33. Negative Final Balancing Change Order No. 6 in the amount of -\$54,479.60 for Improvement District No. DN-18-A1.

34. Negative Final Balancing Change Order No. 4 in the amount of -\$64,935.91 for Improvement District No. AN-19-G1.

35. Concur with NDDOT for bid award of Improvement District No. BR-19-A1.

REGULAR AGENDA:

36. Update on the TapRide Service to the Industrial Park.

37. Public Hearings - 5:15 pm:

a. CONTINUE to 1/27/20 - Alley Vacation of the alley between Lot 12, Block 26 and a part of Lot 7 and all of Lots 8-12, Block 25, Roberts Second Addition (1001 NP Avenue North and 28 10th Street North); approval recommended by the Planning Commission on 7/2/19; continued from the 8/12/19, 8/26/19, 10/21/19 and 11/18/19 Regular Meetings.

38. Applications for property tax exemptions for improvements made to buildings:

- a. Wade and Bryce Johnson, 3013 Maple Street North (3 year).
- b. Kwangsoo Park and Eunhee Noh, 3513 22nd Street South (3 year).
- c. Ronald J. and Elizabeth I. Thompson, 2540 26th Avenue South (3 year).
- d. Chris E. Anderson and Allison J. Clapp, 2920 28th Avenue South (3 year).
- e. Hosch Holdings LLC, 2402 8th Avenue North (3 year).
- f. Michael M. Thomas and Molly Vold-Thomas, 1720 8th Street South (5 year).
- g. Travis M. and Tiffany R. Stewart, 3407 Peterson Parkway North (5 year).
- h. Barbara M. Rawlings, 3302 Elm Street North (5 year).
- i. Haven Homes LLC, 1011 11th Avenue North (5 year).
- j. Randey K. and Joan L. Holmlund, 1534 6th Street South (5 year).
- k. Steven G. Anderson, 1002 4th Street North (5 year).
- l. Gary C. Tollefsrud, 1626 6th Avenue South (5 year).

39. Appointments to the City Hall-Auditorium Commission.

40. Recommendation to approve the 2020 Capital Improvement Plan and the 2021-2023 Federal Aid, Arterial and Water Main Replacement Projects.

41. Recommendation to approve the Projects, as presented, for submittal to Metro COG for inclusion in the City's applications to the NDDOT for funding in 2022 and 2024.

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 www.FargoND.gov/citycommission

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

December 12, 2019

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

RE: Vehicles for Hire License Moratorium

Dear Commissioners,

Attached for your consideration please find a Moratorium Ordinance regarding the suspension of the issuance of Vehicle for Hire Licenses. As you will recall, at your meeting on November 28, 2019, I presented a letter request for this moratorium, and outlined a number of concerns that have been raised regarding the licensing of taxi services. Existing licensees have been notified of the continuation of their licenses until March 31, 2020, and a public meeting to discuss the issues has been scheduled for January 9, 2020. I present this Moratorium Ordinance to you now for memorialization of the previous action taken by this Commission in furtherance of the safety and welfare of the traveling public.

SUGGESTED MOTION: I move to waive the receipt and filing of the enclosed ordinance one week prior to first reading and that this be the first reading of A Moratorium Ordinance Regarding the Suspension of the Issuance of Business Licenses Pursuant to Article 25-04 Regarding Vehicles for Hire.

Please feel free to contact me with any questions or concerns.

Sincerely,



Nancy J. Morris
Assistant City Attorney

Enclosure

cc: Steve Sprague

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

**A MORATORIUM ORDINANCE REGARDING THE SUSPENSION OF THE
ISSUANCE OF BUSINESS LICENSES PURSUANT TO ARTICLE 25-04
REGARDING VEHICLES FOR HIRE**

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

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

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

WHEREAS, Article 25-04 of the Fargo Municipal Code addresses various matters regarding Vehicles for Hire; however, since the last amendment to the Ordinance, approved under the provisions of said Article, certain technology has become available for ride hailing services and the Ordinance revisions in 2015 fail to adequately address public safety in said Article; and,

WHEREAS, the Board of City Commissioners hereby finds that present requirements and oversight for said Vehicle for Hire business license creates a legitimate concerns about safety and about the orderly and appropriate operation of such business; and,

WHEREAS, the Board of City Commissioners has requested that the City Auditor's office work toward the development of a proposal to revise Article 25-04 of the Fargo Municipal Code, which proposal is likely to contain language specifically addressing the licensing and enforcement of Vehicle for Hire services within the City of Fargo; and,

WHEREAS, it is expected that the City Auditor's office will have a proposal for revisions to the Vehicle for Hire Ordinance and regulations for presentation to the Board of City Commissioners before the end of February, 2020, and that the Board of City Commissioners will thereafter be in a position to take action on said proposal or any others that may be presented; and,

WHEREAS, until the Board of City Commissioners is in a position to take action on such a proposal, it is necessary and appropriate to modify the city ordinances to

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 suspend the issuance of new Vehicle for Hire licenses, and to extend the existing licenses
2 for a short period of time; and,

3 WHEREAS, the Board of City Commissioners deems it necessary and
4 appropriate to implement revisions to the City of Fargo ordinances by the adoption of this
5 ordinance; and,

6 WHEREAS, the Board of City Commissioners finds this moratorium promotes
7 the public good and safety, and is necessary for the protection of public health, property,
8 safety and welfare, and the public will be best served by the immediate implementation
9 of this moratorium.

10 NOW, THEREFORE, Be It Ordained by the Board of City Commissioners of the
11 City of Fargo:

12 Section 1. Moratorium Enactment.

13 The recitals set forth above are hereby adopted as the findings of the Board of City
14 Commissioners and are the basis for the immediate suspension of the issuance of new
15 business license applications under Article 25-04 of the Fargo Municipal Code, Vehicles for
16 Hire, until no later than March 31, 2020. There are presently no license applications
17 pending. Licenses in effect and existing shall continue in full force and effect until March
18 31, 2020, at which time the licenses are subject to renewal in the normal course.

19 Section 2. Effective Date.

20 This ordinance shall be in full force and effect immediately upon its approval and
21 shall remain in full force and effect until March 31, 2020, unless extended pursuant to law or
22 until enactment of revisions to Article 25-04 of the Fargo Municipal Code, whichever shall
23 first occur.

Timothy J. Mahoney, M. D., Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:

Steven Sprague, City Auditor

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 01-0305, OF ARTICLE 01-03 OF CHAPTER 01 OF THE FARGO MUNICIPAL CODE RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 01-0305 of Article 01-03 of Chapter 01 of the Fargo Municipal Code is hereby amended to read as follows:

* * *

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

1. For a violation of the following ordinances, a fee of \$5.00.
Section 8-1412 (riders/passengers restricted), section 8-1413 (riding on roadway/bike paths—restrictions), section 8-1414 (operate bicycle too fast for conditions), section 8-1416 (carrying packages—restrictions), section 8-1419 (equipment on bicycles), section 8-1420 (bicycles—age restrictions).
2. For a violation of the following ordinances, a fee of \$20.00.
~~Section 8-0105 (driving wrong way on one way street), section 8-0106 (obey~~

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FARGO, NORTH DAKOTA

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temporary traffic sign/barrier), section 8-0113 (unlawful use of skates/coasters),
~~section 8-0303(B) (parent/guardian allow unlicensed/under 16 to drive), section 8-~~
~~0303(C) (owner allowing unlicensed/under 16 to drive), section 8-0304~~
 (registration card to be carried in the driver's compartment— inspection of card),
 section 8-0305(a)(1), section 8-0305(A)(4) (current registration required), ~~section~~
~~8-0305(B) (current license required), section 8-0306 (violation of restricted~~
~~license), section 8-0316 (permit unauthorized person to drive), section 8-0318~~
 (operating motor vehicle on bicycle trail), section 8-0323 (license to be carried and
 exhibited on demand), ~~section 8-0403 (disobey traffic control device (barricade)),~~
~~section 8-0405 (traffic control signals), section 8-0406 (pedestrian-control signal),~~
~~section 8-0407 (flashing signals), section 8-0411 (alter traffic or railroad sign),~~
 section 8-0412 (display unauthorized signs, signals or marking), ~~section 8-0506~~
~~(impeding traffic), article 8-06 (regulating turning movements), section 8-0707~~
 (pedestrian crossing street where prohibited), section 8-0709(A) (pedestrian
 walking in roadway), section 8-0710 (pedestrian soliciting rides or business),
 section 8-0712 (pedestrian obstructing traffic), section 8-0901 (fail to display
 flag/light rear of load), section 8-0902 (improper tires), section 8-0903 (improper
 horn), section 8-0904 (brakes required), section 8-0905 (mirrors required), section
 8-0906 (obstructed vehicle windshield/windows), section 8-0907 (windshield
 wipers required), 8-0908 (mufflers/exhaust system required), section 8-0909
 (leaking or loose load), section 8-0910 (lights/lamps fail to conform to state law),
 section 8-0911 (fail to display lighted lamps), section 8-0913 (illegal spotlights),
 section 8-0914 (improper towing connection), section 8-0915 (reflectors/taillight
 required on trailer), section 8-0916 (flashing lights prohibited), section 8-0917
 (illegal light on vehicle), section 8-0919(A) (riding on exterior of vehicle), section
 8-0919(B) (more passengers than capacity), section 8-0919 (C) (allow body to
 protrude from moving vehicle), section 8-0928 (modified suspension system),
 section 8-0929 (driving of vehicle in unsafe condition unlawful), section 8-1003
 (A) thru (J) and (L) thru (S) (stopping, standing, parking prohibited in specific
 places), ~~section 8-1010 (motor vehicle left unattended —brakes to be set, engine~~
~~stopped, and keys removed), section 8-1011 (drive or park on private property),~~
 section 8-1013 (improper parking/obstructing traffic), ~~section 8-1111 (vehicle~~
~~required to stop at railroad crossing), section 8-1201 (following too closely),~~
~~sections 8-1202 thru 8-1218(D) (general rules of the road), section 8-1301(A)~~
 (following fire apparatus), section 8-1301(B) (driving vehicle within block of fire
 apparatus), ~~section 8-1301(C) (driving over fire hose), section 8-1301(D) (driving~~
~~through/around barricade), section 8-1302 (driving through parade/funeral~~
 procession), section 8-1304 (failure to obtain parade permit), ~~section 8-1305~~

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(driving vehicle on sidewalk), section 8-1306 (improper backing), section 8-1307 (opening and closing vehicle doors), ~~8-1308 (helmet required—operator/passenger)~~, section 8-1309 (number of riders on motorcycle limited), section 8-1310 (clinging to a vehicle or allowing same), section 8-1311 (improper start of parked vehicle), section 8-1313 (unlawful riding on vehicle), section 8-1315 (unlawful towing), section 8-1316(A) (operating motor vehicle with view obstructed by load/passengers), section 8-1316(B) (passenger obstructing driver's view), section 8-1317 (coasting vehicle on downgrade prohibited), section 8-1318 (littering), section 8-1319 (unlawful operation of motor vehicle private property), section 8-1320(A) (operating snowmobile under 16 or allowing when prohibited), section 8-1320(B) (operating snowmobile in restricted area), section 8-1321 (use of seat belts required), section 8-1410 (traffic laws apply to persons riding bicycles), section 8-1411 (bicyclist to obey traffic control devices), section 8-1418 (riding bicycle on sidewalks-restrictions), section 8-1422 (bicycle accidents), section 8-1804 (driving through school patrols), section 8-1902 (cruising prohibited), article 8-20 (motorized scooters).

3. For a violation of the following ordinance, a fee of \$25.00. ~~Section 8-0931 (child restraint devices required)~~, ~~& Section 10-0103(B) (tobacco possession by minors prohibited)~~.

4. ~~For a violation of the following ordinances, a fee of \$30.00. Section 8-0301 (failure to have vehicle under control), section 8-03013 (careless driving), section 8-0501 (speed care required).~~

45. For a violation of the following ordinances a fee of \$40.00. Section 8-0105 (driving wrong way on one-way street), section 8-0106 (obey temporary traffic sign/barrier), section 8-0303(B) (parent/guardian allow unlicensed/under 16 to drive), section 8-0303(C) (owner allowing unlicensed/under 16 to drive), section 8-0305(B) (current license required), section 8-0306 (violation of restricted license), section 8-0316 (permit unauthorized person to drive), section 8-0403 (disobey traffic control device (barricade)), section 8-0405 (traffic control signals), section 8-0407 (flashing signals), section 8-0506 (impeding traffic), article 8-06 (regulating turning movements), section 8-1010 (motor vehicle left unattended—brakes to be set, engine stopped, and keys removed), section 8-1011 (drive or park on private property), section 8-1018 (taking on or discharging passengers), section 8-1111 (vehicle required to stop at railroad crossing), section 8-1201 (following too closely), sections 8-1202 thru 8-1218(D) (general rules of the road), section 8-1301(C) (driving over fire hose), section 8-1301(D) (driving through/around barricade), section 8-1305 (driving vehicle on sidewalk), section 8-

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1306 (improper backing), 8-1308 (helmet required— operator/passenger), section 8-1309 (number of riders on motorcycle limited), section 8-1310 (clinging to a vehicle or allowing same), section 8-1313 (unlawful riding on vehicle), section 8-1315 (unlawful towing), section 8-1316(A) (operating motor vehicle with view obstructed by load/passengers), section 8-1316(B) (passenger obstructing driver's view), section 8-1319 (unlawful operation of motor vehicle private property), section 8-1321 (use of seat belts required), section 8-1804 (driving through school patrols), section 8-1415 (right-of-way emerging from alley or driveway), section 8-1417 (parking restriction).

56. For a violation of the following ordinances, a fee of \$50.00. Section 8-0116 (failure to yield to emergency vehicle), section 8-0311 (open container), section 8-0317(B)(2) (exhibition driving), ~~section 8-0702 (fail yield right of way pedestrian)~~, section 8-0801 (immediate notice of accident), ~~section 8-0931 (child restraint devices required), section 8-1108(A) (disobey signal of approaching train), section 8-1108(B) (driving thru/around railroad crossing gate), section 8-1110 (disobey railroad stop sign), section 8-1218(F) (unlawful passing of school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), 8-1219 (use of motor vehicle), section 10-0311(C) (panhandling within the city of Fargo).~~

67. For a violation of the following ordinances, a fee of \$60.00. ~~Section 8-0301 (failure to have vehicle under control), section 8-0313 (careless driving), section 8-0501 (speed-care required), sSection 8-0505 (special speed limitation on bridges), section 8-0409 (traffic engineer to establish ad design public carrier stops and stands).~~

78. For a violation of the following ordinances, a fee of \$100.00. ~~Section 8-0321 (use of a wireless communication device prohibited), section 8-1003(K) (parking in areas reserved handicap), section 8-0322 (Distracted Driving), section 8-0702 (fail yield right-of-way pedestrian), section 8-1108(A) (disobey signal of approaching train), section 8-1108(B) (driving thru/around railroad crossing gate), section 8-1110 (disobey railroad stop sign), section 8-1218(F) (unlawful passing of school bus), section 8-1218(G) (unlawful proceeding past bus in oncoming lane), section 10-0326 (urinating in public), section 25-1513(A) (selling/consuming alcohol in public), section 25-1513(B) (possessing/consuming alcohol in public building).~~

89. For a violation of the following ordinances, a fee of \$120.00. Section 11-0202 (unnecessary noise, prohibited), section 11-0204 (projection of

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sound unlawful), section 11-0205 (motorized vehicles— excessive noise), section 11-0205 Table 2(D) (motorized vehicles - compression brakes prohibited).

940. For a violation of the following ordinance, a fee of \$150.00.
Section 11-0814 (littering on private property).

10. For a violation of the following ordinance, a fee of \$200.00.
Section 8-0321 (use of a wireless communication device prohibited), section 8-0322 (Distracted Driving).

11. For a violation of 08-0502, a fee established as follows:

SPEED ZONES 55 mph or LESS:

1—5 miles over limit	\$105.00
6—10 miles over limit	\$105.00 plus \$24.00 /each mph over 5 mph over limit
11—15 miles over limit	\$240.00 plus \$24.00 /each mph over 10 mph over limit
16—20 miles over limit	\$3045.00 plus \$42.00 /each mph over 15 mph over limit
21—25 miles over limit	\$5025.00 plus \$63.00 /each mph over 20 mph over limit
26—35 miles over limit	\$840.00 plus \$63.00 /each mph over 25 mph over limit
36—45 miles over limit	\$1470.00 plus \$63.00 /each mph over 35 mph over limit
46+ miles over limit	\$2400.00 plus \$105.00 /each mph over 45 mph over limit

SPEED ZONES greater than 55 mph:

1-10 miles over limit	\$42.00 /each mph over limit
11 + miles over limit	\$240.00 plus \$10.005 /each mph over 10 mph over limit

SPEED ZONES greater than 65 mph: a fee of ~~ten five~~ dollars (~~\$105.00~~) for each mile per hour over the limit.

SPEEDING IN SCHOOL ZONE with children present:

1-10 miles over limit	\$840.00
11+ miles over limit	\$840.00 plus \$24.00 /each mph over 10 mph over limit

SPEEDING IN CONSTRUCTION ZONE - workers present and posted "Minimum fee \$80.00"

1-10 miles over limit	\$80.00
11+ miles over limit	\$80.00 plus \$2.00 /each mph over 10 mph over limit

ORDINANCE NO. _____

Section 2. Penalty.

Section 3. Effective Date.

Timothy J. Mahoney, M.D., Mayor

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 OFFICE OF ATTORNEY GENERAL
 SFN 9338 (08/2019)

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

Name of Nonprofit Organization or group of people permit is issued to Vietnam Veterans Of America Chapter 941	Date(s) of Activity 12/16/2019 to 3/22/2020	For a raffle, provide drawing date(s): March 22nd 2020	
Person Responsible for the Gaming Operation and Disbursement of Net Income David Gill	Title Treasurer	Business Phone Number (701) 200-8785	
Business Address Po Box 7327	City Fargo	State ND	Zip Code 58106-7327
Mailing Address (if different) 2411 36th St S	City Moorhead	State MN	Zip Code 56560-8149
Name of Site Where Game(s) will be Conducted DELTA HOTEL	Site Address 1635 42nd St S.W.		
City FARGO	State ND	Zip Code 58103	County CASS
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	1975 Sportster	\$6,000.00			
Raffle	\$500 Cash	\$500.00			
Raffle	\$250 Cash	\$250.00			
Total:					(Limit \$40,000 per year) \$ 6,750.00

Intended uses of gaming proceeds: To provide programs and services that improve the well-being of all veterans and their families.

Does the organization presently have a state gaming license? ☒ 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? ☐ 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? ☒ 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 <i>David Gill</i>	Date 12.5.19	Title President VVA 941	Business Phone Number 218-236-0959
--	------------------------	-----------------------------------	--

(36)
OR RES

✓ 4818
25.00
12/11/19

* ☐ Restricted Event Permit (one event per year)

Name of Nonprofit Organization or group of people permit is issued to Boosters Of North Dakota Elite		Date(s) of Activity 1/5/2020 to 1/5/2020		For a raffle, provide drawing date(s): 01-05-20	
Person Responsible for the Gaming Operation and Disbursement of Net Income Andrea Olson		Title President		Business Phone Number (701) 200-8457	
Business Address 758 34th St N, Suite N		City Fargo		State ND	Zip Code 58102-0000
Mailing Address (if different) Po Box 298		City West Fargo		State ND	Zip Code 58078-0000
Name of Site Where Game(s) will be Conducted South High School		Site Address 1840 15th Ave S			
City Fargo		State ND	Zip Code 58103-0000	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

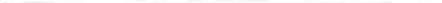
Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	1/2 the money from tickets sales	\$250.00
Raffle basket	cooking / baking	\$25.00
Raffle basket	summer fun	\$25.00
Raffle basket	BBQ	\$25.00
Raffle basket	Elite	\$25.00
Raffle basket	Bison	\$50.00
Raffle basket	Game night	\$50.00
Raffle basket	Movie night	\$50.00
Raffle basket	Pampered chef	\$75.00
Total:		(Limit \$40,000 per year) \$ 1,075.00

Intended uses of gaming proceeds: Proceeds will be used for dance costumes and competition fees.

Does the organization presently have a state gaming license? ☒ 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? ☒ 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? ☐ No ☒ Yes-If "Yes," indicate the total value of all prizes previously awarded: \$ 1500.00. This amount is part of the total prize limit of \$40,000 per year.

Signature of Organization or Group's Top Official 	Date 12/10/2019	Title Board President	Business Phone Number (701) 200-8457
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**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**

OFFICE OF ATTORNEY GENERAL

SFN 9338 (08/2019)

300
\$25.00
Cass
12-10-19

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

Name of Nonprofit Organization or group of people permit is issued to Kelly Jacobson Benefit	Date(s) of Activity 7/1/20 to 7/25/20	For a raffle, provide drawing date(s): 7/25/2020	
Person Responsible for the Gaming Operation and Disbursement of Net Income Brenda L Podetz	Title Chairperson	Business Phone Number (701) 495-0110	
Business Address 905 16th St S	City Fargo	State ND	Zip Code 58103-3050
Mailing Address (if different)	City Fargo	State ND	Zip Code
Name of Site Where Game(s) will be Conducted El Zagal Shrine	Site Address 1429 3rd St N		
City Fargo	State ND	Zip Code 58103-0000	County Cass
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit. <input checked="" type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Bingo	Cuts of Meat	50 \$10.00
Bingo	Gift Cards	200 \$20.00

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	1/2 of Amount	\$500.00
Bingo	Cuts of Meat	100 \$20.00

Total: (Limit \$40,000 per year) \$1850 ~~\$20.00~~

Intended uses of gaming proceeds: Medical expenses for Kelly Jacobson

Does the organization presently have a state gaming license? ☒ 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? ☒ 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? ☒ 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 <i>Brenda L Podetz</i>	Date 12/9/2019	Title Chairperson	Business Phone Number (701) 495-0110
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3d

V 5859
25.00
MIT 12/12/19

Name of Nonprofit Organization or group of people permit is issued to Fargo Post 2 Baseball Club		Date(s) of Activity 7/1/2020 to 8/30/2020		For a raffle, provide drawing date(s): 1 Jul to Aug 30, 2020	
Person Responsible for the Gaming Operation and Disbursement of Net Income Ned Clapp		Title Bookkeeper		Business Phone Number (218)790-6324	
Business Address PO Box 2664		City Fargo		State ND	Zip Code 58108-2664
Mailing Address (if different)		City		State	Zip Code
Name of Site Where Game(s) will be Conducted Jack Williams Stadium		Site Address 1137 Elm Street			
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.					
<input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input checked="" type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels *					

Game Type	Description of Prize	Retail Value of Prize
Calendar Raffle	Cash	\$ 4,350.00

Game Type	Description of Prize	Retail Value of Prize

(Limit \$40,000 per year)

Total: \$ 4,350.00

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

Signature of Organization or Group's Top Official	Date 12-12-19	Title Bookkeeper	Business Phone Number (218)790-6324
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December 16, 2019

To: Board of City Commissioners
Fr: Michael Redlinger, Assistant City Administrator
Re: City of Fargo/Metro Flood Diversion Authority Lease Agreement – Civic Center Offices

City staff has identified the Metro Flood Diversion Authority (MFDA) as a prospective tenant to lease a portion (2,880 square feet) of the former City Commission/Administration Office in the Fargo Civic Center. The proposed lease agreement is for a two-year term, with an option for a one-year extension. The City Attorney's Office and City staff have developed a draft lease agreement, a copy of which is attached for the City Commission's consideration and approval. The Flood Diversion Board of Authority will consider the agreement at its December 19, 2019 meeting.

The salient business points of the MFDA lease agreement include:

- **Term:** Two-year lease agreement commencing January 1, 2020, with an option for a one-year extension.
- **Rent:** \$3.50 per square foot, amounting to \$10,080 annually (\$840 monthly). Rent will be inclusive of common area maintenance expenses, and no additional CAM charge will be collected.
- **Parking:** Parking to be available in the former Police Department surface parking lot located at 222 4th St. N.
- **Insurance:** Public liability and casualty insurance to be maintained for the premises by the Lessee and Lessor, respectively.
- **Conference Rooms:** MFDA will have exclusive use of the former River Room in its office suite. MFDA will be provided access to the former Commission Room for meetings and public events, along with the other Civic Center tenants.
- **Consent to City Lease:** MFDA consents to the City leasing approximately 400 square feet of the former City Commission/Administration Office to Interstate Parking (the former Commission cubicle area).
- **Subletting:** MFDA may not sublet the premises to other entities.

Recommended Action: Approve the proposed City of Fargo/Metro Flood Diversion Authority lease agreement.

Attachment: Draft Lease Agreement – City of Fargo/Metro Flood Diversion Authority

LEASE AGREEMENT
City of Fargo/Metro Flood Diversion Authority

THIS AGREEMENT is made and entered into effective the 1st day of January, 2020, by and between CITY OF FARGO, a North Dakota municipal corporation (hereinafter called "Lessor" or "City") and Metro Flood Diversion Authority, a political subdivision created by joint powers agreement dated as of June 1, 2016, as the same was preceded by a limited joint powers agreement and as the same may have been amended, (hereinafter called "Lessee" or "DIVERSION AUTHORITY").

RECITALS:

- A. City is the owner of real property and a building located on City-owned property commonly referred to as the Civic Memorial Auditorium, the second floor of which building is configured as office space. City desires to lease approximately 2880 square feet, not including common area, on the second floor of the building to DIVERSION AUTHORITY. The square footage will hereinafter be referred to as the "subject property," "premises" or "demised premises."
- B. Lessee desires to lease the subject property for use as offices.
- C. Lessor desires to lease the space to Lessee for that use.

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

ARTICLE I
Premises and Terms

Section 1.1. Leased Premises.

Lessor does hereby lease unto Lessee the following premises:

Two Thousand Eight Hundred Eighty square feet (2880 s.f.) of space on the second floor of the Civic Memorial Auditorium building located in the 200 block of 4th Street North, in Fargo, North Dakota. A copy of the floor plan outlining DIVERSION AUTHORITY's leased space, denoted as "Suite A", is attached to this agreement as Exhibit "A" and is incorporated by reference hereto.

Section 1.2. Use of Premises.

The premises shall be used and occupied by DIVERSION AUTHORITY as office spaces and for related purposes.

Section 1.3. Term of Lease, Option to Extend.

- 1.3.1. This Lease shall be for a term of two (2) years commencing on January 1, 2020 and ending on December 31, 2021.
- 1.3.2. This lease shall be extended at the option of the Lessee for one (1) additional term of one year upon written notice to City by DIVERSION AUTHORITY delivered on or before July 1, 2021. References herein to "this Lease" or "this Agreement" shall be deemed to include any such extensions.

ARTICLE II
Rent and Common Area Maintenance Charges

Section 2.1. Rent.

1. Lessee shall pay in advance monthly rent in the sum of \$840.00, said sum including an allocation for common area maintenance, payable on the 1st of each month commencing with January 1, 2020, throughout the term of this lease and including the one-year option period, it exercised by the DIVERSION AUTHORITY.

ARTICLE III
Improvements, Conditions and Maintenance
of the Demised Premises

Section 3.1. Care and Repair of the Demised Premises.

3.1.1. Lessor maintenance. Subject to the Lessor's right to terminate the lease rather than undertake repairs, Lessor, at its sole expense, shall make all repairs to the structure, including the roof, of the Demised Premises (except those caused by the negligence of Lessee or by an intentional act of Lessee). However, Lessor shall not be required to make any repairs if Lessee is obligated to make them under paragraph 3.2.1 below. Lessee shall promptly notify Lessor of the necessity of any repairs of which Lessee has knowledge and for which Lessor may be responsible under this section.

Lessor shall be responsible for maintenance of the exterior of the building and common area, including all electric wiring and plumbing serving the common area at Lessor's expense.

3.1.2. Lessee maintenance. Lessee shall take good care of the Demised Premises, and, shall be responsible for the cost of all repairs to electric wiring, plumbing, heating and air-conditioning facilities and the fixtures, equipment and appurtenances therein except those repairs required to be made by Lessor under paragraph 3.1.1, above. As to such repairs made to the building as a whole, Lessee shall proportionately share the

responsibility for such cost with other tenants of the Building. Lessee shall be responsible for the cost of all repairs to the Demised Premises when needed to preserve them in good working order and condition. All damage to the structure and/or roof of the Demised Premises caused by the negligence of Lessee or by an intentional act of Lessee shall be the responsibility of Lessee. All damage or injury to the Demised Premises and its fixtures, glass, appurtenances, and equipment or to the Building or its fixtures, glass, appurtenances, and equipment caused by Lessee moving property in or out of the Building or by installation or removal of furniture, fixtures, or other property, be repaired, restored, or replaced promptly by Lessee to the reasonable satisfaction of Lessor at Lessee's expense. All repairs and restorations or replacement required in connection therewith shall be of quality and class at least equal to the original work or installations and done in a good and workmanlike manner.

3.1.3. Unless approved in writing otherwise, Lessor shall perform all repairs to the Demised Premises. Lessor shall make such repairs in a timely manner.

Section 3.2 Services and Equipment

3.2.1 Lessor services. So long as Lessee is not in default under any provision of this Lease, Lessor, at its expense, shall:

3.2.1.1 Supply water and sewer.

3.2.1.2 Provide standard cleaning services for the Common Areas of the Building, except on Saturdays, Sundays and holidays, similar to first class office buildings in the area.

3.2.1.3 Furnish hot and cold water for drinking purposes.

3.2.1.4 Provide non-exclusive access to the copy-room, with kitchen amenities, located adjacent to the demised premises, said access shared with other adjacent or nearby tenants of the City, including Interstate Parking Company of North Dakota, LLC, and Downtown Community Partnership.

3.2.1.5. So long as it remains open and available for use, Lessor will provide Lessee with access and use of the former City Commission room located near the end of the ramp leading east of the demised premises, and the pre-function lobby and space immediately adjacent to the main entrance to the former City Commission room.

3.2.2 Lessee services and expenses. Lessee shall be responsible for all cleaning of the demised premises, including the cost thereof.

Section 3.3. Alterations, Installation, Fixtures.

Except as hereinafter provided, Lessee shall not make any alterations, additions or improvements in or to the demised premises or add, disturb or in any way change the plumbing or wiring therein [hereinafter referred to as "alterations"] without the prior written consent of the Lessor. Any such approved alterations to the demised premises shall be made by, or under the control of, Lessor unless otherwise approved. Plans for the same must be submitted to Lessor for approval at least ten (10) days prior to the proposed date for starting these alterations. In the event alterations are required by any governmental agency by reason of the use and occupancy of the demised premises by Lessee (including alterations, additions, or changes required for compliance with the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213, as amended (including administrative, judicial, and legislative interpretations, rulings, and clarifications relating thereto)), Lessee shall make such alterations at its own cost and expense after first obtaining Lessor's written approval of plans and specifications therefor and furnishing such indemnification as Lessor may reasonably require against liens, costs, damages and expenses arising out of such alterations. Alterations or additions by Lessee must be built in compliance with all laws, ordinances and governmental regulations affecting the premises and Lessee shall warrant to Lessor that all such alterations, additions or improvements shall be in strict compliance with all relevant laws, ordinances, governmental regulations and insurance requirements. Construction of such alterations or additions shall be commenced only upon Lessee obtaining and exhibiting to Lessor the requisite approvals, licenses and permits and indemnification against liens. All alterations, installations, physical additions or improvements to the demised premises by Lessee shall at once become the property of Lessor and shall be surrendered to Lessor upon the termination of this Lease; provided, however, this clause shall not apply to the movable equipment or furniture owned by Lessee which may be removed by Lessee at the end of the term of this Lease if Lessee is not then in default.

Section 3.4. Signs.

No sign, lettering, picture, notice or advertisement installed on or in any part of the premises and visible from the exterior of the subject property shall be allowed. Any sign, lettering, picture, notice or advertisement installed on or in any part of the premises or visible from the exterior of the demised premises shall be approved by Lessor in writing prior to installation and shall be installed at Lessee's sole cost and expense. Any signs shall be maintained by the Lessee at the Lessee's sole expense and shall be anchored to and removed from the building without causing any damage to the same and in a manner approved in writing by Lessor. In the event of a violation of the foregoing by Lessee, Lessor may remove the violation without any liability and may charge the expense incurred by such removal to Lessee. At the termination or expiration of this Lease, Lessee shall cause removal of all of its signs at its expense and shall repair any damage caused by the removal of the signs if requested to do so by Lessor.

Section 3.5. Surrender of Premises.

At the end of the term of this Lease and any renewals and extensions thereof, Lessee shall surrender the demised premises to lessor in clean condition and in as good a condition as at the completion of the initial construction and remodeling of the demised premises at the start of the Lease, reasonable wear and tear excepted.

Section 3.6 Parking.

Lessee's officers, employees and agents will be able to use the City-owned parking lot located adjacent to, and south and west of, the former police headquarters building, located at 222 4th Street North, recognizing that said parking lot will also be made available for use by one or more other tenants of the City, including Interstate Parking Company of North Dakota, LLC. In addition, Lessee shall also have reasonable use of available parking spaces in the City Hall public parking lot located west of, and adjacent to, City Hall for incidental parking for such things as meetings and other short-term periods.

Section 3.7 Limited Non-Exclusive Access to Demised Premises – City Lease with Interstate Parking.

Lessee acknowledges and consents to the City entering into a lease of 400 square feet, more or less, of office space adjacent to the demised premises (the former city commissioner cubicle room) to Interstate Parking Company of North Dakota, LLC (or an affiliate thereof). Lessee consents and agrees, therefore, that said Interstate Parking will obtain access to its leased premises by way of the same entrance used by Lessee to the demised premises and that Interstate Parking employees, agents, invitees and guests will also share access to the restroom facilities in the demised premises and will have shared access to the copy room (with limited kitchen amenities) adjacent to the demised premises. Lessee agrees to accommodate said shared access and use, as described, and to work with Interstate Parking to agree upon suitable arrangements for such shared access and use.

ARTICLE IV

Taxes

Section 4.1. Real Estate Taxes.

Lessor shall be responsible for payment of real estate taxes and installments of special assessments against the property which have been certified for collection during the term of this Lease, if any.

ARTICLE V

Utilities

Section 5.1. Lessor's Obligation for Utilities.

Lessor shall provide the means and conduits to supply water, electricity and sanitary sewer to the premises. Lessor shall not be liable for and Lessee shall not be entitled to, any abatement or reduction of rent by reason of Lessor's failure to furnish any of the foregoing utilities and services when such failure is caused by or results in casualties, riots, strikes, picketing, accidents, breakdowns or any other cause beyond Lessor's reasonable control.

Lessor shall pay, when due, all charges for utilities attributable to the premises, including heat, air conditioning, water, sewer, garbage and/or other utility charges or energy sources furnished to the demised premises during the term of this Lease, or any renewal or extension thereof.

ARTICLE VI

Lessor's Access to the Demised Premises

Section 6.1. Lessor's Access to Demised Premises.

The Lessee agrees to permit the Lessor and the authorized representatives of the Lessor to enter the demised premises at all times during usual business hours for the purpose of inspection of the same and making any necessary repairs to the demised premises and performing any work therein that may be necessary to comply with any laws, ordinances, rules, regulations or requirements of any public authority or of the Board of Fire Underwriters or any similar body that the Lessor may deem necessary to prevent waste or deterioration in connection with the demised premises. Nothing herein shall imply any duty upon the part of the Lessor to do any such work which, under any provision of this Lease, the Lessee may be required to perform and the performance thereof by the Lessor shall not constitute a waiver of the Lessee's default in failing to perform the same. The Lessor may, during the progress of any work in the demised premises, keep and store upon the demised premises the necessary materials, tools and equipment. The Lessor shall not in any event be liable for inconvenience, annoyance, disturbance, loss of business or other damage of the Lessee by reason of making repairs or the performance of any work in the demised premises or on account of bringing materials, supplies and equipment into or through the demised premises during the course thereof and the obligations of the Lessee under this Lease shall not thereby be affected in any manner whatsoever.

Lessor reserves the right to enter upon the demised premises at any time in the event of an emergency and at reasonable hours to exhibit the demised premises to prospective purchasers or others; and to exhibit the demised premises to prospective lessees and to display "for rent" or similar signs on the exterior of the Building or upon the grounds of the Subject Property during the term of this Lease, all without hindrance or molestation by Lessee.

ARTICLE VIII

Damage or Destruction of Leased Premises

Section 7.1. Total or Partial Destruction.

In the event of any damage or destruction to the premises by fire or other cause during the term hereof, then Lessor shall have the option of either repairing such damage or terminating the Lease, in Lessor's sole discretion, effective immediately upon written notice to Lessee.

ARTICLE VIII

[This article intentionally omitted.]

ARTICLE IX
Insurance, Liability and Indemnity

Section 9.1. Public Liability Insurance.

Lessee shall, during the term hereof, keep in full force and effect at its expense a policy or policies of public liability insurance with respect to the demised premises and the business of Lessee, on terms and with companies approved in writing by Lessor, in which both Lessee and Lessor shall be covered by being named as insured parties under a general commercial liability policy with limits of not less than \$1,000,000 per occurrence; and \$3,000,000 in the aggregate. Such policy or policies shall provide that 30 days written notice must be given to Lessor prior to cancellation thereof. Lessee shall furnish evidence satisfactory to Lessor at the time this Lease is executed that such coverage is in full force and effect.

As to the common areas, Lessor shall, during the term hereof, keep in full force and effect at its expense a general commercial liability policy or policies with limits of not less than \$1,000,000 per occurrence; and \$3,000,000 in the aggregate. Such policy or policies shall provide that 30 days written notice must be given to Lessee prior to cancellation thereof. Lessor shall furnish evidence satisfactory to Lessee at the time this Lease is executed that such coverage is in full force and effect.

Section 9.2. Casualty Insurance.

9.2.1 Lessor shall at all times during the term of this Lease, at its expense, maintain a policy or policies of insurance or equivalent casualty coverage with North Dakota State Fire and Tornado Fund insuring the building against loss or damage by fire, explosion or other insurable hazards, provided that Lessor shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease which Lessee may bring upon the demised premises or any additional improvements which Lessee may construct or install on the demised premises.

9.2.2 Lessee shall not carry any stock of goods or do anything in or about the demised premises which will in any way impair or invalidate the obligation of the insurer under any policy of insurance required by this Lease.

9.2.3 Lessor hereby waives and releases all claims, liabilities and causes of action against Lessee and its agents, servants and employees for loss or damage to, or destruction of, the premises or any portion thereof, including the buildings and other improvements situated thereon, resulting from fire, explosion or other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. Likewise, Lessee hereby waives and releases all claims, liabilities and causes of action against Lessor and its agents, servants and employees for loss or damage to, or destruction of, any of the

improvements, fixtures, equipment, supplies, merchandise and other property, whether that of Lessee or of others in, upon or about the premises resulting from fire, explosion or other perils included in standard extended coverage insurance, whether caused by the negligence of any of said persons or otherwise. The waiver shall remain in force whether or not the Lessor's and Lessee's insurers shall consent thereto.

- 9.2.4 In the event that the particular use(s) of the demised premises by Lessee causes an increase or additional charge in the premium rate for insurance carried by Lessor on the improvements of which the demised premises are a part, which increase or additional charge is specifically related to the particular use(s) by Lessee, Lessee shall be responsible for reimbursement to Lessor for the amount of such premium increase or additional charge. If Lessee installs any electrical equipment that overloads the power lines to the building or its wiring, Lessee shall, at its own expense, make whatever changes are necessary to comply with the requirements of the insurance underwriter, insurance rating bureau and government authorities having jurisdiction.

Section 9.3. Covenant to Hold Harmless.

Unless the liability for damage or loss is caused by the negligence of Lessor, its agents or employees, Lessee shall hold harmless Lessor from any liability for damages to any person or property in or upon the demised premises and the premises, including the person and property of Lessee and its employees and all persons in the building at its or their invitation or sufferance, and from all damages resulting from Lessee's failure to perform the covenants of this Lease. All property kept, maintained or stored on the demised premises shall be so kept, maintained or stored at the sole risk of Lessee, Lessee agrees to pay all sums of money in respect of any labor, service, materials, supplies or equipment furnished or alleged to have been furnished to Lessee in or about the premises, and not furnished on order of Lessor, which may be secured by any mechanic's, materialmen's or other lien to be discharged at the time performance of any obligation secured thereby matures, provided that Lessee may contest such lien, but if such lien is reduced to final judgment and if such judgment or process thereon is not stayed, or if stayed and said stay expires, then and in each such event, Lessee shall forthwith pay and discharge said judgment. Lessor shall have the right to post and maintain on the demised premises, notice of non-responsibility under the laws of the State of North Dakota.

Section 9.4. Non-Liability of Lessor.

Subject to the terms and conditions of Article X hereof, to the extent any claim exceeds insurance coverage maintained by the Lessor, Lessor shall not be liable for any damage to property of Lessee or of others located on the premises, nor for the loss or damage to any property of Lessee or of others by theft or otherwise; nor shall Lessor be liable for any injury or damage to property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any

other cause of whatsoever nature. To the extent any claim exceeds insurance coverage maintained by the Lessor, Lessor shall not be liable for any personal injury resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the premises or from the pipes, appliances, or plumbing works or from the roof, street or subsurface or from any other place or by dampness or by any other cause of whatsoever nature. Lessor shall not be liable for any such damage caused by other Lessees or persons in the premises, occupants of adjacent property, of the building, or the public or caused by operations in construction of any private, public or quasi-public work. Lessor shall not be liable for any latent defect in the demised premises. All property of Lessee kept or stored on the demised premises shall be so kept or stored at the risk of Lessee only and Lessee shall hold Lessor harmless from any claims arising out of damage to the same, including subrogation claims by Lessee's insurance. This waiver shall not apply to any such loss resulting from (a) Lessor's failure to make a reasonable effort to repair a defect Lessor is obligated to repair under this Lease, within a reasonable time after Lessor receives notice from Lessee of any defect which creates a substantial likelihood of damages to the Premises or persons or property located therein; (b) intentional misconduct or gross negligence of Lessor; (c) loss or damage arising out of Lessor's negligence in making alterations or repairs to the Premises; or (d) claims brought by third parties other than subsidiaries or affiliates of Lessee.

Section 9.5. Waiver of Subrogation.

The Lessor and Lessee mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased premises or covered by insurance in connection with the property on or activities conducted on the leased property regardless of the cause of damage or loss, unless such release or discharge voids insurance coverage or causes a loss or decrease in insurance coverage.

ARTICLE X Assignment or Subletting

Section 10.1. Assignment or Subletting.

Lessee agrees to use and occupy the demised premises throughout the entire term hereof for the purpose or purposes herein specified and for no other purposes, in the manner and to substantially the extent now intended, and not to transfer or assign this Lease or sublet said demised premises, or any part thereof, whether by voluntary act, operation of law, or otherwise, without obtaining the prior consent of Lessor in each instance.

Section 10.2. Successors and Assigns.

The terms, covenants and conditions hereof shall be binding upon and inure to the successors and authorized assigns of the parties hereto.

ARTICLE XI Default and Overdue Payments of Lessee

Section 11.1.

11.1.1 In the event of any failure of Lessee to pay any rental due hereunder within ten days after the same shall be due, or any failure to perform any other of the term, condition or covenant of this Lease to be observed or performed by Lessee for more than 30 days after written notice of such failure shall have been given to Lessee, or if Lessee or an agent of Lessee shall falsify any report required to be furnished to Lessor pursuant to the terms of this Lease, or if Lessee or any guarantor of this Lease shall become bankrupt or insolvent, or file any debtor proceedings or any person shall take or have against Lessee or any guarantor of this Lease in any court pursuant to any statute either of the United States or of any state a petition in bankruptcy or insolvency for the reorganization or for the appointment of a receiver or trustee of all or a portion of Lessee's or any such guarantor's property, or if Lessee or any such guarantor makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Lessee shall abandon the demised premises or suffer this Lease to be taken under any writ of execution, then in any such event Lessee shall be in default hereunder, and Lessor, in addition to other rights of remedies it may have, shall have the immediate right of re-entry and may remove all persons and property from the demised premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of Lessee, all without service of notice or resort to legal process without being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby.

11.1.2 Should Lessor elect to re-enter the demised premises, as herein provided, or should it take possession of the demised premises pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this Lease or it may from time to time, without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the demised premises, and relet the demised premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Lessor in its sole discretion may deem advisable. Upon each subletting all rentals received by the Lessor from such reletting shall be applied first to the payment of any indebtedness other than rent due hereunder from Lessee to Lessor; second, to the payment of any costs and expenses of such reletting, including brokerage fees and attorneys fees and of costs of such alterations and repairs; third, to the payment of residue and unpaid hereunder, and the rent due, if any, shall be held by Lessor and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be paid during that month by Lessee hereunder, Lessee, upon demand shall pay any such deficiency to Lessor. No such re-entry or taking possession of the demised premises by Lessor shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Lessee or unless the termination thereof be decreed by a court of competent jurisdiction.

Notwithstanding any such reletting without termination, Lessor may at any time after such re-entry and reletting elect to terminate this Lease for such previous breach. Should Lessor at any time terminate this Lease for any such breach, in addition to any other remedies it may have, it may recover from Lessee all damages it may incur by reason of such breach, including the cost of recovering the demised premises, reasonable attorneys fees, and including the worth at the time of such termination the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the demised premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Lessee to Lessor.

- 11.1.3 Lessor may, at its option, instead of exercising any other rights or remedies available to it in this Lease or otherwise by law, statute or equity, spend such money as is reasonably necessary to cure any default of Lessee herein and the amount so spent, and costs incurred, including attorneys fees in curing such default, shall be paid by Lessee, as additional rent, upon demand.
- 11.1.4 In the event suit shall be brought for recovery of possession of the demised premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenant herein contained on the part of Lessor or Lessee to be kept or performed, and a breach shall be established, the prevailing party in the suit shall be entitled to recover reasonable attorney's fees and costs incurred as a result of the litigation in addition to any amounts recoverable under this Lease. The prevailing party in the suit shall be entitled to recover interest on all damages, other than such reasonable attorney's fees and costs awarded by the court, in an amount determined by the court, and not by a jury. All damages, including such reasonable attorney's fees and costs awarded by the court, shall accrue interest at the then current legal rate for interest on judgments under North Dakota (not North Dakota) law from the date of entry of judgment.
- 11.1.5 Lessee waives any demand for possession of the demised premises, and any demand for payment of rent and any notice of intent to re-enter the demised premises, or of intent to terminate this Lease, other than the notices above provided in this Article, and waives any and every other notice or demand prescribed by any applicable statutes or laws.
- 11.1.6 No remedy herein or elsewhere in this Lease or otherwise by law, statute or equity, conferred upon or reserved to Lessor or Lessee shall be exclusive of any other remedy, but shall be cumulative, and may be exercised from time to time and as often as the occasion may arise.

Section 11.2. Overdue Payments.

All monies due under this Lease from Lessee to Lessor shall be due on demand, unless otherwise specified, and if not paid when due, shall bear interest at the rate of 12% per annum until paid; but in no event shall said rate of interest exceed the maximum rate of interest set by state or federal usury law.

ARTICLE XII

Certificate of Estoppel and Subordination

Section 12.1. Certificate of Estoppel.

The Lessee agrees at any time and from time to time upon not less than 10 days prior written request by the Lessor to execute, acknowledge and deliver to the Lessor a statement in writing certifying that this Lease is unmodified and in full force and effect, or if modified, in full force and effect, and stating the modifications, and the dates to which the basic rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of the fee or mortgage or assignee of any mortgagee upon the fee of the demised premises.

Section 12.2. Subordination.

Upon request of Lessor, Lessee will subordinate this Lease and its rights hereunder to the lien of any mortgage, trust deed or other instrument resulting from any method of finance and refinancing, now or hereafter in force against the land and buildings which constitute the premises, and to all advances made or hereafter to be made upon the security thereof, provided, however, that such mortgage or instrument of finance will agree that, in the event any action is taken to foreclose the lien of the mortgage, this Lease and all rights of the Lessee under its terms to use and quiet possession of the premises shall not be disturbed and shall continue in full force and effect so long as Lessee shall faithfully discharge each and every obligation on its part to be kept and performed under the terms of this Lease.

Section 12.3. Event of Sale.

In the event of the sale of the demised premises, Lessor shall be and hereby is relieved of all of the covenants and obligations created hereby accruing from and after the date of sale, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all the covenants and obligations of Lessor herein. Notwithstanding the foregoing provisions of this section, Lessor, in the event of a sale of the demised premises, shall cause to be included in the agreement of purchase and sale a covenant whereby the purchaser of the demised premises assumes and agrees to carry out all of the covenants and obligations of Lessor herein.

ARTICLE XIII

Surrender, Holding Over and Abandonment

Section 13.1. Surrender.

On the expiration date or upon the termination hereof upon a day other than the expiration date, Lessee shall peaceably surrender the demised premises broom-clean in good order, condition and repair, reasonable wear and tear only excepted. On or before the expiration date or upon termination of this Lease on a day other than the expiration date, Lessee shall, at its expense, remove all trade fixtures, personal property and equipment and signs from the demised premises and any property not removed shall be deemed to have been abandoned. Any damage caused in the removal of such items shall be repaired by Lessee and at its expense. All alterations, additions, improvements and fixtures (other than trade fixtures) which shall have been made or installed by Lessor or Lessee upon the demised premises and all floor covering so installed shall remain upon and be surrendered with the demised premises as a part thereof, without disturbance, molestation or injury, and without charge, at the expiration or termination of this Lease. Upon request by Lessee, Lessor and Lessee shall identify and designate such fixtures as "trade fixtures" from time to time, as such trade fixtures are installed which designation by Lessor shall not be unreasonably withheld. If the demised premises are not surrendered on the expiration date or the date of termination, Lessee shall indemnify Lessor against loss or liability, claims, without limitation, made by any succeeding Lessee founded on such delay. Lessee shall promptly surrender all keys for the demised premises to Lessor at the place then fixed for payment of rent and shall inform Lessor of combinations of any locks and safes on the demised premises.

Section 13.2. Holding Over.

In the event Lessee remains in possession of the demised premises after the expiration date of this Lease and without the execution of a new lease, it shall be deemed to be occupying the demised premises as a Lessee from month to month at a rate equal to the applicable monthly rate at the end of this Lease, subject to all the conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy.

Section 13.3. Abandonment.

In the event Lessee shall remove its fixtures, equipment or machinery or shall vacate the demised premises or any part thereof prior to the expiration date of this Lease, or shall discontinue or suspend the operation of its business conducted on the demised premises for a period of more than 30 consecutive days (except during any time when the demised premises may be rendered unleaseable by reason of fire or other casualty), then in any such event Lessee shall be deemed to have abandoned the demised premises and Lessee shall be in default under the terms of this Lease.

ARTICLE XIV Rules and Regulations

Section 14.1. Rules and Regulations.

Lessee shall observe and comply with reasonable rules and regulations as Lessor may prescribe, on written notice to Lessee, for the safety, care and cleanliness of the building and to regulate, restrict or prohibit smoking on the Subject Property.

ARTICLE XV Mechanics' Liens

Section 15.1. Mechanics' Liens.

- 15.1.1 Lessee will not permit to be created or to remain undischarged in any lien, encumbrance or charge (arising out of any work done or materials or supplies furnished by any contractor, subcontractor, mechanic, laborer or materialmen, or any mortgage, conditional sale, security agreement or chattel mortgage, or otherwise by or for Lessee) which might be or become a lien or encumbrance or charge upon the subject premises or any portion thereof or the income and interest of Lessor in the demised premises or any portion thereof that might be impaired. If any lien or notice of lien on account of any alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work on the premises shall be filed against the demised premises or subject property or any portion thereof, Lessee shall within 10 days after demand from Lessor, cause the same to be discharged of record by payment, deposit, bond, order of a Court of competent jurisdiction or otherwise. If Lessee shall fail to cause such lien or notice of lien to be discharged within the period aforesaid, then, in addition to any other right or remedy, Lessor may, but shall not be obligated to, discharge such lien by deposit or by bonding proceedings or in any such event Lessor shall be entitled if Lessor so elects to compel the prosecution of an action for the foreclosure of any such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowance. Any amount so paid by Lessor and all costs and expenses, including attorney's fees, incurred by Lessor in connection therewith shall constitute additional rent payable by Lessee under the Lease and shall be paid by Lessee to Lessor on demand. Nothing herein contained shall obligate Lessor to pay or discharge any lien created by Lessee.
- 15.1.2 Lessee shall pay promptly all persons furnishing labor and materials with respect to any work performed by Lessee or Lessee's contractor in the premises. No work which Lessor permits Lessee to do shall be deemed to be for the immediate use and benefit of Lessor, so that no mechanic's or other liens should be allowed against the estate of Lessor by reason of any consent given by Lessor to Lessee to improve the premises.
- 15.1.3 Prior to the commencement of any work or the delivery of any material to the premises by a contractor, subcontractor or materialmen, Lessee shall deliver to the Lessor a recordable waiver of lien affidavit from each such contractor which waiver of lien shall provide, among other things, that the contractor waives any and all lien rights that he may have against Lessor's interest in the property or any portion thereof.

15.1.4 The provisions of this section shall apply with respect to Lessee's work or any other work performed on the premises at any time during the term hereof.

**ARTICLE XVI
Garbage and Rubbish Removal**

Section 16.1. Garbage and Rubbish Removal

Lessor shall be responsible for the removal of all garbage and rubbish generated from demised premises by the Lessee and/or Lessee's customers and clients except medical waste. With the exception of medical waste, Lessor will promptly remove all garbage and rubbish from the subject premises and will not store any of the same on the premises except for such temporary storage in dumpsters to facilitate weekly or other reasonable periodic removal.

**ARTICLE XVII
Miscellaneous**

Section 17.1. Notices.

Any notice required or permitted under this Lease shall be deemed sufficiently given or secured if sent by certified return receipt mail to Lessee or to Lessor by delivery to the following:

As to Lessee:

Metro Flood Diversion Authority
c/o Joel Paulson, Executive Director
225 4th Street North
Fargo, North Dakota 58102

and to:

As to the City:
City Auditor
Fargo City Hall
225 4th Street North
Fargo, North Dakota 58102

and to:

City Administrator
Fargo City Hall
225 4th Street North
Fargo, North Dakota 58102

and either party may, by like written notice at any time, designate a different address to which notices shall subsequently be sent or rent to be paid.

Section 17.2. Intent of Parties.

Except as otherwise provided herein, the Lessee covenants and agrees that if it shall at any time fail to pay any such cost or expense, or fail to take out, pay for, maintain or deliver any of the insurance policies above required, or fail to make any other payment or perform any other act on its part to be made or performed as in this Lease provided, then the Lessor may, but shall not be obligated to do so, and without notice to or demand upon the Lessee and without waiving or releasing the Lessee from any obligations of the Lessee in this Lease contained, pay any such cost or expense, effect any such insurance coverage and pay premiums therefor, and may make any other payment or perform any other act on the part of the Lessee to be made and performed as in this Lease provided, in such manner and to such extent as the Lessor may deem desirable, and in exercising any such right, to also pay all necessary and incidental costs and expenses, employ counsel and incur and pay reasonable attorneys' fees. All sums so paid by Lessor and all necessary and incidental costs and expenses in connection with the performance of any such act by the Lessor, together with interest at the Contract Interest Rate from the date of making of such expenditure by Lessor, shall be deemed additional rent hereunder, and shall be payable to lessor on demand. Lessee covenants to pay any such sum or sums with interest as aforesaid and the Lessor shall have the same rights and remedies in the event of nonpayment thereof by Lessee as in the case of default by Lessee in the payment of the base rent payable under this Lease.

In the event the Lessor fails to perform any covenant or obligation to be kept by Lessor under this Lease, Lessee at its option may cure the Lessor's failure to perform Lessor's covenants and obligations, having first given Lessor reasonable notice of such failure to perform, and a reasonable opportunity for Lessor to so perform. Lessee shall be entitled to an offset against future rents equal to the reasonable costs, including interest at the Contract Interest Rate from the date of payment, incurred by Lessee to complete performance of the Lessor's covenants and obligations under the Lease.

Section 17.3. Consents by Lessor.

17.3.1. Whenever provision is made under this Lease for Lessee securing the consent or approval by Lessor, such consent or approval shall only be in writing.

17.3.2. The following persons are authorized to act on behalf of Lessor/Lessee:

As to Lessor, any one or more of the following are authorized to act or make decisions:

City Administrator

As to Lessee, any one or more of the following are authorized to act or make decisions: its Executive Director.

Section 17.4. No Agency Relationship.

The Lease does not create the relationship of principal and agent or of partnership or of joint venture or of any association between Lessor and Lessee, the sole relationship between the parties being that of Lessor and Lessee.

Section 17.5. Governmental Regulations.

Lessee shall at Lessee's sole cost and expense comply with all of the requirements of all county, municipal, state, federal and other applicable governmental authorities, now in force or which may hereafter be in force, pertaining to the said premises and shall faithfully observe in the use of the premises all municipal and county ordinances and state and federal statutes now in force or which may hereafter be in force.

Section 17.6. Waiver.

The waiver by the Lessor of any breach or default of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of the Lessee of any term, covenant or condition of this Lease, regardless of Lessor's knowledge of said preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor unless such waiver is in writing by Lessor.

Section 17.7. Force Majeure.

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, restrictive government laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required during the term of this Lease, the performance of such act shall be excused for the period of the delay. The provisions of this section shall not operate to excuse Lessee from the prompt payment of rent, additional rent or any other payments required by this Lease.

Section 17.8. Entire Agreement.

This Lease and the schedules, if any, attached hereto and forming a part hereof, constitute the entire agreement between Lessor and Lessee affecting the demised premises and there are no other agreements, either oral or written, between them other than are herein set forth. All negotiations, considerations, representations and understandings between the parties are incorporated herein. No subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and executed in the same form and manner in which this Lease is executed.

Section 17.9. Interpretation of Lease.

Unless specifically stated herein, this Lease shall be construed and interpreted in accordance with the laws of the State of North Dakota.

Section 17.10. Time is of the Essence.

Time is of the essence of each provision in this Lease.

Section 17.11. Construction.

If any agreement, covenant or condition of this Lease or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application or such agreement, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each agreement, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 17.12. Captions.

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or described the scope of this Lease nor the intent of any provision thereof.

[Remainder of page intentionally blank.]

Dated the day and year first set forth above.

LESSOR:

CITY OF FARGO,
a North Dakota municipal corporation

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

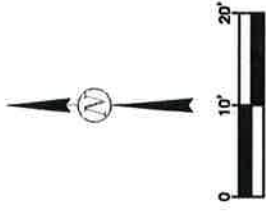
ATTEST:

Steven Sprague, City Auditor

LESSEE:

Metro Flood Diversion Authority

By: Joel Paulson
Its: Executive Director



FORMER COMMISSION
CHAMBERS

< SKYWAY

"SUITE B"
(FORMER HR
OFFICES)
APPROX
1,450 SF

COPIER/
KITCHEN
APPROX
315 SF

"SUITE A"
(FORMER COMMISSION & ADMIN OFFICES)
APPROX 3,280 SF

COMMON AREAS (APPROX)

COPIER/KITCHEN: 315 SF
CONFERENCE ROOM: 590 SF
RESTROOMS: 165 SF

	CIVIC CENTER CITY OFFICES	
	Approximate Office Space Area	
DRAWN BY: CAS	DATE: 11/26/2018	
APPROVED BY: BED	SHEET: 1	OF: 1

ENGINEERING DEPT.



December 10, 2019

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

Re: Access Agreement – Field Survey
Flood Mitigation Project #FM-16-A0

Dear Commissioners:

Accompanying for City Commission review and approval is an Access Agreement with The Municipal Airport Authority of the City of Fargo, North Dakota in association with Flood Mitigation Project #FM-16-A0.

SW1/4 12-140-49, SE1/4 11-140-49, NW1/4 13-140-49
& Airport land NE1/4 13-140-49

RECOMMENDED MOTION:

Approve Access Agreement with The Municipal Airport Authority of the City of Fargo, North Dakota.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Roger Kluck

ACCESS AGREEMENT

THIS AGREEMENT, made and entered into this 6th day of December 2019, by and between **THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, referred to as "City", and the undersigned, referred to as "Owner(s)".

1. City requires access to Owner's property to facilitate field surveys, soil testing, and parcel review to facilitate flood mitigation efforts.

2. Owner is the fee simple Owner of the property or otherwise has authority to enter into this Agreement.

3. Owner agrees to allow City's employees, officers, agents, representatives, and contractors to enter upon and access to Owner's property for the purpose of conducting parcel review, soil sample boring and other miscellaneous soil testing procedures, field surveys, staking and visual observation.

4. City's right to access the property begins immediately and will continue until January 31, 2020.

5. City agrees that no property damage will be caused by the access and that the property will be returned to its original condition as nearly practicable if modified in any way.

6. City agrees to indemnify and hold Owner harmless from any and all claims, demands, suits or losses that may result from City's negligence on the property arising out of this agreement.

PROPERTY ADDRESS:

OWNER(s):

SW 1/4 SECT 12 TWP 140N RANGE 49W municipal Airport Authority of the City of Fargo, ND
SE 1/4 SECT. 11 TWP 140N RANGE 49W
NW 1/4 SECT. 13 TWP 140N RANGE 49W Shawn A. Dolberstein, AAE
AIRPORT LAND NE 1/4 SECT 13 TWP 140N Executive Director
RANGE 49W

THE CITY OF FARGO, NORTH DAKOTA
a municipal corporation

Timothy J. Mahoney, M.D., Mayor



December 9, 2019

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 contracts to 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 assisting with project inspection prior to our seasonal staff starting. As the City, redevelopment, and small cell installation continue to grow, the 2020 approved budget retains these two contract positions to assist with the additional work.

Recommended Motion:

Approve contract for Peggy Amsbaugh and Dana Johnson.

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, 2020, 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, 2020 and ending December 31, 2020, 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, 2020 and ending December 31, 2020, 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 \$24.23 per hour for any and all duties and services performed as Engineering Technician I during the year 2020. To the extent this agreement is still in effect, beginning in years 2020 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: B. E. D.
Brenda E. Derrig, City Engineer

Peggy Amsbaugh
Peggy Amsbaugh
Contracted Employee

AGREEMENT

Engineering Technician I

THIS AGREEMENT made and entered into effective the 1st day of January, 2020, by and between Dana Johnson (hereinafter referred to as Johnson) 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 Johnson 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, 2020 and ending December 31, 2020, but which is still an "at-will" employment relationship, terminable by either party with or without cause,; and,

WHEREAS, Johnson 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 Johnson 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, 2020 and ending December 31, 2020, 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 Johnson in the amount of \$26.28 per hour for any and all duties and services performed as Engineering Technician I during the year 2020. To the extent this agreement is still in effect, beginning in years 2020 and thereafter, Johnson's compensation shall be adjusted annually, at the time of his step increase date, as well as adjusted in an amount equal to the Cost of Living Adjustment the City of Fargo approves for its employees.

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

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

5. Johnson 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, Johnson will accrue annual and sick leave.

6. During the term of this agreement, Johnson 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 Johnson 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: 
Breanda E. Derrig, City Engineer


Dana Johnson
Contracted Employee

⑦

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-19-A1

Type: Change Order #4

Location: Great Northern Drive

Date of Hearing: 12/9/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/16/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #4 in the amount of \$2,682.02, for additional work

Staff is recommending approval of Change Order #4 in the amount of \$2,682.08, bringing the total contract amount to \$934,492.21.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #4 to Fox Underground.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #4 in the amount of \$2,682.08, bringing the total contract amount to \$934,492.21 to Fox Underground.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility Fund

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 50% escrow deposit required


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

COMMITTEE

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

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM, Civil Engineer II
Date: December 2, 2019
Re: Project No. UR-19-A1 – Change Order #4
Storm Sewer, Storm Sewer Repairs, PC Concrete Paving & Incidentals

Background:

Project No. UR-19-A1 was bid on May 1, 2019 with the bid awarded on May 6, 2019. The project began the week of July 8, 2019. The project documents identified a Final Completion Date for all cleanup and punch list items for October 1, 2019. Fox Underground was awarded the project and was subsequently given a notice to proceed. During completion of the storm sewer installation an XCEL high voltage line was encountered at the same elevation as the storm sewer line. Change Order #3 covered the actual costs of the work except for the installation of the concrete flow line invert. During construction of the repair, to save time and get the street opened sooner, the Contractor elected to delay the installation of the flow line invert until later in the fall. The labor and material cost was \$1,476.00. During construction of Site 1 on the project, locates were called in appropriately, but unfortunately the electrical conduit for the streetlights was miss-located. The conduit was damaged and needed to be repaired for a cost of \$1,206.08. The total cost for Change Order #4 is \$2,682.08.

The price increase is reasonable and Engineering recommends approval.

Recommended Motion:

Approve Change Order #4 in the amount of \$2,682.08 to Fox Underground.

REK/klb
Attachments

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



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

Project No	UR-19-A1	Change Order No	4
Project Name	Storm Sewer, Storm Sewer Repairs, PC Concrete Paving, and Incidentals		
Date Entered	11/29/2019	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: Repair Street Light & Grout Manhole

City missed location of street light conduit requiring repair due to construction damage. Grout MH 2 CO 3

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Site 1	105	F&I Manhole Type E Reinf Conc	EA	1.00	0.00	1.00	0.00	1.00	73,800.13	1,476.00
	106	Install Electrical Service	LS	0.00	0.00	0.00	1.00	1.00	1,206.08	1,206.08
Site 1 Sub Total (\$)									2,682.08	

Summary

Source Of Funding	Utility Funds - Stormwater - 524
Net Amount Change Order # 4 (\$)	2,682.08
Previous Change Orders (\$)	143,270.13
Original Contract Amount (\$)	788,540.00
Total Contract Amount (\$)	934,492.21

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 **APPROVED DATE**



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor

Fox Undergard

Title

Jeff Sahr

VP

12-2-19

Department Head

T. Cee

Mayor

12/10/19

Attest

Carol E. Kluck, PE, CFM 11-29-19



INVOICE

PO Box 739 - West Fargo, ND 58078 - 701.361.1919

Bill To: City of Fargo
200 3rd Street N
Fargo, ND 58102

Invoice: 19-105
Date: 11/6/2019

Attn: Roger Kluck

Project: UR-19-A1 - Great Northern Drive - Site 1

Description	Qty	Unit	Price	Extended Price
Extra Work				
#1: Grout MH #2	1.00	lsum	\$1,530.15	\$1,530.15
#2: Unmarked Conduit - MEI 1500 - 4 I/D - 000000	1.00	lsum	\$1,151.93	\$1,151.93

Balance Due: \$2,682.08

Thank You for your Business!



PO Box 739 - West Fargo, ND 58078 - 701.361.1919

Extra Work

Grout Manhole - MH#2 - Site 1

PROJECT: Fargo UR-19-A1

LOCATION: Fargo, ND

Date

No.	Price Breakdown	QUAN	UNIT	PRICE	EXTENSION
Equipment					
				Equipment Total	-
Labor					
	Foreman - Ty	6.00	hrs	24.00	144.00
	Pipelay - Tyler Jones	6.00	hr	24.00	144.00
	Topman - Logan	6.00	h	20.00	120.00
				Sub-Total	408.00
				Payroll Taxes at 20%	81.60
				Sub-Total	489.60
				25% Overhead and Profit	122.40
				Labor Total	530.40
Material					
	Strata Corp (Inv# 542174) - REVISED	1.00	lsun	799.80	799.80
				Sub-Total	799.80
				25% Overhead and Profit	199.95
				Material Total	999.75
Subcontractor					
				Sub-Total	-
				10% Subcontractor Allowance	-
				Subcontractor Total	-
				Equip Total	-
				Labor Total	530.40
				Material Total	999.75
				Subcontractor Total	-
				Extra Work Total	1,530.15



PO Box 739 - West Fargo, ND 58078 - 701.361.1919

Extra Work

Unmarked Conduit - Site 1

PROJECT: Fargo UR-19-A1

LOCATION: Fargo, ND

Date 7/30/2019

No.	Price Breakdown	QUAN	UNIT	PRICE	EXTENSION
Equipment					
	Hitachi Mini-Ex	2.00	hrs	135.00	270.00
Equipment Total					270.00
Labor					
	Vic	2.00	hrs	24.00	48.00
	Tyler	2.00	hrs	18.00	36.00
Sub-Total					84.00
Payroll Taxes at 20%					16.80
Sub-Total					100.80
25% Overhead and Profit					25.20
Labor Total					109.20
Material					
Sub-Total					-
25% Overhead and Profit					-
Material Total					-
Subcontractor					
	Moorhead Electric	1.00	lsum	702.48	702.48
Sub-Total					702.48
10% Subcontractor Allowance					70.25
Subcontractor Total					772.73
Equip Total					270.00
Labor Total					109.20
Material Total					-
Subcontractor Total					772.73
Extra Work Total					1,151.93



3451 University Drive S, Fargo, ND 58104
701-364-5678

INVOICE

PAGE 1

Acct # 5047
TO FOX UNDERGROUND
OFFICE@FOXUNDERGROUND.NET
PO BOX 739
WEST FARGO ND 58078-0739

Performed for: Guy Fox
Location: 16Th St N & Great Norther
Date Performed: 07/31/2019
Purchase Order
Job/Sub Job
758374@@1
FOX UNDERGROUND

Invoice Number: 13850
Invoice Date: 10/22/2019
Due Date: 11/21/2019
Ticket Number:
Sales Representative: 0

LINE	REFERENCE/ INVOICE NO.	DESCRIPTION	SHIFT	UNITS	UM	RATE	AMOUNT
1	MEI-EQ-Linetr	MEI Eq. Line Truck - Digger		4.00	EA	60.00	240.00
2	IN_90511538_1	PVC 1-1/2		20.00	EA	.80	16.08
3	WIR-USE6PLEX-CU	PLEX #6 CU USE BLACK/RED/GR		130.00	EA	2.28	296.40
4	0002000057 142FR	EGE JORDAN D	DAY	12.50	HRS	65.00	812.50
Total							1,364.98

Invoice Comments:

TOOK DOWN TWO POLES AND THEN PUT BACK UP WHEN FOX
WAS DONE. IN BETWEEN FOX HIT STREET LIGHT CIRCUIT
THAT WASNT MARKED THAT CROSSED GREAT
NORTHERN DRIVE. REPAIRED PIPE AND PULLED IN
130 FT OF NEW 6-6-6 SERVICE PLEX, 25FT OF
1 1/2" PVC, AND ONE XL 1 1/2 COUPLING

Invoice Total

1,364.98

Repair
Line 2 - \$16.08
Line 3 - \$296.40
Line 4 - 6 hrs x \$65

Total \$702.48

TERMS: NET 30
REMIT TO: PO Box 860622, Minneapolis, MN 55486-0621
PHONE: (701) 364-5678

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-18-A1

Type: Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 12/9/2019

<u>Routing</u>	<u>Date</u>
City Commission	12/16/2019
PWPEC File	X
Project File	Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, for Final Balancing Change Order #2 in the amount of \$696.98, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of \$696.98, bringing the total contract amount to \$129,603.98.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #2 to Johnson & Schock Excavating.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Final Balancing Change Order #2 in the amount of \$696.98, bringing the total contract amount to \$129,603.98 to Johnson & Schock Excavating.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Water Utility Funds

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 50% escrow deposit required

Yes No

N/A

N/A

N/A

COMMITTEE

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

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:

C: Kristi Olson

Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Scott Olson, Project Manager
Date: December 2, 2019
Re: Project No. UR-18-A1 – Final Balancing Change Order #2

Background:

Project No. UR-18-A1 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 in the amount of \$696.98 for the project. Please refer to the attached FBCO, which reconciles the measured quantities with those estimated for the contract.

Original Contract:	\$ 116,004.00
Changer Order #1:	\$ 12,903.00
FBCO Amount:	\$ 696.98
Total Contract:	\$ 129,603.98

This project is funded 100% through the Water Main Replacement Fund (Fund 501).

Recommended Motion:

Approve the Final Balancing Change Order #2 in the amount of \$696.98 to Johnson & Schock.

SEO/klb
Attachment

C: Tom Knakmuhs, Assistant City Engineer

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

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.

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

Summary	
Source Of Funding	
Net Amount Change Order # 2 (\$)	696.98
Previous Change Orders (\$)	12,903.00
Original Contract Amount (\$)	116,004.00
Total Contract Amount (\$)	129,603.98

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

CONTRACT TIME		Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
Current Substantial Completion Date	08/02/2019	06/01/2020	0.00	0.00	08/02/2019	06/01/2020
Description						
APPROVED						
For Contractor						
Title						
APPROVED DATE						
Department Head		12/10/19				
Mayor						
Attest						

[Signature]
Owner

[Signature]
Department Head
Mayor

9

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SN-18-C2 Type: Negative Final Balancing Change Order #5

Location: City Hall Date of Hearing: 12/9/2019

Routing	Date
City Commission	12/16/2019
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding Negative Final Balancing Change Order #5 in the amount of \$-15,861.46, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #5 in the amount of \$-15,861.46, bringing the total contract amount to \$455,945.14.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #5 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #5 in the amount of \$-15,861.46, bringing the total contract amount to \$455,945.14 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 50% escrow deposit required

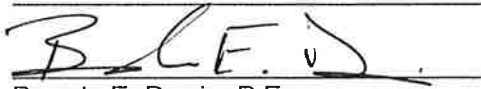
Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Rob Hasey, Project Manager

Date: December 9, 2019

Re: Project No. SN-18-C2 – Negative Final Balancing Change Order #5
New Sidewalk Construction & Incidentals

Background:

Attached is Negative Final Balancing Change Order #5 in the amount of -\$15,861.46 for Project No. SN-18-C2. Please refer to the attached Final Balancing Change Order, which reconciles the measured quantities with those estimated for the contract.

Original Contract:	\$	394,750.00
Change Order #1	\$	26,595.60
Change Order #2	\$	0.00 (No cost time extension)
Change Order #3	\$	25,122.00
Change Order #4	\$	25,339.00
FBCO #5:	\$	(\$15,861.46)
Final Contract Amount:	\$	455,945.14

Recommended Motion:

Approve Negative Final Balancing Change Order #5 in the amount of -\$15,861.46 to Key Contracting.

RJH/klb
Attachment

C: Tom Knakmuhs, Assistant City Engineer
Nathan Boerboom, Division Engineer



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

Project No	SN-18-C2	Change Order No	5
Project Name	New Sidewalk Construction & Incidentals		
Date Entered	11/22/2019	For	Key Contracting Inc

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

EXPLANATION OF CHANGE: Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	4	F&I Sidewalk 4" Thick Reinf Conc	SY	435.00	197.30	632.30	-67.23	565.07	72.00	-4,840.56
	5	F&I Sidewalk 6" Thick Reinf Conc	SY	387.00	0.00	387.00	65.60	452.60	90.00	5,904.00
	10	F&I Retaining Wall	SF	620.00	0.00	620.00	-100.00	520.00	140.00	-14,000.00
	12	Fill - Import Special	CY	45.00	0.00	45.00	-5.00	40.00	55.00	-275.00
	13	F&I Rip Rap Rock	CY	12.00	0.00	12.00	6.00	18.00	350.00	2,100.00
	14	F&I Fence Ornamental	LF	96.00	0.00	96.00	-9.72	86.28	550.00	-5,346.00
	15	Sediment Control Log 6" to 8" Dia	LF	500.00	0.00	500.00	-150.00	350.00	3.00	-450.00
	16	Inlet Protection - Existing Inlet	EA	6.00	0.00	6.00	-6.00	0.00	150.00	-900.00
	18	Mulching Type 1 - Hydro	SY	2,000.00	1,144.00	3,144.00	-107.00	3,037.00	1.50	-160.50
	19	Seeding Type B	SY	2,000.00	1,144.00	3,144.00	-107.00	3,037.00	1.50	-160.50
	20	Overseeding	SY	2,000.00	0.00	2,000.00	-2,000.00	0.00	1.50	-3,000.00
	21	Weed Control Type B	SY	2,000.00	0.00	2,000.00	-2,000.00	0.00	1.50	-3,000.00
	25	Topsoil - Import	CY	7.50	0.00	7.50	52.50	60.00	48.00	2,520.00
	26	Excavation	CY	29.00	0.00	29.00	51.00	80.00	35.00	1,785.00
	27	Subgrade Preparation	SY	111.50	113.50	225.00	-225.00	0.00	3.00	-675.00
	28	F&I Woven Geotextile	SY	111.50	113.50	225.00	38.12	263.12	3.00	114.36
	29	F&I Class 5 Agg - 6" Thick	SY	111.50	113.50	225.00	38.12	263.12	11.00	419.32
	30	F&I Curb & Gutter Standard (Type II)	LF	59.00	141.00	200.00	-69.76	130.24	45.00	-3,139.20
	31	F&I Pavement 7" Thick Reinf Conc	SY	111.50	113.50	225.00	38.12	263.12	77.00	2,935.24



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

Paving	37	Remove Curb & Gutter	LF	92.00	0.00	92.00	-3.00	89.00	8.00	-24.00
	39	* Repair erosion washout near south parking lot	LS	0.00	0.00	0.00	1.00	-1.00	1,600.00	1,600.00
	40	* F&I two 6" hydrant extensions and 1 hydrant antenna marker	LS	0.00	0.00	0.00	1.00	1.00	2,731.38	2,731.38



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Project No. SN-18-C2
Project Name New Sidewalk Construction & Incidentals
Type Sidewalk/Path New
Description Construct a new sidewalk along 2nd Street North between the new City Hall building and the City Centre Loft property.
Pay Estimate Number 9 - FINAL
From Date 11/21/2019 **To Date** 11/22/2019

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Key Contracting Inc has performed the work to date shown on this statement

Contract	Previous			Current			To Date		
	Unit	Quantity	Unit Price (\$)	Quantity	Amount (\$)		Quantity	Amount (\$)	Percentage Complete(%)
Sanitary Sewer									
1 Modify Manhole	EA	1.00	3,500.00	1.00	3,500.00	0.00	1.00	3,500.00	100.00
								3,500.00	
Storm Sewer									
2 Connect Pipe to Exist Structure	EA	1.00	1,600.00	1.00	1,600.00	0.00	1.00	1,600.00	100.00
3 Modify Manhole	EA	1.00	3,500.00	1.00	3,500.00	0.00	1.00	3,500.00	100.00
								5,100.00	
Paving									
4 F&I Sidewalk 4" Thick Reinf Conc	SY	632.30	72.00	565.07	40,685.04	0.00	565.07	40,685.04	89.37
5 F&I Sidewalk 6" Thick Reinf Conc	SY	387.00	90.00	452.60	40,734.00	0.00	452.60	40,734.00	116.95*
6 F&I Impressioned 4" Thick Reinf Conc	SY	67.00	175.00	67.00	11,725.00	0.00	67.00	11,725.00	100.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Quantity Unit Price (\$)		Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
7 Temp Construction Entrance	EA	1.00	3,500.00	1.00	3,500.00	0.00	0.00	1.00	3,500.00	100.00
8 Traffic Control - Type 1	LS	1.00	4,500.00	1.00	4,500.00	0.00	0.00	1.00	4,500.00	100.00
9 Mobilization	LS	1.00	24,000.00	1.00	24,000.00	0.00	0.00	1.00	24,000.00	100.00
10 F&I Retaining Wall	SF	620.00	140.00	500.00	70,000.00	20.00	2,800.00	520.00	72,800.00	83.87
11 F&I Outlet Structure	EA	1.00	105,000.00	1.00	105,000.00	0.00	0.00	1.00	105,000.00	100.00
12 Fill - Import Special	CY	45.00	55.00	40.00	2,200.00	0.00	0.00	40.00	2,200.00	88.89
13 F&I Rip Rap Rock	CY	12.00	350.00	12.00	4,200.00	6.00	2,100.00	18.00	6,300.00	150.00*
14 F&I Fence Ornamental	LF	96.00	550.00	86.28	47,454.00	0.00	0.00	86.28	47,454.00	89.88
15 Sediment Control Log 6" to 8" Dia	LF	500.00	3.00	350.00	1,050.00	0.00	0.00	350.00	1,050.00	70.00
16 Inlet Protection - Existing Inlet	EA	6.00	150.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17 Site Grading	LS	1.00	8,500.00	1.00	8,500.00	0.00	0.00	1.00	8,500.00	100.00
18 Mulching Type 1 - Hydro	SY	3,144.00	1.50	3,037.00	4,555.50	0.00	0.00	3,037.00	4,555.50	96.60
19 Seeding Type B	SY	3,144.00	1.50	3,037.00	4,555.50	0.00	0.00	3,037.00	4,555.50	96.60
20 Overseeding	SY	2,000.00	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21 Weed Control Type B	SY	2,000.00	1.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22 GV Box to Grade - Blvd	EA	6.00	350.00	6.00	2,100.00	0.00	0.00	6.00	2,100.00	100.00
23 Remove geofoam and prep for culvert base slab	LS	1.00	6,156.00	1.00	6,156.00	0.00	0.00	1.00	6,156.00	100.00
24 Asphalt removal, clay removal & topsoil import for area SE of City Hall	LS	1.00	11,718.00	1.00	11,718.00	0.00	0.00	1.00	11,718.00	100.00
25 Topsoil - Import	CY	7.50	48.00	0.00	0.00	60.00	2,880.00	60.00	2,880.00	800.00*
26 Excavation	CY	29.00	35.00	0.00	0.00	80.00	2,800.00	80.00	2,800.00	275.86*



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Quantity Unit Price (\$)		Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
27 Subgrade Preparation	SY	225.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
28 F&I Woven Geotextile	SY	225.00	3.00	263.12	789.36	0.00	0.00	263.12	789.36	116.94*
29 F&I Class 5 Agg - 6" Thick	SY	225.00	11.00	263.12	2,894.32	0.00	0.00	263.12	2,894.32	116.94*
30 F&I Curb & Gutter Standard (Type II)	LF	200.00	45.00	130.24	5,860.80	0.00	0.00	130.24	5,860.80	65.12
31 F&I Pavement 7" Thick Reinf Conc	SY	225.00	77.00	263.12	20,260.24	0.00	0.00	263.12	20,260.24	116.94*
32 Remove Sidewalk 4" Thick Conc	SY	102.00	18.00	102.00	1,836.00	0.00	0.00	102.00	1,836.00	100.00
33 Remove Pavement All Thicknesses	SY	211.00	18.00	211.00	3,798.00	0.00	0.00	211.00	3,798.00	100.00
34 Traffic Control - Minor	LS	1.00	600.00	1.00	600.00	0.00	0.00	1.00	600.00	100.00
35 Traffic Control - Minor	LS	1.00	825.00	1.00	825.00	0.00	0.00	1.00	825.00	100.00
36 Rem & Repl Landscaping	LS	1.00	2,025.00	1.00	2,025.00	0.00	0.00	1.00	2,025.00	100.00
37 Remove Curb & Gutter	LF	92.00	8.00	89.00	712.00	0.00	0.00	89.00	712.00	96.74
38 Traffic Control - Minor	LS	1.00	200.00	1.00	200.00	0.00	0.00	1.00	200.00	100.00
39 Repair erosion washout near south parking lot	LS	1.00	1,600.00	1.00	1,600.00	0.00	0.00	1.00	1,600.00	100.00
40 F&I two 6" hydrant extensions and 1 hydrant antenna marker	LS	1.00	2,731.38	1.00	2,731.38	0.00	0.00	1.00	2,731.38	100.00
Paving Sub Total					436,765.14		10,580.00		447,345.14	
Summary										
1. Original Contract Amount										\$ 394,750.00
2. Net Change by Change Order										\$ 77,056.60
3. Contract Amount To Date										\$ 471,806.60



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

4. Total Work Completed to Date		\$ 455,945.14
5. Retainage @ 0.00 % to Date		\$ 18,865.89
6. Previous Retainage		\$ 18,865.89
7. Retainage This Period		\$ 0.00
8. Liquidated Damages		
0.00 Days to Date		\$ 0.00
0.00 Days to Previous		\$ 0.00
0.00 Days This Period		\$ 0.00
9. Material on Hand (Payment)		\$ 0.00
10. Material on Hand (Recovery)		\$ 0.00
11. Adjustments		\$ 0.00
12. Total Due to Date		\$ 455,945.14
13. Previous Payments		\$ 441,591.97
14. Payment Due This Estimate		\$ 14,353.17
15. Amount allowed Pay Estimate # 9 - FINAL		\$ 14,353.17

Workflow History					Action	Action User	Action Date	Action Notes
Draft		Pending On	Date	User	Stage/initialized			
Draft	Administrator, Division Head, Project Manager	11/22/2019	rhasey		Complete			
Completed	Administrator, Division Head, Project Manager	11/22/2019	rhasey		Stage/initialized			



ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET

(10)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. MS-19-B0

Type: Contract Amendment #1

Location: Public Information
Coordinator Services

Date of Hearing: 12/9/2019

Routing	<u>Date</u>
City Commission	<u>12/16/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Gorden</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to Contract Amendment #1 submitted by Flint Group in the amount of \$30,615.00. This Amendment is for out of scope work items completed by Flint Group due to a number of projects that went later in to the fall than expected.

Staff is recommending approval of Amendment #1 in the amount of \$30,615.00, bringing the total contract amount to \$89,115.00.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Contract Amendment #1.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Amendment #1 in the amount of \$30,615.00, bringing the total contract amount to \$89,115.00 to Flint Group.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Infrastructure Sales Tax Funds

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

Yes	No
	N/A
	N/A
	N/A


COMMITTEE

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

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

Date: December 9, 2019

Re: Contract Amendment #1 with Flint Group for Public Information Coordinator Services
City of Fargo Project No. MS-19-B0

Background

Last year we created a project for Public Information Coordinator Services to assist us with communicating to the public with regards to the large amount of projects in and around town. We selected Flint Communications for the project. The contract amount was for \$58,500. Due to a number of projects that went later into the fall than expected, most specifically the 52nd Avenue S project west of 45th Street, they ran over time originally scoped and also completed a number of out of scope items, i.e. additional outreach on the 17th Avenue S corridor study, amounting to \$30,615. Please refer to the attachment for additional details on the out of scope work from Flint.

I fully recommend approving this amendment in the amount of \$30,615, which will bring this project to a close.

Recommended Motion

Approve Contract Amendment No. 1 with the Flint Group in the amount of \$30,615 using Infrastructure Sales Tax funds.

Attachment



101 N 10th Street
Fargo, ND 58102
701-237-4850

Contact: Melissa Reichert
melissa.reichert@flint-group.com
701-499-2150

CONTRACT AMENDMENT 2019

City of Fargo
Engineering Department
225 4th St N, Fargo, ND 58102

MS - 19 - B0
Public Information Coordinator Services

December 5, 2019



Contact Information:

Company Name: Flint Communications (dba Flint Group)
Contact for this Proposal: Melissa Reichert, melissa.reichert@flint-group.com, 701-499-2150
Physical Mailing Address: 101 N 10th Street, Fargo, ND 58102
Telephone Number: 701-237-4850
Federal Tax ID: 45-0216764

Statement of Responsible Agent

We understand the requirements of the PIC contract and will gladly continue to comply with the provisions. Neither our company nor any of the individuals who will work on this contract has a conflict of interest.

This proposal is respectfully submitted by the Senior Vice President of Client Services, Kimberly Wold Janke, who is authorized to legally bind Flint Communications to the terms and conditions described herein.

A handwritten signature in black ink, appearing to read "Kimberly Wold Janke", with a long horizontal line extending to the right.

Kimberly Wold Janke, SVP



Mr. Jeremy Gorden, Transportation Division Engineer –

It's been a pleasure working with the City of Fargo in the capacity of the Public Information Coordinator (PIC) for the Engineering Department.

Flint understands the Department's goal of keeping the public informed about the status of and potential impacts from construction and infrastructure related projects as well as promoting safety in construction zones for the traveling public and construction workers.

Flint's efforts have helped with sharing positive, relatable and proactive messaging prior to and throughout the 2019 construction season. We understand and appreciate the amount of pressure and responsibility placed on City of Fargo Engineers. We believe our support role has helped Engineering Department staff focus their time and resources on other important project aspects.

The final contract labor hours and direct costs were billed on Flint Group invoice #255100 for full-service agency work between May – October 2019. The final invoice did not include all labor time completed on behalf of the Engineering Department between May – October. We've outlined the additional time rendered above the City of Fargo's estimated PIC services needed to keep all the FargoStreets communication channels timely. Flint's diverse team included: Public Relations, Social Media, Creative Services, Media Services and Website management and was managed under our Public Engagement team.

Our PIC team has integrated with the Engineering Department to create a streamlined approach, as well as a great working relationship, across your Department and the additional city departments that support road and infrastructure improvements in Fargo.

Thank you for your consideration of this contract amendment and continued partnership! For any additional clarification, please don't hesitate to contact us.

ADDITIONAL PIC SERVICES RENDERED – MAY – NOV 2019

ACTIVE ENGINEERING PROJECTS WITH REMAINING LABOR TIME:

- 52nd Avenue South – Full-service pre-construction planning and project start outreach
- 2019 Main Avenue – business engagement (approved by Jeremy; PIC services through NDDOT Fargo District contract)

LABOR TIME OVER CONTRACT: *Time held from final billing, #255100, or additional project time*

Account Management/Communication Planning: May – Oct

- Managed coordination and collaborative team work on all PR, website, creative services, media, and collateral
 - Updates to team for community management and channel updates
 - Contract invoicing and progress report
- Discussion with Gregg S about Public Works questions about separation and content direction of FargoStreets Channel

Engineering Meetings: Aug – October

- Weekly Engineering team meeting (Mondays, 8 meetings)

- Attendance of one to two PIC team members (travel is not billed)
- Project related follow up after meetings

Public Relations/Social Media/Media Monitoring/Public Info Meetings: June – Oct

- Drafted and distributed project **1** news releases – 13th Avenue South and 45th St S warranty work, after sending to Gregg S or Ty Filley for media distribution:
 - Distributed to zone and business emails via FargoStreets email
- Shared NDDOT Main Avenue project updates on FargoStreets social channels
- Regularly developed or shared community public awareness content for FargoStreets Facebook or other area project updates of interest
 - Edited and produced social video content for channel
 - Asked Project Managers/Division Engineers for further information on specific questions and posted approved response
- Regularly developed and posted engineering department educations or public awareness content on FargoStreets Twitter handle, or shares of other area project updates of interest
- Regularly developed and posted engineering department education or public awareness content on City of Fargo, FargoStreets Nextdoor Account
- Facilitated or shared media opportunity for FargoStreets projects
 - Media connect directly with Flint regarding road related questions
 - Weekly meetings with the Forum reporter (Barry Amundson) for construction column updates and packaged images/videos (if available for 52nd Avenue South)
- Monitored media mentions/social media conversations – share inclusions of note or for potential follow up
- Facilitation at Southwest Metro work zone public information meetings (every other Friday, West Fargo Sports Arena) and Facebook Live
 - Posted on FargoStreets channels – Event Page and Shared City of West Fargo LIVE video to page while on-site
 - Shared public info meeting reminder through south email distribution list
- Business engagement for Main Avenue – “Where’s Wally” Facebook scavenger hunt
 - Gift cards for winners - \$175

Website: May – Oct

- City of Fargo website – Time to post latest updates and current work zone status through COF VPN for PIC managed projects
- Interactive map edits – Managed projects and missed updates

Creative Services/Maps: June – Oct

- Work Zone/Project Maps – Updates to project maps and insert maps for 52nd Ave S, 19th Ave N, Roberts Street, 13th Avenue work zones
- Back to School – Layout updates for 52nd Avenue South materials
- Wally Updates – edits to Where’s Wally Graphic for business campaign
- 52nd Avenue South RCUT Animation video – concept and City edits

Contractor Meeting: May – Oct

- Weekly Contractor Meetings for 52nd Avenue South (Thurs, 20 meetings)



CONTRACT AMENDMENT COST PROPOSAL

2019 PIC [5/29/19 – 11/30/19]	SLATED BUDGET
Planning/Reporting/Acct Management [May – Nov]	\$ 1,750
52 nd Avenue – 45 th St to 63 rd St [Sept – Nov]	\$5,317.50
Main Avenue 2019 – DCP Partnership [July – Aug]	\$1,402.5
Maps [June – Nov]	\$7,700
Creative Services [Aug – Oct]	\$2,500
Website [June – Oct]	\$1,425
Social Media [May – Nov]	\$4,200
Media Relations [May – Nov]	\$1,600
Engineering Department Mtgs. [Aug – Nov]	\$1,945
Contract Mtgs.	\$1,995
Public Information Mtgs.	\$720
Email	\$60
TOTAL	\$30,615

- All travel time was cut from billing
- Flint Group is using our hourly rate card for each service rendered

FLINT GROUP RATE CARD

RATES	(\$)				
Account Coordination	115	Discovery	110	SEM Implementation	120
Account Management	130	Graphic Design/Art Direction	135	SEM Strategy	150
Art Direction	135	List Management	100	Social Media	
Art Production	115	PR Direction	125	Implementation	120
Automated Marketing		PR Implementation	130	Social Media Strategy	150
Execution	120	PR Strategy	150	Strategic Planning	150
Concept	150	Production Coordination	100	User Experience	150
Copywriting	135	Production Management	100	Web Development	135
Creative Direction	135	Project Management	130		
Crisis Management Strategy	175	Proofing	105		

If this estimate meets your approval, please sign and date below and return with your signature to Melissa Reichert (melissa.reichert@flint-group.com). Pricing estimates valid for 90 days. Any travel, shipping, postage or other incidental expenses (i.e. signage) are not included in this estimate unless otherwise noted. The estimate



includes the scope of work as outlined in this document. For items not mentioned, a revised scope of work will be completed with an accompanying estimate.

Approved by City of Fargo:

Printed Name: _____

Signature: _____

Date: _____

Approved by City of Fargo:

Printed Name: _____

Signature: _____

Date: _____

Flint Group Approval:

Printed Name: KIMBERLY WOLD JANKE

Signature: Kimberly Wold Janke

Date: 12/6/19

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(11)

Type: Reimbursement Request

Location: 5914 31st St S – Old Borrow Site

Date of Hearing: 11/25/2019

RoutingDate

City Commission

12/16/2019

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Civil Engineer Roger Kluck, regarding an old borrow site that was encountered by Designer Homes while excavating for new townhomes at 5932-5914 31st Street South.

NTI evaluated the site and developed a repair protocol. They recommended to over-excavate the site and backfill with granular materials or controlled density fill to the planned bottom of footing. Designer Homes got a bid to over excavate and fill with granular materials for \$18,900. Due to the wet fall and being behind schedule, Designer Homes elected to go with the controlled density fill option because it could be poured in the wet weather and it would harden quicker, thereby improving their construction schedule. The cost for the controlled density backfill is \$34,909.30.

The Committee discussed the recommendation by Engineering and the utilization of the property for flood protection.

On a motion by Steve Sprague, seconded by Mayor Mahoney, the Committee voted to recommend approval of reimbursement to Designer Homes in the amount of \$26,904.65 for the repair and backfill of the old borrow site located at 5914 31st Street South.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve payment to Designer Homes in the amount of \$26,904.65 for the repair and backfill of the old borrow site located at 5914 31st Street South.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Flood Sales Tax

Developer meets City policy for payment of delinquent specials

Yes No

Agreement for payment of specials required of developer

N/A

50% escrow deposit required

N/AN/ACOMMITTEE

Present Yes No Unanimous

11

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Steve Dirksen, Fire Chief

☒☒☐

Ryan Erickson

Bruce Grubb, City Administrator

☒☐☒

Ben Dow, Director of Operations

☒☐☒

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM, Civil Engineer II
Date: November 21, 2019
Re: 5914 31st St S - Old Flood Fight Borrow Site

Background:

In mid-October, Bronson Mathiason of Designer Homes contacted Engineering. Designer Homes had encountered an old flood fight borrow site while excavating for new townhomes at 5932-5914 31st St S. In reviewing the aerial photographs from past floods, I was able to verify that this area had been a location for sourcing borrow clay to fight floods along Drain 53. The last time we dealt with this type of request was at 2888 Samuel Drive in 2012/2013. At that time, it related to a foundation for a single family home and the cost reimbursed by the City was \$11,000.00.

I then met Bryan Kutter from Designer Homes at the site. Attachment 1 provides photographs of the construction site. Mr. Kutter confirmed that during excavation for the three townhomes, they had encountered a backfilled borrow hole in the east approximate 1/3 of the north unit. When the borrow area was encountered, the Contractor had Northern Technologies, LLC (NTI) review the site and develop a repair protocol (see Attachment 2). NTI recommended to over-excavate the site and backfill with granular materials or controlled density fill to the planned bottom of footing.

Designer Homes got a bid to over-excavate and remove the backfill materials and fill the resulting hole with granular fill for \$18,900.00 (Attachment 3 quote from Bottom Line Excavating LLC). At the time the fill materials were encountered, Fargo was in the midst of a very wet fall and construction throughout the City was behind schedule. Designer Homes elected to not go with the \$18,900.00 quote from Bottom Line Excavating because of the wet weather and being behind schedule. Designer Homes elected to go the controlled density backfill route because it could be poured in the wet weather and it would harden quicker, thereby improving their construction schedule. The cost for the controlled density backfill (Attachment 4) is as follows – All Finish: \$27,949.30, Bottom Line Excavating \$6,960.00 for a total of \$34,909.30.

It is Engineering's recommendation to go with the lower quote of \$18,900.00 because it is more in line with past PWPEC decisions and is the low cost solution. However, due to the wet fall weather and the overriding circumstance that the problem was caused by the City protecting its citizens from a past flood event, I believe it is worth further conversation by PWPEC on how to handle this problem. I will be present at the meeting to address any questions.

Recommended Motion:

To be determined by PWPEC.

REK/jmg
Attachments

C: Brenda Derrig, City Engineer
Jody Bertrand, Storm Sewer/Floodplain Division Engineer
Nathan Boerboom, FM Diversion Division Engineer

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM, Civil Engineer II
Date: December 3, 2019
Re: 5914 31st Street South - Old Flood Fight Borrow Site New Information

New Information:

At the meeting on November 25, 2019, I presented the following information for discussion:

Background:

In mid-October, Bronson Mathiason of Designer Homes contacted Engineering. Designer Homes had encountered an old flood fight borrow site while excavating for new townhomes at 5932-5914 31st Street South. In reviewing the aerial photographs from past floods, I was able to verify that this area had been a location for sourcing borrow clay to fight floods along Drain 53. The last time we dealt with this type of request was at 2888 Samuel Drive in 2012/2013. At that time, it related to a foundation for a single family home and the cost reimbursed by the City was \$11,000.00.

I then met Bryan Kutter from Designer Homes at the site. Attachment 1 provides photographs of the construction site. Mr. Kutter confirmed that during excavation for the three townhomes, they had encountered a backfilled borrow hole in the east approximate 1/3 of the north unit. When the borrow area was encountered, the Contractor had Northern Technologies, LLC (NTI) review the site and develop a repair protocol (see Attachment 2). NTI recommended to over-excavate the site and backfill with granular materials or controlled density fill to the planned bottom of footing.

Designer Homes got a bid to over-excavate and remove the backfill materials and fill the resulting hole with granular fill for \$18,900.00 (Attachment 3 quote from Bottom Line Excavating LLC). At the time the fill materials were encountered, Fargo was in the midst of a very wet fall and construction throughout the City was behind schedule. Designer Homes elected not to go with the \$18,900.00 quote from Bottom Line Excavating because of the wet weather and being behind schedule. Designer Homes elected to go the controlled density backfill route because it could be poured in the wet weather and it would harden quicker, thereby improving their construction schedule. The cost for the controlled density backfill (Attachment 4) is as follows – All Finish: \$27,949.30, Bottom Line Excavating \$6,960.00 for a total of \$34,909.30.

Following past practices, Staff's recommendation was to go with the lower quote of \$18,900.00. However, due to the wet fall weather and the overriding circumstance that the problem was caused by the City protecting its citizens from a past flood event, PWPEC Committee discussed the situation and recommended to offer \$26,900.00 to settle the matter with a provision that the Builder contact City Engineering prior to any extra work on old borrow areas if encountered to help mitigate the City's exposure and referred the issue on to Commission.

For the last meeting, I forgot to provide background information used in my analysis. I have attached Nathan Boerboom's PWPEC Memos from 10/2/2012 and 2/5/2013 for 2888 Samuel Drive to explain how I arrived at my then course of action.

December 3, 2019

Page 2

Since that date, City Engineer Brenda Derrig has found more information on this subject and we held the matter back from Commission. I have attached a PWPEC Memorandum dated April 30, 2014 concerning refilling flood borrow lots, a copy of an email from former City Engineer, April Walker, dated May 6, 2014 to the then landowner of Prairie Farms Steve Iverson about the PWPEC Action, and an aerial photo from our 2011 GIS with the re-platted lots shown. You can see the old road and borrow spots as well as the area that is the subject of this discussion. Based upon this new information, City Engineer Brenda Derrig and I agree that the matter should come back to PWPEC for further discussion.

Recommended Motion:

To be determined by PWPEC.

REK/klb

Attachments

C: Brenda Derrig, City Engineer
Jody Bertrand, Storm Sewer/Floodplain Division Engineer
Nathan Boerboom, FM Diversion Division Engineer







NTI
NORTHERN
TECHNOLOGIES, LLC

FIELD REPORT

Project No.: 19.F6009161.000 Date: Wed/10-23-19
Project: Providence at Prairie Farms - CMT
Location: Fargo, ND
Client: _____

WEATHER		SITE ACTIVITY
Temperature		Contractors Working:
High:	<u>40</u>	
Low:	<u>28</u>	
Current:		
Wind		
Direction:	<u>NNW</u>	
MPH:	<u>10-15</u>	
Sky		Crews/Equipment:
Clear	<input type="checkbox"/> Cloudy <input type="checkbox"/>	
Overcast	<input checked="" type="checkbox"/> Fog <input type="checkbox"/>	
Precipitation		
Last 24 Hrs:	Current:	
Rain	<input type="checkbox"/> Rain	<input type="checkbox"/>
Sleet	<input type="checkbox"/> Sleet	<input type="checkbox"/>
Snow	<input type="checkbox"/> Snow	<input type="checkbox"/>

Services provided under this field visit include:

<input checked="" type="checkbox"/> Excavation Observation	_____	<input type="checkbox"/> Cast Concrete Cylinders	_____
<input type="checkbox"/> Sampling of Soil	_____	<input type="checkbox"/> Plasticity Tests	_____
<input type="checkbox"/> Density Tests	_____	<input type="checkbox"/> Masonry Observation	_____
<input type="checkbox"/> Structural Steel Inspection	_____	<input type="checkbox"/> Cast Mortar Samples	_____
<input type="checkbox"/> Rebar Observation	_____	<input type="checkbox"/> Cast Grout Samples	_____
<input type="checkbox"/> Other	_____		

Summary of technical and/or engineering services performed, including field test data, locations, elevations and depth, are approximate. Field Test data may be estimated pending final laboratory results and engineer review.

Observations/Remarks:

Arrived on site at request of Mike with Bottomline Excavation.

Undocumented fill was encountered at bottom of existing elevation, at lot 13, NE
quadrant. Unsuitable material was removed resulting in overdig approx 30' X 50' X 8'.
(444,44cy)

Observed unsuitable material to be removed from overdig. Bearing soil was observed
to be native fat clay, light brown in color. Overdig to be filled with CDF.

NOTE: 3 PICTURES ATTACHED TO FIELD REPORT

Prepared By: Jess Bertz
On-Site Review

Time Arrived on Site: 9:00am Page: 1 of 1
NTI Review Plus 3 Pictures

Signed:
Print Name:
Position:
Company:

Reviewed By:
<u>Adam Wilson</u>
Distribution Date:

Note: The responsibilities and authority of NTI and NTI's Field Personnel include neither the responsibilities nor the authority of the "Competent Person" for the Project Site as defined by OSHA Regulations: 29 CFR 1926, Subpart P.







301 7th ST NW
West Fargo, ND 58078

Estimate

Date	Estimate #
11/13/2019	1044

Name / Address
Designer Homes

		Project		
		5914		
Item	Description	Qty	Cost	Total
Sand	Repair poor soil overdig at 5914 31st St S FGO Tons of Class 5 gravel to place and compact under footings to replace disturbed soils. Depth of disturbed fill is approximately 8ft below bottom of footing. When using engineered fill under footings we must maintain 1:1 ratio of depth to distance outside of footing. 8ft deep = 8ft outside of footing. The area to be excavated and filled would be about 1500 SF.	850	14.00	11,900.00
Equipment	If CDF is used, we just need to be outside of footing by a foot or two and no testing is needed. Excavator, Skidsteer, and Packer to place and compact class 5 in 10 inch lifts to 95%. This is an estimate on time. \$350 per hour for all pieces. This estimate does NOT include testing! This estimate is on top of what was already invoiced.	20	350.00	7,000.00
		Total		\$18,900.00



801 Christianson Drive West - West Fargo, ND 58078
218-287-1151

Invoice

Date	Invoice #
10/28/2019	14982

Bill To
Designer Homes 4342 15th Ave S Suite 105 Fargo, ND 58103

Job Number - Location	Terms	Rep
19446 - 5914 31st St S - Fargo	Due on receipt	Eric

Description	Qty	Rate	Total
CHANGE ORDER DUE TO OVERDIG AND SOIL ISSUES			
CDF Fill / With Accelerator and Cold Weather Charges YD	220	113.1975	24,903.45
Tele-Belt Placement	1	1,919.55	1,919.55
Additional concrete needed in 112 Lin Ft of footing due to overdig	112	10.05625	1,126.30
28" Thick Footing			

****All exterior concrete needs to be sealed after 28 day cure or before freezing temperatures in order for warranty to apply.****

Any cracks or spawls after temps drop below 30 are owners responsibility.

Total	\$27,949.30
Payments/Credits	\$0.00
Balance Due	\$27,949.30

FINANCE CHARGES ASSESSED ON INVOICES NOT PAID 30 DAYS FROM INVOICE DATE



3950 37TH AVE S
REMIT TO:
PO BOX 10325
FARGO, ND 58106

Invoice

Date	Invoice #
10/23/2019	61970

701-367-1759 MANDI@KOSTMATERIALS.COM

Bill To

ALL FINISH
801 CHRISTIANSON DR
WEST FARGO, ND 58078

Delivery Address

5914 31ST ST S
FARGO-4"SLUMP

PO/JOB#						Terms
RYAN 19446						Net 30
Date Shipped	Quantity	Description	Plant	Ticket#	Rate	Amount
10/23/2019	10	CONTROL DENSITY FILL	1	154569	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154569	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154571	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154571	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154578	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154578	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154580	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154580	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154583	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154583	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154587	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154587	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154588	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154588	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154590	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154590	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154592	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154592	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154593	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154593	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154594	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154594	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154595	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154595	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154599	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154599	6.00	60.00T
10/23/2019	10	CONTROL DENSITY FILL	1	154600	79.00	790.00T
10/23/2019	10	WINTER CHARGE	1	154600	6.00	60.00T
Total Yards	Total Tons	Subtotal	Sales Tax (7.5%)		Invoice Total	
140	0	\$11,900.00	\$892.50		\$12,792.50	

Please Note: This invoice serves as a pre lien notice for the delivery address listed above.

Invoice

SHIP TO

ALL FINISH CONCRETE INC.
2019 FARGO ANNUAL
Various
FARGO ND 58103

1601232

**Direct inquiries to:**

Aggregate Industries - MWR, Inc
28098 Network Place
Chicago IL 60673-1280
Phone: 1-855-339-4900

ALL FINISH CONCRETE INC.
801 CHRISTIANSON DR
WEST FARGO ND 58078

Page 1 of 6

41757	10/25/2019	711761926
CUSTOMER NO.	INVOICE DATE	INVOICE NUMBER

Sales District: 3274 JOSEPH WOOD

Ship Date	Plant	FOB FP	Bill of Lading#	Material Description	Quantity	U/M	Unit Price	Gross Amount
10/23	FARW	FP	59407807	5914 31ST ST S FARGO PO#: 19446 / RYAN Lot/Block#: BELT CDF:200,CD FILL,80CETN,EF60 Lot/Block#: BELT HOT WATER 2 Lot/Block#: BELT NCA 2.0% (MANUAL) Sales Tax Invoiced	9.000	YD3	94.50	850.50
10/23	FARW	FP	59407817	5914 31ST ST S FARGO PO#: 19446 / RYAN Lot/Block#: BELT CDF:200,CD FILL,80CETN,EF60 Lot/Block#: BELT HOT WATER 2 Lot/Block#: BELT NCA 2.0% (MANUAL) Sales Tax Invoiced	9.000	YD3	94.50	850.50
10/23	FARW	FP	59407823	5914 31ST ST S FARGO PO#: 19446 / RYAN Lot/Block#: BELT CDF:200,CD FILL,80CETN,EF60 Lot/Block#: BELT HOT WATER 2 Lot/Block#: BELT	9.000	YD3	94.50	850.50
					9.000	YD3	7.00	63.00
					9.000	YD3	13.00	117.00
								77.29
					9.000	YD3	94.50	850.50
					9.000	YD3	7.00	63.00
					9.000	YD3	13.00	117.00
								77.29
					9.000	YD3	94.50	850.50
					9.000	YD3	7.00	63.00

FP= Freight Prepaid, ZFC= FOB Carrier Location, TON= US Tons, TO= Metric Tons, M3= Cubic Meters, EA= Each, YD3= Cubic Yards

Caution: Freshly mixed cement, concrete or grout may cause skin injury. Avoid prolonged contact with skin where possible and wash exposed areas promptly with water. If any cement mixture gets into eyes, rinse immediately and repeatedly with water and get prompt medical attention. KEEP OUT OF REACH OF CHILDREN

IMPORTANT: DETACH AND ENCLOSE THIS COUPON WITH YOUR PAYMENT

711761926

INVOICE NUMBER

ALL FINISH CONCRETE INC.
801 CHRISTIANSON DR
WEST FARGO ND 58078

DEDUCTION REASONS

1. Price \$ _____
2. Freight \$ _____
3. Tax \$ _____
4. Other \$ _____

REMIT Aggregate Industries - MWR, Inc
28098 Network Place
TO: Chicago IL 60673-1280

AMOUNT REMITTED \$ _____

41757	10/25/2019	9,847.02
CUSTOMER NO.	INVOICE DATE	INVOICE AMOUNT

Invoice

SHIP TO

ALL FINISH CONCRETE INC.
2019 FARGO ANNUAL
Various
FARGO ND 58103

ALL FINISH CONCRETE INC.
801 CHRISTIANSON DR
WEST FARGO ND 58078

**Direct inquiries to:**

Aggregate Industries - MWR, Inc
28098 Network Place
Chicago IL 60673-1280
Phone: 1-855-339-4900

Page 2 of 6

41757	10/25/2019	711761926
CUSTOMER NO.	INVOICE DATE	INVOICE NUMBER

Ship Date	Plant	FOB FP	Bill of Lading#	Material Description	Quantity	U/M	Unit Price	Gross Amount
10/23	FARW	FP	59407827	NCA 2.0% (MANUAL) Sales Tax Invoiced 5914 31ST ST S FARGO PO#: 19446 / RYAN Lot/Block#: BELT CDF:200,CD FILL,80CETN,EF60 Lot/Block#: BELT HOT WATER 2 Lot/Block#: BELT	9.000	YD3	13.00	117.00 77.29
10/23	FARW	FP	59407830	NCA 2.0% (MANUAL) Sales Tax Invoiced 5914 31ST ST S FARGO PO#: 19446 / RYAN Lot/Block#: BELT CDF:200,CD FILL,80CETN,EF60 Lot/Block#: BELT HOT WATER 2 Lot/Block#: BELT	9.000	YD3	94.50	850.50
10/23	FARW	FP	59407831	NCA 2.0% (MANUAL) Sales Tax Invoiced 5914 31ST ST S FARGO PO#: 19446 / RYAN Lot/Block#: BELT CDF:200,CD FILL,80CETN,EF60 Lot/Block#: BELT HOT WATER 2 Lot/Block#: BELT	9.000	YD3	7.00	63.00
10/23	FARW	FP	59407833	NCA 2.0% (MANUAL) Sales Tax Invoiced 5914 31ST ST S FARGO PO#: 19446 / RYAN Lot/Block#: BELT CDF:200,CD FILL,80CETN,EF60 Lot/Block#: BELT HOT WATER 2 Lot/Block#: BELT	9.000	YD3	13.00	117.00 77.29
10/23	FARW	FP	59407835	NCA 2.0% (MANUAL) Sales Tax Invoiced 5914 31ST ST S FARGO PO#: 19446 / RYAN Lot/Block#: BELT CDF:200,CD FILL,80CETN,EF60 Lot/Block#: BELT HOT WATER 2 Lot/Block#: BELT	9.000	YD3	94.50	850.50
10/23	FARW	FP	59407836	NCA 2.0% (MANUAL) Sales Tax Invoiced 5914 31ST ST S FARGO PO#: 19446 / RYAN Lot/Block#: BELT CDF:200,CD FILL,80CETN,EF60 Lot/Block#: BELT HOT WATER 2	9.000	YD3	7.00	63.00
					9.000	YD3	13.00	117.00 77.29
					9.000	YD3	94.50	850.50
					9.000	YD3	7.00	63.00
					9.000	YD3	13.00	117.00 77.29
					9.000	YD3	94.50	850.50
					9.000	YD3	7.00	63.00
					9.000	YD3	13.00	117.00 77.29
					8.000	YD3	94.50	756.00
					8.000	YD3	7.00	56.00

FP= Freight Prepaid, ZFC= FOB Carrier Location, TON= US Tons, TO= Metric Tons, M3= Cubic Meters, EA= Each, YD3= Cubic Yards

Caution: Freshly mixed cement, concrete or grout may cause skin injury. Avoid prolonged contact with skin where possible and wash exposed areas promptly with water. If any cement mixture gets into eyes, rinse immediately and repeatedly with water and get prompt medical attention. KEEP OUT OF REACH OF CHILDREN
SEE BACK OF FIRST PAGE FOR DETAILS OF TERMS AND CONDITIONS

Invoice

SHIP TO

ALL FINISH CONCRETE INC. 2019 FARGO ANNUAL Various FARGO ND 58103
--

ALL FINISH CONCRETE INC. 801 CHRISTIANSON DR WEST FARGO ND 58078
--

Direct inquiries to:

Aggregate Industries - MWR, Inc
 28098 Network Place
 Chicago IL 60673-1280
 Phone: 1-855-339-4900

Page 3 of 6

41757	10/25/2019	711761926
CUSTOMER NO.	INVOICE DATE	INVOICE NUMBER

Ship Date	Plant	FOB FP	Bill of Lading#	Material Description	Quantity	U/M	Unit Price	Gross Amount
				Lot/Block#: BELT NCA 2.0% (MANUAL) Sales Tax Invoiced Total Units Total Invoice Amount Before Tax Tax Total Amount Due Payment Terms: Net 30 days from invoice list date Finance charges will be applied on overdue accounts at the rate of 1.5% per month / 18% per annum	8,000	YD3	13.00	104.00
					80,000	YD3		68.70
								9,160.00
								687.02
								9,847.02

FP= Freight Prepaid, ZFC= FOB Carrier Location, TON= US Tons, TO= Metric Tons, M3= Cubic Meters, EA= Each, YD3= Cubic Yards

Caution: Freshly mixed cement, concrete or grout may cause skin injury. Avoid prolonged contact with skin where possible and wash exposed areas promptly with water. If any cement mixture gets into eyes, rinse immediately and repeatedly with water and get prompt medical attention. KEEP OUT OF REACH OF CHILDREN
 SEE BACK OF FIRST PAGE FOR DETAILS OF TERMS AND CONDITIONS

TERMS AND CONDITIONS OF SALE

UNITED STATES

1. **ACCEPTANCE** These Standard Terms and Conditions ("Terms") govern all sales of products and materials (the "Products") by Aggregate Industries Management, Inc. ("AI"), Lafarge North America, Inc. ("LNA") or any member, subsidiary or affiliate of AI or LNA ("Seller") to Buyer regardless of whether Buyer purchases the Products through the medium of written purchase orders or electronic orders via EDI (collectively, "Purchase Orders"). Upon receipt by Buyer of an express acceptance by Seller or upon commencement of performance by Seller, these Terms, the Purchase Order, as modified by Seller's acceptance or order acknowledgment, become a binding contract between Buyer and Seller on the terms reflected in those documents (the "Sales Agreement"). Notwithstanding the foregoing, Seller's acceptance of any order is subject to Buyer's assent to these Terms. Buyer's assent to these Terms shall be presumed from Buyer's receipt of Seller's Terms or Buyer's acceptance of all or any part of the Products ordered; no addition or modification of these Terms shall be binding upon Seller unless agreed to by Seller in writing. If a Purchase Order or other correspondence or documentation contains terms or conditions contrary to the terms and conditions contained herein, Seller's acceptance of any order shall not (i) be construed as assent to such contrary or additional terms and conditions or (ii) constitute a waiver by Seller of any of the terms and conditions contained in these Terms. Any additional, inconsistent or different "Conditions of Purchase" or the like of Buyer contained in Buyer's purchase order or other document submitted to Seller at any time, whether before or after the date hereof, are hereby expressly rejected by Seller.
2. **PRICE** The price of the Products, as set forth in the Purchase Order, does not include sales, use, excise or any other taxes or assessments levied by any federal, state, municipal or other governmental authority, unless Seller expressly agrees otherwise. In case of dispute between verbal or faxed quotations and a written quotation provided by Seller to Buyer (a "Written Quotation"), the Written Quotation shall be the controlling document. If during the performance of this contract, the price of materials increases, through no fault of Seller, the price of Products, under this Sales Agreement shall be equitably adjusted by an amount reasonably necessary to cover any such price increases. Such price increases shall be documented through quotes, invoices, or receipts.
3. **PAYMENT** Payments must be made to Seller in U.S. dollars within (30) days of Buyer's receipt of the Products or invoice, whichever is sooner. Payments not received when due will bear interest at the lower of 18% per annum or the maximum rate allowed by applicable law. Seller reserves the right to limit or cancel the credit of Buyer, and Seller may require or demand payment or adequate assurances of performance from Buyer prior to taking any preparatory steps for performing the Sales Agreement or beginning the manufacture of the Products. Notwithstanding the foregoing payment terms, in the event of a conflict or discrepancy between the payment terms set forth on the face of a Written Quotation and the terms set forth herein, the payment terms included on such Written Quotation shall control and govern.
4. **SPECIFICATIONS** Seller shall manufacture the Products in substantial conformity with the drawings, data, instructions, samples and specifications, if any, that are provided by Buyer in a timely fashion and reflected by Seller in a Written Quotation. All product and product-related specifications are subject to applicable freight classification, Seller's customary manufacturing processes and industry courses of dealing and usages of trade.
5. **SHIPMENT** Unless otherwise specified by Seller, all prices are FOB Seller's manufacturing facility. Buyer must pay all transportation costs of the Products. Seller may make partial shipments at Seller's sole discretion. Seller must endeavor to meet the shipping date specified by Buyer. If Seller is unable to meet such date, Buyer has no claim for damages resulting from any delay in delivery.
6. **TITLE AND RISK OF LOSS** Title to the Products passes to Buyer when Seller has received full and indefeasible payment for such Products. Seller is not responsible for damage or loss in transit. All risk of loss to the Products passes to Buyer as the Products are loaded onto the carrier. Buyer must obtain adequate insurance to cover the Products from the time risk of loss has passed from Seller.
7. **LIMITED WARRANTY** Seller warrants that the Products will meet the specifications. **THE FOREGOING NOTWITHSTANDING, SELLER IS NOT LIABLE FOR NORMAL MANUFACTURING DEFECTS OR FOR CUSTOMARY VARIATIONS FROM QUANTITIES OR SPECIFICATIONS. UNLESS EXPRESSLY STATED IN THE SALES AGREEMENT, SELLER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND (WHETHER ARISING BY IMPLICATION OR BY OPERATION OF LAW) WITH RESPECT TO THE PRODUCTS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER MATTER. THIS SECTION SURVIVES THE TERMINATION OR CANCELLATION OF THE SALES AGREEMENT.**
8. **CONDITIONS OF APPLICABILITY OR WARRANTY** Seller's warranty of any Product is of no effect if (i) the Product is not stored or handled appropriately, (ii) the defect of the Product resulted from damages occurring after delivery of the Product, (iii) the defect of the Product has not been reported to Seller within thirty (30) days after delivery, or (iv) the defect should have been discovered by Buyer in Buyer's inspection and it is not reported to Seller within ten (10) days after the Product's arrival at the destination.
9. **DEFECTIVE PRODUCTS** If a Product does not conform to the limited warranty in Section 7 and the warranty is not excluded by Section 8, then Buyer must promptly notify Seller. Upon receipt of a claims report, Seller must either ask Buyer for a sample of the defective Product or schedule an inspection of the defective Product. If Seller determines that the Product does not comply with the warranty provided in Section 7, then Seller must repair or replace the defective Product at no cost to Buyer. Except as provided in this Section 9, SUCH REPAIR OR REPLACEMENT IS THE ONLY REMEDY OF BUYER FOR ANY BREACH OF THE LIMITED WARRANTY PROVIDED BY SELLER IN SECTION 7.
10. **RETURNS** No Products may be returned to Seller without providing prompt written notice of that intent and obtaining Seller's prior written consent. Returned Products must be securely packed by Buyer to reach Seller without damage. Buyer is responsible for the costs of returning the Products without being damaged.
11. **LIABILITY LIMITATION. IN NO EVENT IS SELLER RESPONSIBLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL DIRECT AND INDIRECT LOST PROFITS, REGARDLESS OF WHETHER THOSE DAMAGES WERE FORESEEABLE.** Except as expressly set forth herein, nothing herein or in any quotation shall (i) create any right, cause of action or claim of, for, or on behalf of the Buyer, its, heirs, successors, or assigns, or any third party under any theory, whether in contract, tort, negligence, strict liability or otherwise, other than the rights expressly set forth and created herein; (ii) create, modify or extend any express or implied warranties, or any limitations of those warranties; (iii) give the Buyer any rights to claim any direct or indirect damages of any nature, including but not limited to any incidental or consequential damages that may arise out of the use of any of the goods described herein or in such quotation or any parts thereof, or any Product replacement provided by Seller. As part of the consideration for the Product, Buyer agrees not to sue Seller in respect of these Terms or any quotation related to the Products described herein or therein (unless Seller has breached one of the duties expressly created hereunder), and Buyer further agrees to indemnify Seller from any and all claims, costs, fees and

expenses, including reasonable attorneys' fees, that may be incurred or spent incident to any such claim by any party (unless Seller has breached one of the duties expressly created hereunder, and then limited only to that claim alone).

12. **TERMINATION.** In the event of a breach by Buyer, Seller may terminate the Sales Agreement upon giving ten days' written notice of termination. If the Sales Agreement is terminated by Seller because of Buyer's breach, Seller is entitled to reasonable reimbursement from Buyer for any labor, material or other expenses incurred in connection with the Sales Agreement, plus a reasonable amount for overhead.

13. **EXCUSABLE DELAYS.** Seller is not liable or responsible for delay or failure to perform any of Seller's obligations under the Sales Agreement occasioned by (i) any cause beyond its reasonable control, including, but not limited to, a labor dispute, industry disturbance, fires, unusually severe weather conditions, earthquakes, floods, declared or undeclared war, epidemics, computer malfunctions, civil unrest, riots, lack of supplies, delay in transportation, governmental, regulatory or legal action, act of God, or (ii) by acts or omissions of Buyer, including, but not limited to, Buyer's failure to promptly comply with the terms of payment under the Sales Agreement ("Excusable Delays"). The date of delivery shall be extended for a period equal to the time lost by reason of any of the Excusable Delays.

14. **INDEMNIFICATION.** To the maximum extent allowed by law, Buyer shall defend and indemnify Seller and its employees and agents against all sums, costs, liabilities, losses, obligations, suits, actions, damages, penalties, fines, interest and other expenses (including investigation expenses and attorneys' fees) that Seller may incur or be obligated to pay as a result of (i) Buyer's negligence or Buyer's use, ownership, maintenance, transfer, transportation or disposal of the Products; (ii) any infringement or alleged infringement of the industrial and intellectual property rights of others arising from Buyer's plans, specifications (including Buyer's trademarks and brand names) or production of the Products ordered by Buyer; (iii) Buyer's violation or alleged violation of any federal, state, county or local laws or regulation, including without limitation, the laws and regulations governing product safety, labeling, packaging and labor practices; or (iv) Buyer's breach of the Sales Agreement.

15. **ENTIRE AGREEMENT.** The Sales Agreement comprises the complete and final agreement between Seller and Buyer and supersedes all prior negotiations, proposals, representations, commitments, understandings or agreements between Seller and Buyer, either written or oral, on its subject. No other agreement, quotation or acknowledgment in any way purporting to modify any of the terms of the Sales Agreement is binding upon Seller unless made in writing and signed by Seller's authorized agent. The Sales Agreement may not be altered or modified except by written agreement of Seller and Buyer. Any other representations or statements (whether oral or written) made by any person, including employees or other agents of Seller, that are inconsistent with the Sales Agreement must be disregarded by Buyer, do not constitute warranties and are not binding upon Seller. If any model or sample was shown to Buyer, such model or sample was used merely to illustrate the general type and quality of goods and not to represent that the Products would necessarily conform to the model or sample.

16. **SUCCESSORS AND ASSIGNS.** The Sales Agreement binds and inures to the benefit of Buyer and Seller and their respective successors and permitted assigns. Buyer may not assign any interest in, nor delegate any obligation under the Sales Agreement, without Seller's prior written consent.

17. **GOVERNING LAW.** The validity, construction and performance of the Sales Agreement is governed by, and must be construed in accordance with, the law of the state of the transaction's point of sale (the "Governing State"), without regard to such state's conflicts of law provisions.

18. **DISPUTE RESOLUTION.** Any dispute in connection with the Sales Agreement must be resolved through binding arbitration in the Governing State, pursuant to the commercial arbitration rules of the American Arbitration Association. The results of any arbitration will be final and non-appealable. The foregoing notwithstanding, Seller reserves the right to invoke the jurisdiction of any competent court to remedy or prevent violation of any provision of the Sales Agreement.

19. **JURISDICTION AND VENUE.** Buyer irrevocably submits and agrees to the jurisdiction of the state and federal courts of the Governing State. Any action, suit or proceeding related to, or in connection with, the Sales Agreement and, to the extent permitted by applicable law, Buyer waives and agrees not to assert as a defense in any such action, suit or proceeding any claim (i) that Buyer is not personally subject to the jurisdiction of the state and federal courts in the Governing State; (ii) that the venue of the action, suit or proceeding is improper; (iii) that the action, suit or proceeding is brought in an inconvenient forum; or (iv) that the subject matter of the Sales Agreement may not be enforced in or by the state or federal courts of the Governing State. Without prejudice to any other mode of service, Buyer consents to service of process relating to any such proceedings by personal or prepaid mailing (air mail if international) in registered or certified form a copy of the process to the Buyer at the address set forth in Section 22.

20. **WAIVER.** The waiver by Seller of any breach by Buyer of any provision of the Sales Agreement may not be construed to be either a waiver of the provision itself as to subsequent application or any other provision of the Sales Agreement.

21. **SEVERABILITY.** If any provision of the Sales Agreement is held by a court of competent jurisdiction to be contrary to law or public policy, the remaining provisions of the Sales Agreement remain in full force and effect.

22. **NOTICES.** No notice or other communication under the Sales Agreement is sufficient to affect any rights, remedies or obligations of either party unless the notice or communication is in writing and (as elected by the party giving the notice) is (i) personally delivered, (ii) transmitted by facsimile (with a receipt acknowledgment), (iii) transmitted by electronic computer mail, (iv) transmitted by a recognized courier service, or (v) mailed (air mail if international) in registered or certified form, to the party to which notice or communication is being given at the following address: (a) if to Seller, at its address designated on the face of the Written Quotation; ATTN: SALES DEPARTMENT and (b) if to Buyer, at its address designated on the face of the Written Quotation. Notices or communications shall be deemed to have been duly given (i) on the date of receipt if delivered personally, (ii) on the date of transmission if delivered by facsimile, (iii) on the date of transmission if transmitted by electronic computer mail, (iv) one day after pickup by courier if delivered by courier or (v) five days after mailing if delivered by the postal service. Either party may change its address by providing notice to the other party.

23. **CONSTRUCTION.** The headings of the Sections in these Terms are provided for convenience only and may not be considered in the interpretation of the Sales Agreement. The parties agree that the provisions of the Sales Agreement may not be construed in favor of or against either party by reason of the extent to which a party or its professional advisors participated in the preparation of the Sales

Agreement.

24. **SURVIVAL.** The terms of the Sales Agreement that by their nature are reasonably intended by the parties to survive the Sales Agreement's expiration or earlier termination, including, but not limited to, Sections 7, 8, 9, 10, 11, 14, 17, and 18 and this Section 24, shall survive the expiration or termination of the Sales Agreement.



301 7th ST NW
West Fargo, ND
58078

Invoice

Bill To

Designer Homes

Date

Invoice #

10/29/2019

1682

Terms

Due Date

P.O. No.

Due on receipt

10/29/2019

5914

Location	Item	Qty	Description	Rate	Amount
5914 31st St S FGO	Equipment	14	Excavator hours to remove poor soil out of building area. 3 hours on 10/18 5 hours on 10/22 6 hours on 10/23	150.00	2,100.00
	Sand	270	Tons of sand to be placed and compacted to restore the fill that was removed from under the floor area after CDF was placed. Do to weather and time frame, CDF was the best option to correct this problem. NTI suggests clay to be compacted under footings or CDF. Weather is too wet and cold to attempt this with clay.	18.00	4,860.00
				Total	\$6,960.00
				Payments/Credits	\$0.00
				Balance Due	\$6,960.00

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(12)

Project No. FM-16-A0

Type: Amendment #2

Location: County Road 20

Date of Hearing: 11/12/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/16/2019</u>
Finance Committee	<u>11/25/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Amendment #2 submitted by Moore Engineering. Project FM-16-A0 was started in 2016 to construct flood protection for the north side of Fargo, north of County Road 20. Due to difficulty meeting FAA requirements as well as the FM Diversion being placed with an injunction, it was decided to suspend this project. Through development of Plan B by the Diversion Authority, it was determined that the project is necessary to accommodate flow through town to a river level of 37-feet. This Amendment #2, in the amount of \$502,283.22, is to re-start the project, which had previously been suspended.

Staff is recommending approval of Amendment #2 in the amount of \$502,283.22, bringing the total contract amount to \$525,000.00.

On a motion by Kent Costin, seconded by Brenda Derrig, the Committee voted to recommend approval of Contract Amendment #2 to Moore Engineering and move to finance for review.

RECOMMENDED MOTION

Move to Finance for approval.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Flood Sales Tax

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

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

COMMITTEE

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

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


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

REPORT OF ACTION**FINANCE COMMITTEE**

Project: North Side Flood Control
Project FM-16-A0

Type: Engineering, Design and
Inspection Services

Location: Area North of County Road 20

Date of Hearing: November 25, 2019


<u>Routing</u>	<u>Date</u>
City Commission	<u>12/2/19</u>
Project File	<u> </u>

Contract Amendment #2 for the additional design and inspection services for the North Side Flood Control project with Moore Engineering.

Through the development of Plan B by the Diversion Authority, it was determined that the project is necessary to accommodate flow through town to a level of 37-feet. With the FM Diversion in place, Engineering has restarted the project development with a goal to develop a levee alignment that would satisfy FAA to clear their environmental requirements and allow flood protection north of County Road 20 from I-29 to the Red River.

MOTION:

On a motion by Mayor Mahoney, seconded by Mike Redlinger, the Finance Committee voted to approve the Contract Amendment #2 for an amount of \$502,283.22 with funding from Flood Sales Tax Fund 460 with Moore Engineering for Project FM-16-A0, to be forwarded on to the City Commission with a recommendation for approval.

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

Memorandum

To: Members of PWPEC

From: Roger Kluck, PE CFM, Civil Engineer II, Storm Water

Date: November 5, 2019

Re: Project No. FM-16-A0 – Amendment #2 - Consultant Services for Design and Construction Engineering Services for North Side Cass County 20 and 31 Area Flood Control Project

Background:

On February 29, 2016, a Project Scoping Request was sent out to develop plans to construct flood protection for the north side of Fargo north of County Road 20. Moore Engineering was selected to do the engineering out of the field of submittals. The design contract was as follows (See attachment 1):

Design Phase 1	\$175,000.00
Design Phase II	\$150,000.00
Design Phase III	\$200,000.00
Total Hourly Not to Exceed:	\$525,000.00

As the design work progressed, it was found that an FAA permit was required along with re-alignment of the planned levee to avoid airport-landing equipment. It was also determined that the project should use the Consultant for construction administration. This scope change resulted in design cost increases and Amendment #1 was approved (See attachment 2). This Amendment broke down as follows:

Design Phase I	\$175,000.00
Contract Amendment 1	\$125,800.00
Design Phase II	\$150,000.00
Design Phase III	\$200,000.00
Total Hourly Not to Exceed:	\$650,800.00

Construction Administration Phase I	\$157,000.00
Construction Administration Phase II	\$140,000.00
Construction Administration Phase III	\$175,000.00
Total Hourly Not to Exceed:	\$472,000.00

Design and permitting continued until late 2017. At that point, the levee alignments were having difficulty meeting FAA requirements as well as the FM Diversion being placed within an injunction; therefore, it was decided to suspend design and permitting operations on this project and focus on other in-town flood control projects. At the time of suspension of the design, \$521,083.22 was expended of the contract design amount of \$650,800.00 and none of the Construction Administration funds of \$472,000.00 had been spent.

Through the development of Plan B by the Diversion Authority, it was determined that the project is necessary to accommodate flow through town to a level of 37-feet. With the FM Diversion in place, Engineering has restarted the project development with a goal to develop a levee alignment that would satisfy FAA to clear their environmental requirements and allow flood protection north of County Road 20 from I-29 to the Red River. Through the summer and into the fall, City Engineers were in contact with FAA, the Airport Manager, and the County Engineer working on a new levee alignment. (See attachment 3). Positive progress is being made and Engineering would like to re-start the design process with Moore Engineering and amend the contract to reflect the revised scope of work. It should be noted, the original contract was approved in 2016 and Moore Engineering, Inc. consulting rates will be amended to reflect the current billing rates.

Contract Amendment #2 is included (attachment 3). The remaining design and construction administration and Amendment # 1 will be zeroed out as follows:

Original Design Remaining	\$129,716.78
<u>Original Construction Administration Remaining</u>	<u>\$472,000.00</u>
Total:	\$601,716.78

The new revised design and construction administration breaks out as follows:

Revised Design Phase I (Levee)	\$462,000.00
<u>Revised Location Phase II (Lift Station)</u>	<u>\$190,000.00</u>
Total Revised Design Hourly Not to Exceed:	\$652,000.00

Revised Construction Administration Phase I (Levee)	\$297,000.00
<u>Revised Construction Administration Phase II (Lift Station)</u>	<u>\$155,000.00</u>
Total Revised Construction Administration Hourly Not to Exceed:	\$452,000.00

The net contract increase is computed as $-\$601,716.78 + \$652,000.00 + \$452,000.00 = \$502,283.22$.

Funding will come from the Flood Sales Tax.

Recommended Motion:

Approve Amendment #2 in the amount of \$502,283.22 to Moore Engineering, Inc., with funding coming from the Flood Sales Tax Fund 460.

REK/klo
Attachments

This is Task Order No. 1,
consisting of 17 pages.

Task Order

In accordance with paragraph 1.01 of the Task Order Agreement Between Owner and Engineer For Professional Design Services, dated February 23, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: Project #FM-16-A0 – Cass County 20 Area Flood Mitigation Project
- B. Description: Task order is for design services to develop several potential alignments for levees north of Cass County 20 from I29 to Cass County Highway #31. This project will also include relocation of storm sewer lift station #53 to the east side of 25th Street at Drain 10.

2. Services of Engineer

Services to be completed by the Engineer are as specified in the proposal submitted by Moore Engineering, Inc. dated March 9, 2016. Proposal is attachment A of this task order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated February 23, 2016.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>Phase 1 - Design Services</u>	<u>June 17, 2016</u>
<u>Phase 2 - Design Services</u>	<u>Late August 2016</u>
<u>Phase 3 - Design Services</u>	<u>TBD</u>

5. **Payments to Engineer**

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
<i>Basic Services: Phase 1</i>	<i>Hourly, not to exceed</i>	<i>\$175,000</i>
<i>Basic Services: Phase 2</i>	<i>Hourly, not to exceed</i>	<i>\$150,000</i>
<i>Basic Services: Phase 3</i>	<i>Hourly, not to exceed</i>	<i>\$200,000</i>

B. The terms of payment are set forth in Article 3 of the Agreement and in Attachment A.

6. **Consultants: N/A**

7. **Other Modifications to Agreement:**

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. **Attachments:**

Attachment A – Proposal submitted by Moore Engineering, Inc. dated March 9, 2016

Attachment B – Project Scoping Request created by City of Fargo, dated February 29, 2016

9. **Documents Incorporated By Reference: N/A**

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 _____, 2016.

OWNER:

ENGINEER:

By: _____

By: _____

Name: April E. Walker

Name: Chad Engels

Title: City Engineer

Title: Project Manager

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Rob Hasey

Name: Brett Bailly

Title: Project Manager

Title: Project Engineer

Address: 200 3rd St North
Fargo, ND 58102

Address: 925 10th Avenue East
West Fargo, ND 58078

E-Mail Address: rhasey@cityoffargo.com

E-Mail Address: bbailly@mooreengineeringinc.com

Phone: 701-476-4041

Phone: 701-499-5841

Fax: 701-241-8101

Fax: 701-282-4530

Attachment A



March 9, 2016

Fargo Engineering Department
c/o City Hall
200 3rd Street N
Fargo, ND 58102

RE: City of Fargo Project #FM-16-A0 - Cass County 20 Area Flood Mitigation Project

Dear Selection Committee Members:

Moore Engineering is pleased to submit the enclosed quote for the Cass County 20 Area Flood Mitigation Project. Our team is [well-equipped with the expertise and experience](#) necessary to successfully partner with the city on this project. Moore Engineering has worked with the Airport Authority on several recent projects and is adept at obtaining FAA permits. Moore also [designed the recent reconstruction of Drain 10](#) at the proposed pump station location.

We understand and appreciate your expectations and have carefully considered the scope of engineering services requested.

The Moore Engineering team selected for this project includes:

- Project Manager - Chad Engels, PE
- Design and Specifications - Brett Bailly, PE
- InfoSWMM Modeling for lift station design and master plan – Yaping Chi, EIT

Subconsultants:

- Structural Engineering – Heyer Engineering
- Electrical Engineering – LKA Engineers
- Architectural Engineering – Mutchler Bartram Architects
- Mechanical Engineering – JPK Engineering LLC
- Geotechnical Engineering – Braun Intertec

We appreciate the opportunity to serve the City of Fargo as we continue to improve the lives of its residents by building a strong, safe community together. The relationship we have formed with your team is very important to us and [we would be honored to partner with you again](#). We look forward to discussing this with you in person.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Lee Beauvais', with a horizontal line extending to the right.

Lee Beauvais, PE, VP
Principal in Charge

A handwritten signature in blue ink, appearing to read 'Chad Engels', with a horizontal line extending to the right.

Chad Engels, PE
Project Manager

**MORE THAN
JUST RESIDENTS**
**PARTNERS
IN SUCCESS**

PHASE I - EAST LEVEE ALIGNMENT

	QUOTE
Design, Plan Development and Bid Process	\$525,000
Administration, Inspection, Survey and Construction Material Testing	\$472,000
TOTAL:	\$997,000

	Estimated Fees
1 Design, Plan Development, and Bid Process	\$175,000

Includes:

Preliminary survey
 Geotechnical services
 Alternatives analysis and cost estimating
 Engineering/Design
 Plan development
 Specifications development
 Bid process
 LOMR Submittal
 Project closeout
 Complete O&M Manual for levee system
 Easement descriptions and legal exhibits for levees
 Monthly progress reports
 Project development meetings
 Identification of public and private utility conflicts
 Notify and coordinate with private utility companies regarding conflicts
 Develop timeline/schedule for private utility company relocations
 Identification of City sanitary sewer forcemain impacts
 Design of sanitary sewer relocation
 Permit administration
 Record drawings
 Project development summary report
 Maintenance crew training

Assumes:

Bid for 2016 construction
 Three alignment alternatives and cost estimate for each
 FEMA accreditation design standards
 Design levees to CFR 65.10 guidelines
 Land acquisitions, appraisals, and negotiations completed by City
 Levee design shall tie into existing accredited levee
 Three up and over levee road crossings
 Existing ag field drainage is maintained
 Monthly progress reports are written e-mail submittals
 Drawings shall be according to City of Fargo CAD standards
 Six project team meetings (Kick-off, 35%, 65%, 95%, and two additional)
 One neighborhood meeting
 One presentation meeting to PWPEC
 One presentation meeting to City Commission
 One private utility coordination meeting
 North Dakota State Water Commission Construction Permit administration
 North Dakota Department of Health Storm Water Permit administration
 City of Fargo Floodplain Development Permit administration
 Project development summary report shall document recommendations/decisions
 Maintenance crew training shall include one meeting to review O&M

| PHASE I - EAST LEVEE ALIGNMENT

2	Construction Administration, Inspection, Survey and Construction Material Testing	<div>Estimated Fees</div> <div>\$157,000</div>
	<p><u>Includes:</u></p> <ul style="list-style-type: none"> Survey Construction Administration Construction Engineering Construction Inspection Construction Material Testing Project photographs Airport authority coordination for FAA conflicts <p><u>Assumes:</u></p> <ul style="list-style-type: none"> 20-week construction schedule 80% inspection 960 hrs inspection Construction complete in 2016 Three meetings with Airport authority Project photographs include pre-construction, construction, and post construction Re-staking due to contractor error is additional 	

PHASE II - DRAIN 10 PUMP STATION RELOCATION & STORM WATER MODELING/PLANNING/ANALYSIS

1

Design, Plan Development, and Bid Process

Estimated Fees

\$150,000

Includes:

Preliminary survey
 Geotechnical services
 Structural services
 Electrical services
 Architectural services
 Mechanical services
 Engineering/Design
 Plan development
 Specifications development
 Bid process
 Project closeout
 Complete O&M Manual for pump station
 Easement descriptions and legal exhibits for pump station
 Monthly progress reports
 Project development meetings
 Identification of public and private utility conflicts
 Notify and coordinate with private utility companies regarding conflicts
 Develop timeline/schedule for private utility company relocations
 Permit administration
 Record drawings
 Project development summary report
 Maintenance crew training
 Drain 10 water surface profile elevations
 25th street storm sewer flow analysis
 Investigation of incorporating 25th street lift station into Drain 10 lift station
 Storm sewer master plan for area between Drain 10 and Interstate 29

Assumes:

Bid late summer/early fall 2016
 Small masonry building design
 Control panel
 Electrical design for on site requirements only
 Excel Energy transmission line coordinated by City w/assistance from Moore
 FEMA accreditation design standards
 Design to CFR 65.10 guidelines
 Land acquisitions, appraisals, and negotiations completed by City
 Design shall tie into adjacent levees
 Existing ag field drainage is maintained
 Monthly progress reports are written e-mail submittals
 Drawings shall be according to City of Fargo CAD standards
 Six project team meetings (Kick-off, 35%, 65%, 95%, and two additional)
 One neighborhood meeting
 One presentation meeting to PWPEC
 One presentation meeting to City Commission
 One private utility coordination meeting
 North Dakota State Water Commission Construction Permit administration
 North Dakota Department of Health Storm Water Permit administration
 City of Fargo Floodplain Development Permit administration
 United States Army Corps of Engineers Section 404 Permit administration
 Project development summary report shall document recommendations/decisions
 Maintenance crew training shall include one meeting to review O&M
 Drain 10 water surface profiles shall be provided for 2-yr, 10-yr, and 100-yr 24 hr events
 25th street storm sewer flow analysis shall include 2-yr, 10-yr, and 100-yr 24 hr events
 City is responsible for design/construction of 25th street storm sewer lift station
 Storm sewer master plan includes trunk storm sewer sizing
 Storm sewer master plan includes identifying location of a storm sewer lift station to service the area

| **PHASE II - DRAIN 10 PUMP STATION RELOCATION & STORM WATER MODELING/PLANNING/ANALYSIS**

2 Construction Administration, Inspection, Survey and Construction Material Testing

Estimated Fees
\$140,000

Includes:

Survey
Construction Administration
Construction Engineering
Construction Inspection
Construction Material Testing
Project photographs
Airport authority coordination for FAA conflicts

Assumes:

Bid late summer/early fall
Winter 2016/2017 construction for concrete pump station structure
Complete construction in 2017
25-week construction schedule
80% Inspection
1,200 hrs inspection
Three meetings with Airport authority
Project photographs include pre-construction, construction, and post construction
Re-staking due to contractor error is additional

| PHASE III - WEST LEVEE ALIGNMENT

1

Design, Plan Development, and Bid Process

Estimated Fees

\$200,000

Includes:

Preliminary Survey
 Geotechnical Services
 Determination if levee is needed to cut off floodplain within Interstate 29 R/W
 Hydraulic analysis of storm sewer system for interstate drainage
 Alternatives analysis and cost estimating
 Engineering/Design
 Plan development
 Specifications development
 Bid process
 LOMR Submittal
 Project closeout
 Complete O&M Manual for levee system
 Easement descriptions and legal exhibits for levees
 Monthly progress reports
 Project development meetings
 Identification of public and private utility conflicts
 Notify and coordinate with private utility companies regarding conflicts
 Develop timeline/schedule for private utility company relocations
 Identification of City sanitary sewer forcemain impacts
 Design of sanitary sewer relocation
 Permit administration
 Record drawings
 Project development summary report
 Maintenance crew training

Assumes:

Bid for 2017 construction season when land is available
 Two alternatives for cutting off Interstate 29 floodplain (City has provided 2 concepts)
 Three alignment alternatives and cost estimate for each
 A gravity flow culvert w/closure is placed through the levee for drainage southwest of lagoons
 No gatewell structure for drainage southwest of lagoons
 Two up and over levee road crossings
 Interstate hydraulic storm sewer analysis includes 2-yr, 10-yr, and 100-yr 24 hr events
 Existing ag field drainage is maintained
 FEMA accreditation design standards
 Design levees to CFR 65.10 guidelines
 Land acquisitions, appraisals, and negotiations completed by City
 Levee design shall tie into existing accredited levee
 Monthly progress reports are written e-mail submittals
 Drawings shall be according to City of Fargo CAD standards
 Six project team meetings (Kick-off, 35%, 65%, 95%, and two additional)
 One neighborhood meeting
 One presentation meeting to PWPEC
 One presentation meeting to City Commission
 One private utility coordination meeting
 North Dakota State Water Commission Construction Permit administration
 North Dakota Department of Health Storm Water Permit administration
 City of Fargo Floodplain Development Permit administration
 Project development summary report shall document recommendations/decisions
 Maintenance crew training shall include one meeting to review O&M

| **PHASE III - WEST LEVEE ALIGNMENT**

		Estimated Fees
2	Construction Administration, Inspection, Survey and Construction Material Testing	\$175,000

Includes:

Survey
Construction Administration
Construction Engineering
Construction Inspection
Construction Material Testing
Project photographs
Airport authority coordination for FAA conflicts

Assumes:

2017 construction
20-week construction schedule
80% Inspection
960 hrs inspection
Three meetings with Airport authority
Project photographs include pre-construction, construction, and post construction
Re-staking due to contractor error is additional

Attachment B



Project Scoping Request (Amended)

To: Prospective Consultants
From: Nathan Boerboom *NAB*
CC: April Walker
Date: 2/29/2016
Re: City of Fargo Project #FM-16-A0 – Cass County 20 Area Flood Mitigation Project

Per the City of Fargo Master Services Agreement, the City is requesting quotes from contract holders to assist the City with water resource related projects. This request is for assistance in the design, plan and specifications development, bid process, construction engineering, survey and project closeout for a proposed flood mitigation project along the northern edge of the City's limits. See attached map for the area that is proposed to be part of this project.

It is the City's intention to move forward with potentially two or three construction projects for this area. For the purpose of this scoping request the consultant shall assume three construction projects. Actual number of projects will depend on land availability. The attached map shows the potential breakdown of the project limits.

It is expected that construction of the first project shall be able to be completed in the 2016 construction season. The second project, which consists of the pump station, shall be ready for bid late summer/early fall to potentially allow for the contractor to construct the concrete structure of the pump station over the winter. This project will continue over into the 2017 construction season. The third project shall be ready for bid as soon as land is available for the construction, most likely for a 2017 construction season. Exact timeline for each of the projects' construction will be determined over the next couple months after conversations are had with the property owners of the land.

The design of the project should be done to the appropriate standards that will allow for FEMA accreditation upon completion of the project.

The following are key items, not a full encompassing list, that will need to be completed by the consultant under this project:

1. Design of the levees shall be done to meet the CFR 65.10 guidelines.
 - a. This project should be eligible for FEMA accreditation upon completion of it.
 - b. Consultant will be responsible to complete LOMR submittal and O&M manual for the proposed levee system.
2. Design of a new storm sewer lift station that will replace the existing lift station that is located at Drain 10 and Cass County 20. This lift station needs to be relocated to the proposed levee crossing of Drain 10 to prevent floodwaters from getting into the protected area.
 - a. The new lift station design shall incorporate a small masonry building that shall allow for the control panel and pumps to be located inside of it. The main purpose of this building is for security of the pump station.
 - b. Electrical design of the lift station shall include on site requirements only. Electric transmission line from Xcel Energy shall be coordinated by the City with assistance, as needed, from the consultant.

Project FM-16-A0 Scoping Request

3. Interior Storm Sewer
 - a. The City is in the process of designing a storm sewer system for 25th Street south of Drain 10 and north of Cass County 20. It is anticipated that this storm sewer will have an outfall to the drain just upstream of the new lift station proposed to be installed across Drain 10. It is also expected that this outfall will have a need to have a separate lift station to service the storm sewer system during periods of high water in the drain. The consultant will be required to analyze Drain 10 water surface elevations under various scenarios/rainfalls/etc. to determine if a lift station is necessary. The consultant will also be responsible to provide the City flows that this lift station should be designed for.
 - i. The City will be responsible for the design and construction of this lift station that will service the area off of 25th Street.
 - ii. Consultant shall also look into the possibility of having this lift station incorporated into the new lift station to be installed across Drain 10.
 - b. Additional development is anticipated to occur over the next few years to the west of Drain 10. The consultant shall be required to develop a storm sewer master plan for this undeveloped area as well as the developed areas for the area between Drain 10 and Interstate 29. This master plan should include trunk storm sewer sizing and identifying a location of a storm sewer lift station to service the area.
4. Easements
 - a. The consultant shall complete any necessary easement descriptions and legal exhibits needed for the land necessary for the project.
 - i. Any easements identified for the project will be completed by the City, including completing all appraisals and negotiations.

The following are items that could be design challenges, issues, assumptions and/or requirements for the project:

1. The levees around the City wastewater lagoons are accredited by FEMA and the proposed levees under this project shall tie into them.
2. Levee construction and storm sewer lift station will potentially be within FAA controlled areas that will require coordination with the Fargo Airport Authority.
3. Northwest corner of project area:
 - a. Consultant shall determine if a levee is needed to cut off floodplain shown within the Interstate 29 right-of-way.
 - b. If so, develop two alternatives for cutting off of this floodplain. Two concepts have been shown on the attached map.
 - c. Existing drainage of area south of future protection to the north, near the southwest corner of the lagoons, shall be maintained. For the purpose of this scoping request, the consultant can assume that a culvert underneath the levee with a closure on it is sufficient. No gatewell structure shall be part of this scoping request.
4. Road Crossings
 - a. Consultant shall assume that all existing road crossings of the levee shall require an up and over to be incorporated into the levee design.
 - b. City may elect to eliminate some road crossings, which will be determined after conceptual alignments have been developed.
5. Complete hydraulic analysis of storm sewer system for interior drainage.
6. Existing drainage of agricultural fields shall be maintained to a similar level that exists today.
7. All AutoCAD drawings will be required to be submitted on the City's standard CAD sheet layout and be compatible with AutoCAD Civil 3D 2014. For guidance, the City has assembled The Consultant Guide for Project Development, and Bidding of Public Infrastructure Projects to assist you in the Design and Bidding process. This can be found at: http://engineering.cityoffargo.com/07_PROJECT%20INFORMATION/COF%20Engineering%20Consultant%20Files/
8. The project manager assigned to the project shall provide progress reports once a month to the City's representative.

Project FM-16-A0 Scoping Request

9. Project development
 - a. Meetings for each project:
 - i. Assume six project team meetings.
 1. Kick-off, 35%, 65%, 95% and two additional meetings.
 - ii. Assume one neighborhood meeting.
 - iii. Assume three meetings with Airport Authority.
 - iv. Present proposed project to PWPEC and City Commission (2 separate meetings).
 - v. Private utility coordination meeting.
 - b. Conceptual Alignments
 - i. Quote should include three possible alignments for the probable first construction project as well as the third construction project. (Total of six alternatives)
 1. 3rd alignment for each project area to be developed only if directed by City.
 2. Develop cost estimate for any alignment developed.
 - c. Utility Impacts and Relocations
 - i. Identify public and private utility conflicts and present to City staff.
 - ii. Notify private utility companies of potential project impacts during preliminary engineering phase.
 - iii. Hold a coordination meeting with the utility companies once final conceptual alignment is determined.
 1. Determine at this meeting if relocations will be necessary.
 2. Develop timeline of relocations of private utilities and how that impacts project schedule.
 - iv. Impacts to City sanitary sewer forcemains are anticipated under this project and shall be considered during the design of the project.
 - d. Permits
 - i. Consultant shall be responsible to prepare and submit all necessary permits for the project such as ND State Water Commission, ND Department of Health, City of Fargo Floodplain Development, etc.
10. Project Closeout
 - a. In addition to the items required within the consultant guide the following items shall be provided by the consultant:
 - i. Project photographs (pre construction, during construction and as-builts).
 - ii. Project development summary report, which shall include any recommendations made and all decision documents on how the preferred plan was identified.
 - iii. Operations and maintenance manuals.
 - iv. Maintenance crew training (as necessary).

For the three construction projects, the Consultant shall submit a not to exceed quote for each of the following:

1. Design, Plan Development, and Bid Process.
 - a. This category shall include all necessary preliminary survey work and geotechnical stability analysis required for the project.
2. Construction Administration, Inspection, Survey and Construction Materials Testing.
 - a. Phase 1 & 3 shall be based on a 20-week construction schedule with the inspector being present during bid item installation, which should amount to approximately 80% of the contractor's work week (assume a 60 hour contractor work week).
 - b. Phase 2 shall be based on a 25-week construction schedule with the inspector being present during bid item installation, which should amount to approximately 80% of the contractor's work week (assume a 60 hour contractor work week).
 - c. Prior to moving forward with bidding of the project, the selected consultant and City staff shall review the assumed construction timeframe used within this scoping request to determine if a contract amendment needs to be issued for an increase or decrease in construction timeframe. Costs submitted for construction administration

Project FM-16-A0 Scoping Request

and inspection will be considered in the evaluation criteria. However, project development costs will be weighted heavier in the evaluation criteria for the cost category.

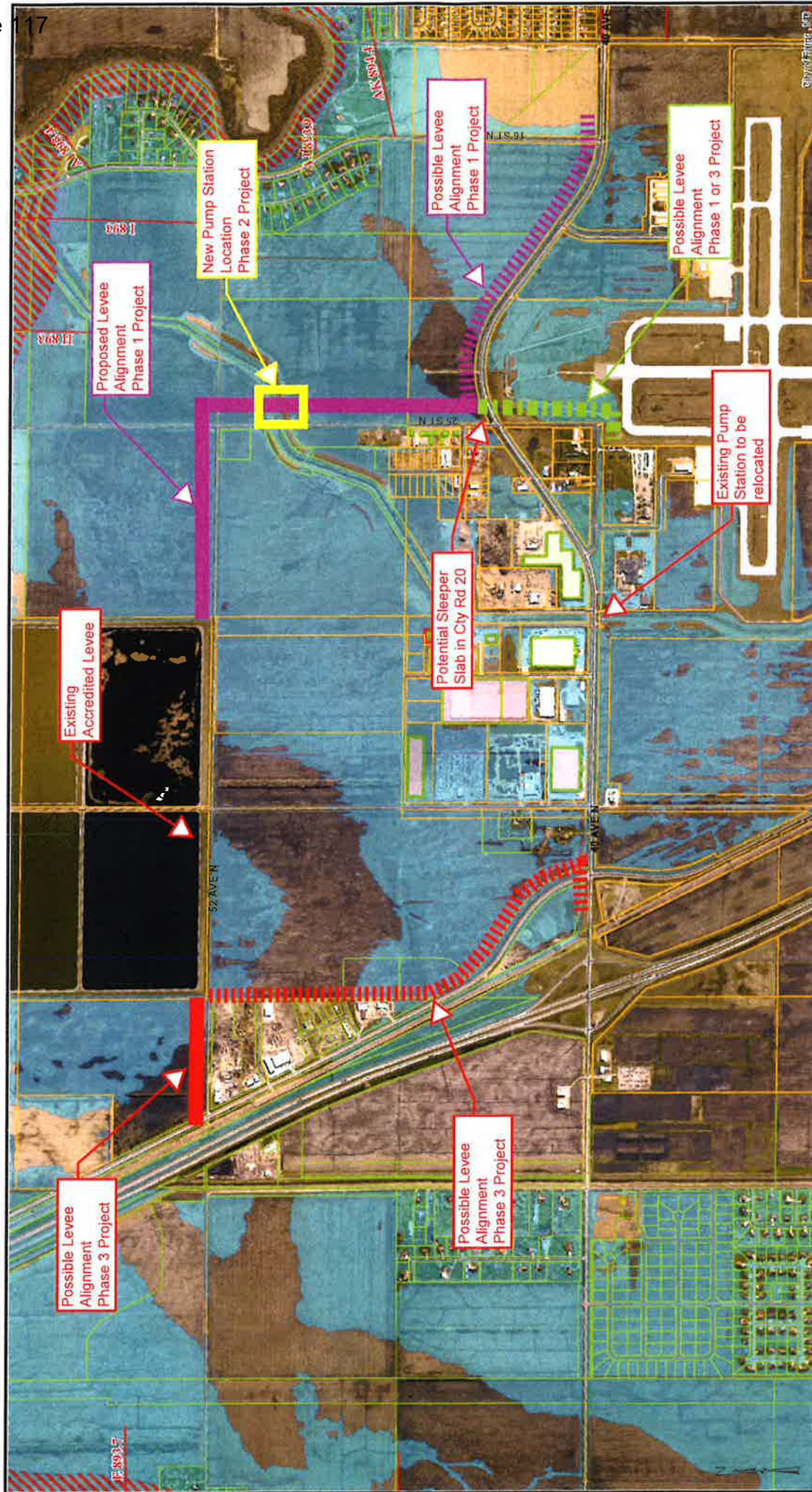
Project Schedule

Project Kick-off	Week of March 28, 2016
Phase 1 - 35% Plan Review	April 29, 2016
Phase 1 - 65% Plan Review	May 27, 2016
Phase 1 - 95% Plan Review	June 3, 2016
Phase 1 - Final Plans	June 17, 2016
Phase 1 - Bid Opening	July 27, 2016
Phase 2 – 35% Plan Review	Late May 2016
Phase 2 – 65% Plan Review	Late June 2016
Phase 2 – 95% Plan Review	Late July 2016
Phase 2 – Final Plans	Late August 2016
Phase 2 – Bid Opening	September 2016
Phase 3	TBD

Actual timelines will be dependent on progression of property acquisitions. Schedule may be accelerated if deemed possible by consultant and City staff.

The quote should also include which employees are going to be assigned to the project.

All quotes shall be submitted in a sealed envelope to the Engineering Department by 12:00 on Wednesday, March 9th. We will present the task order to the Public Works Project Evaluation Committee on March 21st and to City Commission on March 28th. Upon approval by City Commission the City will provide a task order to the selected consultant and give a notice to proceed.



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

1.21.789

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

2/18/2016 11:19:35 AM



Memorandum

To: Members of PWPEC
From: Jody Bertrand, Division Engineer
Cc: April Walker
Date: November 14, 2016
Re: Project FM-16-AO, North Side Flood Protection Project – Environmental Assessment
Contract Amendment #1 Request – Moore Engineering

Background:

This contract amendment covers three main items for which Moore Engineering has or will incur additional costs during the performance of their duties. The Northside Flood Control project is broken down into 3 phases and the requested additional work is related to either phase 1 or phase 2 of the project. An attached map shows the locations of the subsequent phases of the project.

The first item is for Phase 1, Task 1 – East Levee Alignment design work. During the original design layout, the airport lighting system for the landing runway was encountered along the proposed alignment and the levee and utility alignments were developed to follow the right of way of the county road. Upon review by the FAA and the airport authority, it was required for the levee and new utilities to leave a buffer around their utilities for future expansion or pay an excessive design fee to the FAA of approximately \$350,000.00. The redesign of the buffer area will also reduce the possibility of impacts during construction. The cost for this work is estimated at \$30,000.00 with the outlined services described in the attached documents.

The second item is for Phase 1 Task 2 – for the development and coordination of an Environmental Assessment (EA) for the area proposed for the improvements of phase 1 which are part of the airport property. The requirements for the initiation of the EA document, stem from the original purchasing of the land with federal funds. FAA guidance documents will be utilized to ensure compliance with the wetland delineation and the cultural resource requirements. The ultimate goal is to enable the City to create a "Finding of No Significant Impacts" document (FONSI) to enable the project to be permitted and constructed. An estimated schedule is attached outlining the dates/milestones for the completion of the EA process. The cost for this work is estimated at \$72,600.00 with the outlined services described in the attached documents.

The third item, Phase 2 Task 1 is for additional geotechnical services and analysis for the location of the storm sewer lift station propose along the drain. The consultant has taken three additional soil brings to evaluate the soil types and bearing capacity for the foundation location of the proposed lift station to enable the designers to prevent/reduce settlement to the greatest extent possible. The cost for this work is estimated at \$23,200.00 with the outlined services described in the attached documents.

Recommended Motion:

Approve Contract Amendment #1 with Moore Engineering in the amount of \$125,800.00 for additional work associated with the levee realignment, additional geotechnical evaluation for the lift station and the development and completion of the required EA document necessary for construction.

JRB/bem
Attachment

<p>This is Amendment #1 to Task Order No. 1, consisting of 3 pages.</p>

Task Order

In accordance with paragraph 1.01 of the Task Order Agreement Between Owner and Engineer For Professional Design Services, dated February 23, 2016 ("Agreement"), Owner and Engineer agree as follows:

1. Specific Project Data

- A. Title: Project #FM-16-A0 – Cass County 20 Area Flood Mitigation Project
- B. Description: Task order is for design services to develop several potential alignments for levees north of Cass County 20 from I29 to Cass County Highway #31. This project will also include relocation of storm sewer lift station #53 to the east side of 25th Street at Drain 10.

2. Services of Engineer

Services to be completed by the Engineer are as specified in the proposal submitted by Moore Engineering, Inc. dated March 9, 2016. Proposal is attachment A of this task order.

3. Owner's Responsibilities

Owner shall have those responsibilities set forth in Master Services Agreement dated February 23, 2016.

4. Times for Rendering Services

<u>Phase</u>	<u>Completion Date</u>
<u>Phase 1 - Design Services</u>	<u>September 29, 2017</u>
<u>Phase 1 - Construction Admin</u>	<u>October 26, 2018</u>
<u>Phase 2 - Design Services</u>	<u>May 31, 2018</u>
<u>Phase 2 - Construction Admin</u>	<u>July 26, 2019</u>
<u>Phase 3 - Design Services</u>	<u>June 30, 2017</u>
<u>Phase 3 - Construction Admin</u>	<u>June 29, 2018</u>

5. **Payments to Engineer**

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

<i>Category of Services</i>	<i>Compensation Method</i>	<i>Lump Sum, or Estimate of Compensation for Services</i>
<i>Design Services: Phase 1</i>	<i>Hourly, not to exceed</i>	<i>\$175,000</i>
<i>Construction Admin: Phase 1</i>	<i>Hourly, not to exceed</i>	<i>\$157,000</i>
<i>Contract Amendment #1</i>	<i>Hourly, not to exceed</i>	<i>\$125,800</i>
<i>Design Services: Phase 2</i>	<i>Hourly, not to exceed</i>	<i>\$150,000</i>
<i>Construction Admin: Phase 2</i>	<i>Hourly, not to exceed</i>	<i>\$140,000</i>
<i>Design Services: Phase 3</i>	<i>Hourly, not to exceed</i>	<i>\$200,000</i>
<i>Construction Admin: Phase 3</i>	<i>Hourly, not to exceed</i>	<i>\$175,000</i>

B. The terms of payment are set forth in Article 3 of the Agreement and in Attachment A.

6. **Consultants: N/A**7. **Other Modifications to Agreement:**

[Supplement or modify Agreement and Exhibits, if appropriate.]

8. **Attachments:**

Attachment A – Proposal submitted by Moore Engineering, Inc. dated March 9, 2016

Attachment B – Project Scoping Request created by City of Fargo, dated February 29, 2016

9. **Documents Incorporated By Reference: N/A**

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 _____, 2017.

OWNER:

ENGINEER:

By: _____

By: _____

Name: April E. Walker

Name: Roger Clay

Title: City Engineer

Title: Project Manager

DESIGNATED REPRESENTATIVE FOR
TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK
ORDER:

Name: Rob Hasey

Name: Brett Bailly

Title: Project Manager

Title: Project Engineer

Address: 200 3rd St North
Fargo, ND 58102

Address: 925 10th Avenue East
West Fargo, ND 58078

E-Mail rhasey@cityoffargo.com
Address: _____

E-Mail bbailly@mooreengineeringinc.com
Address: _____

Phone: 701-476-4041

Phone: 701-499-5841

Fax: 701-241-8101

Fax: 701-282-4530



Memorandum

To: PWPEC
From: Nathan Boerboom, Storm Sewer Utility Engineer
Date: 10/2/2012
Re: 2888 Samuel Drive – Basement Footings Over Excavation

Over the past month I have been working with Michael Brekke with Brekke Custom Homes on the over excavation necessary for the basement construction at 2888 Samuel Drive. The basement for this home Mr. Brekke is constructing had to be over excavated up to 4-feet in areas in order to get down to undisturbed soil. The reason for this large over excavation is due to an emergency levee being constructed across this property during the 2009 flood. This emergency levee was constructed by using a dig and dump operation, which can be seen in the attached picture. After the 2009 flood the excavated material was placed back in the trench dug but this disturbed material is not suitable to properly support the footings of the to be built structure.

In the past, the City has paid for the additional work necessary to properly support a structure on a property that was disturbed from an emergency flood fight. It is our recommendation to continue the practice of paying for this additional work since this work was done under an emergency and under the direction of the City.

To assist the Mr. Brekke on the over excavation, the City hired Braun Intertec to review the site, complete inspections of the over excavation, provide recommendations on how to correct the over excavation and to complete testing on the corrections. The total cost of Braun's work is \$1,933.50. The costs incurred by Mr. Brekke are still unknown since he has not yet provided me the total. He has indicated that I should have it in a couple of weeks. So at this time we are asking for approval of Braun's invoice so that they are not waiting for payment. The final cost of the remaining work will be brought back to PWPEC once Mr. Brekke submits it.

Recommend Motion:

Approve the invoice submitted by Braun Intertec in the amount of \$1,933.50 for the work they completed at 2888 Samuel Drive.



Memorandum

To: PWPEC
From: Nathan Boerboom, Division Engineer
Date: 2/5/2013
Re: 2888 Samuel Drive – Basement Footings Over Excavation

Last fall I worked with Michael Brekke, with Brekke Custom Homes, on an over excavation of a basement at 2888 Samuel Drive due to an emergency levee being constructed on the property during the 2009 flood. This emergency levee was constructed using a dig and dump operation and can be seen in the attached picture. To properly support a structure on the area that was disturbed during the flood fight, Mr. Brekke had to over excavated up to 4-feet in areas in order to get down to undisturbed soil.

This past fall, PWPEC approved payment to Braun Intertec for the work they complete at this property for the City, which was making recommendations on how to correct the over excavation, complete inspections of the excavations and perform the necessary soil testing on the corrections. Mr. Brekke has now submitted all the costs he incurred by the extra work completed by himself and his subcontractors. The following are the costs submitted:

1. Opatril Concrete - \$6,931.00
 - Extra Depth of walls, cold weather charge due to delays caused by over excavation, and extra fill sand
2. FM Excavating - \$572.50
 - 2 loads of clay and equipment time to complete additional compaction of sand
3. Aggregate Industries - \$391.95
 - Additional sand
4. Brekke Custom Homes - \$950.00
 - Management & coordination costs

In the past, the City has paid for the additional work necessary to properly support a structure on a property that was disturbed from an emergency flood fight. It is our recommendation to continue the practice of paying for this additional work since this work was done under an emergency and under the direction of the City.

Recommend Motion:

Approve the reimbursement to Brekke Custom Homes in the amount of \$8,845.45 for the additional work completed at 2888 Samuel Drive due to the emergency levee construction on the property.



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

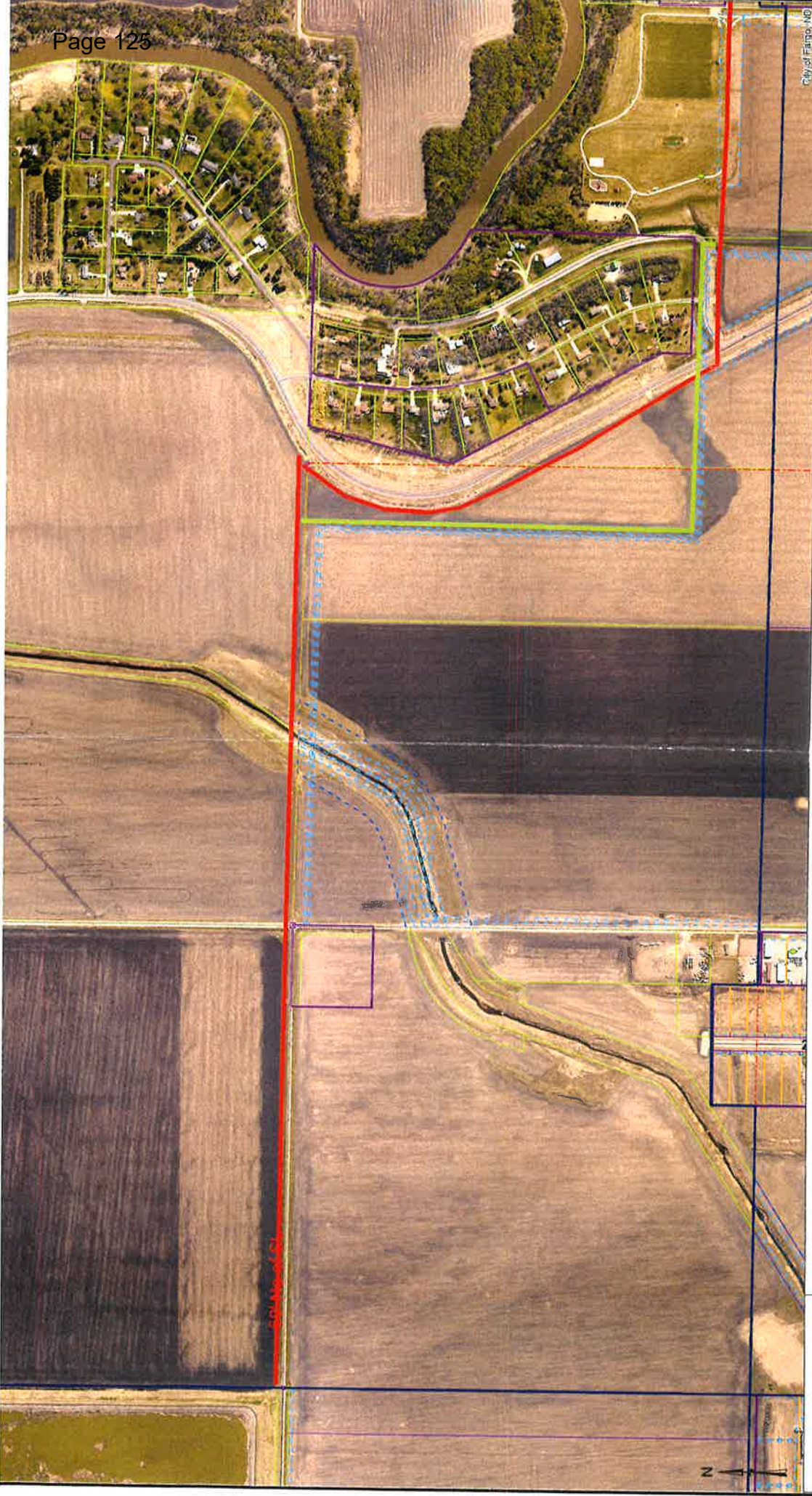
North flood control

1:9,028

11/1/2019 12:48:36 PM

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

THE CITY OF
Fargo
FAR MORE



City of Fargo, ND



Levee alignments 11-19

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

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



2016

1:9,028

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

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2017



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

2017

1:9,028

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

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925 10th Avenue East
West Fargo, ND 58078
P: 701.282.4692
F: 701.282.4530



November 5, 2019

Roger Kluck
City of Fargo – Engineering Department
225 4th Street North
Fargo, ND 58102

**RE: City of Fargo Project #FM-165-A0, Cass County Area Flood Mitigation Plan
Amendment 2 to Agreement For Engineering Services**

Dear Roger:

Moore Engineering respectfully requests that the City consider an amendment to the "Agreement for Engineering Services" for the above referenced project. The City of Fargo has determined that it wishes to revise the levee alignments and pump station location for said project. These changes essentially result in a redesign of the project including survey, right-of-way, geotechnical, structural, permitting, civil plans, and other related items. Enclosed is Amendment No. 2. which proposes a new project budget and schedule for completing the revised design and construction administration services. Amendment No. 2 effectively replaces the original contract budget including Amendment No. 1. All existing contract balanced are zeroed out by this amendment.

Please feel free to contact me with any questions or comments.

Sincerely,

MOORE ENGINEERING, INC.

Chad L. Engels, PE
Senior Project Manager

**AMENDMENT NO. 2
CITY OF FARGO
ENGINEERING SERVICES AGREEMENT
City of Fargo Project #FM-16-AO**

Project Name: **Cass County 20 Area Flood Mitigation Project**
Fargo, North Dakota

Scope of Work

Add the following:

11. Project Redesign. The City desires to have the engineer redesign the project along new alignments. The redesign includes a new levee alignment west of the lagoons, a new levee alignment east of the lagoons along with analysis of alternatives in the vicinity of Cass County Hwy 31, and a new Drain 10 pump station location.

- A. Task Order No. 1 *Part 4. Times for Rendering Services* shall be amended by deleting the original contract phases and completion dates and replaced with the following:

<u>Phase</u>	<u>Completion Date</u>
Revised Design Phase I (Levee)	March 31, 2020
Revised Location Phase II (Lift Station)	March 31, 2020
Revised Construction Administration Phase I (Levee)	October 16, 2020
Revised Construction Administration Phase II (Lift Station)	September 17, 2021

- B. Task Order No. 1 *Part 5. Payments to Engineer and Contract Amendment #1* shall be amended by deleting the original and amended contract values and zeroing out the design balance of \$129,716.78 and zeroing out the construction administration balance of \$472,000.00. The revised design and construction administration estimate shall be:

<u>Category of Services</u>	<u>Estimate</u>
Revised Design Phase I (Levee)	\$462,000
Revised Location Phase II (Lift Station)	\$190,000
Total Revised Design (hourly, not to exceed)	\$652,000
Revised Construction Admin. Phase I (Levee)	\$297,000
Revised Construction Admin. Phase II (Lift Station)	\$155,000
Total Revised Construction Administration (hourly, not to exceed)	\$452,000

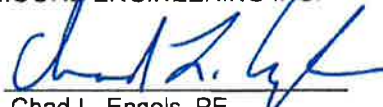
The redesign of the project results in a net increase of \$502,283.22 to the contract. This is computed by zeroing the remaining design contract value of \$129,716.78, zeroing the remaining construction administration value of \$472,000.00, adding the new revised design estimate of \$652,000, and adding the new revised construction administration estimate of \$452,000.

IN WITNESS WHEREOF, this amendment to the original Task Order has been executed this 5th day of November, 2019.

WITNESS:



MOORE ENGINEERING INC.


Chad L. Engels, PE
Senior Project Manager

WITNESS: _____

CITY OF FARGO

By _____
Tim Mahoney, Mayor

Amendment 2 Budget
City of Fargo Project #FM-16-A0
Cass County 20 Area Flood Mitigation Project
Moore Project 19189
Updated 11/5/2019

	Contracts by Firm			Total Contracts	
	Moore	Sub-Braun	Other Subs	Design	Construction
Phase I – Levee					
110 Project Administration/Progress Reports	\$38,000.00			\$38,000.00	
111 Preliminary Engineering/Topo Survey/Alternatives/Estimates/Meetings	\$53,000.00			\$53,000.00	
112 Engineering/Design/Plans/Specs/Bid/Utilities/Geotech	\$80,000.00	\$150,000.00		\$230,000.00	
113 Easement Descriptions/Legal Exhibits	\$25,000.00			\$25,000.00	
114 Permit Administration/NDSWC/NDDH/Floodplain Development	\$18,000.00			\$18,000.00	
115 Project Closeout/Record Drawings/PD Summary Report/LOMR/O&M/MC Training	\$46,000.00			\$46,000.00	
116 Construction/Contract Admin/Staking/Inspection/Photos/Testing	\$172,000.00	\$125,000.00			\$297,000.00
117 Environmental Assessment	\$21,000.00		\$15,000.00	\$36,000.00	
118 Hydraulic Analysis of I-29 Storm Sewer System	\$16,000.00			\$16,000.00	
	\$469,000.00	\$275,000.00	\$15,000.00	\$462,000.00	\$297,000.00
Phase II – Lift Station					
210 Project Administration/Progress Reports	\$10,000.00			\$10,000.00	
211 Preliminary Engineering/Topo Survey/Alternatives/Estimates/Meetings	\$15,000.00			\$15,000.00	
212 Engineering/Design/Plans/Specs/Bid/Utilities/Geotech	\$58,000.00	\$30,000.00		\$88,000.00	
213 Easement Descriptions/Legal Exhibits	\$5,000.00			\$5,000.00	
214 Permit Administration/NDSWC/NDDH/Floodplain Development/Section 404	\$6,000.00			\$6,000.00	
215 Project Closeout/Record Drawings/PD Summary Report/LOMR/O&M/MC Training	\$18,000.00			\$18,000.00	
216 Construction/Contract Admin/Staking/Inspection/Photos/Testing	\$140,000.00	\$15,000.00			\$155,000.00
217 Structural/Electrical/Architectural/Mechanical	\$8,000.00		\$40,000.00	\$40,000.00	
218 Drain 10 WSP Analysis/Lift Station Location/25th St SS Analysis/Master Plan	\$260,000.00	\$45,000.00	\$40,000.00	\$190,000.00	\$155,000.00
	\$260,000.00	\$45,000.00	\$40,000.00	\$190,000.00	\$155,000.00
TOTAL				\$652,000.00	\$452,000.00



Memorandum

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From: Nathan Boerboom, Storm Sewer Utility Engineer
Date: 10/2/2012
Re: 2888 Samuel Drive – Basement Footings Over Excavation

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Recommend Motion:

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CITY OF

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925 10th Avenue East
West Fargo, ND 58078
P: 701.282.4692
F: 701.282.4530



November 5, 2019

Roger Kluck
City of Fargo – Engineering Department
225 4th Street North
Fargo, ND 58102

**RE: City of Fargo Project #FM-165-A0, Cass County Area Flood Mitigation Plan
Amendment 2 to Agreement For Engineering Services**

Dear Roger:

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Please feel free to contact me with any questions or comments.

Sincerely,

MOORE ENGINEERING, INC.

Chad L. Engels, PE
Senior Project Manager

Amendment 2 Budget
City of Fargo Project #FM-16-A0
Cass County 20 Area Flood Mitigation Project
Moore Project 19189
Updated 11/5/2019

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214 Permit Administration/NDSWC/NDDH/Floodplain Development/Section 404	\$6,000.00			\$6,000.00	
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217 Structural/Electrical/Architectural/Mechanical	\$8,000.00		\$40,000.00	\$40,000.00	
218 Drain 10 WSP Analysis/Lift Station Location/25th St SS Analysis/Master Plan	\$260,000.00	\$45,000.00	\$40,000.00	\$88,000.00	
	\$260,000.00	\$45,000.00	\$40,000.00	\$190,000.00	\$155,000.00
TOTAL				\$652,000.00	\$452,000.00

City of Fargo - Project Number FM-16-A0

Flood Risk Management - Cass County 20 Area Flood Mitigation Project

LIST OF TASKS, ESTIMATED PERSON HOURS, AND BASIS OF PROPOSAL



Phase I - Levee

TASK NO.	WORK TASK DESCRIPTION	Sr. PROJ MANAGER	SENIOR PE	PE	ENGR	TECH	LAND SURVEYOR	SURVEY CREW	ENG. TECH.	ADMIN. ASST.	SUB-CONS.
110	Project Administration/Progress Reports										
	Provide monthly progress reports to City (12 months)	0	12								
	Coordinate with City PM to discuss work products and project schedule (3 meetings) + preparation	0	8								
	Coordinate the work to be completed, time schedule, cost allowance, deliverables	0	8								
	Refine scope of work as required by changing project conditions	0	16								
	Give technical direction to and coordinate various disciplines and specialists	0	16								
	Coordinate input/output between disciplines through periodic review of project activities with staff	0	16								
	Assure the project work program is completed on budget through strict monitoring of expenditures	0	16								
	Review products developed in each work task and recommend appropriate additions and corrections	2	24								
	Coordinate right-of-way and easement acquisition tasks	4	16								
SUBTOTAL											
	COST/SOUR	64	132	0	0	0	0	0	0	0	0
	Personnel	\$194	\$190	\$190	\$165	\$122	\$155	\$215	\$130	\$25	\$0
		\$206	\$72,400	\$39,900	\$0	\$0	\$0	\$0	\$0	\$0	\$0

111 Preliminary Engineering Topo Survey/Alternatives/Estimates/Meetings

Topographic survey of above and below ground facilities in the project area						
	1	2	3	4	5	6
Complete all existing data						
Review basemap data and update as needed based on changes, add underground utilities, etc						
Develop conceptual layouts + cost estimates (3 alternatives)	4	40	24		16	
Determine potential utility impacts	2	4		4		
Airport Authority coordination meetings (2 meetings)	2	4				
Private utility meetings, including preparation (1 meeting)	1	2				
Evaluate condition of existing sanitary and storm sewer		4		4		
Project "earn Meetings (Assume 6 meetings) + preparation	12	18	24		8	
Develop cost estimates for 3 conceptual layouts	2	8			16	
Neighbourhood Meeting (1), including preparation	2	4		4		2
SUBTOTAL	0	25	48	18	112	0
COST/POSS	\$195	\$195	\$100	\$186	\$155	\$128
TOTAL	50	\$4,875	\$17,850	\$2,870	\$14,375	\$3,760
						\$170
						\$52,960

112 Engineering Design Plans/Specs/Bid Utilities/Geotech

Ensure design follows 44 CFR 65.10	4	8	4	
Utility relocation/adjustment - plans and coordination meetings with private utility meetings (4 meetings)	1	16	10	20
Complete the preliminary design of preferred alternative	4	24	20	40
Finalize design	2	24		40
Create summary report including recommendations and decision document of preferred plan	2	16	8	16
Present preferred plan to PWPEC and Fargo City Commission (2 meetings)	8	16		8
Complete geotechnical analyses, including field data collection, lab analysis, report, and recommendations				
Prepare title sheet and general layout	1	2		4
Prepare construction plan/profile sheets using City of Fargo standards	1	8		40
Prepare construction staging plans	2	4		8
Prepare details and notes using City of Fargo standard plates supplemented as needed	1	40		8
Provide standard and special cross-section plans for construction	1	6		12
Prepare traffic control plans	1	4		6
Prepare storm sewer plans	1	4		4
Provide Final Plans and Specifications	1	4		6
Engineer's Estimate	1	8		
Provide final quantity list	1	8		
Bid period support for contractor questions	1	8	6	6
SUBTOTAL	33	168	41	213
COST/HOUR	\$185	\$180	\$185	\$180
Subtotal	\$6,435	\$7,200	\$7,820	\$7,200

506
\$78,990

113 Easement Descriptions/Legal Exhibits

Prepare right-of-way drawings and provide assistance to City during appraisal and negotiations

174
\$25,070

114 Permit Administration/NSWC/NDODH/Floodplain Development

NSWC
NDODH
Floodplain Development

121
\$18,025

[illegible]

116 Construction/Contract Admin/Staking/Inspection/Photos/Testing

Contract Administration - assume 3 contracts - 3 phases - Phase 1 & 3 = 20 weeks, Phase 2 = 25 weeks per RFP and inspection average 48 hrs/wk

[illegible]

1117 Environmental Assessment

FAA Environmental Requirements

Hydraulic Analysis of I-29 Storm Sewer System														
Modeling and Analysis														
32 60														
SUBTOTAL	0	0	41	0	20	0	0	0	0	0	0	0	0	0
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$7,260	\$0	\$13,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125	\$155	\$225	\$120	\$65	\$0	\$0	\$0	\$0
Subtotal	\$0	\$0	\$5,040	\$0	\$3,300	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
SUBTOTAL														
COST/INCH	\$115	\$115	\$150	\$150	\$165	\$125								

Total : \$468,975

City of Fargo - Project Number FM-16-A0
Flood Risk Management - Cass County 20 Area Flood Mitigation Project
LIST OF TASKS, ESTIMATED PERSON HOURS, AND BASIS OF PROPOSAL



Phase II - Lift Station

[illegible]

[illegible]

213	Easement Descriptions/Legal Exhibits																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																											
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216 Construction/Contract Admin/Stacking/Inspection/Photos/Testing
Contract Administration - assume 3 contracts - 3 phases - Phase 1 & 2 = 25 weeks, Phase 2 & 3 = 20 weeks, Phase 2 = 25 weeks per RFP and inspection average 48 hrs/wk

217 Structural/Electrical/Architectural/Mechanical

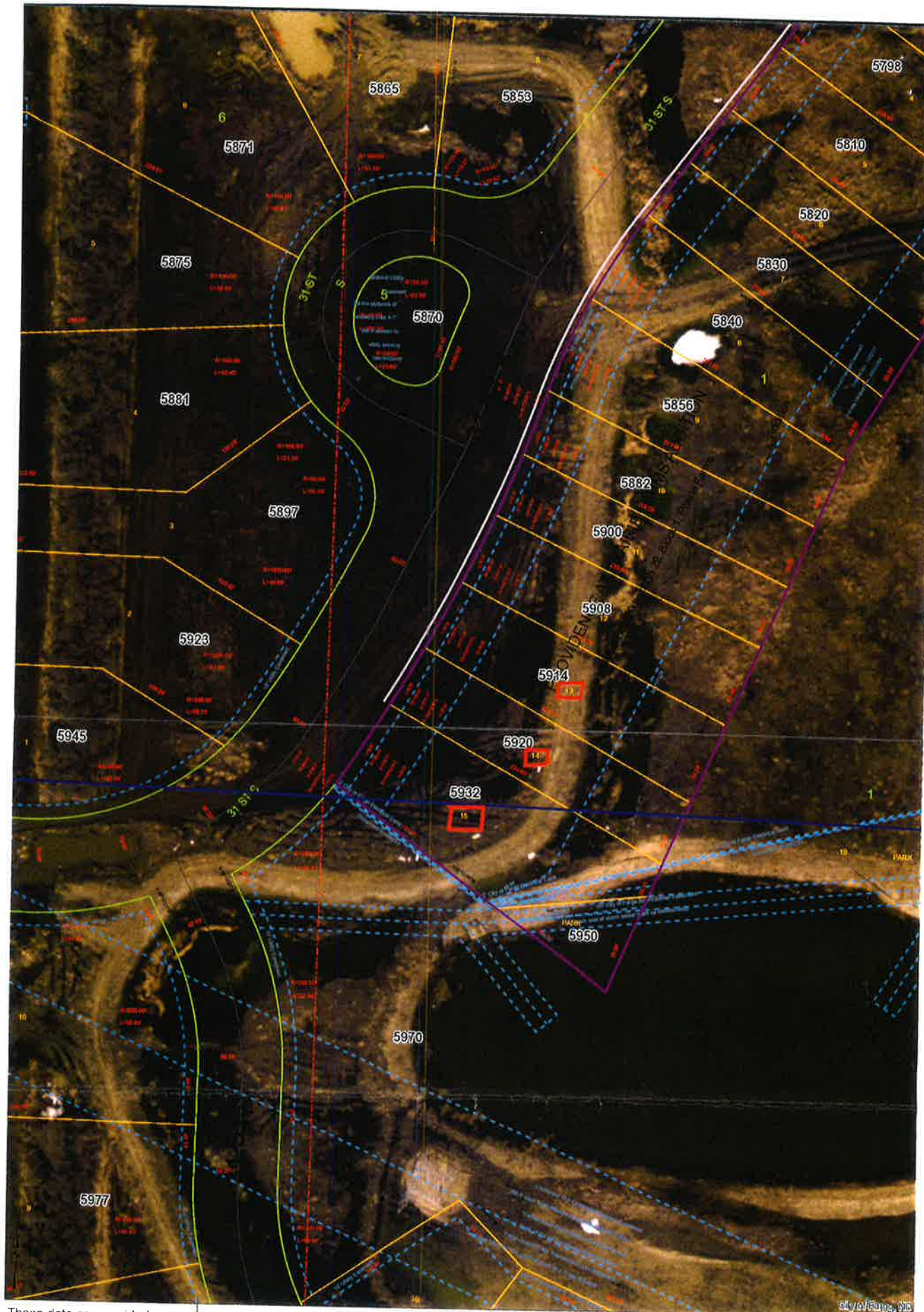
Total \$259,985

Total \$259,985

Exhibit A

MOORE ENGINEERING, INC.
2019-2021 City of Fargo BILLING SCHEDULE

		2019 Billing Rate	2020 Billing Rate	2021 Billing Rate
Description		Per Hour	Per Hour	Per Hour
1	Principal	\$190.00	\$195.00	\$200.00
2	Senior Project Manager	\$190.00	\$195.00	\$200.00
3	Senior Professional Engineer	\$185.00	\$190.00	\$195.00
4	Senior Technical Advisor	\$185.00	\$190.00	\$195.00
5	Grants and Funding Specialist	\$180.00	\$185.00	\$190.00
6	Project Manager	\$180.00	\$185.00	\$190.00
7	Professional Engineer II	\$175.00	\$180.00	\$185.00
8	Professional Engineer I	\$160.00	\$165.00	\$170.00
9	Project Coordinator	\$160.00	\$165.00	\$170.00
10	Municipal Administrative Specialist	\$150.00	\$155.00	\$160.00
11	Project Engineer	\$145.00	\$150.00	\$155.00
12	Senior Construction Engineer/Specialist	\$150.00	\$155.00	\$160.00
13	Construction Engineer/Specialist II	\$140.00	\$145.00	\$150.00
14	Construction Engineer/Specialist I	\$130.00	\$135.00	\$140.00
15	Graduate Engineer	\$130.00	\$135.00	\$140.00
16	Senior Engineering Designer	\$145.00	\$150.00	\$155.00
17	Engineering Designer II	\$130.00	\$135.00	\$140.00
18	Engineering Designer I	\$125.00	\$130.00	\$135.00
19	Expert Witness	\$300.00	\$305.00	\$310.00
20	Building Codes Administrator	\$130.00	\$135.00	\$140.00
21	Project Manager Assistant	\$125.00	\$130.00	\$135.00
22	Engineering Technician III	\$115.00	\$120.00	\$125.00
23	Engineering Technician II	\$105.00	\$110.00	\$115.00
24	Engineering Technician I	\$95.00	\$100.00	\$105.00
25	Drone Operator	\$150.00	\$155.00	\$160.00
26	CADD Technician III	\$120.00	\$125.00	\$130.00
27	CADD Technician II	\$115.00	\$120.00	\$125.00
28	CADD Technician I	\$110.00	\$115.00	\$120.00
29	Communications Manager	\$160.00	\$165.00	\$170.00
30	Communications Specialist	\$130.00	\$135.00	\$140.00
31	GIS Manager	\$160.00	\$165.00	\$170.00
32	GIS Developer	\$145.00	\$150.00	\$155.00
33	GIS Programmer III	\$135.00	\$140.00	\$145.00
34	GIS Programmer II	\$125.00	\$130.00	\$135.00
35	GIS Programmer I	\$120.00	\$125.00	\$130.00
36	GIS Technician III	\$120.00	\$125.00	\$130.00
37	GIS Technician II	\$115.00	\$120.00	\$125.00
38	GIS Technician I	\$110.00	\$115.00	\$120.00
39	Senior Land Surveyor	\$165.00	\$170.00	\$175.00
40	Land Surveyor	\$150.00	\$155.00	\$160.00
41	Survey Manager	\$135.00	\$140.00	\$145.00
42	Survey Crew Chief II	\$130.00	\$135.00	\$140.00
43	Survey Crew Chief I	\$120.00	\$125.00	\$130.00
44	Survey Technician III	\$95.00	\$100.00	\$105.00
45	Survey Technician II	\$85.00	\$90.00	\$95.00
46	Survey Technician I	\$80.00	\$85.00	\$90.00
47	Human Resources Generalist	\$110.00	\$115.00	\$120.00
48	Administrative Assistant	\$80.00	\$85.00	\$90.00
49	Client Service Representative	\$190.00	\$195.00	\$200.00
50	Marketing Communications Manager	\$160.00	\$165.00	\$170.00
51	Business Development Manager	\$160.00	\$165.00	\$170.00
52	Controller	\$155.00	\$160.00	\$165.00
53	Financial Analyst	\$155.00	\$160.00	\$165.00
54	IT Manager	\$135.00	\$140.00	\$145.00
55	Human Resource Manager	\$125.00	\$130.00	\$135.00
56	IT Technician III	\$105.00	\$110.00	\$115.00
57	Bookkeeper	\$90.00	\$95.00	\$100.00
58	Marketing Coordinator	\$90.00	\$95.00	\$100.00
59	Marketing Assistant	\$75.00	\$80.00	\$85.00
Travel Expenses				
	Project Mileage	\$0.65	per mile	
	Lodging	Cost * 1.15		
	Meals	Cost * 1.15		
	Per Diem	\$60.00	per day	
Survey Supplies				
	Iron Pins	\$1.25	each	
	Fence Posts	\$5.00	each	
	Motorized Offroad Vehicles	\$75.00	per day	
Miscellaneous				
	Project Expenses	Cost * 1.15		
	Sub Consultants	Cost * 1.15		



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

Prairie Farms tri-plex 2011 aerial

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This map is not a substitute for accurate field surveys or for locating actual property lines and other information.

THE CITY OF
Fargo
FAR MORE

COVER SHEET
CITY OF FARGO PROJECTS

(13)

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 Project as it will appear in the Contract:

WATER SERVICE LOWERING & INCIDENTALS

Project No. UR-19-E

Call for Bids December 16, 2019

Advertise Dates December 23 & 30, 2019 & January 6, 2020

Bid Opening Date January 22, 2020

Substantial Completion Date August 1, 2020

Final Completion Date August 15, 2020

N/A PWPEC Report (Attach Copy) **Part of 2019 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 Scott Olson

Phone No. (701) 476-6628

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT
WATER SERVICE LOWERING
& INCIDENTALS
PROJECT NO. UR-19-E

Nature & Scope

This project is for the lowering of specified water services that are shallow and prone to freezing. The list of such services has been prioritized and the following addresses have been selected for this project:

- | | |
|--------------------|--------------------|
| • 801 17th St So. | • 407 15th St So. |
| • 821 17th St So. | • 523 15th St So. |
| • 1633 8th Ave So. | • 1513 6th Ave So. |
| • 1412 1st Ave So. | • 1521 6th Ave So. |
| • 1418 1st Ave So. | • 1609 6th Ave So. |
| • 1422 1st Ave So. | • 1629 9th Ave So. |
| • 1450 1st Ave So. | • 1633 9th Ave So. |
| • 1522 1st Ave So. | • 1326 7th Ave So. |
| • 1630 1st Ave So. | • 1341 7th Ave So. |
| • 1537 2nd Ave So. | • 1026 17th St So. |
| • 1411 3rd Ave So. | |
| • 1413 3rd Ave So. | |
| • 1415 3rd Ave So. | |

Purpose

Replacing these water services to a minimum depth of 7.5' will help reduce future risk of freezing within the City right-of-way.

Feasibility

The estimated construction cost is \$198,200.00. The actual number of services to be included in the contract will be determined based on bid prices.

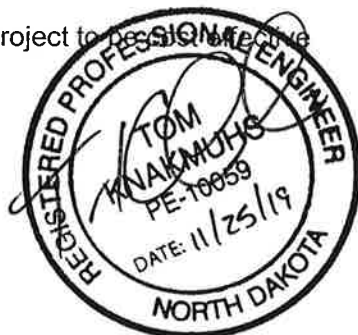
The costs for the project are estimated as follows:

<u>Estimated Construction Cost:</u>	\$198,200.00
Plus 6% Engineering Fees:	\$ 11,892.00
Plus 3% Legal/Miscellaneous Fees:	\$ 5,946.00
Plus 4% Interest:	\$ 7,928.00
Total Estimated Cost:	\$ 223,966.00

Funding:

Water Main Replacement Funds (501)	\$ 223,966.00
------------------------------------	---------------

We believe this project to be ~~feasible~~ **significant**



Thomas Knaukmuhs
Thomas Knaukmuhs
Assistant City Engineer

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(14)

Type: Reimbursement for Engineered Fill

Location: Prairie Farms Addition
 Block 1 Lot 37
 Block 6 –Lot 7-8
 Providence at Prairie Farms Addition
 Block 1 – Lots 8 -13

Date of Hearing: 12/9/2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/16/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Roger Kluck</u>

Since Engineering has received its first request for fill reimbursement in Prairie Farms, staff is reconfirming the Committee's position since the 2014 decision.

The Committee discussed the original reimbursement recommendation in May of 2014 to pay for half of the cost. In reviewing earlier communication, there is concern that it was not communicated from the developer to the buyer with the turnover of leadership within the development group. The committee recommended reimbursing the complete cost of aggregate backfill within the impacted area.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend reimbursement of the full cost of aggregate backfill for the identified lots.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and authorize the reimbursement of the full cost of aggregate backfill for the identified lots.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

	<u>Yes</u>	<u>No</u>
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	
Agreement for payment of specials required of developer	<u>N/A</u>	
50% escrow deposit required	<u>N/A</u>	

COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
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ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Reimbursement for Engineered Fill

Location: Prairie Farms
Block 1-Lot 24-27 and Lot 38
Block 6 -Lot 7-8

Date of Hearing: 5/5/2014

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

The Committee reviewed a communication from Jason Leonard regarding the replat of land that had previously been City Right of Way into buildable lots in the Prairie Farms Addition. Previously this area was platted as Maple Valley. In 2009 the City borrowed material from the right of way to build an emergency levee. With the replat, the right of way has moved and the previously excavated land is located in areas that are now intended to be private lots with homes on them. Generally, we have covered the cost of engineered fill for building footprints impacted by borrow when we have had to borrow material from private lots; however this land was right of way at the time of the emergency. The estimated cost is \$15,000 per lot but may vary.

On a motion by Pat Zavoral, seconded by Jim Gilmour, the Committee voted to recommend reimbursement of 50% of the cost of the engineered fill for the identified lots.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and authorize the reimbursement of 50% of the cost for engineered fill.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Street & Infrastructure Sales Tax

Yes	No
	N/A
	N/A
	N/A

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

Letter of Credit required (per policy approved 5-28-13)

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>✓</u>
Pat Zavoral, City Administrator	<u>✓</u>	<u>✓</u>	<u>✓</u>	
Jim Gilmour, Director of Planning	<u>✓</u>	<u>✓</u>	<u>✓</u>	
Steve Dirksen, Fire Chief	<u>✓</u>	<u>✓</u>	<u>✓</u>	
Mark Bittner, Director of Engineering	<u>✓</u>	<u>✓</u>	<u>✓</u>	
Bruce Grubb, Enterprise Director	<u>✓</u>	<u>✓</u>	<u>✓</u>	
Ben Dow, Director of Operations	<u>✓</u>	<u>✓</u>	<u>✓</u>	Mark Williams
Steve Sprague, City Auditor	<u>✓</u>	<u>✓</u>	<u>✓</u>	
April Walker, City Engineer	<u>✓</u>	<u>✓</u>	<u>✓</u>	
Kent Costin, Finance Director	<u>✓</u>	<u>✓</u>	<u>✓</u>	

ATTEST:

April E. Walker, P.E., C.F.M.
City Engineer



Memorandum

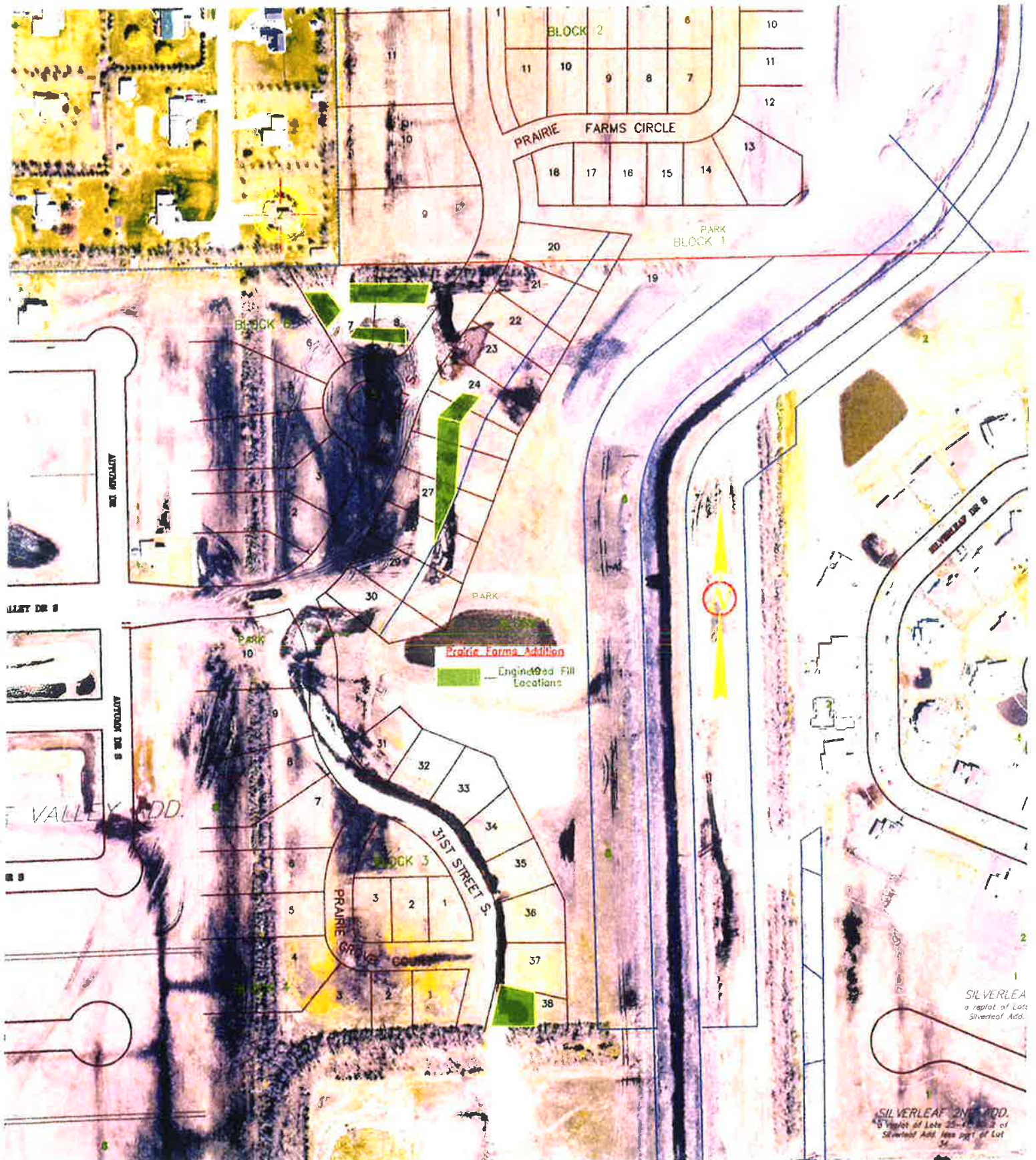
To: Members of PWPEC
From: Jason Leonard, Civil Engineer I JTL
Date: April 30, 2014
Re: Prairie Farms Addition, Engineered Fill

In the flood fight of 2009, a dig and dump levee was constructed along the right of way within the Maple Valley Plat. During the construction of the levee, material was excavated by digging holes from locations within the Maple Valley right of way. The east portion of Maple Valley has been re-platted to Prairie Farms Addition which runs along the east edge of Frontier from 52nd Avenue S to 62nd Avenue S. With this re-plat of Maple Valley, the street locations were adjusted to tailor the Prairie Farms site layout. At the preliminary engineering planning phase of Prairie Farms, it was discovered that seven properties will be affected by the excavated holes along the levee. These seven properties are located at Block 1 - Lots 24, 25, 26, 27 & 38, Block 6 - Lots 7 & 8. The properties will require engineered fill measures during home construction. The cost is estimated at \$15,000 per property. The City has paid the cost of this engineered fill in similar cases.

Attached is a map showing the location of the lots requiring engineered fill.

Recommended Motion:

Consider reimbursement for engineering and engineering fill for the above mentioned lots in Prairie Farms Addition.



From: April Walker [<mailto:AWalker@cityoffargo.com>]

Sent: September 10, May 06, 2014 5:33 PM

To: Steve Iverson

Cc: Joseph Nigg; Brenda Derrig; Nicole Crutchfield

Subject: Lots subject to mining of borrow

Steve,

The Public Works Project Evaluation Committee did review the lots in Prairie Farms that are now impacted by the mining of borrow material (which was previously in ROW). The committee made a motion to pay 50% of the costs incurred by the builders on those lots to provide engineered fill. The other 50% will have to be borne by the property owner or the developer. I will be drafting a report of action and will forward a copy to you.

Respectfully,

April E. Walker, PE., C.F.M.

City Engineer

City of Fargo

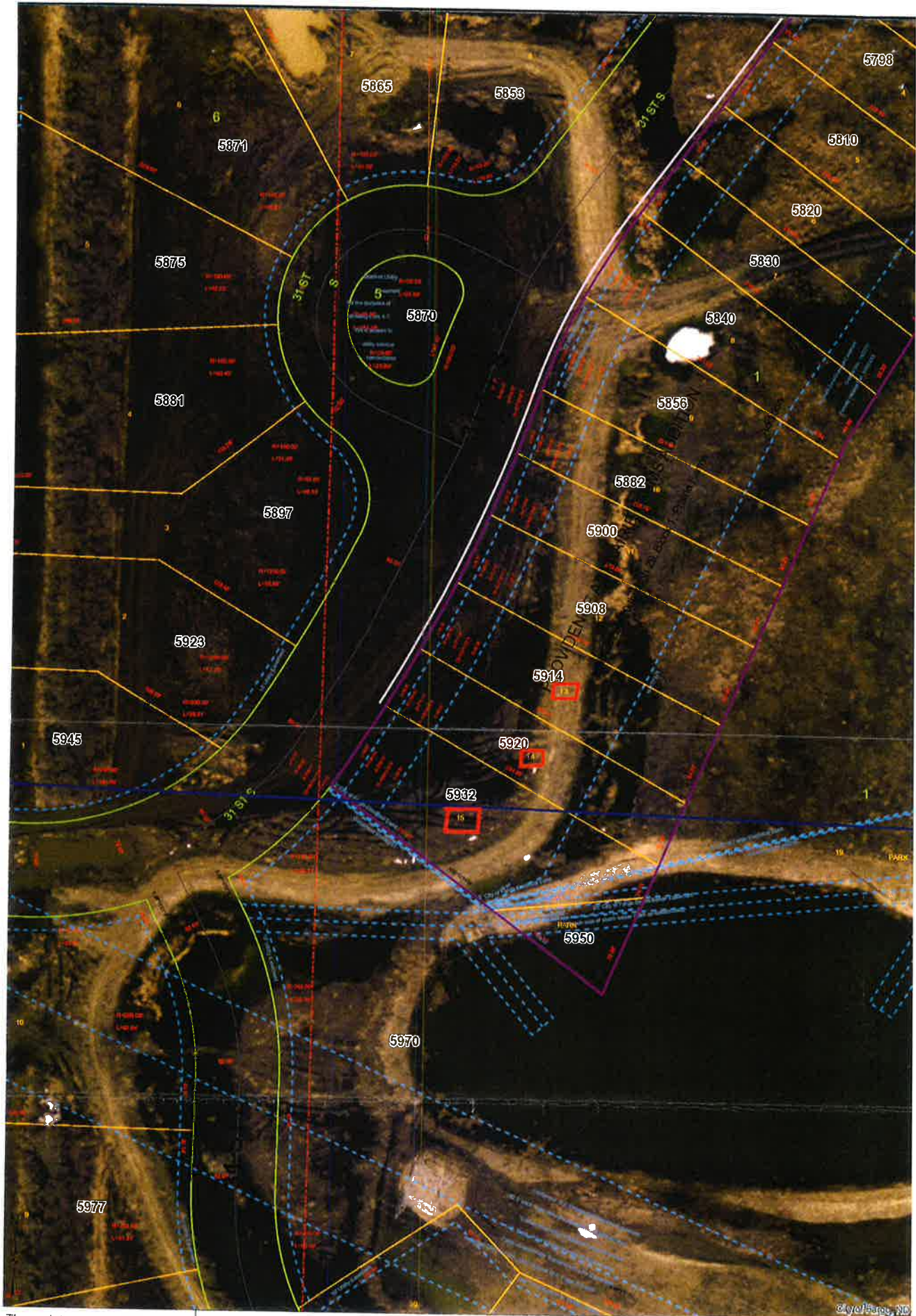
200 N 3rd Street

Fargo, ND 58102

Office 701-241-1554

Fax 701-241-8101

awalker@cityoffargo.com



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

Prairie Farms tri-plex 2011 aerial

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12/3/2019 10:12:09 AM

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

THE CITY OF
Fargo
FAR MORE

(15)

CITY OF FARGO
GENERAL FUND - BUDGET TO ACTUAL
THROUGH NOVEMBER 2019
(UNAUDITED)

	2019 BUDGET	2019 ACTUAL	VARIANCE
REVENUES:			
Taxes	\$ 30,530,155	\$ 30,580,731	\$ 50,576
Licenses & Permits	4,609,525	4,110,167	(499,358)
Fines & Traffic Tickets	1,711,152	1,536,518	(174,634)
Intergovernmental Revenue	20,219,726	19,945,734	(273,992)
Charges for Services	15,286,971	13,764,410	(1,522,561)
Interest	3,101,664	4,184,629	1,082,965
Miscellaneous Revenue	1,731,666	906,158	(825,508)
Transfers In	13,539,665	12,454,296	(1,085,369)
Total Revenues	\$ 90,730,524	\$ 87,482,643	\$ (3,247,881)
EXPENDITURES:			
City Administrator	\$ 6,398,683	\$ 6,122,910	\$ 275,773
Finance	6,752,550	6,388,052	364,498
Planning & Development	3,676,661	3,312,742	363,919
Transit	7,429,497	7,199,351	230,146
Public Works	15,039,266	15,099,807	(60,541)
Fire Department	12,307,456	11,889,607	417,849
Police	19,190,478	18,828,392	362,086
Health	10,333,970	10,077,910	256,060
Library	4,120,569	4,059,829	60,740
Commission	594,730	584,265	10,465
Civic Center	422,398	594,214	(171,816)
Social Services	399,994	296,826	103,168
Capital Outlay	486,166	341,802	144,364
Vehicle Replacement/IT	363,211	294,340	68,871
Contingency	(986,955)	4,691	(991,646)
Transfers Out	4,103,512	4,195,822	(92,310)
Total Expenditures	\$ 90,632,186	\$ 89,290,560	\$ 1,341,626
Excess of Revenue Over (Under) Expenditures	\$ 98,338	\$ (1,807,917)	\$ (1,906,255)



Fargo Inspections

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

Memorandum

DATE: December 12, 2019
TO: Mayor Mahoney and Board of City Commissioners
FROM: Bruce Taralson, Inspections Administrator
SUBJECT: Dangerous Building Notice and Order at 18 8 Avenue North, Fargo, ND

This is to notify you that the property owner of 18 8 Avenue N., Fargo, ND, 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 December 30, 2019 as the time and date for the hearing regarding the dangerous building order for the structure at 18 8 Avenue 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: Arcadia-Park View LLC
417 Main Ave, Unit 5
Fargo ND 58103-1956

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 18 8th Ave N, Fargo, ND and is located on that tract of land in the city of Fargo, more particularly described as follows:

Truesdells Addition, Block 6, West 40 feet of lots 8, 9, and 10

(hereinafter referred to as "the building")

3. That an inspection was made of the building on October 25, 2019 by building inspectors, Bill Thompson and John Arens and by Deputy Assessor, Rob Harshberger, of the City of Fargo.

4. That the building inspector for the City of Fargo has found the building, consisting of a one-and-a-half story, 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 (thirty) days from the date of this notice or obtain a permit to repair. To obtain a permit, see 'Conditions Found Statement' below.

7. That the building is unsafe and is a dangerous building in the following respects: See 'Conditions Found Statement' below.

An Assessor of the City of Fargo has deemed that the building has been damaged or deteriorated to the extent of more than fifty (50) percent of its original value prior to the damage or deterioration. Source: Fargo Municipal Code, Article 21-0402 concerning Dangerous Buildings.

8. 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.

9. 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.

10. 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 31st 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 31st day of October, 2019.



Bill Thompson
Building Inspector

Conditions Found Statement

On 10/25/2019, Inspectors Bill Thompson and John Arens were present at 18 8 Ave N, Fargo, ND to address a complaint inspection. The following violations were found:

- West side of foundation appears to be buckling.
- Roof and fascia are damaged/rotten/missing.
- Areas under front porch have holes and signs of infestation.
- Basement beam is cracked and sagging.
- Multiple floor joists are cracked.
- Approximately 4 inches of water in basement.
- Gutters are hanging down from roof.
- Garage doors are unsecure, garage entry has been kicked in.
- Shed has a hole in bottom of door with signs of infestation.
- Interior plaster has been removed in multiple rooms.
- Piles of debris and appliances in yard.

The following actions must be taken:

- Provide engineering on structure, mechanical, plumbing and electrical systems.
- Provide structural plans.
- Provide list of licensed trades with plans.
- Obtain a new permit and follow through with all necessary inspections.



Bill Thompson
Building Inspector
City of Fargo, ND

10/31/19

Date Signed



Bruce Taralson
Inspections Administrator
City of Fargo, ND

10/31/19

Date Signed



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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR
DATE: DECEMBER 11, 2019
SUBJECT: MERCANTILE PARKING GARAGE FINANCING

A handwritten signature in dark ink, appearing to be "JG", is located to the right of the "FROM:" line.

The financing plan for the Mercantile Parking Garage included a \$2,000,000 loan from NDSU Research Park Ventures, LLC. It will be a 10-year loan at 0% interest with one payment due at the end of 10 years.

Attached for your review are the authorizing resolution and credit agreement.

Recommended Motion

Approve a resolution authorizing the issuance of a promissory note (subject to budget appropriation) for a \$2,000,000 loan for the Mercantile Parking Garage.

RESOLUTION AUTHORIZING THE ISSUANCE OF
A PROMISSORY NOTE (SUBJECT TO BUDGET APPROPRIATION); APPROVING CERTAIN
ACTIONS AND APPROVING FORMS OF LOAN DOCUMENTS REQUIRED IN CONNECTION
THEREWITH

WHEREAS, pursuant to Section 40-05-01 Subd 2 of the North Dakota Century Code and Article 3-0802 of the Issuer's Home Rule Charter (collectively the "Act") (as the same may from time to time be amended the "Act"), the City of Fargo, North Dakota (the "Issuer") is authorized and empowered, among other things, to issue its bonds to finance various facilities, including the Project (as defined herein); and

WHEREAS, pursuant to North Dakota Century Code Chapter 48-02.1, as amended (the "Infrastructure Development Act"), the Issuer is authorized to enter into development agreements for fee-based facilities, such as the Project; and

WHEREAS, pursuant to the Infrastructure Development Act, the Issuer has previously entered into that certain Development Agreement (the "Development Agreement") by and between the Issuer and Great Plains Mercantile Holdings, LLC, dated as of November 15, 2019 (as amended, the "Development Agreement") for the development of a mixed-use fee-based facility, as described in the Development Agreement (the "Facility"); and

WHEREAS, on October 7, 2019, the Issuer approved the Development Agreement and gave preliminary approval to the issuance of obligations in an amount not to exceed \$13,600,000 to finance (i) the Issuer's obligations under the Development Agreement with respect to the acquisition and construction of the Garage, as defined in the Development Agreement (the "Garage"), (ii) capitalized interest on such obligations during construction, and (iii) costs of issuance of the obligations (collectively, the "Project"); and

WHEREAS, the Issuer intends to finance costs of the Project with (i) proceeds of its Taxable Annual Appropriation Bonds, Series 2020A (Mercantile Parking Garage) in an amount not to exceed \$11,600,000 and (ii) proceeds of a \$2,000,000 loan (the "Loan") from NDSU Research Park Ventures, LLC (the "Park");

WHEREAS, the Loan is being provided pursuant to a Credit Agreement (the "Credit Agreement") and a Promissory Note (the "Note"), each between the Issuer and the Park, in addition to a Subscription Agreement and Letter of Investment Intent (the "LOI," together with the Credit Agreement and Note, the "Loan Documents") to be executed by Gate City Bank (the "Lender");

WHEREAS, it is expected that the Note will be assigned by the Park to the Lender;

WHEREAS, repayment of the Note will be subject to the appropriation by the Issuer of the amount sufficient to pay the outstanding principal amount on the Note and the accrued annual servicing fee (as described in the Credit Agreement) for the fiscal year of the Issuer in which the Note is payable, all as further set forth herein and in the Loan Documents; and

WHEREAS, the Note does not constitute public debt under any constitutional or statutory provision of the State of North Dakota, and upon a failure to appropriate moneys sufficient to pay debt service thereon, the Note will be cancelled and the Issuer will have no further obligation for payment of any amounts relating to the Note; and

WHEREAS, the Note shall be payable solely from legally available funds appropriated by the Issuer and shall not be payable from, or be secured by any pledge of, any other funds, revenues, assets or taxing power of the Issuer.

BE IT RESOLVED by the governing body of City of Fargo, Cass County, North Dakota, as follows:

1. Approval of Loan Documents. The Loan Documents are approved substantially in the form presented, and any of the Mayor, City Auditor, and Director of Finance is hereby authorized to execute and deliver the Loan Documents with such other changes, deletions and additions thereto as they may determine are appropriate, such determination to be conclusively evidenced by the execution and delivery of the Loan Documents. In the absence of the Mayor, City Auditor, and Director of Finance, each of the Deputy Mayor and the Deputy City Auditor, as the case may be, is authorized to execute the Loan Documents.

2. Execution and Delivery of the Note. The Mayor and City Auditor are hereby authorized and directed to execute and issue the Note, and the Note shall be issued and shall be substantially in such form, mature, bear interest (if any), and be payable according to such terms, and shall otherwise contain such terms and provisions, as are set forth in the Loan Documents, which terms are for this purpose incorporated in this Resolution and made a part hereof.

3. Covenants. The Issuer hereby covenants and agrees with the holder from time to time of the Note issued pursuant hereto as follows:

a. Budget. The Issuer shall include in the annual budget—for the fiscal year in which payment of the Note and the accrued serving fee (together the “Repayment Amount”) is due—of the Issuer submitted to the City Commission for approval an amount as a specific line item equal to the amount due on the Note and the accrued servicing fee in the fiscal year covered by such budget. This covenant to include the Repayment Amount in the proposed budget is not a covenant to appropriate such amounts and does not restrict or prohibit the City Commission from declining to appropriate such amounts.

b. Payment of the Note. Upon an appropriation by the City Commission to pay the Repayment Amount, such amount shall be used solely for the payment of the outstanding amount of the Note and the accrued serving fee.

4. Further Actions Authorized. The officers of the Issuer and the City Auditor are hereby authorized and directed to prepare and furnish to the Park and the Lender, and to the attorneys approving the legality of the Loan, certified copies of such proceedings, ordinances, resolutions, and records and all such certificates and affidavits and other instruments as may be required to evidence the legality of said Loan, and all certified copies, certificates, affidavits, and other instruments so furnished, including any heretofore furnished, shall constitute representations of the Issuer as to the correctness of all facts stated or recited therein.

5. Execution of Documents Generally. In the event of the absence or unavailability of the Mayor, the City Auditor, the Director of Finance, or other appropriate officer of the Issuer, the Loan Documents and the other documents authorized for execution and delivery pursuant to this section may be executed and delivered by the individual or individuals authorized generally by the Issuer to act on behalf of the Mayor, the City Auditor, the Director of Finance, or other officer of the Issuer in such circumstances, including, without limitation, the Deputy Mayor and the Deputy City Auditor, as the case may be.

In case any officer signing documents authorized to be executed and delivered by this Resolution shall cease to be such officer before or after the delivery of any such document, such signature, nevertheless, shall be valid and remain sufficient for all purposes as if such officer had remained in office until such delivery or later applicable time.

6. Repealer. All prior resolutions and other acts or proceedings of this governing body which are in any way inconsistent with the terms of this Resolution are hereby amended to the extent necessary to give full force and effect to this Resolution.

7. Effective Date. This resolution shall be effective immediately upon adoption.

Mayor

Attest:

City Auditor

CREDIT AGREEMENT

This CREDIT AGREEMENT, dated as of December __, 2019, is by and between the CITY OF FARGO, a North Dakota municipal corporation (the "Borrower"), and NDSU RESEARCH PARK VENTURES, LLC, a North Dakota limited liability company (the "Park").

ARTICLE I DEFINITIONS AND ACCOUNTING TERMS

Section 1.1 Defined Terms. As used in this Agreement, the following terms shall have the following respective meanings (and such meanings shall be equally applicable to both the singular and plural form of the terms defined, as the context may require):

"Business Day" shall mean any day (other than a Saturday, Sunday or legal holiday in the State of North Dakota) on which banks are permitted to be open in Fargo, North Dakota.

"Closing Date" shall mean December __, 2019; provided that all the conditions precedent to the obligation of the Park to make the Term Loan, as set forth in Section 2.4 below, have been, or, on such Closing Date, will be, satisfied.

"Code" shall mean the Internal Revenue Code of 1986, as amended.

"Default" shall mean any event which, with the giving of notice (whether such notice is required under the Loan Documents, or under some other provision of this Agreement, or otherwise) or lapse of time, or both, would constitute an Event of Default.

"Event of Default" shall mean any event described in the Loan Documents.

"Fiscal Year" shall mean a calendar year, or, in the event that the Borrower no longer makes appropriations for a calendar year, such twelve month period for which the Borrower appropriation funds.

"Loan Documents" shall mean this Agreement and the Promissory Note to be executed by the Borrower.

"Material Adverse Occurrence" shall mean any occurrence of whatsoever nature (including, without limitation, any adverse determination in any litigation, arbitration, or governmental investigation or proceeding) which could reasonably be expected to materially and adversely affect (a) the financial condition or operations of the Borrower, (b) impair the ability of the Borrower to perform its obligations under any Loan Documents, or any writing executed pursuant thereto, (c) the validity or enforceability of the material obligations of the Borrower under any Loan Document, (d) the rights and remedies of the Park against the Borrower, (e) the timely payment of the principal of the Promissory Note or other amounts payable by the Borrower hereunder, or (f) the validity of the obligations of the Borrower with respect to all of the Obligations.

“Obligations” shall mean the Borrower's obligations in respect of the due and punctual payment of the principal of the Promissory Note when and as due, whether by acceleration or otherwise and all fees, expenses, indemnities, reimbursements and other obligations of the Borrower under this Agreement or any other Borrower Loan Documents, in all cases whether now existing or hereafter arising or incurred.

“Project” shall mean the approved Renaissance Zone project in Fargo, North Dakota, commonly known as the “Mercantile Development Renaissance Zone Project.”

“Promissory Note” shall mean the Promissory Note, dated of even date herewith, by Borrower, as maker, in favor of Park, as payee, evidencing the Term Loan.

“Term Loan” shall mean the non-revolving term facility as defined in Section 2.1 hereof.

Section 1.2 Computation of Time Periods. In this Agreement, in the computation of a period of time from a specified date to a later specified date, unless otherwise stated the word “from” means “from and including” and the word “to” or “until” each means “to but excluding.”

Section 1.3 Other Definitional Terms. The words “hereof,” “herein” and “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. References to Sections, Exhibits, schedules and like references are to this Agreement unless otherwise expressly provided. The words “include,” “includes” and “including” shall be deemed to be followed by the phrase “without limitation.” Unless the context in which used herein otherwise clearly requires, “or” has the inclusive meaning represented by the phrase “and/or.” All incorporation by reference of covenants, terms, definitions or other provisions from other agreements are incorporated into this Agreement as if such provisions were fully set forth herein, and such incorporation shall include all necessary definitions and related provisions from such other agreements but including only amendments thereto agreed to by the Park, and shall survive any termination of such other agreements until the obligations of the Borrower under this Agreement and the Promissory Note are irrevocably paid in full, and the commitments of the Park to advance funds to the Borrower are terminated.

ARTICLE II TERMS OF THE CREDIT FACILITY

Section 2.1 Loan. On the Closing Date, the Park agrees to make a loan (the “Term Loan”) to Borrower, which will be reflected in a Promissory Note, in an amount equal to Two Million and 00/100 (\$2,000,000) Dollars.

Section 2.2 Interest; Repayment. No interest will accrue on the Term Loan, and the Term Loan will be due and payable on December __, 2029 (the “Maturity Date”).

Section 2.3 Annual Servicing Fee. Borrower shall, on an annual basis commencing December 31 of the year in which the Term Loan is made and recurring on December 31 of each

calendar year thereafter on which December 31 any portion of the Term Loan is outstanding, incur an annual servicing fee of 0.125% of the amount of the Term Loan, equaling \$2,500.00. Such annual servicing fee shall be payable to the Park each December 31 or, at Borrower's option, may be accrued on an interest-free basis for so long as any portion of the Term Loan is outstanding and made due and payable on the Maturity Date.

Section 2.4 Conditions of Term Loan. The making of the Term Loan shall be subject to the prior or simultaneous fulfillment of the following conditions:

(a) The Park shall have received the Promissory Note executed by a duly authorized officer (or officers) of the Borrower and dated as of the Closing Date;

(b) Borrower shall provide satisfactory proof to Park that Borrower has sufficient capital for the Project;

(c) Borrower shall provide satisfactory proof to Park that the Project has been approved as a Renaissance Zone project under North Dakota law;

(d) Borrower shall provide the Park a secretary's certificate certifying that Borrower's execution of the Promissory Note and entry into the Term Loan has been properly authorized by the Borrower; and

(e) Borrower shall not be in default of any provision hereof at the time of such advance.

Section 2.5 Limited Obligation, Non-Appropriation. The Promissory Note shall be payable solely from legally available funds appropriated by the Borrower and shall not be payable from, or be secured by any pledge of, any other funds, revenues, assets or taxing power of the Borrower. Upon a failure by the Borrower to appropriate moneys sufficient to pay the repayment amount, including the servicing fee, the Promissory Note will be cancelled and the Borrower will have no further obligation for the payment of principal of, interest on (if any), and the servicing fee related to the Promissory Note.

In the event that the Borrower adopts a budget for the Fiscal Year when repayment is due with a specific line-item designated for the payment of, and in the amount of, the principal of, interest on, and servicing fee for the Promissory Note, funds in such amount are deemed appropriated for the repayment on the Promissory Note. The Borrower hereby covenants that, if such appropriation is made by approval of the Borrower's budget, it will not repeal, reduce or abate such appropriation or otherwise prohibit the use of such appropriated funds for the repayment of the Promissory Note in the Fiscal Year when repayment is due.

In the event the Borrower (i) does not adopt a budget for the Fiscal Year when repayment is due ("Subsequent FY") by October 7 of the year prior (the "Budget Deadline") with a line-item for repayment as described above and (ii) adopts a resolution stating that no funds are being appropriated for the payment of the principal of, interest (if any) on, and the servicing fee related

to the Promissory due in the Subsequent FY (an "Event of Non-Appropriation"), the Promissory Note shall be cancelled immediately following the Budget Deadline for that Fiscal Year (the "Termination Date"). The resolution required above for non-appropriation may be included in the resolution of the Borrower with respect to the approval of the budget generally.

Upon cancellation of the Promissory Note, the Promissory shall no longer be outstanding and the Borrower shall not be liable for the payment of any unpaid principal of, interest on, or servicing fee related to the Promissory Note and the Borrower shall not be liable for any claims for damages or losses, direct or consequential, in connection with the cancellation of the Promissory Note.

The Promissory Note does not constitute a debt or liability of the State or of any political subdivision thereof or a pledge of the faith and credit of the State or any political subdivision thereof. The issuance of the Promissory Note under the provisions of Section 40-05-01 Subd 2 of the North Dakota Century Code and Article 3-0802 of the Borrower's Home Rule Charter, as from time to time amended does not, directly, indirectly or contingently, obligate the State or any political subdivision thereof to levy any form of taxation for the payment thereof or to make any appropriation for their payment, and such Promissory Note and interest payable thereon (if any), and servicing fee related thereto do not now and shall never constitute a debt of the State or any political subdivision thereof within the meaning of the Constitution or the statutes of the State and do not now and shall never constitute a charge against the credit or taxing power of the State or any political subdivision thereof. Neither the State nor any political subdivision thereof shall in any event be liable for the payment of the principal of or interest on the Promissory Note or for the performance of any pledge, obligation or agreement of any kind whatsoever which may be undertaken by the Borrower. No breach by the Borrower of any such pledge, obligation or agreement may impose any liability, pecuniary or otherwise, upon the State or any political subdivision thereof. No covenant or agreement in the Promissory Note or in this Agreement and no obligation herein imposed upon the Borrower and no breach thereof shall constitute or give rise to or impose upon the Borrower a general liability or a charge upon its general credit or property.

ARTICLE III REPRESENTATIONS AND WARRANTIES

To induce the Park to enter into this Agreement, the Borrower represents and warrants to the Park, as of the Closing Date and the date of any advance under the Term Loan:

Section 3.1 Organization, Standing, Etc. The Borrower is a municipal corporation duly organized and validly existing and in good standing under the laws of the jurisdiction named in the opening paragraph hereof and has all requisite power and authority to carry on its business, including the construction and ownership of the Project, to enter into this Agreement and to issue the Promissory Note and to perform its obligations under the Loan Documents.

Section 3.2 Authorization and Validity. The execution, delivery and performance by the Borrower of the Loan Documents have been duly authorized by all necessary organizational action by the Borrower. This Agreement constitutes, and the Promissory Note and other Loan Documents when executed will constitute, the legal, valid and binding obligations of the Borrower, enforceable against the Borrower in accordance with their respective terms, subject to limitations as to enforceability which might result from bankruptcy, insolvency, moratorium and other similar laws affecting creditors' rights generally and subject to limitations on the availability of equitable remedies.

Section 3.3 No Conflict; No Default. The execution, delivery and performance by the Borrower of the Loan Documents will not (a) violate any provision of any law, statute, rule or regulation or any order, writ, judgment, injunction, decree, determination or award of any court, governmental agency or arbitrator presently in effect having applicability to the Borrower, (b) violate or contravene any provision of the organizational documents of the Borrower, or (c) result in a breach of or constitute a default under any indenture, loan or credit agreement or any other agreement, lease or instrument to which the Borrower is a party or by which it or any of its properties may be bound. The Borrower is not in default under or in violation of any such law, statute, rule or regulation, order, writ, judgment, injunction, decree, determination or award or any such indenture, loan or credit agreement or other agreement, lease or instrument in any case in which the consequences of such default or violation could constitute a Material Adverse Occurrence.

Section 3.4 Government Consent. No order, consent, approval, license, authorization or validation of, or filing, recording or registration with, or exemption by, any governmental or public body or authority is required on the part of the Borrower to authorize, or is required in connection with the execution, delivery and performance of, or the legality, validity, binding effect or enforceability of, the Loan Documents.

Section 3.5 Litigation. There are no actions, suits or proceedings pending or, to the knowledge of the Borrower, threatened against or affecting the Borrower or any of its properties before any court or arbitrator, or any governmental department, board, agency or other instrumentality which, if determined adversely to the Borrower, would constitute a Material Adverse Occurrence, and there are no unsatisfied judgments against the Borrower, the satisfaction or payment of which would constitute a Material Adverse Occurrence.

ARTICLE IV

AFFIRMATIVE COVENANTS

Section 4.1 Existence. The Borrower will maintain its organizational existence in good standing under the laws of its jurisdiction of organization and its qualification to transact business in each jurisdiction where failure to so qualify would permanently preclude the Borrower from enforcing its rights with respect to any material asset or would expose the Borrower to any material liability.

Section 4.2 Maintenance of Properties. The Borrower will maintain its properties used or useful in the conduct of its business in good condition, repair and working order, and supplied with all necessary equipment, and make all necessary repairs, renewals, replacements, betterments and improvements thereto, all as may be necessary so that the business carried on in connection therewith may be properly and advantageously conducted at all times.

Section 4.3 Project. The Term Loan proceeds will be used in developing the Project.

ARTICLE V MISCELLANEOUS

Section 5.1 Modifications. Notwithstanding any provisions to the contrary herein, any term of this Agreement may be amended with the written consent of the Borrower; provided that no amendment, modification or waiver of any provision of this Agreement or consent to any departure by the Borrower therefrom shall in any event be effective unless the same shall be in writing and signed by the Park, and then such amendment, modification, waiver or consent shall be effective only in the specific instance and for the purpose for which given.

Section 5.2 Waivers. No failure on the part of the Park or the holder of the Promissory Note to exercise and no delay in exercising any power or right hereunder or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any power or right preclude any other or further exercise thereof or the exercise of any other power or right. The remedies herein and in the other Loan Documents provided are cumulative and not exclusive of any remedies provided by law.

Section 5.3 Notices. Except when telephonic notice is expressly authorized by this Agreement, any notice or other communication to any party in connection with this Agreement shall be in writing and shall be sent by manual delivery, facsimile transmission, overnight courier or United States mail (postage prepaid) addressed to such party at the address specified on the signature page hereof, or at such other address as such party shall have specified to the other party hereto in writing. All periods of notice shall be measured from the date of delivery thereof if manually delivered, from the date of sending thereof if sent by facsimile transmission, from the first Business Day after the date of sending if sent by overnight courier, or from four days after the date of mailing if mailed.

Section 5.4 Successors and Assigns; Participations. This Agreement shall be binding upon and inure to the benefit of the Borrower, the Park, all future holders of the Promissory Note, and their respective successors and assigns, except that the Borrower may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Park, such consent not to be unreasonably withheld.

Section 5.5 Governing Law and Construction. **THE VALIDITY, CONSTRUCTION AND ENFORCEABILITY OF THIS AGREEMENT AND THE LOAN DOCUMENTS SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NORTH DAKOTA.** Whenever possible, each provision of this Agreement and the other Loan

Documents and any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto shall be interpreted in such manner as to be effective and valid under such applicable law, but, if any provision of this Agreement, the other Loan Documents or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto shall be held to be prohibited or invalid under such applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, the other Loan Documents or any other statement, instrument or transaction contemplated hereby or thereby or relating hereto or thereto.

Section 5.6 Consent to Jurisdiction. AT THE OPTION OF THE PARK, THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS MAY BE ENFORCED IN ANY FEDERAL OR STATE COURT SITTING IN CASS COUNTY, NORTH DAKOTA; AND THE BORROWER CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT VENUE IN SUCH FORUMS IS NOT CONVENIENT. IN THE EVENT THE BORROWER COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS AGREEMENT, THE PARK AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

Section 5.7 Waiver of Jury Trial. EACH OF THE BORROWER AND THE PARK IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 5.8 Survival of Agreement. All representations, warranties, covenants and agreements made by the Borrower herein or in the other Loan Documents and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be deemed to have been relied upon by the Park and shall survive the making of the Loan by the Park and the execution and delivery to the Park by the Borrower of the Promissory Note, regardless of any investigation made by or on behalf of the Park, and shall continue in full force and effect as long as any Obligation is outstanding and unpaid.

Section 5.9 Captions. The captions or headings herein and any table of contents hereto are for convenience only and in no way define, limit or describe the scope or intent of any provision of this Agreement.

Section 5.10 Entire Agreement. This Agreement and the other Loan Documents embody the entire agreement and understanding between the Borrower and the Park with respect to the subject matter hereof and thereof. This Agreement supersedes all prior agreements and understandings relating to the subject matter hereof. Nothing contained in this Agreement or in any other Loan Document, expressed or implied, is intended to confer upon any persons other than the parties hereto any rights, remedies, obligations or liabilities hereunder or thereunder.

Section 5.11 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

Section 5.12 Borrower Acknowledgements. The Borrower hereby acknowledges that (a) it has been advised by counsel in the negotiation, execution and delivery of this Agreement and the other Loan Documents, (b) the Park has no fiduciary relationship to the Borrower, the relationship being solely that of debtor and creditor, (c) no joint venture exists between the Borrower and the Park, and (d) the Park undertakes no responsibility to the Borrower to review or inform the Borrower of any matter in connection with any phase of the business or operations of the Borrower and the Borrower shall rely entirely upon its own judgment with respect to its business, and any review, inspection or supervision of, or information supplied to, the Borrower by the Park is for the protection of the Park and neither the Borrower nor any third party is entitled to rely thereon.

Section 5.13 Interest Rate Limitation. Notwithstanding anything herein to the contrary, if at any time the interest rate applicable to any Loan, together with all fees, charges and other amounts that are treated as interest on such Loan under applicable law (collectively, the "Charges"), shall exceed the maximum lawful rate (the "Maximum Rate") that may be contracted for, charged, taken, received or reserved by the Park in accordance with applicable law, the rate of interest payable in respect of such Loan hereunder, together with all Charges payable in respect thereof, shall be limited to the Maximum Rate.

Section 5.14 Time is of the Essence. Time is of the essence in the performance of this Agreement.

Section 5.15 Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, that finding shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be considered modified so that it becomes legal, valid and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the legality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provisions of this Agreement.

PRIOR TO SIGNING THIS CREDIT AGREEMENT, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS CREDIT AGREEMENT. BORROWER AGREES TO THE TERMS OF THIS CREDIT AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

Left intentionally blank - Signature pages follow

Counterpart signature page to Credit Agreement

BORROWER:
CITY OF FARGO

By: _____
[NAME], [TITLE]

Address for Borrower:
City of Fargo
225 4th St. N.
Fargo, ND 58102
Facsimile: [FAX]

Counterpart signature page to Credit Agreement

PARK:

NDSU RESEARCH PARK VENTURES, LLC

By: _____
Brian Kalk, Executive Director

Address for Park:

NDSU Research Park Ventures, LLC

1854 NDSU Research Circle North

Fargo, ND 58102

Facsimile: (701) 499-3610

PROMISSORY NOTE

\$2,000,000

Date: December __, 2019

FOR VALUE RECEIVED, the City of Fargo, a North Dakota municipal corporation ("Maker") hereby promises to pay to the order of NDSU Research Park Ventures, LLC, or its successors and assigns ("Payee") at 1854 NDSU Research Circle North, Fargo, North Dakota, or such other place as may be specified in writing by Payee, the principal sum of Two Million (\$2,000,000) Dollars, or so much thereof as may be advanced by the Payee to or for the benefit of the Maker as provided below.

This Note is issued under Section 40-05-01 Subd 2 of the North Dakota Century Code and Article 3-0802 of the Maker's Home Rule Charter (collectively as the same may from time to time be amended, the "Act"), and in conformity with the provisions, restrictions and limitations thereof. This Note does not constitute an indebtedness of the Maker, the County of Cass (the "County"), the State of North Dakota (the "State") or any other political subdivision within the meaning of any state constitutional provision or statutory limitation, nor does this Note give rise to a charge against the general credit or properties or taxing powers of the Maker, the County, the State or other political subdivision and does not grant to the registered owner of this Bond any right to have the Maker, the County, the State or other political subdivision levy any taxes or appropriate any funds for the payment of the principal hereof or interest hereon, nor is this Note a general obligation of the Maker, the County, the State or other political subdivision or the individual officers or agents thereof to which the full faith and credit of any of such entities is pledged.

This Note is issued for the purpose of financing the development of the City's obligations with respect to the garage portion of a project also including construction of multi-family housing and retail/office space (together with financing of costs of issuance and capitalized interest related thereto, the "Project").

The then-outstanding principal amount of this Note shall be payable on November 22, 2029.

The Note is payable solely from legally available funds appropriated by the Maker for the payment of principal of, interest on (if any), and the servicing fee (together, the "Repayment Amount") related to the Note. In the event the City Commission fails to appropriate the Repayment Amount for the fiscal year (when the outstanding principal amount of the Note is due) of the Maker by October 7 of the preceding fiscal year, the Note is cancelled without liability of the Maker for any Repayment Amount and is of no further force and effect. The failure to appropriate funds and the cancellation of the Note is not a default or event of default, and the Noteholder shall have no recourse against any of the funds, revenues or assets, including the Project, of the Maker.

Maker hereby waives presentment for payment, notice of dishonor, protest and notice of protest. If this Note is not paid when due, Maker agrees to pay all costs of collection, including reasonable attorneys' fees.

AT THE OPTION OF THE PAYEE THIS NOTE MAY BE ENFORCED IN ANY FEDERAL COURT OR STATE COURT SITTING IN FARGO, NORTH DAKOTA, AND THE MAKER CONSENTS TO THE JURISDICTION AND VENUE OF ANY SUCH COURT AND WAIVES ANY ARGUMENT THAT THE VENUE IN SUCH FORUMS IS NOT CONVENIENT. IF THE MAKER COMMENCES ANY ACTION IN ANOTHER JURISDICTION OR VENUE UNDER ANY TORT OR CONTRACT THEORY ARISING DIRECTLY OR INDIRECTLY FROM THE RELATIONSHIP CREATED BY THIS NOTE, THE PAYEE AT ITS OPTION SHALL BE ENTITLED TO HAVE THE CASE TRANSFERRED TO ONE OF THE JURISDICTIONS AND VENUES ABOVE-DESCRIBED, OR, IF SUCH TRANSFER CANNOT BE ACCOMPLISHED UNDER APPLICABLE LAW, TO HAVE SUCH CASE DISMISSED WITHOUT PREJUDICE.

THIS NOTE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH DAKOTA.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of North Dakota to be done precedent to and in the issuance of this Note have been properly done, have happened and have been performed in regular and due time, form and manner as required by law.

CITY OF FARGO

By: _____
[NAME], [TITLE]

(18)

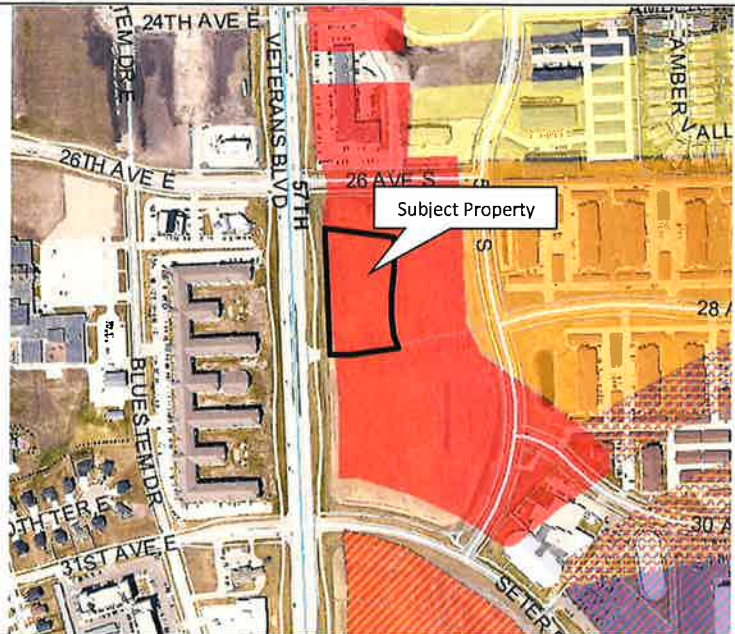
City of Fargo Staff Report			
Title:	Urban Plains by Brandt Fourth Addition	Date:	7/27/2018
		Update:	12/12/2019
Location:	5601 28 th Avenue South and 2701 Uptown Way S (formerly addressed as 5616 26 th Avenue South)	Staff Contact:	Aaron Nelson
Legal Description:	Lots 2 & 3, Block 1, Urban Plains by Brandt Third Addition		
Owner(s)/Applicant:	Urban Plains Land Company, LLC/Houston Engineering, Inc.	Engineer:	Houston Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Replat of Lots 2 & 3, Block 1, Urban Plains by Brandt Third Addition to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission: December 16, 2019		

Existing	Proposed
Land Use: Vacant	Land Use: Commercial
Zoning: LC, Limited Commercial with C-O, Conditional Overlay	Zoning: No Change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self-service storage, vehicle repair, limited vehicle service.	Uses Allowed: No Change
Maximum Lot Coverage Allowed: Maximum 55% building coverage	Maximum Lot Coverage Allowed: No Change

Proposal:
<p>The applicant is seeking City approval of a minor subdivision plat entitled <i>Urban Plains by Brandt Fourth Addition</i>, which would replat two existing lots into two new lots. The subject property encompasses approximately 18.6 acres.</p> <p>According to the applicant, the intent of this application is to adjust the size and shared lot line of two existing lots by replatting those two lots into two new lots. The existing northern lot is 93,728 square feet and the exiting southern lot is 30,728 square feet. The proposed replatted lots would be 86,369 square feet and 38,087 square feet, respectively.</p> <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: LC, Limited Commercial with vacant land • East: LC, Limited Commercial with mixed-uses (multi-dwelling residential and retail sales & services) • South: LC, Limited Commercial with vacant land • West: Across Veterans Boulevard, City of West Fargo with multi-dwelling residential and retail sales & service land uses.

Area Plans:

The subject property is located within the bounds of the 2003 Southwest Future Land Use Plan. This plan identifies "Commercial" use as the preferred land uses for this area and is included by reference within the 2007 Growth Plan.

**Schools and Parks:**

Schools: The subject property is located within the West Fargo School District and is served by Independence Elementary, Liberty Middle and Sheyenne High schools.

Neighborhood: The subject property is located in the Urban Plains Neighborhood.

Parks: Urban Plains Park (5050 30th Avenue S) is located approximately 0.3 miles east of the subject property and offers playground amenities and picnic shelters.

Pedestrian / Bicycle: There are off-road bike facilities located along Veterans Boulevard and Seter Parkway South. Both facilities are components of the metro area bikeways system.

Staff Analysis:**Minor Subdivision**

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

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

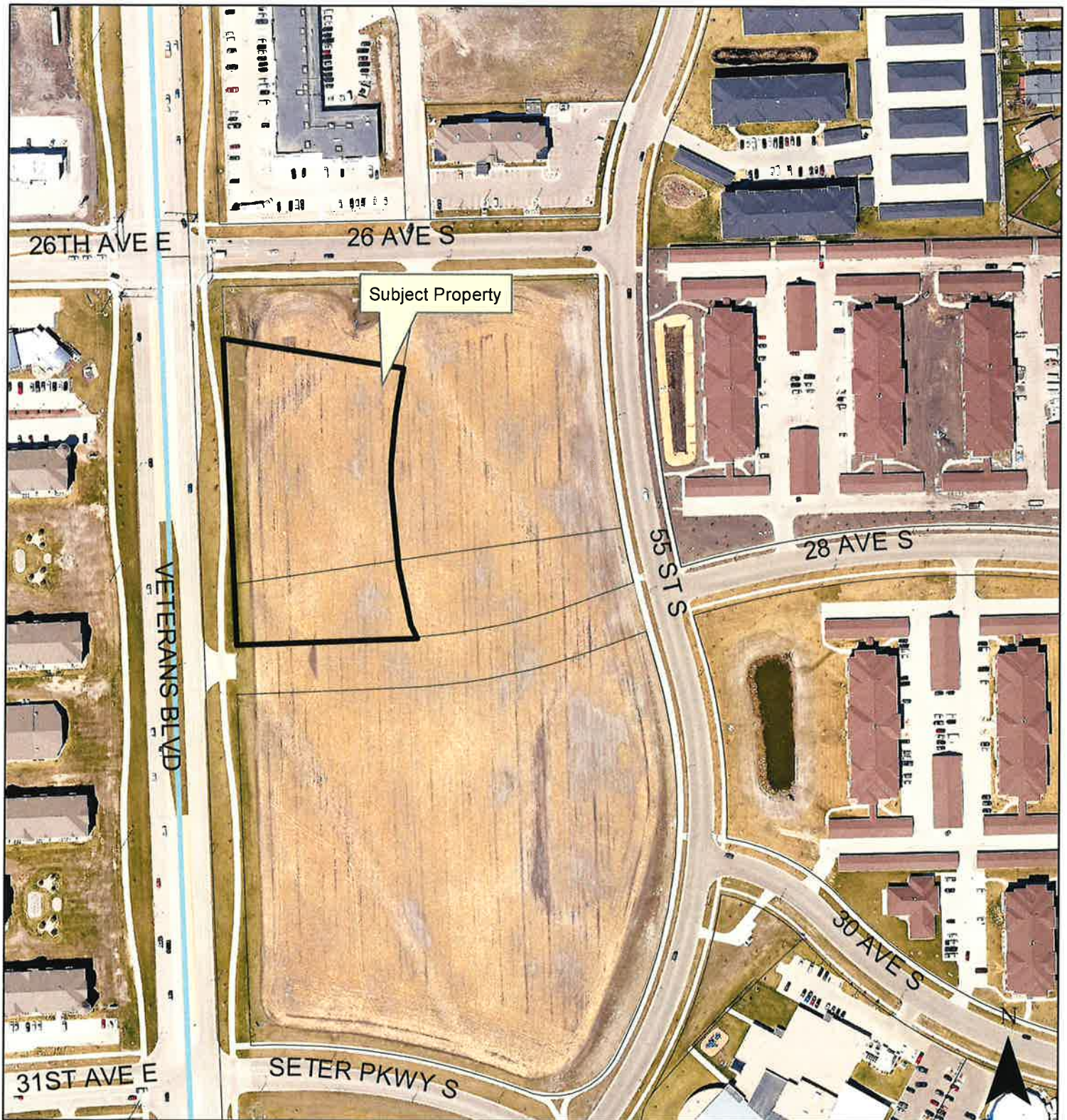
This subdivision is intended to adjust the layout of two legal lots by replatting two existing lots into two new lots. The proposed use is consistent with the existing zoning. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no comments regarding this application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code. **(Criteria Satisfied)**

<p>2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principals. (Criteria Satisfied)</p>
<p>Staff Recommendation:</p>
<p>Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed <i>Urban Plains by Brandt Fourth Addition</i> subdivision plat as presented; as the proposal complies with the 2007 Growth Plan, Standards of Article 20-06 of the LDC, and all other applicable requirements of the LDC."</p>
<p>Planning Commission Recommendation: September 4, 2018</p>
<p>On September 4, 2018, with an 8-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed <i>Urban Plains by Brandt Fourth Addition</i> subdivision plat as presented; as the proposal complies with the 2007 Growth Plan, Standards of Article 20-06 of the LDC, and all other applicable requirements of the LDC.</p>
<p>Attachments:</p>
<ol style="list-style-type: none"> 1. Zoning Map 2. Location Map 3. Subdivision Plat

Plat (Minor)

Urban Plains By Brandt 4th Addition

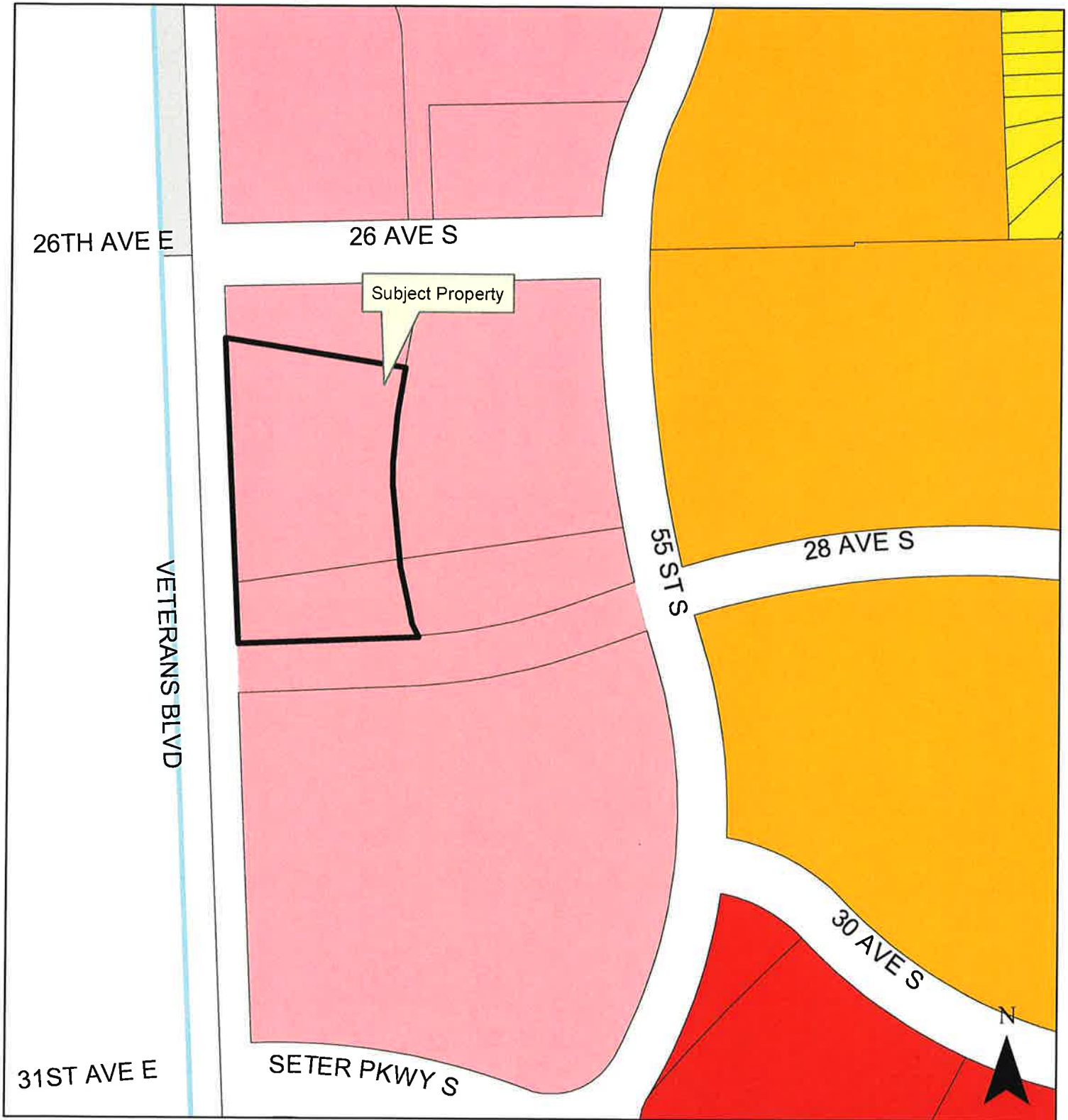
5616 26th Avenue South



Plat (Minor)

Urban Plains By Brandt 4th Addition

5616 26th Avenue South



Legend

AG	DMU	LC	MHP	SR-2
GC	MR-1	NC	SR-3	SR-4
GO	MR-2	PI	SR-5	SR-6
	MR-3	UML		
				City Limits

300

Feet

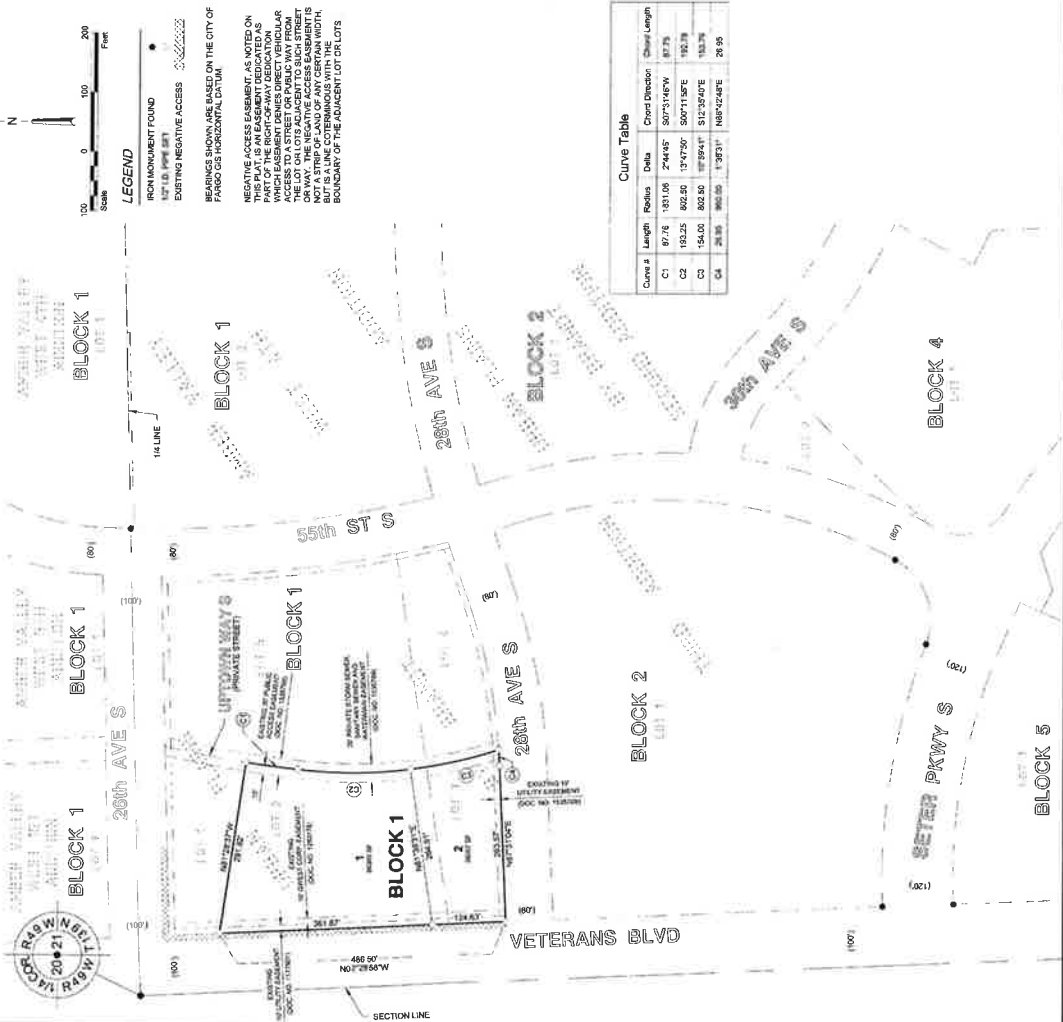
Fargo Planning Commission

August 7, 2018

URBAN PLAINS BY BRANDT FOURTH ADDITION

A MINOR SUBDIVISION

BEING A REPLAT OF LOTS 2 AND 3, BLOCK 1, URBAN PLAINS BY BRANDT THIRD ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



OWNERS CERTIFICATE:
KNOW ALL PERSONS BY THESE PRESENTS: That Urban Plains Land Company, LLC, a North Dakota limited liability company, and its owners and proprietors of Lots 2 and 3, Block 1, Urban Plains By Brandt Third Addition to the City of Fargo, Cass County, North Dakota, do hereby dedicate to the public, for public use, the utility easements shown on the plat.

Said tract contains 2.87 acres, more or less.

And that said party has caused the same to be surveyed and platted as URBAN PLAINS BY BRANDT FOURTH ADDITION to the City of Fargo, Cass County, North Dakota, and does hereby dedicate to the public, for public use, the utility easements shown on the plat.

OWNER:
Urban Plains Land Company, LLC
Act 1, (John A. Brandt)
John A. Brandt, President

OWNER:
Urban Plains Land Company, LLC
Act 2, (John A. Brandt)
John A. Brandt, President

NOTARY PUBLIC:
State of North Dakota
County of Cass
On this 5 day of September, 2019, before me personally appeared John A. Brandt, President of Urban Plains Land Company, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

NOTARY PUBLIC:
State of North Dakota
County of Cass
On this 5 day of September, 2019, before me personally appeared John A. Brandt, President of Urban Plains Land Company, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

NOTARY PUBLIC:
State of North Dakota
County of Cass
On this 5 day of September, 2019, before me personally appeared John A. Brandt, President of Urban Plains Land Company, LLC, a North Dakota limited liability company, known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same on behalf of said limited liability company.

FARGO CITY COMMISSION APPROVAL:
Approved by the Board of City Commissioners and entered that the day of September, 2019.

THIRD PARTY APPROVAL:
Approved by the City of Fargo Planning Commission this 14th day of September, 2019.

THIRD PARTY APPROVAL:
Approved by the City of Fargo Planning Commission this 14th day of September, 2019.

THIRD PARTY APPROVAL:
Approved by the City of Fargo Planning Commission this 14th day of September, 2019.

Project No. 7489-0039
Houston Engineering Inc.
Phone: 701.237.5065

PUBLIC WORKS OPERATIONS

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 16, 2019

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

Commissioners:

Three RFP's were received November 15, 2019, for upcoming contract winter pruning operations. Urban Forestry Programs Manager Allen Lee, Arborist Supervisor Tracy Zablotney, and I reviewed these. The pruning areas include:

- Area - Project 1: Broadway to Elm St between 12th and 19th Ave N
- Raise – Project 1: 25th St S to I29 between 32nd and 37th Ave S
- Raise – Project 2: I29 to 45th St S between 32nd and 40th Ave S

<u>Contractor</u>	<u>Area 1(1262 trees)</u>	<u>Raise 1(865)</u>	<u>Raise 2(1289)</u>
Cougar Tree Care, Inc.	\$152,702	\$15,570	\$15,468
Carr's Tree service	no bid	\$17,300	\$25,780
All-Terrain Grounds Maintenance	no bid	\$15,930	\$20,946

Funding has been included in the annual forestry contract services budget. Forestry staff will handle Raise 2 project.

Recommended motion:

Move to award upcoming contract winter pruning operations request for proposals (RFP19173) AREA Project 1 to Cougar Tree Care, Inc. (\$152,702.00), and RAISE Project 1 to Cougar Tree Care, Inc. (\$15,570.00).

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl
City Forester

Cc: Ben Dow
Bruce Grubb
Kent Costin

commissionwinterprune2020.doc

December 11, 2019

Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: Request to Redefine the Boundaries of the Central Business District and the Downtown Business District within Fargo Municipal Code Chapters 8, 10, 11 and 18

Dear Commissioners:

With the recent contracting of overnight parking enforcement in the Central Business District, staff has reviewed the Fargo Municipal Code to verify whether the enforcement boundaries are accurately defined. Through this review, it was discovered that the current municipal code contains multiple variations defining the boundaries that make up the Central Business District and the Downtown Business District.

In order to remedy and collectively unify the various boundary discrepancies, we are requesting the City Commission direct the City Attorney to work with staff to update the boundary definitions for the Central Business District and the Downtown Business District in Chapters 8, 10, 11 and 18 of the Fargo Municipal Code.

Suggested Motion: Move to direct the City Attorney to work with staff to update the boundary definitions for the Central Business District and the Downtown Business District in Chapters 8, 10, 11 and 18 of the Fargo Municipal Code.

Please feel free to contact me if you have any question or concerns.

Sincerely,



Ben Dow
Director of Public Works

December 11, 2019

Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: Ordinance Relating to Street Parking During Snow Emergency

Dear Commissioners:

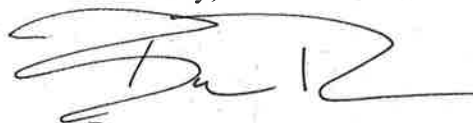
During our most recent winters, it has become more and more apparent that we as a city have a significant issue with vehicles parking on city streets/avenues during major snow events. This issue is not only making cleanup more difficult, it is also drastically increasing the time it takes to plow our city. Over the years, on street parking of vehicles has changed from a minor issue to a major one. More and more vehicles parking on the streets/avenues do not move until a tow ticket appears; only when faced with being towed does the owner move the vehicle. Over the last four years, we have heard increased frustration from residents over this issue and I believe it is time to make a change.

At this time, I ask that the City Commission direct the City Attorney to prepare the necessary ordinance or an amendment to an existing ordinance that will remove parking from the streets/avenues when four inches or more of snow has fallen and the Mayor has declared a Snow Emergency.

Suggested Motion: Move to direct the City Attorney to prepare the necessary ordinance or an amendment to an existing ordinance that will remove parking from the streets/avenues when four inches or more of snow has fallen and the Mayor has declared a Snow Emergency.

Please feel free to contact me if you have any question or concerns.

Sincerely,



Ben Dow
Director of Public Works

22

December 16th, 2019

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

RE: Sole Source Purchase for Vendor Specific Parts and Service

Commissioners,

When purchasing repair parts and servicing many varied types of vehicles and equipment that the Metro Transit Garage uses, we find that some of the Companies have protected dealerships and we are only able to purchase replacement parts and receive service from their regional Vendors or in some cases directly from the manufacturer.

We have reviewed the parts purchases and services we have received in 2019 from these Companies or their Regional Vendor and have identified two (2) that exceed \$50,000.00 in a calendar year.

Based on past purchasing history the following amounts are expected in 2020.

Summary of Sole Source Procurement Forms attached;

New Flyer Industries	\$200,000.00
Cummins NP	\$150,000.00

These sole source purchase have been reviewed and recommended by the finance committee.

RECOMMENDED MOTION: I/we move to approve the Sole Source in 2020 for Vendor Specific parts and service from New Flyer Industries and Cummins NP for the amounts listed.

Respectfully Submitted,



Jordan Smith
Transit Fleet and Facilities Manager



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

Cummins NP

Estimated Dollar Amount of Purchase:

\$150,000

The project/service is required to:

Service and parts purchase for Cummins engines in Transit Buses.

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

Cummins is the original manufacturer of the engine and have the experience and tooling to service the Cummins engine. Cummins also works directly with the bus manufacturer for the application. Some parts relating to the Cummins engine is only available from Cummins.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

NA

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

NA

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

NA

Signature: Jordan Digitally signed by Jordan
Date: 2019.11.19 10:50:24
-06'00'
(Requestor)

Printed Name: Jordan Smith

Department: Transit

Title: Fleet and Facilities Manager

Date: 11/19/2019

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

JMS (Requestor initials)



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

The following information is offered for the sole source acquisition of goods or services described below. The purchase has been thoroughly researched and it has been determined that the vendor/brand is the only acceptable vendor/brand for the product or services that will fit the particular need.

Vendor Name:

New Flyer --- The Aftermarket Parts Company, LLC (NFI Parts)

Estimated Dollar Amount of Purchase:

\$200,000

The project/service is required to:

Purchase of parts for the repair and service of New Flyer buses.

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

NFI Parts is the parts supplier for New Flyer Industries. Fargo operates a transit fleet of 100% New Flyer buses. Some parts are manufacturer specific and only available from New Flyer.

Provide a brief description of how your investigation was conducted. (Internet, publications, consultations) List all sources identified and investigated to determine that no other source exists for similar products capable of meeting requirements (Must be exhaustive of all sources for the commodity being purchased. **)

No other sources exist for New Flyer Specific parts.

****If all sources are not investigated a competitive solicitation must be issued.**

Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

NA

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

NA

Signature: **Jordan** Digitally signed by Jordan
Date: 2019.11.19 10:55:14
+06'00'

(Requestor)

Printed Name: **Jordan Smith**

Department: **Transit**

Title: **Fleet and Facilities Manager**

Date: **11/19/2019**

I, hereby, certify that this justification for other than full and open competition is accurate and complete to the best of my knowledge and belief.

JMS

(Requestor initials)



23

MATBUS

650 23rd Street North
Fargo, ND 58102-4100
Phone: 701.241.8140
Fax: 701.241.8558
Online: matbus.com

go green ride with us!

December 18, 2019

City Commission
225 N 4th Street N
Fargo, ND 58102

Dear Commissioners:

On November 4, 2019, the Fargo City Commission approved staff to finalize a contract with GFI Genfare SPX(Genfare) for the farebox upgrade. Grant and local funds have been approved for this purchase. Attached is the finalized contract with Genfare, which has been reviewed by Nancy Morris.

Recommended motion is to approve the attached contract with Genfare.

Sincerely,

Matthew Peterson

Matthew G. Peterson
Assistant Transit Director
City of Fargo

/enc

For Schedule Information: 701.232.7500



Printed on Recycled paper.

**AGREEMENT
BETWEEN**

THE CITY OF FARGO

and

Genfare, a division of SPX Corporation

This agreement is made and entered into this ____th day of December 2019 by and between the
CITY OF FARGO, NORTH DAKOTA, hereinafter referred to as "City" and Genfare, a division of SPX
Corporation,
hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the CITY has determined that they require a Validating Bus Farebox, Revenue and Data Collection System; and

WHEREAS, CONTRACTOR has represented that is has the necessary expertise and personnel and is qualified to provide such products;

NOW, THEREFORE, it is mutually understood and agreed 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 the 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. 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 City's right to such performance by the Contractor.

1.2

Any software, software maintenance, subscription services (i.e. SaaS or hosting) and/or related services or fees that may be included in or required for the goods or services provided under this Agreement, shall be provided to City pursuant to Genfare's standard software license, software support agreement, subscription agreement and/or other applicable agreements. Such agreements shall be finalized prior to making user acceptance testing available to the City. The City has purchased Genfare's Genfare Link and Mobile Link services, such fees will be as stated in the applicable software agreement. Failure to enter into one of these required agreements will not place Genfare in default with regard to the obligations under this Agreement.

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 the herein Agreement, subsequent to the authorization by the City Commission of the City of Fargo.

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

ARTICLE 3 - INSURANCE

- 3.1 The Contractor shall furnish within thirty (30) days after contract award a certificate of insurance providing coverage for all services provided for the duration of the contract and shall include the following:
- 3.2 Comprehensive General Liability\$1 Million per occurrence coverage.
- 3.2 Additional Insured
- The Contractor shall be required to maintain this insurance in force until the project is completed and accepted. In addition, the Contractor shall include the City of Fargo as an additional insured to said policies with regard to the services and products being provided. Contractor will give the City thirty (30) days written notice prior to cancellation of the policy.

ARTICLE 4 - SCOPE OF WORK

- 4.1 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 5- INDEMNIFICATION

- 5.1 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 brought by a third party for personal injury, property damage, or death to the extent arising directly from Contractor's negligent acts, errors or omissions or willful misconduct. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims demands damages costs, expenses or judgments resulting from the negligence or willful misconduct of City.
- 5.2 To the extent provided 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 brought by a third party for personal injury, property damage, or death to the extent arising directly from City's negligent acts, errors or omissions or willful misconduct. Nothing contained in the foregoing indemnity provision shall be construed to require indemnification for claims, demands, damages, costs, expenses or judgments resulting from the negligence or willful misconduct of Contractor.

ARTICLE 6 — DELIVERY, ACCEPTANCE, AND PAYMENT

DELIVERY:

- 6.1 The goods and services shall be deemed accepted, and any attempt by City to reject an order or shipment of goods shall be waived and not enforceable, unless City has promptly inspected the goods and services, and written notice from City of any defect has been received by Contractor within thirty (30) days following any delivery of goods or performance of services. Goods may not be returned without obtaining written authorization and shipping instructions from an authorized representative of Contractor.

6.1.1 The Contractor shall provide the Customer with a schedule for the manufacture and delivery.

6.1.2 Delivery charges are included in the price of the farebox.

6.1.3 All products will be shipped FOB destination. Risk of loss and title to all equipment shall pass to City, free of encumbrances, at the time of delivery to City.

6.1.4 Delivery shall be determined by signed receipt of the Metro Transit Garage personnel listed below or his assigned agent, as the point of delivery which shall be:

Metro Transit Garage
650 23rd St N
Fargo, ND 58102
Attention: Jordan Smith

6.1.5 Each specified unit shall be delivered to the City in first class condition, and Contractor shall assume all responsibility and liability incident to said delivery, including any damages sustained during the carrier operation.

ACCEPTANCE TESTING:

6.2 General

Acceptance testing shall serve to confirm that the entire system has been designed, built and installed with sufficient quality to meet the requirements of this specification.

6.2.1 Test Plan

All tests shall be done in accordance with a written test plan reflective of the specifications provided herein. The results of any and all testing, whether conducted by the Contractor or City, shall be made available to both parties.

6.2.2 First Article Testing

Prior to shipment of the equipment, the Contractor shall conduct such tests as may be agreed upon to determine that the equipment has been designed and manufactured as proposed, complies with these specifications, and is free from operational defects and suitable for revenue service. In lieu of part or all of such testing, Contractor may submit test results for comparable procurements at one or more other agencies, subject to City approval.

6.2.3 Acceptance Testing

The Contractor shall install all equipment procured under this contract including fareboxes and other on-board equipment, and the data system, and provide technical consultation to City staff (hereinafter "Equipment").

Acceptance testing shall consist of a reliability test and an accuracy test, as described below. Testing will take place over a period of four (4) weeks. If the Equipment performs as specified it will be accepted by agency and final payment made. If it fails to perform acceptably the contractor will be informed and given up to fourteen (14) days to make corrections or adjustments to the Equipment. If, within said fourteen (14) day period, performance is not

acceptable, then Contractor shall have additional 14-day periods to bring performance to acceptable levels, as described herein; provide, however, that after the expiration of three such 14-day periods if performance is not acceptable as defined herein, the City, in its sole discretion, may declare that the Equipment has not been satisfactorily installed and the City, in its sole discretion, may then request a full refund of all

of the sums, including any full or partial payments of the purchase price, paid to date and this contract shall be declared terminated.

During the Acceptance Testing, fareboxes will be operated on buses operated in normal daily revenue service over normal routes operated by the agency.

6.2.3.1 Reliability Test

Following an initial break-in period in which the farebox system, including the Equipment, will be tested for reliability and accuracy. During a four week test period, all failures will be recorded. Those failures deemed to be a result of a product defect or design flaw (not the result of human error, passenger abuse, vandalism, bent or defective media, etc.) will be carefully analyzed. If a fleet defect is declared, the acceptance test will be suspended until the defect is corrected in the entire fleet. A four-week rolling average of Mean Time Between Failures (MTBF) will be calculated by dividing the number of failures into total farebox operating days. If MTBF meet the requirements stated in this contract, the reliability test will be concluded. If MTBF is less than the stated requirement, the test will continue until a four-week rolling average that meets or exceeds the requirement is reached.

"Farebox operating days" means total days that the farebox was installed in the bus and available for revenue service, including weekends and holidays, regardless of how many days the bus was actually used.

The City at its option may unilaterally determine that all fareboxes and equipment have passed the reliability test.

6.2.3.2 Accuracy Test

Concurrently with the reliability test, the accuracy of the farebox shall be confirmed by auditing three (3) randomly selected fareboxes per day. The selected fareboxes will contain cashboxes with a minimum of \$100.00 each in collected revenue. The cashboxes will be emptied separately and the revenue counted. Meanwhile, accumulated transaction data will be extracted from the farebox using the wireless connection. Accuracy will be judged by comparing revenue as determined by physical count to the revenue indicated on the farebox data registers. Fareboxes placed in bypass will not be counted and adjustments will be made for bogus coins.

A four-week rolling average for accuracy will be computed. If the accuracy is 99% or better, the system will have passed the accuracy test and the test will conclude. As with the reliability test, if the accuracy does not meet the 99% requirement, the test will be continued until the required performance is met.

The Contractor and the City will meet to ascertain the cause of any failures of the reliability or accuracy tests. The City is expected to continually monitor all physically counted revenues versus data system reported revenues. Any significant anomalies are to be reported to the Contractor immediately.

6.2.4 Final Acceptance

When both the reliability and accuracy tests are passed and all fareboxes and ancillary equipment is delivered (and installed as required), the system will be accepted by the agency and final payment made.

PAYMENT:

6.3 Payment Schedule

City shall make payments to the Contractor in accordance with Attachment B. Payments shall be made within thirty (30) days

ARTICLE 7 — WARRANTY

The equipment shall be subject to the following warranty:

For a period of one year from the date of delivery of goods or performance of services by Contractor pursuant to this Contract, Contractor warrants, to City, the goods manufactured by Contractor to be free from defects in material and workmanship and the services performed by Contractor to be in accordance with the specifications of this Contract. If within such period it shall be proven to Contractor's reasonable satisfaction that any goods are defective or any services are nonconforming, such goods shall, at Contractor's option, be repaired or replaced (F.O.B. Contractor's factory, with all removal and installation to be at City's expense) and such services corrected or a substitute obtained. This warranty shall not apply to (i) any loss or damage resulting from normal wear and tear or alteration, misuse, abuse or (ii) improper installation, operation or maintenance by City or a third party.

THE FOREGOING WARRANTIES ARE IN LIEU OF, AND CONTRACTOR EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE FOREGOING WARRANTIES STATE CONTRACTOR'S ENTIRE AND EXCLUSIVE LIABILITY AND CITY'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE SALE OR FURNISHING OF MATERIALS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION, OPERATION OR OTHERWISE.

ARTICLE 8 — BREACH OF CONTRACT, TERMINATION, DISPUTE RESOLUTION.

8.1 Termination of Contract

8.1.1 Termination for Convenience

The City of Fargo reserves the right to terminate, in whole or in part, at any time, by written notice to the Contractor. Subject to the provisions in Section 6.2.3 entitled "Acceptance Testing", The Contractor shall be paid its costs, including contract close-out costs, and profit in work performed up to the time of termination. The Contractor shall promptly submit its claim for termination payment to be paid the City. If the Contractor has any property in its possession

belonging to the City of Fargo the Contractor will account for the same, and dispose of it in the manner the City directs.

8.1.2 Termination for Default (Equipment, material and supply contracts)

If the contractor does not deliver supplies in accordance with the contract delivery schedule, or if the contract is for services and the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Fargo may terminate this contract for default. Termination shall be effective by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default and give Contractor thirty (30) days to cure the default. The Contractor will be paid the contract price only for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Fargo that the Contractor had an excusable reason for not performing, such as a strike, fire or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Fargo after setting new delivery or performance schedule, may allow the Contractor to continue work or treat the termination as a termination of convenience.

8.2 Subletting of Contract

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

8.3 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 derived from this Statement of Work (SoW) without the prior written approval of the City of Fargo.

ARTICLE 9 — BINDING EFFECT

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

ARTICLE 10 — NOTICE

All notices hereunder and communications with respect to this Agreement shall be effected

ARTICLE 11 – MISCELLANEOUS

Contractor's maximum aggregate liability under the Contract shall not exceed the greater of (i) one million dollars or (ii) for any liabilities covered by Contractor's Commercial General Liability Policy, the limits of insurance specified in Attachment C. Any action for breach of contract or otherwise must commence within the applicable statute of limitations under North Dakota law.

This Agreement shall be governed by the laws of the state of North Dakota and venue lies in the County of Cass.

City and Contractor acknowledge and agree that the work performed under this Agreement does not constitute experimental, developmental or research work. Notwithstanding any other provision in this Agreement, Contractor retains title to all intellectual property, patents, trademarks, know-how, copyrights, software, engineering and designs, models, production prints, drawings, work products, technical data, and other information and documents that relate to the goods and services sold to City. Unless specified by Contractor in writing to the contrary, all such intellectual property, information and documents disclosed or delivered by Contractor to City are to be deemed proprietary to Contractor and shall be used by City solely for inspecting, installing, operating and maintaining the goods and services sold to City and not used by City for any other purpose.

CITY OF FARGO, a North Dakota Municipal Corporation

Date: _____

By: _____

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

Genfare, a division of SPX Corporation

Date: 12/6/2019

By: _____

Eric Kaled, President

Attachment A
SOW

Attached following this page.

ATTACHMENT A

STATEMENT OF WORK

For

Fargo-Moorhead Metro Area Transit (MAT)

Purchase of Fare Collection Equipment and Related Software Products and Services

The City of Fargo, North Dakota, and the City of Moorhead, MN, jointly operate the MAT public transit system for the Fargo-Moorhead Metro Area. The fare collection system hardware costs under this contract will be invoiced separately to each City per Attachment B. The software, license and support fees and the mobile ticketing credit card processing fees will be invoiced to the City of Fargo, who will then distribute those costs to the City of Moorhead proportionately based on an agreed upon formula.

1.1 OVERVIEW

Genfare will provide the specified number of fareboxes and validators, along with a revenue consolidation vault. Genfare will provide onsite installation services for this equipment and train MAT personnel in its operation and maintenance.

Initially, the system will be configured to support MAT's existing fare operations and policy. Additional features and functionality will be deployed in mutually agreed phases.

To enhance the operation of the listed equipment and to grow the functionality of MAT's fare operations, Genfare will implement its hosted software system known as Genfare Link. The Genfare Link software system will allow MAT patrons to establish and maintain transit fare accounts, to purchase fare products through a MAT-branded rider portal, and to purchase fare products through a similarly branded smartphone app available in iOS and Android versions.

Upon final configuration, the transit administrators will have access to administrative functions and the data regarding system activity through a browser-based access portal. Genfare will provide a variety of preconfigured system reports and additional tools to allow these reports to be filtered and graphically formatted.

1.2 PROJECT DESCRIPTION

The Contractor will provide MAT with a comprehensive transit electronic fare collection system, including hardware components, spare parts, and services including installation, training, hosting and support.

The farebox system includes the necessary hardware and software with the exception of existing agency computers, printers, and the wireless access points. The farebox system must include any communications equipment necessary to connect to an existing standard Wi-Fi wireless network. The

City of Fargo will be responsible for any expansion to coverage areas or other modification to this network.

All equipment shall be provided with the appropriate license(s) and copies of software and firmware required to operate the system, as are described in the associated agreements.

The Contractor shall install the fare collection equipment and perform all tasks necessary to configure it into a complete system, with each item thoroughly tested and ready for operation. The Contractor will subject the equipment to the tests indicated herein to determine that it is free of manufacturing and material defects and is suitable for installation and use in revenue service. MAT shall be entitled to all information, test results and other data generated from testing.

The following equipment and services are to be provided by the Contractor for the base system – pricing is outlined in Attachment B.

- Forty-Three (43) Fast Fare electronic validating bus fareboxes, each furnished with one cashbox, includes two set up for training;
- Sixteen (16) Fast Fare-e electronic validators;
- One (1) GFI Mobile Vault for Metro Transit Garage with updated Cashbox ID technology;
- Two (2) Data Probes with cable
- One (1) Fast Fare Test Bench (simulator) to assist in testing and maintenance of fareboxes
- All fareboxes are to be equipped with all standard items and features and any optional equipment that may be agreed upon;
- Installation of fareboxes and validators on MAT buses;
- Installation of revenue collection equipment (vault);
- One data collection and reporting system based in the Fargo facility.
- Installation and test of the data system;
- Administrator, driver, maintenance and operation training programs as outlined in the proposal;
- Documentation for operation and maintenance of the equipment;
- Spare parts as agreed upon not to exceed the amount shown in Appendix B;
- Configuration and branding of the hosted software system Genfare Link for MAT use
- Configuration and branding of a hosted smartphone ticketing app Mobile Link for MAT use, including making the app available to riders on the Apple App Store and Google Play
- Hosting and support services for three years as defined in Schedule B
- Two (2) Administrative Point of Sale (APOS) unit to allow authority personnel to service rider accounts in Genfare Link
- Two (2) Retail Point of Sale (RPOS) units to support outside entities in serving riders with pass sales and recharges
- Three Thousand (3000) Smart Cards, with DESFire security and formatted for agency use
- One (1) UAT Test lab environment to use in training and testing for Genfare Link functionality.
- Credit card processing services for rider purchases at rates as provided on Attachment B.
- Modify/update existing vault for use with both existing and new farebox system
- Continue connection to RouteMatch AVL system for stop codes and driver one-point log-in

1.2.1 Work to Be Performed by Contractor:

The Contractor shall perform the following work:

- a. The Contractor shall be responsible for all work and expenses relating to the design, manufacture, and delivery of the equipment to the location specified by MAT.
- b. For those items of equipment to be installed by the Contractor, the Contractor shall provide all hardware and other materials and all personnel and supervision necessary for installation in accordance with the schedule proposed by the Contractor and approved by MAT.
- c. The equipment, subsequent to testing, shall be complete in every respect and suitable for revenue service.
- d. All equipment shall be of the latest engineering change level available and shall incorporate suitable modifications for all known operational problems.
- e. The Contractor shall deliver the equipment to the location specified by the MAT, which shall provide suitable storage facilities prior to installation of the equipment. MAT shall assume sole responsibility for the equipment while in storage.
- f. The Contractor shall make available full and competent engineering services to identify and correct all problems associated with the performance of its equipment in a timely manner.
- g. Contractor shall be responsible for repairs only under the terms and conditions of the warranty provisions indicated herein. Subsequent to the warranty period any parts, assemblies, and equipment shipped to the Contractor for repairs shall be subject to repair charges in accordance with an agreed upon schedule of prices or quotation for parts and labor.
- h. The Contractor shall provide the services of a qualified representative to meet with MAT to provide consultation and instructions regarding installation of the equipment specified herein. For installation of equipment, the Contractor shall use the existing DC electrical power available on MAT's buses.
- i. The Contractor shall inspect the AC power available for the data system at the bus garage and if inadequate shall inform the MAT of the necessary modifications. It shall be the responsibility of the MAT to make such modifications relative to type, capacity and quality of power lines.
- j. All work shall be performed and completed in conformance with these specifications and in accordance with the schedule described herein or accepted in writing by MAT.
- k. The contractor shall work with the City of Fargo IS Department for the Fargo-Moorhead installation to configure equipment to securely connect to and communicate over an existing wireless network.

1.2.2 Work to Be Performed By The MAT

MAT shall perform the following work:

- a. MAT shall make buses available to the Contractor for installation work. The Contractor shall adhere to the installation schedule approved by the MAT. MAT shall provide a mechanic and supervisor at the garage location where installation tasks are to be performed, and shall provide movement of

buses as necessary. MAT shall approve all installation plans and procedures by Contractor, and shall assist the Contractor in coordinating the actual farebox and other equipment installation.

b. MAT shall be responsible for the removal of the existing fareboxes from the installation area and their security and disposition. MAT shall also be responsible for any necessary repositioning of handrails and/or stanchions on the buses prior to installation of fareboxes by the Contractor.

c. MAT shall provide adequate storage space at the garage location to store the fareboxes and related equipment upon delivery from the Contractor. This storage shall be secure and protected from the weather. MAT shall provide personnel and material handling equipment to bring the fareboxes (and other equipment) from such storage places to the designated installation sites.

d. MAT shall be responsible for and provide any and all material handling equipment and personnel required to lift or otherwise manipulate the vaults, collection bins, or their contents during day-to-day revenue transfer operations.

e. MAT shall provide a specific unobstructed site at the bus garage for the installation of the vault. This site shall be level and of suitable construction for such installation.

f. With respect to the data system installation, MAT shall be responsible for all work involved in the running of any overhead or underground cables or conduits from probe points to the computer. MAT shall provide phone lines for modems and/or Ethernet connection where needed. The Contractor shall furnish electrical requirements and all cable to the extent indicated.

g. MAT shall provide adequate and secure office space in the building where data system equipment shall be installed to house the local computer and UAT testing system. This space shall be heated and air-conditioned so that the temperature range is between 65 and 90 degrees F and the relative humidity is between 40 and 80 percent non-condensing. The location shall be provided with 120 volt AC, single phase, 15 ampere electrical service.

h. MAT shall perform system acceptance testing on all hardware delivered in accordance with these specifications and contract. Such testing shall be performed and completed within 30 days of final installation of equipment.

1.3 MOBILE TICKETING SOLUTION

1.3.1 Overview

The Mobile Link system will increase the existing functionality of the fare collection system to: allow trip planning, sales of identified pass types, and utilize as much of the existing infrastructure as possible to save on overall project costs. Genfare provides to MAT a solution that consists of a farebox software update that will enable the Fast Fare's QR barcode reader to validate QR codes presented on mobile devices. In addition to allowing the purchase and display of transit tickets, the project includes rider alerts pushed into the Genfare Mobile Link application through an agency-provided GTFS-RT or GTFS feed. This feed will also enable the app's trip planning functionality. The app will also provide conveniences to the rider such as settings where riders can enter locations they frequent; and utilities to change their email address or change passwords.

1.3.2 Base Mobile Link Back-End Services to be Provided:

Genfare shall provide to MAT the following backend services:

- Fast Fare software configuration to accept mobile tickets through reading of Mobile Link barcodes displayed on the rider's phone;
- Admin Module including user management, role management, organization management, email and SMS configuration;
- Report Module including Reporting Component for sales transactions, ridership, revenue, and so on. It will also have organization ridership to assist in tracking university pass usage.
- Fare Module including product management, Channel Management, and Fare Structure Management, and Agency Configuration.
- Customer Care Module, including Customer Management.
- Integration with a PCI certified bank card processor so that mobile tickets can be sold within the Genfare Link Mobile application.

1.3.3 System Description

Genfare shall will give MAT access to a back end Genfare Mobile Link instance built on Amazon Web Services (AWS). MAT is responsible for sharing its requested design format for the skinning (branding) of the mobile application and back-end Genfare Mobile Link design. Genfare will work with MAT to make sure that all designs are properly formatted. MAT will allow Genfare access to its GTFS or GTFS-RT feed and alerts to allow that info to be pulled into the Genfare Mobile Link application.

In the Admin Module for user management, MAT will be able to create new users and assign those users roles regarding their access to functionality. The Email and SMS Configuration section will also be available for MAT staff to send email and/or SMS receipts confirming purchases and account creation.

The Fare Module of Genfare Mobile Link will include following features: Product Management which allows MAT to create and update products available within the Genfare Mobile Link application, adjust pricing and farebox acceptance; and Fare Structure Management which allows MAT to sell certain passes for a predefined time frame and add new fare sets.

The Customer Care Module will be enabled with the Customer Management feature. The Customer Care Module will allow MAT staff to add products to a user's device, - update the user's pass privileges, and disconnect a user's device from their account in situations such as a lost phone.

1.3.4 Delivery Schedule

Genfare shall perform the above-noted work for MAT and make an instance available for UAT in a schedule to be mutually agreed by the parties. The implementation of the Mobile Link function may be distinct from other schedules in this agreement and shall not affect the delivery and acceptance of those components of the project.

Genfare shall perform a phased rollout of the final solution with all available fare products, services, and functionality stated herein no later than one year from the date of this agreement, provided Genfare receives all necessary pieces from MAT. If the project is delayed due to delivery of work needed from MAT, the final Genfare Mobile Link project's delivery could be delayed by the same number of days.

1.3.5 Work to be performed by MAT

- a. Provide Genfare with the necessary skinning details for the Genfare Mobile Link application.
- b. Make either a GTFS or GTFS-RT feed available for Genfare to pull bus location data and alerts into the Genfare Mobile Link application.
- c. Work with Genfare to review the UAT environment prior within an agreed upon schedule prior to going into revenue service.

1.3.6 Work to be Performed by Genfare

Genfare shall:

- a. Be responsible for all work and expenses relating to the design, manufacture and delivery of the Genfare Mobile Link features for a UAT environment for MAT to test.
- b. Ensure that the Genfare Mobile Link application, after testing, is complete and ready for revenue service.
- c. Ensure all Genfare Mobile Link versions delivered are the latest engineering and software change level available and shall incorporate modifications and improvements herein.
- d. Make available full and competent engineering services to identify and correct any Genfare caused problems associated with the performance of its software before going into service.
- e. Ensure work is performed and completed in conformance with this scope of work and in accordance with the schedule described herein or accepted in writing by MAT.
- f. Furnish an end to end solution that allows payment processing through bank cards to be accepted in the Genfare Mobile Link application.

1.4 GENFARE LINK

1.4.1 Overview

In the second phase of the project, or at such other time as MAT agrees, the Contractor will implement Genfare Link, our cloud-hosted central data system. Link provides the ideal platform for account-based processing and for efficient administration of electronic fare media. The core of Genfare Link is a fare media database providing end-to-end tracking of activity by all fare media. Genfare Link is powered by a set of applications within which the system's business rules reside. Genfare Link shall become the system of record for all activity involving any card or account authorized for use in the fare system, whether open or closed loop. Configuration and back end data processing services will be provided by the Genfare Link central data system, which is hosted in the cloud computing environment maintained by Amazon Web Services (AWS).

1.4.2 Genfare Link Modules

Genfare Link modules are described below.

1.4.2.1 Admin Link Module

The Administrative Module facilitates management of authority users and their roles. Functionality includes:

- **User Management.** Create, update, enable, or disable users of the Genfare Link portal.
- **Organization Management.** Create, update, enable, or disable a third-party organization account (for example, a university managing student ID cards used for transit).
- **Clerk Management.** Add, update, enable, or disable a retail point-of-sale (RPOS) terminal.
- **Email and SMS Configuration.** Update/customize the content of email and SMS messages sent to riders by the system based on events (for example, the email or text a rider receives when a password is reset).

1.4.2.2 Report Link Module

The reporting module allows authorized Genfare Link users to generate reports necessary to operate and maintain the system and analyze revenue, and ridership data. Functionality includes:

- **Standard Reports.** Provides all predefined reports on the Genfare cloud platform.
- **Report Scheduler.** The report scheduler allows authorized users to schedule standard and ad-hoc reports for generation at specified future dates, on a one-time or recurring basis.
- **My Reports.** The reports component enables users and organizations to view their account details, including associated cards, ridership statistics, and other relevant historical information.

Report Link features:

- Reports on sales, revenue, inventory, devices, and media
- Graphical representation in summary reports – users can change graphs on the fly
- Ad hoc reports allow advanced users to create their own custom reports – report configurations can be saved for future use
- Reports can be exported in Excel and PDF formats

1.4.2.3 Fare Link Module

The fare structure management component allows authorized users to configure fare tables, fare policies, and pricing structures. Functions include:

- **Product Management.** Create, update, enable, or disable a fare product.
- **Channel Management.** Manage the availability of fare products in distribution channels (for example, those sold via the e-Fare online portal or the RPOS).
- **Merchandise Management.** Manage availability of merchandise on the APOS.
- **Fare Structure Management.** Manage the authority's fare structure.
- **OCU Wizard.** Facilitates key definition on the OCU.
- **Authority Configuration.** Set up promotions offered by the authority. These may include: pay-as-you-go with daily cap, earned bonus ride, birthday bonus ride, and special occasion bonus.

1.4.2.4 Customer Care Link Module

The customer care module enables authorized personnel to perform a variety of tasks on behalf of patrons. Tasks can be performed by authority personnel or by authority-approved administrators for business partners. Functionality includes:

- **Customer Management.** Create, update, enable, or disable rider accounts. Includes the ability to add cards to a rider account – this can be done at the authority or organizational level. See below.
- **Fare Care Management.** Manage rider cards (add products, badlist card, disable products, etc.).
- **Order Management.** Fulfill orders placed by individual riders through the e-Fare portal or by an organization, and determine order status.

The customer care module enables authority-authorized administrators for partner organizations to manage their own programs. Organizational administrators can perform the same services for their members as authority staff can perform for the general ridership.

1.4.2.5 Inventory Link Module

The inventory link module enables agency staff to enter newly delivered fare media stock into inventory, move it between locations, and perform other inventory management tasks:

- **Inventory Overview.** Import (via cross-reference file), view, and move inventory between locations
- **Location Management.** Create and manage inventory locations
- **Inventory Adjustment.** Adjust (remove) missing or damaged media.

1.4.2.6 Asset Link Module

The asset management module facilitates provision or deactivation of field devices. Functions include:

- **Device Type Configuration.** Set up the default configuration for devices of the same type (e.g., sync time for the APOS or RPOS).
- **Device Details.** Provision or deactivate field devices
- **Device Software Management.** Set up remote software upgrades

1.4.2.7 Card Check

The card check module enables reading or manipulation of data on smart cards.

1.4.2.8 Invoice Module

This module provides sales files for invoicing purposes. Functionality includes:

- **Sales Search.** Search, publish, download, and/or show sales files/reports. Published files/reports can be downloaded and used by a third-party accounting system
- **Sales Export.** View or delete published sales files/reports
- **Publish report extracts.** Publish a report extract for invoicing purposes.

1.4.2.9 Real Time Monitoring Module

The real time monitoring module reports the current status of field devices such as point of sale equipment, vending machines, and, in account-based systems in frequent contact with the CDS, the farebox. Functionality includes:

- Event Management. View, filter, and analyze events logged by field devices.
- Event Type Management. Enable, disable, and set severity of events logged by field devices.
- Device Status. View status of field devices.

Real time monitoring provides the agency with an exceptional degree of control over the fare collection system. Designated staff can be immediately notified when critical issues arise, enabling them to respond promptly and minimize service disruptions.

1.4.3 Work to be performed by MAT

- a. Provide Genfare with the necessary skinning details for the Genfare Link application for internal users and for the rider and organizational portals.
- b. Work with Genfare to review the UAT environment within an agreed upon schedule prior to going into revenue service.

1.4.4 Work to be Performed by Genfare

Genfare shall:

- a. Be responsible for all work and expenses relating to the design, manufacture and delivery of the Genfare Link features for a UAT environment for MAT to test.
- b. Ensure that the Genfare Link application, after testing, is complete and ready for revenue service.
- c. Ensure all Genfare Link versions delivered are the latest engineering and software change level available and shall incorporate modifications and improvements herein.
- d. Make available full and competent engineering services to identify and correct any Genfare caused problems associated with the performance of its software before going into service.
- e. Ensure work is performed and completed in conformance with this scope of work and in accordance with the schedule agreed upon or accepted in writing by MAT.
- f. Furnish an end to end solution that allows payment processing through bank cards to be accepted in the Genfare Link application.

1.4.5 Delivery Schedule

Genfare shall perform the above-noted work for MAT and make an instance available for UAT in a schedule to be mutually agreed by the parties. The implementation of the Genfare Link functionality may be distinct from other schedules in this agreement and shall not affect the delivery and acceptance of those components of the project.

Genfare shall perform a phased rollout of the final solution with all available fare products, services, and functionality stated herein no later than one year from the date of this agreement, provided Genfare

receives all necessary pieces from MAT. If the project is delayed due to delivery of work needed from MAT, the final Genfare Link project's delivery could be delayed by the same number of days.

1.5 DOCUMENTATION

The Contractor shall supply complete documentation of hardware, software, and operating system. Such documentation shall consist of, at a minimum, schematics, service manuals, and operating manuals.

1.5.1 Operations and Maintenance Manual – Fareboxes

The Contractor shall provide an operations and maintenance manual for the fareboxes. The operations portion of this manual shall explain the functions and features of the farebox in detail and provide instruction on the various operations and remedial actions to be taken by the driver. The Contractor shall also provide pocket size driver's reference brochures describing how the farebox shall be operated, with simplified flow charts of actions to take when pulling out (logging onto the farebox), changing fare tables, and responding to problems such as coin and bill jams.

The maintenance portion of the manual shall contain but not be limited to:

- Description of operation
- Installation procedures
- Complete parts identification diagram and list
- Troubleshooting procedures
- Inspection procedures
- Diagnostic procedures
- Written diagrams
- Electrical schematics with board and cable identification
- Adjustment procedures.

1.5.2 Manuals/Drawings – Vaults

The Contractor shall provide manuals and drawings identifying the various parts and assemblies in the vault equipment, including parts identification and repair procedures.

1.5.3 Probes and Related Equipment

The Contractor shall provide maintenance information on the data probes, junction boxes, and interface boxes supplied with the system. The information shall include interconnect diagrams and parts lists.

1.5.4 Software

The Contractor shall provide documentation on the data system to allow MAT to access the database for the purpose of report generation. Such documentation shall include the manufacturer's operating guide, installation disks manuals, and other hardware manuals normally supplied by the computer manufacturer or commercial software supplier. Data system manuals shall include a data dictionary, an explanation of all menus and identify data on all reports.

1.6 TRAINING

1.6.1 Farebox Maintenance Training

The Contractor shall provide a comprehensive farebox and related equipment maintenance and repair training program to be conducted at the Fargo-Moorhead MAT facility initially. Should additional training be requested, there will be the option of sending MAT personnel to the Contractor's facility at the applicable City's expense. Training will include training for administrators, maintenance personnel, drivers, and IT staff. The instructor provided by the Contractor shall be well versed in the maintenance and repair of the Contractor's equipment. The Contractor's instructor shall make use of visual training aids such as viewgraphs and video tapes (if available) to further reinforce the material presented. Handouts to students are required.

The Contractor shall provide a three-day farebox training program, at no additional cost, including the following:

- Basic construction and operating features of the farebox and related equipment
- Examination and disassembly of major assemblies, including but not limited to:
 - Bill Transport
 - Coin Validator
 - Electronic chassis
 - Lower stanchion and cashbox
 - Electrical wiring harnesses
- Troubleshooting procedures
- Field-level repair of farebox and related equipment.

Each student shall be required to tear-down and build-up a farebox in the class. Class size shall be limited to a maximum of eight (8) participants in each class.

1.6.2 Revenue Collection System

The Contractor shall provide training classes on the maintenance, troubleshooting and repair of the revenue collection system at no additional cost. This training shall be conducted at MAT's facility immediately following installation of the equipment.

1.6.3 Cashbox and Vault Operations

The Contractor shall provide to MAT the services of a qualified and experienced instructor to conduct classes for supervisory and maintenance personnel in the proper insertion and removal of the cashbox from the farebox and in the operation of the cashbox receiver and vault.

1.6.4 Operations Training

The Contractor shall provide to MAT experienced and qualified instructors who shall provide operations training for administrators and maintenance personnel at MAT's training facility. Separate training will be conducted in two-three hour blocks for driver/operators. The training program shall cover the

operations of the farebox and shall make use of one of the fareboxes provided under this Contract for illustrative use.

1.7 SPARE PARTS

1.7.1 Spare Parts Requirements

These parts shall be delivered to MAT at the time of farebox delivery or as soon as practical thereafter. An allowance has been provided on Schedule B for use in the MAT's selection of support and maintenance components. Genfare will provide a recommended parts list and the MAT may adjust or amend quantities and components to anticipated need within the allowance provided.

Attachment B
Pricing

Attached following this page.

Genfare Price Proposals

Genfare Price Proposals				Fargo Cost		Moorhead Cost		Payment Terms to Genfare	
Item	Quantity	Price	Total Cost	Quantity	% of Cost	FGO Total	Quantity	% of Cost	MHD Total
Fixed Route Fleet									
Fast Fare (Farbox)	45	\$15,835.00	\$712,575.00	32	71.11%	\$506,720.00	13	28.89%	\$205,855.00
Mobile Vault	1	\$37,867.00	\$37,867.00		71.11%	\$26,927.64		28.89%	\$10,939.36
S/A Controller	1	\$2,216.20	\$2,216.20		71.11%	\$1,575.96		28.89%	\$640.24
Install	45	\$350.00	\$15,750.00	32	71.11%	\$11,200.00	13	28.89%	\$4,550.00
Data Probe (Mixed Fleet)	2	\$1,980.00	\$3,960.00		71.11%	\$2,816.00		28.89%	\$1,144.00
Keys	1	\$0.00	\$0.00		71.11%	\$0.00		28.89%	\$0.00
Training	1	\$0.00	\$0.00		71.11%	\$0.00		28.89%	\$0.00
Maintenance Training	1	\$0.00	\$0.00		71.11%	\$0.00		28.89%	\$0.00
Operator Training	1	\$0.00	\$0.00		71.11%	\$0.00		28.89%	\$0.00
Simulator, Fast Fare	1	\$15,500.00	\$15,500.00		71.11%	\$11,022.22		28.89%	\$4,477.78
Modify Existing Vault	1	\$3,564.00	\$3,564.00		71.11%	\$2,534.40		28.89%	\$1,029.60
Manuals	1	\$0.00	\$0.00		71.11%	\$0.00		28.89%	\$0.00
			\$791,432.20			\$562,796.23			\$228,635.97
Paratransit Fleet									
Fast Fare - e (Farbox addition)	18	\$3,875.00	\$69,750.00	14	71.78%	\$54,250.00	4	22.22%	\$15,500.00
Mounting Kit	18	\$113.00	\$2,034.00	14	71.78%	\$1,582.00	4	22.22%	\$452.00
Odyssey Integration Software	1	\$24,500.00	\$24,500.00		71.78%	\$19,055.56		22.22%	\$5,444.44
Install	18	\$350.00	\$6,300.00	14	71.78%	\$4,900.00	4	22.22%	\$1,400.00
			\$102,584.00			\$79,787.56			\$22,796.44
			\$894,016.20			\$642,583.79			\$251,432.41
Point of Sale Addons									
APOS-SALE & Fulfillment (Administrative Point of Sale)	2	\$24,300.00	\$48,600.00		66.67%	\$32,401.62		33.33%	\$16,198.38
RPOS Bixolon (Requires Tablet)									
(Retail Point of Sale)	2	\$920.00	\$1,840.00		50.00%	\$920.00		50.00%	\$920.00
			\$50,440.00			\$33,321.62			\$17,118.38
			\$944,456.20			\$675,905.41			\$268,550.79
New Higher Security Smart Cards (Holds 4 media types)									
Smart Card	3000	\$2.25	\$6,750.00		66.67%	\$4,500.00		33.33%	\$2,250.00
			\$6,750.00			\$4,500.00			\$2,250.00
			\$951,206.20			\$680,405.41			\$270,800.79
Options									
Spares (package) - Fixed Route	1	\$29,000.00	\$29,000.00		71.11%	\$20,622.22		28.89%	\$8,377.78
Spares (package) - Paratransit	1	\$8,000.00	\$8,000.00		71.78%	\$6,222.22		22.22%	\$1,777.78
Test Lab (For Genfare LINK)	1	\$37,500.00	\$37,500.00		71.11%	\$26,666.67		28.89%	\$10,833.33
			\$74,500.00			\$53,511.11			\$20,988.89
			\$1,025,706.20			\$733,916.52			\$291,789.68
License and Services Fees									
LINK Software									
LINK Hosting (Year 1)	1	\$57,000.00	\$57,000.00		100.00%	\$57,000.00		28.89%	\$16,466.67
LINK Hosting (Year 2)	1	\$11,400.00	\$11,400.00		100.00%	\$11,400.00		28.89%	\$3,293.33
LINK Hosting (Year 3)	1	\$11,750.00	\$11,750.00		100.00%	\$11,750.00		28.89%	\$3,394.44
Mobile Ticketing (5K +.05/tran)	1	\$12,090.00	\$12,090.00		100.00%	\$12,090.00		28.89%	\$3,492.67
Integrated with LINK									
	1	\$0.00	\$0.00					Operating Cost	
			\$92,240.00			\$92,240.00			\$26,647.11

Fargo will bill Moorhead for the below costs:

Attachment C
Evidence of Coverage

Attached following this page.



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
12/02/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Grand Rapids MI Office
50 Louis Street NW
Suite 200
Grand Rapids MI 49503 USA

CONTACT NAME:
PHONE (A/C. No. Ext.): (616) 456-5366 FAX (A/C. No.): (616) 456-7451
E-MAIL ADDRESS:

INSURED
Genfare
SPX Corporation
13320-A Ballantyne Corporate Place
Charlotte NC 28277 USA

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: ACE Property & Casualty Insurance Co.	20699
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 570079448386

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

PROD. LTR	TYPE OF INSURANCE	ADD. SUB. RISK	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		XSLG71213225 SIR applies per policy terms & conditions	01/01/2019	01/01/2020	EACH OCCURRENCE \$4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$4,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$4,000,000 GENERAL AGGREGATE \$10,000,000 PRODUCTS - COMPROP AGG \$10,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000		X00G27940249004 Umbrella - Primary	01/01/2019	01/01/2020	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NE) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Limits of Liability shown for General Liability policy #XSLG71213225 are in excess of a Self-Insured Retention of \$250,000 per occurrence.

CERTIFICATE HOLDER

CANCELLATION

Genfare
SPX Corporation
13320-A Ballantyne Corporate Place
Charlotte NC 28277 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central Inc.

Holder Identifier :

Certificate No : 570079448386

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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Attachment D
Federal Clauses

Attached following this page.

LOBBYING RESTRICTIONS CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature of Contractor's Authorized Official

Eric Kaled, President

Name and Title of Contractor's Authorized Official

12/09/19

Date

**BUY AMERICA CERTIFICATION
(EXCLUDES ROLLING STOCK)**

49 U.S.C. 5323(j)

49 C.F.R. part 661

Applicability to Contracts

FTA's Buy America law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project. FTA cautions that its Buy America regulations are complex. Recipients can obtain detailed information on FTA's Buy America regulation at: The Federal Transit Administration's Buy America website.

The Buy America requirements flow down from FTA recipients and subrecipients to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are in compliance.

Model Clause/Language

The Buy America regulation at 49 C.F.R. § 661.13 requires notification of the Buy America requirements in a recipients' bid or request for proposal for FTA funded contracts. Recipients can draw on the following language for inclusion in their federally funded procurements. Note that recipients are responsible for including the correct Buy America certification based on what they are acquiring. Recipients should not include both the rolling stock and steel, iron, or manufactured products certificates in the documents unless acquiring both in the same procurement.

Buy America Certification

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

A-17

The [bidder or offeror] must submit to [Recipient] the appropriate Buy America certification below with its [bid or offer]. Bids or offers that are not accompanied by a completed Buy America certification will be rejected as nonresponsive.

In accordance with 49 C.F.R. § 661.6, for the procurement of steel, iron or manufactured products, use the certifications below.

Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 C.F.R. part 661.

Date: 12/09/19

Signature: _____

Company: Genfare, a division of SPX Corporation

Name: Eric Kaled

Title: President

Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 C.F.R. § 661.7.

Date: _____

Signature: _____

Company: _____

Name: _____

Title: _____

By entering into a sale with the City of Fargo, ND, and/or the City of Moorhead, MN, doing business as MATBUS, the supplier is agreeing to be bound by the following federal clauses and certifications as applicable:

4K 1.

No Government Obligation to Third Parties: *Applies to all third party contracts that are federally funded.*

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

4K 2.

Program Fraud & False or Fraudulent Statements & Related Acts: *Applies to all third party contracts that are federally funded.*

- a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.
- c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4K 3.

Access to Records and Reports: *Applies to all contracts funded in whole or in part with FTA funds.*

- a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases,

subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

- b) **Retention Period.** The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c) **Access to Records.** The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d) **Access to the Sites of Performance.** The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4.

Federal Changes: *Applies to all contracts.*

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

5.

Civil Rights and Equal Opportunity: *Applies to all contracts.*

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

- a) **Nondiscrimination.** In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) **Race, Color, Religion, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42

U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. **Termination Provisions:** *Applies to all contracts in excess of \$10,000. Those contracts must address termination for cause and for convenience, including the manner by which it will be effected and the basis for settlement.*

- a) The CITY reserves the right to cancel any contract for cause upon written notice to the Contractor. Cause for cancellation will be documented failure(s) of the contractor to provide services in the quantity and/or quality required. Notice of such cancellation will be given with sufficient time to allow for the orderly withdrawal of the Contractor without additional harm to the participants or the CITY.
- b) The CITY may cancel or reduce the amount of service to be rendered if there is, in the opinion of the City Council, a significant increase in local costs; or, in the opinion of the City Council, insufficient state or federal funding available for the service, thereby terminating the contract or reducing the compensation to be paid under the contract. In such event, the CITY will notify Contractor in writing ninety (90) days in advance of the date such actions are to be implemented.

CONTRACTOR is hereby notified that the CITY Transit system pursuant to this agreement is dependent upon the necessary receipt of local, state and federal funding.

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 to the CITY within 24 hours of the date of termination.

7. **Disadvantaged and Small Business Enterprise:** *Applies to FTA recipients receiving planning, capital and/or operating assistance that will award prime contracts (excluding transit vehicle purchases) exceeding \$250,000 in FTA funds in a Federal fiscal year.*

For all DOT-assisted contracts, each FTA recipient must include assurances that third party contractors will comply with the DBE program requirements of 49 C.F.R. part 26, when applicable. The following contract clause is required in all DOT-assisted prime and subcontracts:

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days (payment required within 10 days or paying interest at 1 ½ percent per Minnesota State Statute 471.425 subd. 4a) from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the CITY in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by CITY for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the CITY with the necessary certification and records for reporting purposes. When the majority of the contract is labor,

which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor must promptly notify the CITY whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the CITY.

Fostering Small Business Participation

The CITY has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the CITY. This program is race- and gender- neutral, however SBEs can also count towards DBE goals.

8.

Incorporation of FTA Terms: *Applies to all contracts.*

The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any CITY requests which would cause the CITY to be in violation of the FTA terms and conditions.

9.

Debarment, Suspension, Ineligibility and Voluntary Exclusion: *Applies to contracts in an amount expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate

in this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows: The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10.

Buy America: *Applies to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in an FTA assisted project.*

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

11.

Breach of Contract and Dispute Resolution: *Applies to all contracts in excess of the Simplified Acquisition Threshold (currently set at \$150,000) and those contracts shall contain administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.*

- a) Disputes will be presented in writing to the appropriate City personnel – in Fargo, the Fargo Transit Director, in Moorhead, the Moorhead Transit Manager. City personnel and the Contractor will attempt to resolve any dispute arising in the performance of the Contract.

Fargo: If the Transit Director and Contractor cannot resolve the dispute, the issue will be presented in writing to the Fargo City Administrator within ten [10] working days of dispute. If the dispute cannot be resolved by the City Administrator, it will be submitted in writing within ten [10] working days of the Fargo City Administrator's decision to the Fargo City Commission – it is the sole responsibility of the Contractor to schedule a

hearing with the Fargo City Commission. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

Moorhead: If the Transit Manager and Contractor cannot resolve the dispute, the issue will be presented in writing to the Moorhead City Manager within ten [10] working days of the dispute. If the dispute cannot be resolved by the City Manager, it will be submitted in writing within ten [10] working days of the Moorhead City Manager's decision to the Moorhead City Council - it is the sole responsibility of the Contractor to schedule a hearing with the Moorhead City Council. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at the hearing.

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

- b) Unless otherwise directed by the Cities of Fargo/Moorhead, Contractor shall continue performance under this Contract while matters in dispute are being resolved.
- c) Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.
- d) Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Cities of Fargo and/or Moorhead and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the applicable state.

12.

Lobbying Restrictions: *Applies to all contracts and subcontracts of \$100,000 or more at any tier under a Federal grant. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this agreement, the payor must complete and submit the Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.*

49 C.F.R. part 20, Appendices A and B provide specific language for inclusion in FTA funded third party contracts as follows:

The undersigned certifies (*Note: A separate certification will be required to be signed if the contract meets this criteria*), to the best of his or her knowledge and belief, that:

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

- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

N/A 13.

Clean Air and Federal Water Pollution Control Act: *Applies to each contract and subcontract exceeding \$150,000. The Clean Air Act and Federal Water Pollution Control Act requirements extend to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier.*

The Contractor agrees:

- a) It will not use any violating facilities;
- b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
- c) It will report violations of use of prohibited facilities to FTA; and
- d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

44 14.

Contract Work Hours & Safety Standards Act: *Applies to all FTA funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers. Certain employee protections apply to all FTA funded contracts with particular emphasis on construction related projects. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:*

- a) *Contract Work Hours and Safety Standards*
 - i. *Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 3701-3708; and supplemented by Department of Labor (DOL) regulations, 29 C.F.R. part 5; and A-38*
 - ii. *U.S. DOL regulations, "Safety and Health Regulations for Construction," 29 C.F.R. part 1926.*

a) **For construction contracts:**

- i. For all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, the Contractor shall comply with the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708), as supplemented by the DOL regulations at 29 C.F.R. part

5. Under 40 U.S.C. § 3702 of the Act, the Contractor shall compute the wages of every mechanic and laborer, including watchmen and guards, on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or to contracts for transportation or transmission of intelligence.

- ii. In the event of any violation of the clause set forth herein, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of this clause in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by this clause.
- iii. The FTA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in this section.
- iv. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this agreement.

b) For Awards Not Involving Construction

- i. The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.
- ii. The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the

contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

- iii. Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.
- iv. The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

44 15.

Transit Employee Protective Arrangements: *Applies to each contract for transit operations performed by employees of a Contractor recognized by FTA to be a transit operator.*

The Contractor agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b):

- a) **U.S. DOL Certification.** Under this Contract or any Amendments thereto that involve public transportation operations that are supported with federal assistance, a certification issued by U.S. DOL is a condition of the Contract.
- b) **Special Warranty.** When the Contract involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The U.S. DOL Special Warranty is a condition of the Contract.
- c) **Special Arrangements.** The conditions of 49 U.S.C. § 5333(b) do not apply to Contractors providing public transportation operations pursuant to 49 U.S.C. § 5310. FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate, and, in those instances, any special arrangements required by FTA will be incorporated herein as required.

44 16.

Charter Service: *Applies to contracts for operating public transportation service.*

The contractor agrees to comply with 49 U.S.C. 5323(d), 5323(r), and 49 C.F.R. part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(d);
- b) FTA regulations, "Charter Service," 49 C.F.R. part 604;
- c) Any other federal Charter Service regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

The contractor agrees that if it engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures or impose remedies on it. These corrective measures and remedies may include:

- a) Barring it or any subcontractor operating public transportation under its Award that has provided prohibited charter service from receiving federal assistance from FTA;
- b) Withholding an amount of federal assistance as provided by Appendix D to part 604 of FTA's Charter Service regulations; or
- c) Any other appropriate remedy that may apply.

The contractor should also include the substance of this clause in each subcontract that may involve operating public transit services.

W/A 17.

School Bus Service Operations: *Applies to contracts for operating public transportation service.*

The contractor agrees to comply with 49 U.S.C. 5323(f), and 49 C.F.R. part 604, and not engage in school bus operations using federally funded equipment or facilities in competition with private operators of school buses, except as permitted under:

- a) Federal transit laws, specifically 49 U.S.C. § 5323(f);
- b) FTA regulations, "School Bus Operations," 49 C.F.R. part 605;
- c) Any other Federal School Bus regulations; or
- d) Federal guidance, except as FTA determines otherwise in writing.

If Contractor violates this School Bus Agreement, FTA may:

- a) Bar the Contractor from receiving Federal assistance for public transportation; or
- b) Require the contractor to take such remedial measures as FTA considers appropriate.

When operating exclusive school bus service under an allowable exemption, the contractor may not use federally funded equipment, vehicles, or facilities.

The Contractor should include the substance of this clause in each subcontract or purchase under this contract that may operate public transportation services.

4/ 18.

Substance Abuse Requirements: Drug & Alcohol Testing: *Applies to third party contractors who perform safety-sensitive functions. Contractors must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, Safety-sensitive function means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:*

- a) Operating a revenue service vehicle, including when not in revenue service;
- b) Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
- c) Controlling dispatch or movement of a revenue service vehicle;
- d) Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
- e) Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota and/or Minnesota, or the Cities of Fargo/Moorhead, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before February 1 and to submit the Management Information System (MIS) reports before February 1 to the City of Moorhead Transit Manager and City of Fargo Transit Director. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

N/A 19.

Cargo Preference: *Applies to all contracts involving equipment, materials, or commodities that may be transported by ocean vessels.*

The contractor agrees:

- a) to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and
- c) to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

N/A 20.

Davis-Bacon Act and Copeland Act – Prevailing Wage and Anti-Kickback: *Applies to all FTA funded contracts for all prime construction, alteration or repair contracts in excess of \$2,000. The recipient will ensure that each third party contractor complies with all federal laws, regulations, and requirements, including:*

a) Prevailing Wage Requirements

- i. Federal transit laws, specifically 49 U.S.C. § 5333(a), (FTA's "Davis-Bacon Related Act");
- ii. The Davis-Bacon Act, 40 U.S.C. §§ 3141 – 3144, 3146, and 3147; and
- iii. U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

b) "Anti-Kickback" Prohibitions

- i. Section 1 of the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. § 874;
- ii. Section 2 of the Copeland "Anti-Kickback" Act, as amended, 40 U.S.C. § 3145; and

- iii. *U.S. DOL regulations. "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States," 29 C.F.R. part 3.*

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

4/21 21.

Energy Conservation: *Applies to all contracts. The Recipient agrees to, and assures that its subrecipients, if any, will comply with the mandatory energy standards and policies of its state energy conservation plans under the Energy Policy and Conservation Act, as amended, 42 U.S.C. § 6201 et seq., and perform an energy assessment for any building constructed, reconstructed, or modified with federal assistance as required under FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. part 622, subpart C.*

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

N/A 22.

Construction—Special Requirements: *Applies to FTA assisted construction projects:*

- a) **Bonding.** The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold (exceeding \$150,000. *Minnesota State Statute 574.26 limit is \$100,000*) unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:
 - i. **Bid Guarantee.** Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.
 - ii. **Performance Bond.** Both FTA and the Common Grant Rules generally require the third party contractor to obtain a performance bond for 100 percent of the contract price. A "performance bond" is obtained to ensure completion of the obligations under the third party contract.

- iii. Payment Bond. The Common Grant Rules generally require the third party contractor to obtain a standard payment bond for 100 percent of the contract price. A "payment bond" is obtained to ensure that the contractor will pay all people supplying labor and material for the third party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect FTA's interest and will accept a local bonding policy that meets the following minimums:
 - Less Than \$1 Million. Fifty percent of the contract price if the contract price is not more than \$1 million,
 - More Than \$1 Million but Less Than \$5 Million. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million, or
 - More Than \$5 Million. Two and one half million dollars if the contract price is more than \$5 million.
- iv. Acceptable Sureties. The Common Grant Rule for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, "Surety Companies Doing Business with the United States," 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury's Listing of Approved Sureties (Department Circular 570), <http://fms.treas.gov/c570/c570.html>. FTA encourages each governmental recipient to require similarly acceptable sureties.
- v. Reduced Bonding. FTA recognizes that bonding costs can be expensive. FTA will accept a local bonding policy that conforms to the minimums described in this subparagraph 2.h(1) of this Chapter. FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.
- vi. Excessive Bonding. Compliance with State and local bonding policies that are greater than FTA's bonding requirements do not require FTA approval. FTA recognizes that in some situations bond requirements can be useful if the recipient has a material risk of loss because of a failure of the prospective contractor. This is particularly so if the risk results from the likelihood of the contractor's bankruptcy or financial failure when the work is partially completed. Nevertheless, if the recipient's "excessive bonding" requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipient's bonding policies far exceed those described in this subsection; FTA reminds the recipient that it may find it useful to submit its policy and rationale to the Regional Administrator for the region administering the project.

N/A 23.

Bus Testing: *Applies only to the purchase or lease of any new bus model, or any bus model with a major change in configuration or components to be acquired or leased with funds obligated by FTA. Recipients are responsible for determining whether a vehicle to be acquired requires full or partial testing or has already satisfied the bus testing requirements by achieving a passing test score in*

accordance with 49 C.F.R. part 665. Recipients must certify compliance with FTA's bus testing requirements in all grant applications for FTA funding for bus procurements.

The Contractor [Manufacturer] agrees to comply with the Bus Testing requirements under 49 U.S.C. 5318(e) and FTA's implementing regulation at 49 C.F.R. part 665 to ensure that the requisite testing is performed for all new bus models or any bus model with a major change in configuration or components, and that the bus model has achieved a passing score. Upon completion of the testing, the contractor shall obtain a copy of the bus testing reports from the operator of the testing facility and make that report(s) publicly available prior to final acceptance of the first vehicle by the recipient.

N/A 24.

Fly America: *Applies to the transportation of persons or property, by air, between a place in the U.S. and a place outside the U.S., or between places outside the U.S., when the FTA will participate in the costs of such air transportation.*

a) *Definitions.* As used in this clause--

“International air transportation” means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag air carrier” means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

b) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403. *[State reasons]:*

(End of statement)

e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

N/A 25.

Patent Rights and Rights in Data: *Applies when entering into a contract (or subcontract) with a small business firm or nonprofit organization for the performance of experimental, developmental, or research work under the FTA award. The recipient or subrecipient must comply with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Except in the case of an "other agreement" in which the Federal Government has agreed to take more limited rights, the Federal Government is entitled to a non-exclusive, royalty free license to use the resulting invention, or patent the invention for Federal Government purposes. The FTA has the right to:*

- a) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and*
- b) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.*

Intellectual Property Rights: This Project is funded through a Federal award with FTA for experimental, developmental, or research work purposes. As such, certain Patent Rights and Data Rights apply to all subject data first produced in the performance of this Contract. The Contractor shall grant the AGENCY intellectual property access and licenses deemed necessary for the work performed under this Agreement and in accordance with the requirements of 37 C.F.R. part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by FTA or U.S. DOT. The terms of an intellectual property agreement and software license rights will be finalized prior to execution of this Agreement and shall, at a minimum, include the following restrictions: Except for its own internal use, the Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Contractor authorize others to do so, without the written consent of FTA, until such time as FTA may have either released or approved the release of such data to the public. This restriction on publication, however, does not apply to any contract with an academic institution. For purposes of this agreement, the term "subject data" means recorded information whether or not copyrighted, and that is delivered or specified to be delivered as required by the Contract. Examples of "subject data" include, but are not limited to computer software, standards, specifications, engineering drawings and associated lists, process sheets, manuals, technical reports, catalog item identifications, and related information, but do not include financial reports, cost analyses, or other similar information used for performance or administration of the Contract.

- a) The Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for "Federal Government Purposes," any subject data or copyright described below. For "Federal Government Purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
 - i. Any subject data developed under the Contract, whether or not a copyright has been obtained; and

- ii. Any rights of copyright purchased by the Contractor using Federal assistance in whole or in part by the FTA.
- b) Unless FTA determines otherwise, the Contractor performing experimental, developmental, or research work required as part of this Contract agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of the Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of this Contract, is not completed for any reason whatsoever, all data developed under the Contract shall become subject data as defined herein and shall be delivered as the Federal Government may direct.
- c) Unless prohibited by state law, upon request by the Federal Government, the Contractor agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. The Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
- d) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
- e) Data developed by the Contractor and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract is exempt from the requirements herein, provided that the Contractor identifies those data in writing at the time of delivery of the Contract work.
- f) The Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

26.

Pre-Award and Post-Delivery Audits of Rolling Stock Purchases: *Applies to the purchase of revenue service rolling stock with FTA funds and must comply with the pre-award and post-delivery audit requirements set forth in 49 U.S.C. 5323(m) and supplemented by 49 C.F.R. part 663.*

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

27.

Recycled Products: *Applies to all third party contractors and their contracts at every tier and subrecipients and their subcontracts at every tier where the value of an EPA designated item exceeds \$10,000. Applies to States and local governmental authorities to provide a competitive preference to products and services that conserve natural resources, protect the environment, and are energy efficient. Recipients are required to procure only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of*

the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000.

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

28.

Safe Operation of Motor Vehicles: *Applies to all federally funded third party contracts.*

Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

29.

Seismic Safety: *Applies only to contracts for the construction of new buildings or additions to existing buildings.*

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation (DOT) Seismic Safety Regulations 49 C.F.R. part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, is in compliance with the standards required by the Seismic Safety regulations and the certification of compliance issued on the project.

Note: Information on clauses was obtained from the FTA Best Practices Procurement and Lessons Learned Manual, and Circular FTA C 4220.1F Third Party Contracting Guidance.

<https://www.transportation.gov/funding-procurement-third-party-procurement-best-practices-procurement-manual>

<https://www.transportation.gov/regulations-and-guidance/fta-circulars-third-party-contracting-guidance>

REPORT OF ACTIONUTILITY COMMITTEE

(24)

Project No. SW 16-03 Phase II

Type: Change Orders – SW16-03 Phase II
Landfill Gas Expansion Project

Location: Solid Waste Division - Landfill

Date of Hearing: 12/12/19

<u>Routing</u>	<u>Date</u>
City Commission	12/16/19
Project File	

Terry Ludlum, Solid Waste Utility Director, presented the attached Change Orders for SW16-03 Phase II Landfill Gas Expansion Project.

On October 8, 2018, the Commission approved the award of Project SW16-03 Phase II in a *Multiple Prime Contractor* format. The landfill gas expansion project was awarded to *Gast Construction Company Inc., Robert Gibb & Sons, and Rickard Electric Inc.* Construction on the project began in October (2018) and is scheduled for completion and startup in December of 2019. Awarded contract bid prices, change orders, and adjusted contract prices are as follows:

Contractor	Contractor	Contract Bid Price	Current Change Orders	Adjusted Contract Price
Gast Construction Co.	General Contractor (GC)	\$609,502.16	\$0.00	\$609,502.16
Robert Gibb & Sons	Mechanical Contractor (MC)	\$801,095.58	\$2,475.00	\$803,570.58
Rickard Electric	Electrical Contractor (EC)	\$546,650.22	\$0.00	\$546,650.22
		\$1,957,247.96	\$2,475.00	\$1,959,722.96

A detailed summary of the contractor recommended change order has been included in the memorandum to the Utility Committee for your review.

MOTION:

On a motion by Brian Ward, seconded by Ben Dow, the Utility Committee voted to approve the attached Change Order for SW16-03 Phase II, Landfill Gas Compressor Station Expansion Project.

COMMITTEE:	Present	Yes	No	Unanimous
Anthony Gehrig, City Commissioner				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		
Bruce Grubb, Enterprise Director	X	X		
Scott Liudahl, City Forester	X	X		
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		

ATTEST:


Terry Ludlum
Solid Waste Utility Director


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



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 
Date: December 5, 2019
Subject: Change Orders – SW 16-03 Phase II Landfill Gas Expansion Project

On October 8, 2018, the Commission approved the award of Project SW16-03 Phase II in a *Multiple Prime Contractor* format. The landfill gas expansion project was awarded to *Gast Construction Company Inc.*, *Robert Gibb & Sons*, and *Rickard Electric Inc.* Construction on the project began in October 2018, and is scheduled for completion and startup the end of 2019. Awarded contract bid prices are as follows:

Contract	Contractor	Bid Price
General Contractor (GC)	Gast Construction Co.	\$580,322.00
Mechanical Contractor (MC)	Robert Gibb & Sons	\$699,950.00
Electrical Contractor (EC)	Rickard Electric	\$534,830.00
	Total	\$1,815,102.00

With previous Change Order approval, the current contract amounts would be as follows:

Contract	Contractor	Bid Price
General Contractor (GC)	Gast Construction Co.	\$609,502.16
Mechanical Contractor (MC)	Robert Gibb & Sons	\$801,095.58
Electrical Contractor (EC)	Rickard Electric	\$546,650.22
	Total	\$1,957,247.96

The following table shows the overall cost summary of the recommended changes by the contractors during this approval period (monthly):

Change Order	Contractor	Change Order Cost
MC – No. 15	Robert Gibb & Sons	\$2,475.00
	Total	\$2,475.00

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

Contract	Contractor	Bid Price
General Contractor (GC)	Gast Construction Co.	\$609,502.16
Mechanical Contractor	Robert Gibb & Sons	\$803,570.58
Electrical Contractor	Rickard Electric	\$546,650.22
	Total	\$1,959,722.96

To date, change orders have totaled 7.97 % of total construction costs.

Detailed Summary of Change Orders

The project cost impact due to **Mechanical Contractor** recommended changes are as follow:

No. 15: Supply and install a pressure transmitter on the landfill gas outlet line for improved continuous system monitoring and electronic calibration of end users.

Cost: \$2,475.00

Reason: Requested by owner.

Process for Amending the Contract Documents; Changes in the Work

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. Acceptance of *WCDs* by Solid Waste (City) staff are provided after review and negotiation of contractor recommended work through contractor provided *Proposal Requests*. *WCDs* have been incorporated into subsequent *Change Orders* through formal Utility Committee and City Commission approval on this project.

Recommendation

Approve the contract *Change Orders* with Robert Gibb & Sons (Mechanical Contractor), and Rickard Electric (Electrical Contractor), on Project SW16-03 Phase II Landfill Gas Expansion Project.

Change Order No. Gibb No. 15

Date of Issuance: November 1, 2019 Effective Date: November 1, 2019
 Owner: City of Fargo Division of Solid Waste Owner's Contract No.: SW 16-03
 Contractor: Robert Gibb & Sons Contractor's Project No.:
 Engineer: Wenck Associates Inc. Engineer's Project No.: 0208-0140
 Project: Landfill Gas Compression System Expansion Contract Name:

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

Supply and installation of a pressure transmitter on the landfill gas outlet line.

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>699,950.00</u>	Original Contract Times: Substantial Completion: <u>June 30, 2019</u> Ready for Final Payment: <u>July 30, 2019</u> days or dates
Increase from previously approved Change Orders No. <u>0</u> to No. <u>14</u> \$ <u>101,145.58</u>	Increase from previously approved Change Orders No. to No. <u> </u> : Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days
Contract Price prior to this Change Order: \$ <u>801,095.58</u>	Contract Times prior to this Change Order: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates
Increase of this Change Order: \$ <u>2,475.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>None</u> Ready for Final Payment: <u>None</u> days or dates
Contract Price incorporating this Change Order: \$ <u>803,570.58</u>	Contract Times with all Change Orders: Substantial Completion: <u>August 30, 2019</u> Ready for Final Payment: <u>September 30, 2019</u> days or dates

RECOMMENDED:		ACCEPTED:		ACCEPTED:	
By: 	By: _____	By: 	By: _____	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)			
Title: <u>Project Manager</u>	Title: _____	Title: <u>Estimator/Project Manager</u>			
Date: <u>November 1, 2019</u>	Date: _____	Date: <u>11-1-2019</u>			



205 40th Street Southwest
PO Box 10188 (58106)
Fargo, North Dakota 58103
Phone: 701.282.5900
Fax: 701.281.0819

November 1, 2019

Mr. Randy Hanson
Project Manager
Wenck
1800 Pioneer Creek Center
Maple Plain, MN 55359

RE: Fargo Landfill Gas Compression System Expansion, Project NO. SW-16-03
Pressure Transmitter Gas Outlet Line

Dear Randy,

Please find list below our cost associated with providing and installing a Rosemount pressure indicator transmitter on the Cargill Gas Outlet line.

Material:

Piping materials:	\$ 7
Pressure Transmitter:	\$ 1,924
Freight:	\$ 32

Labor:

Tax:	\$ 147
	<u>\$ 140</u>
Sub Total:	\$ 2,250
Overhead/Profit	\$ 225
Total:	<u>\$ 2,475</u>

Excluded: Electrical, communication wiring and programing.

If you have any questions please feel free to contact our office at 701.282.5900.

Sincerely,
ROBERT GIBB & SONS

Tim Singelmann
Tim Singelmann

QUOTATIONQuotation From:

Page: 1

TECH SALES CO.
 311 W. 44TH STREET
 MINNEAPOLIS MN 55409
 Ph: (612) 823-8238 Fx: (612) 823-4272

Quotation For:

Robert Gibb
 2011 Great Northern Dr N
 Fargo ND 58102
 Ph: (701) 404-9418 Fx:

Quotation#: 2191388
 Revision#:
 Date: 10/31/19

Attn: Tim Singelmann E-Mail: tsingelmann@robertgibb.com
 Ref: Rosemount 3051 - Fargo Landfill

Please Address Order To:

TECH SALES CO.
 311 W. 44TH STREET
 MINNEAPOLIS MN 55409

FOB: Factory
 Shipment: 3-4 Weeks ARO
 Salesman: Abraham Salamzadeh
 Validity: 30 Days
 Terms: Net 30 Days

Item	Qty	Part#/Description	Unit Price	Total Price
1	1	3051TG2A2B21AM5Q4K6	1,923.68	1,923.68
		3051T Rosemount In-Line Pressure Transmitter		
		G Gage		
		2 -14.7 to 150 psi		
		A 4-20 mA with digital signal based on HART		
		2B 1/2-14 NPT female process connection		
		2 316L SST isolating diaphragm and process connection wetted parts		
		1 Silicone sensor fill fluid		
		A Aluminum housing, 1/2-14 NPT conduit entry		
		M5 LCD display		
		Q4 Calibration Certificate		
		K6 CSA and ATEX Explosion-proof, Intrinsically Safe and Division 2		

Range:

Quote Total: 1,923.68

Prices shown do not include freight or sales tax. MasterCard/Visa payments are accepted but may be subject to a 4% surcharge. Please review this quotation and let us know if you have any questions.

By: Abraham Salamzadeh for Rosemount, Inc.

REPORT OF ACTIONUTILITY COMMITTEE

(25)

Project No. WA1510

Type: Sheyenne Pump Station
Improvements Change Order #1
Electrical ContractLocation: Sheyenne River Pump Station (52nd Ave. S. near Sheyenne River)

Date of Hearing: 12/12/19

<u>Routing</u>	<u>Date</u>
City Commission	12/16/19
Project File	

Troy Hall, Water Utility Director, presented the attached AE2S letter and change order form for final closeout of the Electrical Contract with Project WA1510, Sheyenne River Pump Station Improvements. The change order is a deduct amount of \$12,985.80. There were six changes within this overall change order as noted in the attached documents. If this change order is approved, the project will be closed out and finalized. The final contract amount for the Electrical Contract in this project will be \$870,053.80.

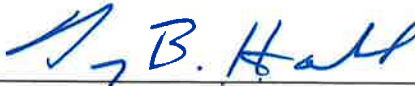
The Sheyenne River Pump Station project is an eligible project in a 'Regionalization' cost-share (grant) with the State Water Commission (SWC). The SWC has paid 60 percent of construction costs through this grant for the overall project.

MOTION:

On a motion by Terry Ludlum, seconded by Ben Dow, the Utility Committee voted to approve Change Order #1 with John's Refrigeration & Electric, Inc. in a deduct amount of a \$12,985.80 for Project WA1510.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner				
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	X			
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 Grindberg



December 11, 2019

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

**Re: Chang Order No. 1 (Final Balancing Change Order)
Contract No. 3 – Elect. Construction Sheyenne River Pump Station Improvements
City of Fargo Project #WA1510**

Dear Troy:

Enclosed please find Change Order No. 1 (Final Balancing Change Order) for the above referenced project for your review and approval. The total Change Order amount is a deduct of \$12,985.80 to Contract No. 3 – Electrical Construction. This Change Order pertains to the following changes to the project:

1. Delete Main Breaker in ATS Switch.
 - \$10,749.00 (Add)
2. Install SCH 80 PVC in lieu of Rigid Steel for VFD Conduits.
 - \$5,720.80 (Deduct)
3. Encountered Frost Conditions caused by Cass County Electric Schedule Delay.
 - \$5,620.00 (Add)
4. Furnish and Install Stainless Steel Disconnect at Intake Structure.
 - \$2,422.00 (Add)
5. Remove Generator Service Platforms; Replace with Steps.
 - \$6,000.00 (Deduct)
6. Water Quality Panel Price Reduction
 - \$20,056.00 (Deduct)

Total Final Balancing Change Order Amount: \$12,985.80 (Deduct)

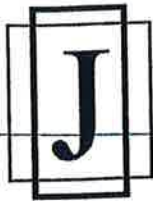
Upon the City of Fargo's acceptance of Change Order No. 1, please sign and date. Return a scanned copy of the formal change order form containing all signatures to AE2S. AE2S will forward the signed copy to the contractor and will retain a copy for our records. Please contact me if you have any questions or need additional information.

Sincerely,

AE2S

Kellen Grubb
Project Engineer

Attachments



JOHN'S REFRIGERATION & ELECTRIC, INC.

1221 West Main Street • PO Box 251 • Valley City, ND 58072

Phone: 701-845-5712 • Fax: 701-845-5712

Fargo Pump – Balancing Change Order

Item #1 – Delete Main Breaker in ATS Switch. Add separate Main Switchboard

Add \$10,749.00

Item #2 – Install Schedule 80 PVC in lieu of Rigid steel for VFD Conduits.

Deduct \$ 5,720.80

Item #3 – Frost Conditions Caused by Cass County.

Add \$ 5,620.00

Item #4 – Furnish and install a Stainless Steel Disconnect at Intake Structure.

Add \$ 2,422.00

Item #5 – Remove Generator Service Platforms and replace with Steps
and re-work Generator fuel tank and Pad layout.

Deduct \$6,000.00

Item #6 – Reduction of Price for Water Quality Panel.

Deduct \$20,056.00

Total Change Order for Deduct for All 6 Items -

~~\$12,985.00~~

.80

KJG

NOTE: Time Extension Required.

Thank You

John Lonski

John Lonski

December 12, 2019

27

Honorable Board of City Commissioners
City of Fargo
225 4th Street N
Fargo, North Dakota 58102

**RE: Project WW1904-Bid Award
Sanitary Lift Stations #24 & 32 Improvements**

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday December 11, 2019 for improvements associated with Sanitary Lift Stations #24 and 32. These lift stations are located along 42nd Street / 7th Ave. N (#24) and along County Road 31 (#32) respectively. The improvements are associated with increasing hydraulic capacity and replacement of aging deteriorating infrastructure.

The bids were as follows:

<u>Contractor</u>	<u>Contract #1 (General)</u>	<u>Contract #2 (Electrical)</u>	<u>Contract #3 (Combined)</u>
CC Steel Inc.	\$623,000	No Bid	No Bid
Key Contracting, Inc.	\$823,535	No Bid	No Bid
Bergstrom Electrics	No Bid	\$144,170	No Bid
JDP Electric	No Bid	\$129,614	No Bid
FM Electric	Bid not opened. Did not acknowledge addendum #1		
Johns Electric	No Bid	\$144,900	No Bid
RBB Electric	No Bid	\$162,500	No Bid
Rick Electric	No Bid	\$140,800	No Bid
Engineers Est.			\$681,000

Advanced Engineering and the Wastewater Utility recommends award to the apparent low bids, from CC Steel, Inc. (General) in the amount of \$623,000 and JDP Electric (Electric) in the amount of \$129,614. The funding for Project 1904 is included in the Wastewater Infrastructure Sale Tax Fund 455.

Recommended Motion

Concur with AE2S recommendation and award Contract #1 (General Construction) to CC Steel, Inc. and Contract #2 (Electrical Construction) to JDP Electric, Inc. as the lowest and best bids.

Respectfully Submitted,



Jim Hausauer
Wastewater Utility Director

REPORT OF ACTION**UTILITY COMMITTEE**

Project No: WW1904

Type: Bid Award

Lift Station #24 & 32 Rehabilitation

Location: Sanitary Lift Stations #24 & 32

Date of Hearing: 12-12-2019

<u>Routing</u>	<u>Date</u>
City Commission	<u>12-16-2019</u>
Project File	<u> </u>

Jim Hausauer, Wastewater Utility Director, presented attached bid recommendation for the rehabilitation of sanitary lift stations #24 & 32. The Wastewater Utility currently operates and maintains 67 sanitary sewer lift stations as a part of the sanitary sewer collection system. In 2017 a desktop risk analysis was conducted to predict which lift stations are most likely to fail. As a result of the risk analysis, Lift Stations 24 & 32 were recommended for rehabilitation and improvement to meet capacity demands and to prevent failure/sanitary sewer backup.

Lift Station (LS) #24: LS #24 is located in the NW portion of the City at the intersection of 7th Ave. and 42nd St. N. LS #24 has a 650-acre service area that includes domestic flows from surrounding industrial and commercial land uses. LS #24 also provides service to the Fargo Solid Waste (SW) landfill & compost facility. Leachate and site runoff from the Solid Waste operations are directed to the wastewater collection system and eventually to LS #24. The Wastewater Utility has reported numerous high level alarms following large rain events. Currently the SW landfill is modifying its operation to include expansion into reclaimed cells east of the current SW landfill. Rehabilitation of LS #24 is needed to meet existing and future condition flows due to operational changes at the landfill and service area.

Lift Station #32: LS #32 is located near the Highland Park and North River. (County Rd 31 & Drain 10). Staff have observed/indicated signs of deterioration and corrosion on the manholes and wet well inner surface of LS #32, due to high H₂S levels. AE2S recommended that the deteriorated concrete be removed and a protective coating/lining be installed. This station receives flows from LS #31 which has a larger capacity than LS #32, thus resulting in numerous instances of sanitary sewer bypass events at LS #32. The structural integrity and hydraulic capacity is in need of rehabilitation.

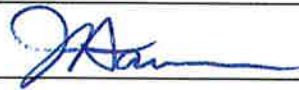
The repairs for Lift Station's #24 and 32 were included in the 2018 Lift Station Rehab and Renewal Fund 455 (Project WW1904). These funds have been rolled over to 2019 for this construction.

MOTION

On a motion by Ben Dow seconded by Troy Hall, the Utility Committee voted to award General Contract #1 to CC Steel, Inc. in the amount of \$623,000 and Electrical Contract #2 to JDP Electric, Inc. in the amount of \$129,614 as the best and lowest bids for the rehabilitation of sanitary lift stations #24 & 32. (Project WW1904).

COMMITTEE:	Present	Yes	No	Unanimous
				<u>X</u>
				<u>Proxy</u>
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	X			
Terry Ludlum, Solid Waste Utility Director	X			
Jim Hausauer, Wastewater Utility Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			
Jason Halsne, Enterprise I/C Coordinator	X			

ATTEST:



Jim Hausauer
Wastewater Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg



December 11, 2019

Mr. Jim Hausauer
Wastewater Utility Director
City of Fargo
3400 N. Broadway
Fargo, ND 58102

**Re: Fargo Lift Station 24 and 32 Improvements
Engineer's Bid Review and Award Recommendation**

Dear Mr. Hausauer:

Bids were received at 11:30 a.m. on Wednesday, December 11, 2019 at the City Hall and opened immediately for the above referenced project. A total of two (2) different bidders submitted sealed bids for the General Construction Contract and six (6) contractors submitted sealed bids for the Electrical Construction Contract. No bidders submitted sealed bids for the Combined General and Electrical Construction Contract. Each of the two bids that were submitted for the General Construction Contract met all of the prescribed requirements and were opened and read aloud. One of the bids that was submitted for the Electrical Contract did not acknowledge receipt of the Addendum on the outside of the bid envelope as required by the bidding documents so that bid was returned to the bidder unopened. A bid tabulation summarizing the bids received is attached to this letter for your review.

The project was bid with three (3) possible contract options: Contract No. 1 – General Construction, Contract No. 2 – Electrical Construction, or Contract No. 3 Combined General and Electrical Construction. Based on a review of the bids, the apparent low bid for Contract No. 1 – General Construction is from, CC Steel, LLC. in the amount of \$623,000.00. The apparent low bid for Contract No. 2 – Electrical Construction is from JDP Electric, Inc. in the amount of \$129,614.00. No bids were submitted for Contract No. 3 – Combined General and Electrical Construction. The Engineer's construction estimate for this project is \$681,000. The project team recommends award of Contract No. 1 – General Construction to CC Steel, LLC in the amount of \$623,000.00 and Contract No. 2 – Electrical Construction to JDP Electric, Inc. in the amount of \$129,614.00.

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

Kevin M. Johnson, PE
Project Engineer

Tabulation of Bids
Lift Station 24 and 32 Improvements
Fargo, ND

Project No. P00803-2017-001
Bid Opening 11:30 AM, December 11, 2019

Contractor	Acknowledge Addendum 1	Bid Bond	Contractor's License	Bid Form	CONTRACT NO. 1 GENERAL CONSTRUCTION	CONTRACT NO. 2 ELECTRICAL CONSTRUCTION	CONTRACT NO. 3 COMBINED CONSTRUCTION
CC Steel	✓	✓	✓	✓	\$623,000.00		
Key Contracting	✓	✓	✓	✓	\$823,535.00		
Bergstrom Electric	✓	✓	✓	✓		\$144,170.00	
FM Electric						Not Opened	
JDP Electric	✓	✓	✓	✓		\$129,614.00	
John's Refrigeration	✓	✓	✓	✓		\$144,900.00	
RBB Electric	✓	✓	✓	✓		\$162,500.00	
Rick Electric	✓	✓	✓	✓		\$140,800.00	



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

True Tabulation of Bids
Respectfully Submitted by:


Kevin M. Johnson, PE

(28a-c)

Change Order Summary

Project:	Change Order No.	03
Fargo Police Department Headquarters	Contract For:	General Construction
Fargo, North Dakota	Change Order Date:	November 26, 2019
Contractor:	Project Number:	1826
Meinecke-Johnson Company		
5 North 14th Street		
Fargo, ND 58102		

Contract changes included in this Change Order:

GPD 007 Millwork Revisions	(\$3,907.00)
GPD 008 Add Door to Fitness Room	\$4,654.00
GPD 009 Exterior Revisions	\$3,038.00
GPD 010 Drywall Repairs	\$4,978.00
GPD 011 Door & Hardware Revisions 2	\$9,100.00
GPD 012 Interior Revisions	\$2,237.00
GPD 013 Administrative Revisions	\$3,032.00
GPD 014 Carpet Deduct	(\$492.00)
GPD 015 PD 3 Repairs	\$1,700.00
Total	\$24,340.00

The Original Contract Sum is:	\$	1,074,300.00
The Net Change by Previously Authorized Change Orders:	\$	30,629.00
The Contract Sum Prior to this Change Order was:	\$	1,104,929.00
The New Contract Sum will be INCREASED by this Change Order in the amount of:	\$	24,340.00
The New Contract Sum including this Change Order will be:	\$	1,129,269.00
The Contract Time will be INCREASED by:	5	Calendar Days

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 007
Date of Issuance: July 11, 2019
Initiated By: Architect

To Contractor:
 Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):

Copy:

☐

☒ Architect
☐ Construction Mgr.
☐ Consultant
☒ Owner
☐

☐
☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- ☐ A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | Basis | Amount | Estimate / Fixed / Maximum |
|--|--------|----------------------------|
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- ☒ B. Provide itemized cost breakdown only (Proposal Request).
- ☐ C. Supplemental Instruction – No cost change.

Directive Description:

- | | |
|---|---------------|
| 1. Provide cost change to omit island casework in Room 148 Evidence | \$ (4,027.00) |
| 2. Provide cost change to lengthen Shelving in Room 228 Storage to revised wall location. | \$ 120.00 |

~~ADD / DEDUCT~~ \$ (3,907.00)

~~ADD / DEDUCT~~ Days

Attachments:**Signatures:****Architect**


Shultz + Associates Architects
 612 ½ Main Avenue
 Fargo, ND 58103

Contractor

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Owner (Action A only)

City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102

 7/11/19
 By: Date

By: Date

By: Date

Sheet No. GPD-x Delete Island Millwork In 148
 Estimator BH
 Square Feet _____
 Date 8/20/2019

[illegible]



Northern Woodwork, Inc.
Complete Casework & Millwork Packages Since 1920

Date: 07/11/2019

Change Proposal

To: Meninecke-Johnson Company
Attn: Brady Hasbargen
Project: Fargo Police Department HQ
NWI Job #: 9007
Issued By: Jay Kinsman - Estimator
218-681-2305 ext. 202
jay@northernwoodworkinc.com

Regarding: Evidence Island Deduction
Deduct: \$3,150.00 including 7.5% sales tax
Includes: Deduction of island cabinets, and countertop.

No work will be performed on this change proposal until a signed and dated authorization is received by mail, fax or email.

Accepted By: _____

Date: _____

Brady Hasbargen

From: Brady Hasbargen
Sent: Tuesday, July 16, 2019 9:47 AM
To: 'Jared Jensen'
Subject: Fargo Police Department HQ

The breakdown for the island is as follows:

-\$1,248.65 Stainless steel top
-\$1,681.58 P-lam cabinets & panels
-\$ 219.77 Tax

Brady Hasbargen
Meinecke-Johnson Company
P - (701) 293-1040
F - (701) 293-8072

From: jay@northernwoodworkinc.com [mailto:jay@northernwoodworkinc.com]
Sent: Tuesday, July 16, 2019 9:31 AM
To: Brady Hasbargen <bhasbargen@meineckejohnsoncompany.com>
Cc: danielle@northernwoodworkinc.com
Subject: RE: Fargo Police Department HQ

Brady,

The breakdown for the island is as follows:

-\$1,248.65 Stainless steel top
-\$1,681.58 Plam cabinets & panels
-\$ 219.77 Tax

Jay Kinsman

Estimator

P: 218.681.2305 ext. 202

F: 218.681.2343

jay@northernwoodworkinc.com



Northern Woodwork, Inc.

Complete Casework & Millwork Packages Since 1920

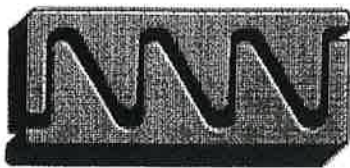
1581 Hwy 59 SE | P.O. Box 654 | Thief River Falls, MN 56701 | www.northernwoodworkinc.com

From: danielle@northernwoodworkinc.com <danielle@northernwoodworkinc.com>
Sent: Tuesday, July 16, 2019 8:49 AM
To: jay@northernwoodworkinc.com
Subject: FW: Fargo Police Department HQ

See below regarding the island unit.

Sheet No. GPD-x Increased Millwork Size In 228
 Estimator BH
 Square Feet _____
 Date 8/20/2019

[illegible]



C.O.
Northern Woodwork, Inc.
Complete Casework & Millwork Packages Since 1920

Date: 06/21/2019

Change Proposal

To: Meninecke-Johnson Company
Attn: Brady Hasbargen
Project: Fargo Police Department HQ
NWI Job #: 9007
Issued By: Jay Kinsman - Estimator
218-681-2305 ext. 202
jay@northernwoodworkinc.com

Regarding: Elevation Dimension Change
Add: \$103.00 including 7.5% sales tax
Includes: All secure storage dimension changes.

No work will be performed on this change proposal until a signed and dated authorization is received by mail, fax or email.

Accepted By: _____

Date: 6/21/19

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 008
Date of Issuance: August, 2019
Initiated By: Architect

To Contractor:

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):

☐
☐
☐

Copy:

☒ Architect
☐ Construction Mgr.
☐ Consultant
☒ Owner
☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- ☐ A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | Basis | Amount | Estimate / Fixed / Maximum |
|--|--------|----------------------------|
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- ☒ B. Provide itemized cost breakdown only (Proposal Request).
- ☐ C. Supplemental Instruction – No cost change.

Directive Description:

1. Provide cost change to provide Door 283D per attached Partial Second Level Floor Plan. \$
2. Provide cost change to replace existing door hardware at Door 100B with an Adams Rite 8800C42-US32 with cylinder for night latch function and new electric strike. \$

ADD / DEDUCT \$

ADD / DEDUCT

Days

Attachments:**Signatures:****Architect**

Shultz + Associates Architects
 612 ½ Main Avenue
 Fargo, ND 58103

Contractor

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

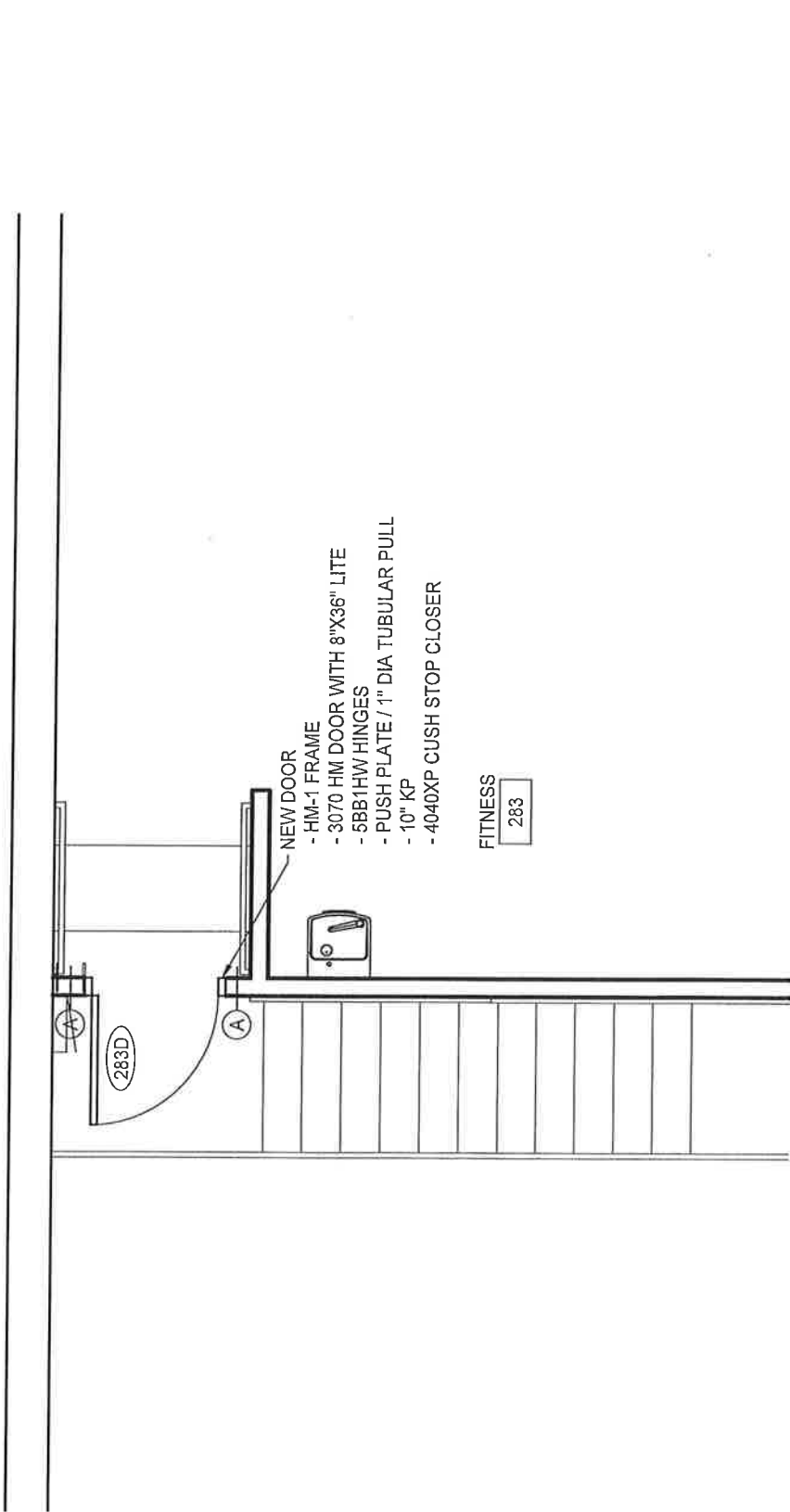
Owner (Action A only)

City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102


 By: _____ Date: 8/28/19

By: _____ Date: _____

By: _____ Date: _____



PARTIAL SECOND LEVEL FLOOR PLAN

Scale: 1/4" = 1'-0"



MEINECKE - JOHNSON COMPANY

BOX 2643

FARGO, ND 58108

701-293-1040

FAX 701-293-8072

www.meineckejohnsoncompany.com

RANDALL E. JOHNSON, CHAIRMAN
ERIC M. JOHNSON, PRESIDENT
ROGER D. OLSON, SENIOR VICE PRESIDENT
WESLEY D. LEIER, VICE PRESIDENT
BRADY J. HASBARGEN, SECRETARY
KATIE M. HASBARGEN, TREASURER

OFFICE LOCATED AT
5 NORTH FOURTEENTH ST.
FARGO, NORTH DAKOTA 58102

September 17, 2019

Shultz & Associates Architects
612-1/2 Main Avenue
Fargo, ND 58103

Attn: Mr. Jared Jensen

Re: Fargo Police Department Headquarters

Dear Jared:

Please see the attached breakdown for the cost associated with Project Directive 008 for \$6,513.00. Due to lead time for the Door and Frame 283D this work will take place in 6 - 8 weeks.

Please issue a change order at your earliest convenience.

Sincerely,

MEINECKE-JOHNSON COMPANY

Brady Hasbargen
Project Manager

BH:cj

Enclosure

GENERAL CONTRACTOR

CONSTRUCTION MANAGEMENT



CONCRETE CONTRACTOR

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 008
Date of Issuance: August, 2019
Initiated By: Architect

To Contractor:

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):

☐
☐
☐

Copy:

☒ Architect
☐ Construction Mgr.
☐ Consultant
☒ Owner
☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- ☐ A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | Basis | Amount | Estimate / Fixed / Maximum |
|--|--------|----------------------------|
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- ☒ B. Provide itemized cost breakdown only (Proposal Request).
- ☐ C. Supplemental Instruction – No cost change.

Directive Description:

1. Provide cost change to provide Door 283D per attached Partial Second Level Floor Plan. \$ 4,654.00
2. Provide cost change to replace existing door hardware at Door 100B with an Adams Rite 8800C42-US32 with cylinder for night latch function and new electric strike. ~~\$ 1,859.00~~

~~ADD~~ / DEDUCT \$ 4,654.00
 ADD / DEDUCT Days

Attachments:**Signatures:****Architect**


Shultz + Associates Architects
 612 ½ Main Avenue
 Fargo, ND 58103


Contractor

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Owner (Action A only)

City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102

By:  Date: 8/28/19

By:  Date: 9/14/19

By: _____ Date: _____

Joint Sealer #225-

2'x15" Joint Behind Column

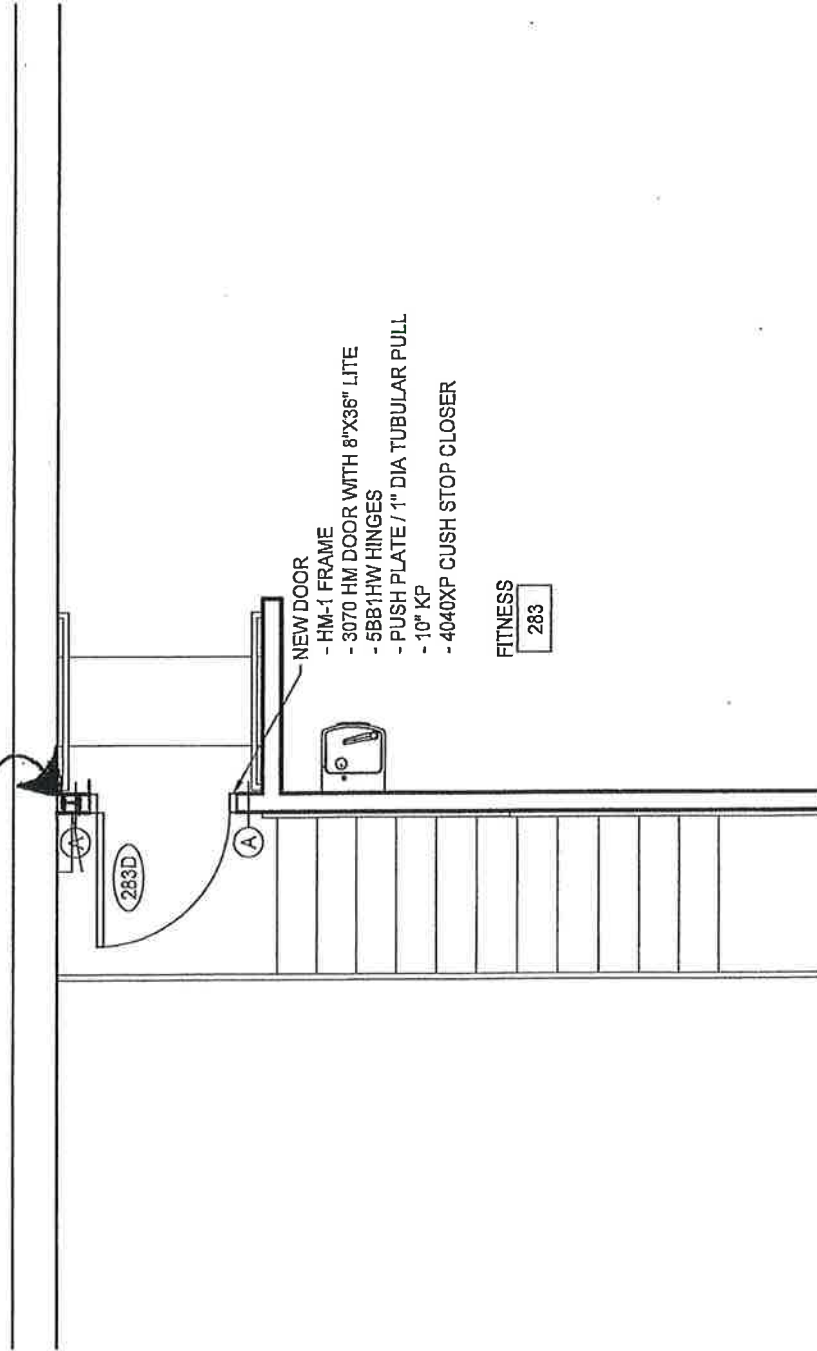
Door Frame

Joint #550-

2'x4'-6"

id Door, 3/4 Frame

Caulk
Joint



PARTIAL SECOND LEVEL FLOOR PLAN

Scale: 1/4" = 1'-0"

Sheet No. GPD 008.1

Estimator BH

Square Feet

Date 9/5/2019

[illegible]

Brady Hasbargen

From: Miller & Sons Drywall <msdrywall@midconetwork.com>
Sent: Thursday, August 29, 2019 1:36 PM
To: Brady Hasbargen
Subject: RE: Fargo PD HQ GPD-008

Brady,
This would be an add of (matl 210, labor 1010) \$1220
Please let me know if you have questions or if we should proceed.

Thanks



Travis Miller
2007 E Main Ave.
West Fargo, ND 58078
Phone: 701-282-4365
Fax: 701-282-8427

From: Brady Hasbargen <bhasbargen@meineckejohnsoncompany.com>
Sent: Thursday, August 29, 2019 8:20 AM
To: Tom Dvorak <tdvorak@tchco.com>; Miller & Sons Drywall <msdrywall@midconetwork.com>; tyler@paintfargo.com
Subject: Fargo PD HQ GPD-008

Please price the attached project directive.

Brady Hasbargen
Meinecke-Johnson Company
P - (701) 293-1040
F - (701) 293-8072

From: Jared Jensen [mailto:Jared@thearchitectfirm.com]
Sent: Wednesday, August 28, 2019 5:53 PM
To: Brady Hasbargen <bhasbargen@meineckejohnsoncompany.com>
Subject: Door Hardware

Here's the PD for the door at the mezz and the hardware at the front vestibule.

Thanks.
Jared



Twin
City
Hardware

723 Hadley Ave N
Oakdale, MN 55128
Phone 651-735-2200
Fax 651-735-1800

Change Order Request (4R)

TO: Meinecke-Johnson Company
5 North 14th St
Fargo, ND 58108

ATTN: Robert Ramberg
Phone: 701-541-4633

Email: bhasbargen@meineckejohnsoncompany.com

DATE: August 29, 2019

TCH CONTRACT NO.: CN102689

PROJECT NAME: Fargo Police Department HQ

PROJECT LOCATION: 102 25th St N

Fargo, ND 58103

The lead time for product on this change order is: xxx days upon written acceptance, which is required, to maintain quoted price, otherwise price and/or delivery date will be affected. The acceptance of this change order may or may not cause delays in your project timeline, depending on the type of change involved

Changes As Requested By Brady Hasbargen

~~DOOR 100B~~

- 1 - ADAMS RITE 8800C42-US32
- 1 - BEST MORTISE CYLINDER & CORE - KEYING INCLUDED
- 1 - ADAMS RITE 7800 SERIES ELECTRIC STRIKE

~~ADD \$1,400.00 INCLUDES TAX~~

DOOR 283D

- 1 - 6 7/8" KD HM FRAME
- 1 - 18 GAUGE HM DOOR W/ 8"x36" x 1/4" LITE KIT - GLASS BY OTHERS
- 3 - HINGES
- 1 - PUSH PLATE
- 1 - PULL PLATE
- 1 - CUSH CLOSER

ADD \$1,425.00 INCLUDES TAX

Original Contract Amount...	\$47,698.00
Change Orders Approved to Date...	\$3,141.00
Amount This Change Order...	\$2,525.00
New Contract Amount...	\$53,364.00

If you have any questions, please call me direct at 701-568-9101 or email at tdvorak@tchco.com

This Change Order must be signed by a representative of said company & returned to TCH via fax or email before additional material will be shipped or labor performed. This protects both parties and, in most cases, is required by the contract or your home office.

Accepted by _____
(COMPANY NAME)

Respectfully submitted,

Signed _____
Printed Name _____
Title _____
Date _____

TWIN CITY HARDWARE

By Tom Dvorak
Tom Dvorak

The person signing above acknowledges they are a certified representative of the above listed company with full authority to execute this change order. By signing this change order the above listed company agrees to payment of said Change Order per TCH's credit terms. The person also acknowledges that changes to scope may delay delivery dates as lead times vary based on product availability. All order information, as well as this Change Order Form, must be given to Twin City Hardware with enough time to adhere to lead time requirements, order entry time, shipping time, and workload. Failure to do so absolves Twin City Hardware of any additional costs incurred due to shipment delays. By accepting this correspondence of change, the person also accepts all terms noted on this form, or on any form related to this change, including form of said company accepting the change.

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 009
Date of Issuance: August 28, 2019
Initiated By: Architect

To Contractor:

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):

☐
☐
☐

Copy:

☒ Architect
☐ Construction Mgr.
☐ Consultant
☒ Owner
☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

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Directive Action:

- ☐ A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | Basis | Amount | Estimate / Fixed / Maximum |
|--|--------|----------------------------|
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- ☒ B. Provide itemized cost breakdown only (Proposal Request).
- ☐ C. Supplemental Instruction – No cost change.

Directive Description:

- | | |
|--|-------------|
| 1. Provide cost change to paint bollards. | \$ 982.00 |
| 2. Provide cost change to replace deteriorated existing stoops at Door 142B and Door 183B. | \$ 2,056.00 |

ADD / DEDUCT \$ 3,038.00

ADD / DEDUCT Days

Attachments:**Signatures:****Architect**

Shultz + Associates Architects
 612 ½ Main Avenue
 Fargo, ND 58103

Contractor

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Owner (Action A only)

City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102

 8/28/19
 By: Date

By: Date

By: Date

Sheet No. **GPD-x Paint Bollards**

Estimator BH

Square Feet

Date **8/20/2019**

[illegible]

Sheet No. GPD-x Remove And Replace Eastside Stoops (2x)
 Estimator BH
 Square Feet _____
 Date 8/20/2019

[illegible]

W



**Blake Brogren
Outdoor Concepts**

7015410210

6/11/19 8:44 AM

W

**\$800 per stoop includes
labor material equipment**

**Bollards \$185ea Labor and
equipment only no material**

**From Blake, Bollards are
obviously for the number of
additional..**

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 010
Date of Issuance: August 28, 2019
Initiated By: Contractor

To Contractor:

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):

☐
☐
☐

Copy:

☒ Architect
☐ Construction Mgr.
☐ Consultant
☒ Owner
☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

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| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- ☒ B. Provide itemized cost breakdown only (Proposal Request).
- ☐ C. Supplemental Instruction – No cost change.

Directive Description:

- | | |
|--|-------------|
| 1. Provide cost change to skim coat walls in Room 158 Janitor. | \$ 982.00 |
| 2. Provide cost change to infill drywall at window in Room 138 Evidence. | \$ 442.00 |
| 3. Provide cost change to extend privacy wall by 20" in Room 169 Womens Locker Room | \$ 519.00 |
| 4. Provide cost change to repair top of drywall at Room 178 Open Office | \$ 1,078.00 |
| 5. Provide cost change to provide miscellaneous drywall patches and repairs to existing walls at Rooms 100, 136, 140, 141, 149, 150, 151, and 177. | \$ 1,957.00 |

ADD / DEDUCT \$ 4,978.00

ADD / DEDUCT Days

Attachments:**Signatures:****Architect**

Shultz + Associates Architects
 612 ½ Main Avenue
 Fargo, ND 58103

Contractor

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Owner (Action A only)

City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102



8/28/19

By:

Date

By:

Date

By:

Date

Sheet No. GPD-x Skim Coat Janitor 158
Estimator BH
Square Feet _____
Date 8/20/2019

[illegible]

Brady Hasbargen

From: Miller & Sons Drywall <msdrywall@midconetwork.com>
Sent: Tuesday, July 16, 2019 7:00 AM
To: Brady Hasbargen
Subject: FPD Janitor 158

Brady,

I'm told they would like to have the janitor room 158 skimmed. The walls are in pretty rough shape. This would be an add of (matl 75, labor 645) \$740.

Please let me know if you would like us to proceed.

Thanks


Miller & Sons
DRYWALL INC.

Travis Miller
2007 E Main Ave.
West Fargo, ND 58078
Phone: 701-282-4365
Fax: 701-282-8427

Sheet No. GPD-x Conceal Window At Evidence 138
 Estimator BH
 Square Feet _____
 Date 8/20/2019

[illegible]

Brady Hasbargen

From: Miller & Sons Drywall <msdrywall@midconetwork.com>
Sent: Tuesday, April 23, 2019 4:21 PM
To: Brady Hasbargen
Subject: Rm 138 East Wall

Brady,
To infill the cavity with batt and fur out the inside with a furring stud and gyp is an add of \$100.
Please let me know if you have any questions and if we should proceed.

Thanks



Miller & Sons
DRYWALL INC.

Travis Miller

2007 E Main Ave.
West Fargo, ND 58078
Phone: 701-282-4365
Fax: 701-282-8427

Sheet No. GPD-x To Expend Privacy Wall In Women's 169
 Estimator BH
 Square Feet _____
 Date 8/20/2019

[illegible]

Brady Hasbargen

From: Miller & Sons Drywall <msdrywall@midconetwork.com>
Sent: Thursday, July 18, 2019 10:32 AM
To: Brady Hasbargen
Subject: Extending wall

Brady,
Todd needs to go back and extend a wall that is already built. I'm not sure which room but its extending a wall 20".
This will be an add of (matl 60, labor 390) \$450. Let me know if you have any questions.

Thanks


Miller & Sons
DRYWALL INC.

Travis Miller

2007 E Main Ave.
West Fargo, ND 58078
Phone: 701-282-4365
Fax: 701-282-8427

Sheet No. _____
 Estimator **BH** _____
 Square Feet _____
 Date _____ 9/18/2019

[illegible]

Ordered by Dr. G. A. 477798

Description of work	Sketch and model

[illegible]

MATERIALS/EQUIPMENT

P.O. #	Supplier	Rental Time
1	1	1

25361	same January	-	14.38
49808	Dunwell Supply	-	34.98
			96.15

MEINECKE JOHNSON CO.
FARGO, NORTH DAKOTA

PAY	
-----	--

R.D.O.		B.J.H.	
W.D.L.		ACCT	


**DRYWALL
SUPPLY**

 Remit To: DRYWALL SUPPLY, INC.
 14235 42ND STREET NE
 ST MICHAEL, MN 55376-
 Phone: (763)-255-2270

INVOICE
00146574-001

 Invoice Date: 08/21/19
 Account: MEI001 0001
 Branch: MOORHEAD
 Phone: (701)-293-1040
 Fax: (701)-293-8072
 Delivery: 00146574-001

BILL TO:
 MEINECKE-JOHNSON COMPANY
 PO BOX 2643
 FARGO ND 58108-2643

SHIP TO:
 MEINECKE-JOHNSON COMPANY
 WILL CALL

Page 1 of 1

PO: 64808		REF:		JOB:	
ORDER DATE: 08/21/19		SALES Mitchel Thom		ORDER TYPE: WILLCALL	
SHIP DATE: 08/21/19		AGENTS		ORDERED BY:	
				SHIP VIA: WillCall	
				FRT TERM:	
				AUTH CHG:	

QTY ORDERED	QTY SHIPPED	UOM	ITEM/DESCRIPTION	CONVERTED QTY	PRICE/UOM	AMOUNT
2	2	EA	38R 3/8X4X8 REGULAR	.064/MSF	310.00/MSF	19.84
1	1	EA	SSLT90 QUICK SET LITE 90 MIN 18# BAG	1/EA	8.0864/EA	8.09
1	1	EA	207A72 1-7/8X300' DMTW2300C WHITE MESH	1/EA	4.4776/EA	4.48
			SUBTOTAL			32.41
			Sales Tax		7.375%	2.39

16653

1901-99998

153

POSTED

RECEIVED

MEINECKE-JOHNSON CO.

FARGO, NORTH DAKOTA

AUG 22 2019

E.M.J.		PAY	
R.D.O.		B.J.H.	
W.D.L.		ACCT	

PAYMENT TERMS:

 1% 10 DAYS NET 30
 You may deduct 0.32 If paid by 08/31/19

 Balance **\$34.80**

34.88



Crane Johnson Lumber Co.
3300 Main Avenue
PO Box 9139
Fargo, ND 58103
PHONE: (701) 235-3131

PAGE NO 1

GUST NO: 1509	JOB NO: 001	PURCHASE ORDER: 65361	REFERENCE: PO # 65361	ORD# 194591	TERMS: 2% 10TH	CLERK: RRUUD	DATE / TIME: 8/22/19 7:40
------------------	----------------	--------------------------	--------------------------	-------------	-------------------	-----------------	------------------------------

SOLD TO:
MEINECKE JOHNSON
BOX 2643

FARGO ND 58108-2643
701-293-1040

SHIP TO:
MISC ACCOUNT

701-293-1040

TERMINAL: 568
ORDER: 194591

DEL. DATE: 8/22/19

SALESPERSON: F1 JIM NELSON
TAX: F05 FARGO - FARGO

INVOICE: 194591/1

LINE	SHIPPED	ORDERED	UM	SKU	DESCRIPTION	LOCATION	UNITS	PRICE/ PER	EXTENSION												
1	1	1	EA	JCFS90	LT WT FAST SETTING 90 MIN		1	13.81 /EA	13.81												
<div>13500 1901-99998 153 POSTED</div> <div>RECEIVED MEINECKE-JOHNSON CO. FARGO, NORTH DAKOTA AUG 23 2019</div> <table><tr><td>E.M.J.</td><td></td><td>PAY</td><td></td></tr><tr><td>R.D.O.</td><td></td><td>B.J.H.</td><td></td></tr><tr><td>W.D.L.</td><td></td><td>ACCT</td><td></td></tr></table>										E.M.J.		PAY		R.D.O.		B.J.H.		W.D.L.		ACCT	
E.M.J.		PAY																			
R.D.O.		B.J.H.																			
W.D.L.		ACCT																			
									13.53												

** AMOUNT CHARGED TO STORE ACCOUNT **
82

14.85

TAXABLE	13.81
NON-TAXABLE	0.00
SUBTOTAL	13.81

TAX AMOUNT 1.04

TOTAL 14.85

14.57



TOT WT: 0.00

1.5% per month
(18% Annual Percentage Rate) will be
charged on ALL ACCOUNTS Past Due
as a FINANCE CHARGE

Subject to Terms & Conditions as posted on
our website or in your local store

Received By

RECEIVED THE ABOVE IN GOOD CONDITION
IMPORTANT: Read terms and conditions governing
this sale at www.cranjohnson.com

Sheet No. GPD-x Misc. Drywall2
 Estimator BH
 Square Feet _____
 Date 8/20/2019

[illegible]

Brady Hasbargen

From: Miller & Sons Drywall <msdrywall@midconetwork.com>
Sent: Thursday, July 11, 2019 4:27 PM
To: Brady Hasbargen
Subject: FPD Extras 7-11-19

Brady,

Here is another batch of extras I need approval on:

Rm 149 patch hole and finish above ceiling \$210 ✓

Rm 150 5 small patches and finish above ceiling \$330 ✓

Rm 151 extend column above ceiling \$80 ✓

Rm 141 north of storage 140 finish soffit at raised ceiling \$70

Rm 136 a patch and 12" vertical patch \$230

Vest 100 skim above windows \$190

Hall 177 create new soffit out of demoed wall \$550

Total \$1660

Please let me know if you have any questions or if these are approved.

Thanks



Miller & Sons
DRYWALL INC.

Travis Miller

2007 E Main Ave.
West Fargo, ND 58078
Phone: 701-282-4365
Fax: 701-282-8427

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 011
Date of Issuance: September 17, 2019
Initiated By: Architect

To Contractor:

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):
☐

☐

☐
Copy:

☒ Architect
☐ Construction Mgr.
☐ Consultant
☒ Owner
☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- ☐ A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | Basis | Amount | Estimate / Fixed / Maximum |
|--|--------|----------------------------|
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- ☒ B. Provide itemized cost breakdown only (Proposal Request).
- ☐ C. Supplemental Instruction – No cost change.

Directive Description:

1. Provide cost change to add an electric strike to Door 150. \$ 705.00
2. ~~Provide cost change to replace rollers at Overhead Doors 192A and 194A with high-cycle solid steel sealed bearing rollers.~~ \$ 1,472.00
3. Provide cost change to replace existing entrance Doors 100A/100B with new aluminum doors, pulls, hinges, and electrified egress hardware. \$ 8,395.00

ADD / DEDUCT \$ 10,572.00 9,100

ADD / DEDUCT Days

Attachments:**Signatures:****Architect**

Shultz + Associates Architects
 612 ½ Main Avenue
 Fargo, ND 58103

Contractor

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Owner (Action A only)

City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102



By:

9/17/19

Date

By:

Date

By:

Date

Sheet No. GPD-x Add Electric Strike To Door 150
 Estimator BH
 Square Feet _____
 Date 9/17/2019

[illegible]



**Twin
City
Hardware**

723 Hadley Ave N
Oakdale, MN 55128
Phone 651-735-2200
Fax 651-735-1800

Change Order Request (5)

TO: Meinecke-Johnson Company

DATE: September 17, 2019

5 North 14th St

Fargo, ND 58108

ATTN: Robert Ramberg

Phone: 701-541-4633

TCH CONTRACT NO.: CN102689

PROJECT NAME: Fargo Police Department HQ

PROJECT LOCATION: 102 25th St N

Email: brhasbargen@meineckejohnsoncompany.com

Fargo, ND 58103

"The lead time for product on this change order is: **xxx** days upon written acceptance, which is required, to maintain quoted price, otherwise price and/or delivery date will be affected. The acceptance of this change order may or may not cause delays in your project timeline, depending on the type of change involved"

Changes As Requested By Brady Hasbargen

DOOR 150

1 - HES 1006 ELECTRIC STRIKE

1 - HES FACE PLATE

LABOR TO MODIFY FRAME FOR ELECTRIC STRIKE

ADD

\$850.00 INCLUDES TAX

Original Contract Amount...	\$47,598.00
Change Order's Approved to Date...	\$5,666.00
Amount This Change Order...	\$850.00
New Contract Amount...	\$53,914.00

If you have any questions, please call me direct at 701-666-8101 or email at tdvorak@tchco.com

This Change Order must be signed by a representative of said company & returned to TCH via fax or email before additional material will be shipped or labor performed. This protects both parties and, in most cases, is required by the contract or your home office.

Accepted by _____
(COMPANY NAME)

Respectfully submitted,

TWIN CITY HARDWARE

Signed _____
Printed Name _____

Title _____

Date _____

By Tom Dvorak

Tom Dvorak

The person signing above acknowledges they are a certified representative of the above listed company with full authority to execute this change order. By signing this change order the above listed company agrees to payment of said Change Order per TCH's credit terms. The person also acknowledges that changes to scope may delay delivery dates as lead times vary based on product availability. All order information, as well as this Change Order Form, must be given to Twin City Hardware with enough time to adhere to lead time requirements, order entry time, shipping time, and workload. Failure to do so absolves Twin City Hardware of any additional costs incurred due to shipment delays. By accepting this correspondence of change, the person also accepts all terms noted on this form, or on any form related to this change, including form of said company accepting the change.

Sheet No. GPD-x Change Rollers On O.H. Doors
 Estimator BH
 Square Feet _____
 Date 9/18/2019

[illegible]

Proposal



Twin City Garage Door
 324 Main Ave East • West Fargo, North Dakota 58078
 Bus: (701) 281-4759 • Fax: (701) 281-4592 • TR: 1-800-726-4029

PROPOSAL SUBMITTED TO Meinecke Johnson		PHONE		DATE 9/18/2019
STREET		JOB NAME Fargo Police Dept		
CITY, STATE, ZIP		JOB LOCATION		
ARCHITECT	DATE OF PLANS	Fax	JOB PHONE	

We hereby submit specifications and estimates for:

Replace all 32 existing rollers with a 3" Solid Steel Tire, Sealed Roller

Inc. Both Over Head Doors.

Installed.....\$1,350.00

We Propose hereby to furnish materials and labor - complete in accordance with above specifications, for the sum of:

PAYMENT TO BE MADE AS FOLLOWS:

All material is guaranteed to be as specified. All work to be completed in a worker-like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized
Signature

Matt Warren

Note: This proposal may be
 withdrawn by us if not accepted within 30 days.

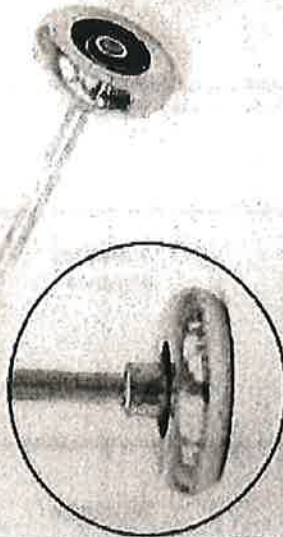
Acceptance of Proposal - The above process, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Signature: _____

3 Inch x 11 Inch
Stem Solid Steel
Roller



- Sealed Precision Bearings
- Solid Steel Tire
- 7/16-Inch Stem Diameter
- 11-Inch Stem
- For All Doors over 1900 lbs
- Quantity Pricing for 25 or More

EA \$38.45

25+ \$28.90

Sheet No. GPD-x Revise Doors & Hardware Vest. 100
Estimator BH
Square Feet _____
Date 10/2/2019

[illegible]

Brady Hasbargen

From: Terry Molter <tmolter@ruscowindowcompany.com>
Sent: Wednesday, October 2, 2019 10:46 AM
To: Brady Hasbargen
Subject: RE: Fargo PD HQ

Brady,

2- new aluminum doors and glass +\$1,750.00
 2- new medium stile doors
 1- 1" o.a. clear door light
 1- ¼" clear tempered door light

New hardware +\$4,700.00
 2- New 48" von Duprin 99 rim panics
 2- New VD QEL kits for rim panics
 3- Von Duprin power transfers
 1- Von Duprin power supply
 2- New pull handles 9" off set
 1- New sweep for exterior door

Labor and install +\$1,545.00
 2 ½ days fabrication and install

 \$7,995.00

Thanks,
Terry Molter

From: Brady Hasbargen <bhasbargen@meineckejohnsoncompany.com>
Sent: Wednesday, October 02, 2019 10:32 AM
To: Terry Molter <tmolter@ruscowindowcompany.com>
Subject: RE: Fargo PD HQ

Can you please break out the hardware also.

Brady Hasbargen
Meinecke-Johnson Company
P - (701) 293-1040
F - (701) 293-8072

From: Terry Molter [<mailto:tmolter@ruscowindowcompany.com>]
Sent: Wednesday, October 2, 2019 8:50 AM
To: Brady Hasbargen <bhasbargen@meineckejohnsoncompany.com>
Subject: RE: Fargo PD HQ

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 012
Date of Issuance: September 18, 2019
Initiated By: Architect

To Contractor:

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):

☐
☐
☐

Copy:

☒ Architect
☐ Construction Mgr.
☐ Consultant
☒ Owner
☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

Directive Action:

- ☐ A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | Basis | Amount | Estimate / Fixed / Maximum |
|--|--------|----------------------------|
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- ☒ B. Provide itemized cost breakdown only (Proposal Request).
- ☐ C. Supplemental Instruction – No cost change.

Directive Description:

- | | | |
|---|----|--------|
| 1. Provide cost change to grind down existing floor bulge near Door 100B. | \$ | 500.00 |
| 2. Provide cost change to add ACT ceiling to Rooms 157 & 158. | \$ | 593.00 |
| 3. Provide cost change to add VCT flooring to Room 158 Janitor. | \$ | 315.00 |
| 4. Provide cost change to add handrail to ramp at Room 283 Fitness. | \$ | 829.00 |

ADD / DEDUCT \$ 2,237.00

ADD / DEDUCT Days

Attachments:**Signatures:****Architect**

Shultz + Associates Architects
 612 ½ Main Avenue
 Fargo, ND 58103

Contractor

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Owner (Action A only)

City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102



By:

9/18/19
 Date

By:

Date

By:

Date

Sheet No. GPD-X Grind Hump Out Of Concrete Floor rm 101
 Estimator BH
 Square Feet
 Date 9/18/2019

[illegible]

Sheet No. GPD-x Additional ACT Ceiling In Rms 157 & 158
 Estimator BH
 Square Feet _____
 Date 8/20/2019

[illegible]

Jared Jensen

From: Brady Hasbargen <bhasbargen@meineckejohnsoncompany.com>
Sent: Thursday, October 3, 2019 4:47 PM
To: Jared Jensen
Subject: Fargo PD

Follow Up Flag: Follow up
Flag Status: Completed

Jared,
\$315.00 to install vct in the Janitors closet.

Brady Hasbargen
Meinecke-Johnson Company
P - (701) 293-1040
F - (701) 293-8072

From: Sarah Reimers [mailto:sarah@elite-industriesllc.com]
Sent: Thursday, October 3, 2019 4:46 PM
To: Brady Hasbargen <bhasbargen@meineckejohnsoncompany.com>
Subject: Re: Fargo PD

\$300 with vinyl base material and labor

On Oct 3, 2019, at 4:41 PM, Brady Hasbargen <bhasbargen@meineckejohnsoncompany.com> wrote:

Including base?

Brady Hasbargen
Meinecke-Johnson Company
P - (701) 293-1040
F - (701) 293-8072

From: Sarah Reimers [mailto:sarah@elite-industriesllc.com]
Sent: Thursday, October 3, 2019 4:40 PM
To: Brady Hasbargen <bhasbargen@meineckejohnsoncompany.com>
Subject: Re: Fargo PD

\$250

On Oct 3, 2019, at 4:39 PM, Brady Hasbargen <bhasbargen@meineckejohnsoncompany.com> wrote:

Can you sent me a price?

Brady Hasbargen

Meinecke-Johnson Company
P - (701) 293-1040
F - (701) 293-8072

From: Sarah Reimers [<mailto:sarah@elite-industriesllc.com>]
Sent: Thursday, October 3, 2019 4:39 PM
To: Brady Hasbargen <bhasbargen@meineckejohnsoncompany.com>
Subject: Re: Fargo PD

Ok, I will have Taylor get to it right away next week.

On Oct 3, 2019, at 4:33 PM, Brady Hasbargen
<bhasbargen@meineckejohnsoncompany.com> wrote:

The color you have in your warehouse. White, tan, blue... It's a janitors closet.

Brady Hasbargen
Meinecke-Johnson Company
P - (701) 293-1040
F - (701) 293-8072

From: Sarah Reimers [<mailto:sarah@elite-industriesllc.com>]
Sent: Thursday, October 3, 2019 4:32 PM
To: Brady Hasbargen <bhasbargen@meineckejohnsoncompany.com>
Subject: Re: Fargo PD

Brady,

Is there a specific VCT color you would like? We have a couple options on hand and some time available tomorrow.

Let me know what would work. Thank you!

Sarah Reimers
Operations Manager

Elite Industries LLC
3332 4th Ave South Suite C
Fargo, ND 58103
701-793-7513

On Oct 1, 2019, at 4:49 PM, Brady Hasbargen
<bhasbargen@meineckejohnsoncompany.com>
wrote:

I need a price to put VCT in janitor 158.

Brady Hasbargen
Meinecke-Johnson Company
P - (701) 293-1040
F - (701) 293-8072

Sheet No. GPD-x Additional Hand Rail At Fitness 283
 Estimator BH
 Square Feet _____
 Date 8/20/2019

[illegible]



Red River Fabricating, Inc.

109 8th Ave. NW, West Fargo, ND 58078 P:701-282-7590 F:701-282-7591

To: Brady Hasbargen @ Meinecke Johnson

From: Jill Gilleland

05-30-19

Project: Fargo Dept. HQ, Fargo, ND

Change Order #2

RRF Job#R19-009

MJ Job# 1901-42250

Material as described below (Material Only):

- 1.) Add (Qty: 1) Primed Steel 1-Line Floor Mounted Handrail at Stair #282 Ramp.

Change Order # 2 Total: \$305+ TAX

Qualifications:

1. Prices good for 10 days, terms net 30 days & NO retainage.
2. All qualifications of project's original quotation apply.
3. Please contact Joel Shafer (joel@rrfab.com) with any questions.

Please note that I must receive a hard-copy confirmation of acceptance of this change order before we can proceed with it.

Please send to: jill@rrfab.com or fax: (701) 282-7591

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 013
Date of Issuance: September 18, 2019
Initiated By: Architect

To Contractor:

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):

☐
☐
☐

Copy:

☒ Architect
☐ Construction Mgr.
☐ Consultant
☒ Owner
☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

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Directive Action:

- ☐ A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | Basis | Amount | Estimate / Fixed / Maximum |
|--|--------|----------------------------|
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- ☒ B. Provide itemized cost breakdown only (Proposal Request).
- ☐ C. Supplemental Instruction – No cost change.

Directive Description:

- | | |
|--------------------------------|-------------|
| 1. Void GPD 001. | \$ 2,600.00 |
| 2. O&P Correction for GPD 004. | \$ 432.00 |

ADD / ~~DEDUCT~~ \$ 3,032.00

ADD / ~~DEDUCT~~ Days

Attachments:**Signatures:****Architect**

Shultz + Associates Architects
 612 ½ Main Avenue
 Fargo, ND 58103

Contractor

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Owner (Action A only)

City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102



9/18/19
 Date

By:

Date

By:

Date

Project Directive

Project No: 1826
Project: Fargo Police Department HQ

Directive No: GPD 014
Date of Issuance: November 19, 2019
Initiated By: Architect

To Contractor:

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Other Contractor(s):

☐
☐
☐

Copy:

☒ Architect
☐ Construction Mgr.
☐ Consultant
☒ Owner
☐

Please submit an itemized proposal for changes in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal within **seven** days, or notify the Architect in writing of the date on which you anticipate submitting your proposal.

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Directive Action:

- ☐ A. Proceed with work described below and provide cost breakdown as follows (Change Directive):
- | Basis | Amount | Estimate / Fixed / Maximum |
|--|--------|----------------------------|
| <input type="checkbox"/> Cost Plus Mark-Up | \$ | |
| <input type="checkbox"/> Lump Sum | \$ | |
| <input type="checkbox"/> Unit Price | \$ | per |
- ☒ B. Provide itemized cost breakdown only (Proposal Request).
- ☐ C. Supplemental Instruction -- No cost change.

Directive Description:

1. Provide cost change to omit carpet installation in Room 166 Men's Locker where carpet \$ (492.00) tile is already existing. Carpet material, if already on hand, to be provided as attic stock.

~~ADD /~~ DEDUCT \$ (492.00)

~~ADD /~~ DEDUCT _____ Days

Attachments:**Signatures:****Architect**

Shultz + Associates Architects
 612 ½ Main Avenue
 Fargo, ND 58103

Contractor

Meinecke-Johnson Company
 5 North 14th Street
 Fargo, ND 58102

Owner (Action A only)

City of Fargo
 Fargo Police Department
 225 4th Street North
 Fargo, ND 58102

 11/19/19
 By: _____ Date

By: _____ Date

By: _____ Date

Sheet No. GPD-014 Omit Install Of Carpet Rm. 116
Estimator BH
Square Feet _____
Date 12/12/2019

[illegible]

December 4th, 2019



ELITE INDUSTRIES, LLC

FLOORING, TILE WORK, AND ACOUSTICAL

3332 4th Ave S #C
Fargo, ND 58103
701-412-4478

TO
Estimating

Project:
FPD

96000 FLOORING-

omit room 166 labor

\$468.00

*144yds @ \$3.25

JEREMY STETZ
PRESIDENT

Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

Agent Signature _____ Date of Acceptance _____

jeremy@elite-industriesllc.com

30

December 11, 2019

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

Re: Approval of Encroachment Removal Agreements
Main Avenue Reconstruction Project – Broadway to University Drive
City of Fargo Improvement District No. BR-19-A
NDDOT Project No. CPU-NHU-8-010(041)939

Dear Commissioners:

I have attached two (2) Encroachment Removal Agreements for your approval as part of the reconstruction project on Main Avenue slated for 2020 between Broadway and University Drive. One property owner, Block 6 Apartments, LLP, has two existing basement encroachments that extend into the street right of way at 616 Main Avenue, and the other property owner, Fancy Land, LLC, 714 Main Avenue, has existing window openings in his foundation that will need to be sealed off during our construction project. Both property owners have agreed to remove their encroachments concurrent with our reconstruction project.

Recommended Motion

Approve the two Encroachment Removal Agreements as part of the Main Avenue reconstruction project slated for 2020.

Sincerely,



Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

Attachments

Encroachment Removal Agreement

THIS AGREEMENT, made and entered into by and between the City of Fargo, North Dakota, a municipal corporation (hereinafter “City” or “Fargo”) and Block 6 Apartments, LLP, a North Dakota Limited Liability Partnership (hereafter “Owner” or “Block 6”).

WHEREAS, Block 6 is the present owner of the following described properties:

Lots 8 and 9, Block 6 of the original plat of The Town of Fargo, Cass County, North Dakota

Street Address: 616 Main Avenue

WHEREAS, Fargo, in conjunction with the North Dakota Department of Transportation, is undertaking a reconstruction project on Main Avenue in the city of Fargo (Main Avenue Project – City of Fargo Improvement District No. BR-19-A, NDDOT Project Number CPU-NHU-8-010 (041) 939; and

WHEREAS, in preparation for the Main Avenue Project, City inspected the properties adjacent to the city right of way and as a result of such inspection, a basement encroachment was detected on Owner’s property, including infrastructure supporting the building’s operations (hereinafter “Encroachments”). The Encroachments consist of two (2) semi-circle rooms extending under the existing right of way, 25’ wide with a 10’ radius, and various infrastructure associated with the adjacent buildings; and

WHEREAS, Owner and Fargo wish to enter into this agreement for the removal of the elements of the encroachment, and in exchange for this cost share agreement for the costs of removal, a firm timeline for completion of the work, and access to the property for purposes of inspection and construction as necessary; and

WHEREAS, the parties wish to set forth the terms of their agreement in writing.

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

1. Property Description. Owner owns the properties located at:

616 and 618 Main Ave - Lots 8 and 9, Block 6 of the original plat of The Town of Fargo, Cass County, North Dakota.

(Hereinafter "Properties").

2. Encroachment Elements. Owner's properties encroach on the City right of way, consisting of one or more of the following elements:

Water and/or heating/cooling lines which consist of asbestos containing material
Fire Suppression facilities
Electrical
HVAC
Plumbing
Foundation openings (doors and windows)

(hereinafter "Encroachment Elements").

3. Reconstruction Project. Owner understands and agrees that the Encroachment Elements conflict with plans for Phase 2 of the Main Avenue Project and must be removed prior to the Phase 2 work being commenced. Owner understands and agrees that all work must be completed, except that which will be completed upon the removal of the sidewalk, on or before March 1, 2020.

4. Schedule. Owner further understands and agrees that it is responsible to undertake the work necessary for the removal of the Encroachment Elements. Owner agrees to abide by the following schedule to ensure that the work will be completed in a timely manner and will not interfere with the progression of the Main Avenue Project:

Cost estimate and contractor secured: November 15, 2019

Schedule of completion: November 15, 2019

Asbestos removal completed (if any): December 31, 2019

A copy of the asbestos inspection report must be provided to City on or before January 15, 2020.

Fire suppression modifications completion: January 31, 2020

Openings Walled Off: 7 calendar days after exposure of the encroachment by road contractor (estimated in the month of April), excepting weather delays or other unforeseen circumstances, as agreed to by the parties.

Foundation Secured.

City shall notify Owner at least 14 days prior to commencement of sidewalk removal that shall result in the exposure of the Encroachment Elements.

5. Petition for Assessment. Owner petitions City to create a special improvement district to include the above-referenced properties and to assess the agreed Encroachment Removal costs for the work to be completed which is in the right-of-way adjacent to the Properties, and to assess the costs of such construction/repair. Owner hereby waives all objections or protest to the assessment, if any.

6. Cost Share Agreement and Assessment. Provided Owner completes the work in a timely manner, City of Fargo will assume responsibility for **80%** of the cost of the repairs up to a maximum of **\$16,000.00** per Encroachment in City funds. The balance of the costs are the responsibility of the Owner and will be assessed against the properties over a period of ten (10) years, with interest at a rate of 5% per annum.

7. City to Complete and Assess. Owner and City understand and agree that if Owner fails to complete the work on or before March 1, 2020, except for that portion to be completed upon removal of the existing sidewalk, City may contract to complete the work as necessary. City shall assume responsibility for **50%** of the cost of the work to be completed in the right of way, up to a maximum of **\$16,000** per Encroachment. The balance of the costs are the responsibility of the Owner and the Properties shall be assessed the remaining costs, for a period of ten (10) years, with interest at a rate of 5% per annum.

8. Access. Owner does hereby release to City the right to enter upon and to have the right of access to Owner's properties for the purpose of completing any of the work necessary to remove the Encroachment Elements and secure the foundation necessary for the Main Avenue Replacement project. The City agrees to indemnify and hold Owner harmless from any and all claims, demands, or suits that may result from City's use of the property arising out of this agreement for entry and right of access agreement.

9. Severability. If any Court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

10. Successors. The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

11. Applicable Law. This Agreement will be construed in accordance with and governed by North Dakota law.

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

13. Interpretation. This Agreement will be construed as if prepared by both parties.
14. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
15. Recording. The parties agree that this Agreement may be recorded.
16. Effective Date. This Agreement will become effective on the date of execution by the last party to sign.

Dated this 29 day of Oct., 2019.

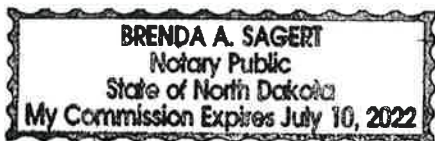
**Block 6 Apartments, LLP, a North
Dakota Limited Liability Partnership**




David P. Campbell, Managing Partner

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

On this 29th day of October, 2019, before me, a notary public in and for said county and state, personally appeared David P. Campbell, the person described in and who has executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



(SEAL)



Notary Public
Cass County, North Dakota

Dated this _____ day of _____, 2019.

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

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

The legal description was prepared by:
Brent Wacha
City of Fargo
225 4th Street North
Fargo, ND 58102

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

Encroachment Removal Agreement

THIS AGREEMENT, made and entered into by and between the City of Fargo, North Dakota, a municipal corporation (hereinafter "City" or "Fargo") and Block 6 Apartments, LLP, a North Dakota Limited Liability Partnership (hereafter "Owner" or "Block 6").

WHEREAS, Block 6 is the present owner of the following described properties:

Lots 8 and 9, Block 6 of the original plat of The Town of Fargo, Cass County, North Dakota

Street Address: 616 Main Avenue

WHEREAS, Fargo, in conjunction with the North Dakota Department of Transportation, is undertaking a reconstruction project on Main Avenue in the city of Fargo (Main Avenue Project – City of Fargo Improvement District No. BR-19-A, NDDOT Project Number CPU-NHU-8-010 (041) 939; and

WHEREAS, in preparation for the Main Avenue Project, City inspected the properties adjacent to the city right of way and as a result of such inspection, a basement encroachment was detected on Owner's property, including infrastructure supporting the building's operations (hereinafter "Encroachments"). The Encroachments consist of two (2) semi-circle rooms extending under the existing right of way, 25' wide with a 10' radius, and various infrastructure associated with the adjacent buildings; and

WHEREAS, Owner and Fargo wish to enter into this agreement for the removal of the elements of the encroachment, and in exchange for this cost share agreement for the costs of removal, a firm timeline for completion of the work, and access to the property for purposes of inspection and construction as necessary; and

WHEREAS, the parties wish to set forth the terms of their agreement in writing.

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

1. Property Description. Owner owns the properties located at:

616 and 618 Main Ave - Lots 8 and 9, Block 6 of the original plat of The Town of Fargo, Cass County, North Dakota.

(Hereinafter "Properties").

2. Encroachment Elements. Owner's properties encroach on the City right of way, consisting of one or more of the following elements:

Water and/or heating/cooling lines which consist of asbestos containing material
Fire Suppression facilities
Electrical
HVAC
Plumbing
Foundation openings (doors and windows)

(hereinafter "Encroachment Elements").

3. Reconstruction Project. Owner understands and agrees that the Encroachment Elements conflict with plans for Phase 2 of the Main Avenue Project and must be removed prior to the Phase 2 work being commenced. Owner understands and agrees that all work must be completed, except that which will be completed upon the removal of the sidewalk, on or before March 1, 2020.

4. Schedule. Owner further understands and agrees that it is responsible to undertake the work necessary for the removal of the Encroachment Elements. Owner agrees to abide by the following schedule to ensure that the work will be completed in a timely manner and will not interfere with the progression of the Main Avenue Project:

Cost estimate and contractor secured: November 15, 2019

Schedule of completion: November 15, 2019

Asbestos removal completed (if any): December 31, 2019

A copy of the asbestos inspection report must be provided to City on or before January 15, 2020.

Fire suppression modifications completion: January 31, 2020

Openings Walled Off: 7 calendar days after exposure of the encroachment by road contractor (estimated in the month of April), excepting weather delays or other unforeseen circumstances, as agreed to by the parties.

Foundation Secured.

City shall notify Owner at least 14 days prior to commencement of sidewalk removal that shall result in the exposure of the Encroachment Elements.

5. Petition for Assessment. Owner petitions City to create a special improvement district to include the above-referenced properties and to assess the agreed Encroachment Removal costs for the work to be completed which is in the right-of-way adjacent to the Properties, and to assess the costs of such construction/repair. Owner hereby waives all objections or protest to the assessment, if any.

6. Cost Share Agreement and Assessment. Provided Owner completes the work in a timely manner, City of Fargo will assume responsibility for **80%** of the cost of the repairs up to a maximum of **\$16,000.00** per Encroachment in City funds. The balance of the costs are the responsibility of the Owner and will be assessed against the properties over a period of ten (10) years, with interest at a rate of 5% per annum.

7. City to Complete and Assess. Owner and City understand and agree that if Owner fails to complete the work on or before March 1, 2020, except for that portion to be completed upon removal of the existing sidewalk, City may contract to complete the work as necessary. City shall assume responsibility for **50%** of the cost of the work to be completed in the right of way, up to a maximum of **\$16,000** per Encroachment. The balance of the costs are the responsibility of the Owner and the Properties shall be assessed the remaining costs, for a period of ten (10) years, with interest at a rate of 5% per annum.

8. Access. Owner does hereby release to City the right to enter upon and to have the right of access to Owner's properties for the purpose of completing any of the work necessary to remove the Encroachment Elements and secure the foundation necessary for the Main Avenue Replacement project. The City agrees to indemnify and hold Owner harmless from any and all claims, demands, or suits that may result from City's use of the property arising out of this agreement for entry and right of access agreement.

9. Severability. If any Court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

10. Successors. The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

11. Applicable Law. This Agreement will be construed in accordance with and governed by North Dakota law.

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

13. Interpretation. This Agreement will be construed as if prepared by both parties.
14. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
15. Recording. The parties agree that this Agreement may be recorded.
16. Effective Date. This Agreement will become effective on the date of execution by the last party to sign.

Dated this 29 day of Oct., 2019.

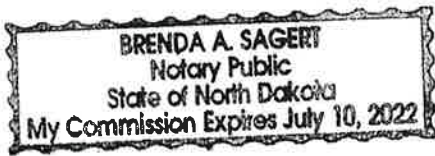
**Block 6 Apartments, LLP, a North
Dakota Limited Liability Partnership**



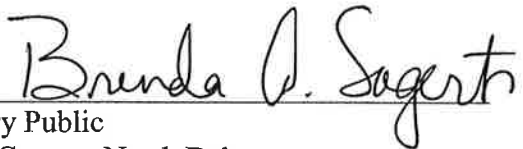
David P. Campbell, Managing Partner

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

On this 29th day of October, 2019, before me, a notary public in and for said county and state, personally appeared David P. Campbell, the person described in and who has executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.



(SEAL)



Notary Public
Cass County, North Dakota

Dated this ____ day of _____, 2019.

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

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

The legal description was prepared by:
Brent Wacha
City of Fargo
225 4th Street North
Fargo, ND 58102

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

Encroachment Removal Agreement

THIS AGREEMENT, made and entered into by and between the City of Fargo, North Dakota, a municipal corporation (hereinafter “City” or “Fargo”) and Fancy Land, LLC, a North Dakota Limited Liability Company (hereafter “Owner” or “Fancy Land”).

WHEREAS, Fancy Land is the present owner of the following described properties:

Lot 7, Block 7 of the original plat of The Town of Fargo, Cass County, North Dakota.

Street Address: 714 Main Avenue.

WHEREAS, Fargo, in conjunction with the North Dakota Department of Transportation, is undertaking a reconstruction project on Main Avenue in the city of Fargo (Main Avenue Project – City of Fargo Improvement District No. BR-19-A, NDDOT Project Number CPU-NHU-8-010(041)939; and

WHEREAS, in preparation for the Main Avenue Project, City inspected the properties adjacent to the city right of way and as a result of such inspection, a basement encroachment was detected on Owner’s property (hereinafter “Encroachment”). The Encroachment consist of an approximately 3’ x 4’ opening on the north wall of 714 Main Avenue that extends under the sidewalk; and

WHEREAS, Owner and Fargo wish to enter into this agreement for the removal of the Encroachment, and in exchange for this cost share agreement for the costs of removal, a firm timeline for completion of the work, and access to the property for purposes of inspection and construction as necessary; and

WHEREAS, the parties wish to set forth the terms of their agreement in writing.

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

1. Property Description. Owner owns the property located at:

Lot 7, Block 7 of the original plat of The Town of Fargo, Cass County, North Dakota.

Street Address: 714 Main Avenue.

(Hereinafter "Property").

2. Encroachment Elements. Owner's Property encroaches on the City right of way, consisting of the following element:

Foundation openings (doors and windows)

(hereinafter "Encroachment Element").

3. Reconstruction Project. Owner understands and agrees that the Encroachment Element conflict with plans for Phase 2 of the Main Avenue Project and must be removed prior to the Phase 2 work being commenced.

4. Schedule. Owner further understands and agrees that it is responsible to undertake the work necessary for the removal of the Encroachment Element:

Opening Walled Off: 7 calendar days after exposure of the Encroachment by road contractor (estimated in the month of April, 2020), excepting weather delays or other unforeseen circumstances, as agreed to by the parties.

Foundation Secured

City shall notify Owner at least 14 days prior to commencement of sidewalk removal that shall result in the exposure of the Encroachment..

5. Petition for Assessment. Owner petitions City to create a special improvement district to include the above-referenced property and to assess the agreed Encroachment Removal costs for the work to be completed which is in the right-of-way adjacent to the Property, and to assess the costs of such construction/repair. Owner hereby waives all objections or protest to the assessment, if any.

6. Cost Share Agreement and Assessment. Provided Owner completes the work in a timely manner, City of Fargo will assume responsibility for **80%** of the cost of the repairs up to a maximum of **\$16,000.00 in City funds**. The balance of the costs will be assessed against the properties over a period of ten (10) years, with interest at a rate of 5% per annum.

7. City to Complete and Assess. Owner and City understand and agree that if Owner fails to complete the work in a timely and appropriate manner, City may contract to complete the

work as necessary. City shall assume responsibility for **50%** of the cost of the work to be completed in the right of way, up to a maximum of **\$16,000**, and the Property shall be assessed the remaining costs, for a period of ten (10) years, with interest at a rate of 5% per annum.

8. Access. Owner does hereby release to City the right to enter upon and to have the right of access to Owner's property for the purpose of completing any of the work necessary to remove the Encroachment and secure the foundation necessary for the Main Avenue Replacement project. The City agrees to indemnify and hold Owner harmless from any and all claims, demands, or suits that may result from City's use of the property arising out of this agreement for entry and right of access agreement.

9. Severability. If any Court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

10. Successors. The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

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13. Interpretation. This Agreement will be construed as if prepared by both parties.

14. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

15. Recording. The parties agree that this Agreement may be recorded.

16. Effective Date. This Agreement will become effective on the date of execution by the last party to sign.

Dated this ____ day of ____, 2019.

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

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of ____, 2019, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

The legal description was prepared by:
Brent Wacha
City of Fargo
225 4th Street North
Fargo, ND 58102

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

Encroachment Removal Agreement

THIS AGREEMENT, made and entered into by and between the City of Fargo, North Dakota, a municipal corporation (hereinafter “City” or “Fargo”) and Fancy Land, LLC, a North Dakota Limited Liability Company (hereafter “Owner” or “Fancy Land”).

WHEREAS, Fancy Land is the present owner of the following described properties:

Lot 7, Block 7 of the original plat of The Town of Fargo, Cass County, North Dakota.

Street Address: 714 Main Avenue.

WHEREAS, Fargo, in conjunction with the North Dakota Department of Transportation, is undertaking a reconstruction project on Main Avenue in the city of Fargo (Main Avenue Project – City of Fargo Improvement District No. BR-19-A, NDDOT Project Number CPU-NHU-8-010(041)939; and

WHEREAS, in preparation for the Main Avenue Project, City inspected the properties adjacent to the city right of way and as a result of such inspection, a basement encroachment was detected on Owner’s property (hereinafter “Encroachment”). The Encroachment consist of an approximately 3’ x 4’ opening on the north wall of 714 Main Avenue that extends under the sidewalk; and

WHEREAS, Owner and Fargo wish to enter into this agreement for the removal of the Encroachment, and in exchange for this cost share agreement for the costs of removal, a firm timeline for completion of the work, and access to the property for purposes of inspection and construction as necessary; and

WHEREAS, the parties wish to set forth the terms of their agreement in writing.

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

1. Property Description. Owner owns the property located at:

Lot 7, Block 7 of the original plat of The Town of Fargo, Cass County, North Dakota.

Street Address: 714 Main Avenue.

(Hereinafter "Property").

2. Encroachment Elements. Owner's Property encroaches on the City right of way, consisting of the following element:

Foundation openings (doors and windows)

(hereinafter "Encroachment Element").

3. Reconstruction Project. Owner understands and agrees that the Encroachment Element conflict with plans for Phase 2 of the Main Avenue Project and must be removed prior to the Phase 2 work being commenced.

4. Schedule. Owner further understands and agrees that it is responsible to undertake the work necessary for the removal of the Encroachment Element:

Opening Walled Off: 7 calendar days after exposure of the Encroachment by road contractor (estimated in the month of April, 2020), excepting weather delays or other unforeseen circumstances, as agreed to by the parties.

Foundation Secured

City shall notify Owner at least 14 days prior to commencement of sidewalk removal that shall result in the exposure of the Encroachment..

5. Petition for Assessment. Owner petitions City to create a special improvement district to include the above-referenced property and to assess the agreed Encroachment Removal costs for the work to be completed which is in the right-of-way adjacent to the Property, and to assess the costs of such construction/repair. Owner hereby waives all objections or protest to the assessment, if any.

6. Cost Share Agreement and Assessment. Provided Owner completes the work in a timely manner, City of Fargo will assume responsibility for 80% of the cost of the repairs up to a maximum of \$16,000.00 in City funds. The balance of the costs will be assessed against the properties over a period of ten (10) years, with interest at a rate of 5% per annum.

7. City to Complete and Assess. Owner and City understand and agree that if Owner fails to complete the work in a timely and appropriate manner, City may contract to complete the

work as necessary. City shall assume responsibility for **50%** of the cost of the work to be completed in the right of way, up to a maximum of **\$16,000**, and the Property shall be assessed the remaining costs, for a period of ten (10) years, with interest at a rate of 5% per annum.

8. Access. Owner does hereby release to City the right to enter upon and to have the right of access to Owner's property for the purpose of completing any of the work necessary to remove the Encroachment and secure the foundation necessary for the Main Avenue Replacement project. The City agrees to indemnify and hold Owner harmless from any and all claims, demands, or suits that may result from City's use of the property arising out of this agreement for entry and right of access agreement.

9. Severability. If any Court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

10. Successors. The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

11. Applicable Law. This Agreement will be construed in accordance with and governed by North Dakota law.

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

13. Interpretation. This Agreement will be construed as if prepared by both parties.

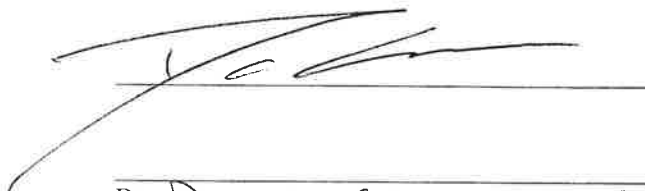
14. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

15. Recording. The parties agree that this Agreement may be recorded.

16. Effective Date. This Agreement will become effective on the date of execution by the last party to sign.

Dated this 22 day of Nov, 2019.

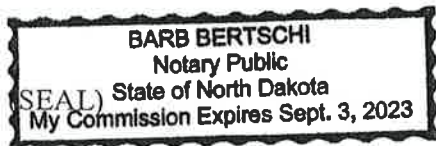
Fancy Land, LLC, a North
Dakota Limited Liability Company



By: DONALD GOLDAMMER (OWNER)

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

On this 22 day of NOV, 2019, before me, a notary public in and for said county and state, personally appeared Donald Goldammer person described in and who has executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.




Notary Public
Cass County, North Dakota

Dated this ____ day of _____, 2019.

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

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 2019, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

The legal description was prepared by:
Brent Wacha
City of Fargo
225 4th Street North
Fargo, ND 58102

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(31)

Improvement District No. BR-19-A1 Type: Building Encroachment Removal Agreement
Main Avenue Reconstruction

Location: 608 Main Avenue

Date of Hearing: 12/9/2019

Routing Date
City Commission 12/16/2019
PWPEC File X
Project File Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a request from the property owner at 608 Main Avenue, for the City to assist in covering the costs associated with the removal of his encroachment at 608 Main Avenue.

His property is a combination of two buildings, sharing a wall, and is viewed having two separate basement encroachments. Included in these two encroachments is five foundation openings (four windows and a door) that need to be sealed/blocked off and his main water supply line into the building with the City meter will need to be relocated as well. Engineering estimates the cost to cure these encroachments will be around \$15,000-25,000.

The NDDOT has opened bids for this project and is awaiting our Certification of Right of Way. Upon approval of this agreement, we can concur with the low bidder on the project. Staff is recommending we cover 100% of the costs to cure his encroachments, up to a maximum of \$16,000/encroachment.

On a motion by Ben Dow, seconded by Bruce Grubb, the Committee voted to recommend following policy on encroachment removal and pay the cost to cure the encroachment up to \$16,000/encroachment.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Encroachment Removal Agreement with 608 Main Avenue, LLP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Infrastructure Sales Tax

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

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Nicole Crutchfield, Director of Planning

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Steve Dirksen, Fire Chief

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Bruce Grubb, City Administrator

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Ben Dow, Director of Operations

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Steve Sprague, City Auditor

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Brenda Derrig, City Engineer

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Kent Costin, Finance Director

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ATTEST:



Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer - Transportation

Date: December 9, 2019

Re: Request to Vary from Policy on Basement Encroachment Removal Cost Sharing
608 Main Avenue
Main Avenue Street Reconstruction Project
Improvement District No. BR-19-A1

If you recall, we discussed updating our policy on cost sharing for building (basement) encroachment removal in April of this year. The cost share before that time used to be 50/50 public/private, and PWPEC recommended an 80/20 share moving forward at that meeting, with a maximum city participation at \$16,000 per encroachment. I have used this policy for three property owners on Main Avenue and two of the three have signed agreements based on this cost share, one has not. The remaining property owner, Joel Jaeger of 608 Main Avenue LLC, would like to request the city pick up 100% of the costs associated with his basement and foundation openings. His property is a combination of two buildings, sharing a wall, and is viewed having two separate basement encroachments. He leases out the main floor retail to Kittsona and Fargo Mattress, which would be the 4th and 5th lots west of Broadway on the south side (see location map).



I have had multiple discussions with the property owner and he has mentioned that he has other properties in the Special Assessment District and that he isn't looking forward to these additional assessments to his properties. He owns the following properties with the estimated Special Assessment amounts as a result of the Main Avenue reconstruction project:

16 8th St S -	\$ 1,400
17 8th St S -	\$ 1,840
18 8th St S -	\$ 1,540
21 8th St S -	\$ 6,120
303 Broadway N -	\$ 1,394
608/610 Main Ave -	\$22,125
814 Main Ave -	\$44,250
825 1 st Ave S -	\$ 8,400
811 1 st Ave S -	\$ 2,800
Total	\$89,869

He adds that collectively the property taxes are up about 50% the last several years and he expects the project to put a couple of his tenants out of business due to traffic interruption. He states that with Main Avenue being a state highway that he expected much less financial impact to property owners based on what was shared in the early meetings.

In total, between his two encroachments, he has five foundation openings (four windows and a door) that need to be sealed/blocked off, and his main water supply line into the building with the City meter will need to be relocated as well. I would estimate the cost to cure these encroachments will be around the \$15-25k in total.

The NDDOT has opened bids for this project and is awaiting our Certification of Right of Way. Once we come to terms with this property owner, we can do that and concur with low bidder on the project.

Knowing that this property owner has nine properties in the Assessment District at an estimated cost of \$90,000, I would recommend that we cover 100% of the costs to cure his encroachments. The additional City funds to accomplish this request, in the worst case scenario, would be \$5000. The alternative route to this is to go down the legal route on the eminent domain front and proceed that way, which no one supports in Engineering for this amount. I look forward to the discussion on this matter.

Recommended Motion

I recommend that we fully cover the costs to remove the existing basement encroachments at 608 Main Avenue.

Encroachment Removal Agreement

THIS AGREEMENT, made and entered into by and between the City of Fargo, North Dakota, a municipal corporation (hereinafter “City” or “Fargo”) and 608 Main Ave, LLC, a North Dakota Limited Liability Company (hereafter “Owner” or “608 Main”).

WHEREAS, 608 Main is the present owner of the following described properties:

Lots 4 and 5, Block 6 of the original plat of The Town of Fargo, Cass County, North Dakota.

Street Address: 608 Main Avenue, Fargo, North Dakota.

WHEREAS, Fargo, in conjunction with the North Dakota Department of Transportation, is undertaking a reconstruction project on Main Avenue in the city of Fargo (Main Avenue Project – City of Fargo Improvement District No. BR-19-A, NDDOT Project Number CPU-NHU-8-010 (041) 939; and

WHEREAS, in preparation for the Main Avenue Project, City inspected the properties adjacent to the City right of way and as a result of such inspection, a basement encroachment was detected on Owner’s property, including infrastructure supporting the building’s operations (hereinafter “Encroachments”). The Encroachments consist of one (1) semi-circle room extending under the existing City right of way, 25’ wide with a 10’ radius, and various infrastructure associated with the adjacent buildings; and another encroachment consisting of two (2) openings in the foundation that are currently boarded up, and

WHEREAS, Owner and Fargo wish to enter into this agreement for the removal of the elements of the encroachments, and in exchange for the City payment of the costs of such removal in accordance with the terms and conditions stated herein, a firm timeline for

completion of the work by Owner, and access to the property for purposes of inspection and construction as necessary; and

WHEREAS, the parties wish to set forth the terms of their agreement in writing.

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

1. Property Description. Owner owns the properties located at:

Lots 4 and 5, Block 6 of the original plat of The Town of Fargo, Cass County, North Dakota.

Street Address: 608 Main Avenue.

(Hereinafter "Properties").

2. Encroachment Elements. Owner's properties encroach on the City right of way, consisting of one or more of the following elements:

Water supply line with City meter

Electrical

HVAC

Plumbing

Foundation openings (doors and windows)

(hereinafter "Encroachment Elements").

3. Reconstruction Project. Owner understands and agrees that the Encroachment Elements conflict with plans for Phase 2 of the Main Avenue Project and must be removed prior to the Phase 2 work being commenced. Owner understands and agrees that all work must be completed, except that which will be completed upon the removal of the sidewalk, on or before March 1, 2020.

4. Schedule. Owner further understands and agrees that it is responsible to undertake the work necessary for the removal of the Encroachment Elements. Owner agrees to abide by the following schedule to ensure that the work will be completed in a timely manner and will not interfere with the progression of the Main Avenue Project:

Cost estimate and contractor secured: February 1, 2020

Schedule of completion: February 1, 2020

Water line moved: April 1, 2020

Openings Walled Off: 7 calendar days after exposure of the encroachment by road contractor (estimated in the month of April).

Foundation Secured.

City shall notify Owner at least 14 days prior to commencement of sidewalk removal that shall result in the exposure of the Encroachment Elements.

5. Petition for Assessment. Owner petitions City to create a special improvement district to include the above-referenced properties and to assess the Encroachment Removal costs in excess of the amount agreed herein, unless otherwise agreed to in writing signed by the parties, for the work to be completed which is in the City right-of-way adjacent to the Properties. Owner hereby waives all objections or protest to the assessment, if any.

6. Cost Share Agreement and Assessment. City shall pay the costs incurred to remove the Encroachment Elements above identified, up to the capped amount of \$16,000 per encroachment, for a total City liability of \$32,000, unless otherwise agreed to in writing signed by both parties, provided Owner completes the work in a timely manner. Owner shall present receipts to City for actual expenses incurred by Owner to remove the identified Encroachments. The balance of the costs not otherwise agreed to shall be assessed against the properties over a period of ten (10) years, with interest at a rate of 5% per annum.

7. City to Complete and Assess. Owner and City understand and agree that if Owner fails to complete the work on or before March 1, 2020, except for that portion to be completed upon removal of the existing sidewalk, City may contract to complete the work as necessary. In the event City is required to contract for the work, Owner agrees that City shall assume responsibility for 50% of the cost of the work to be completed in the right of way, up to a maximum of \$16,000, and the Properties shall be assessed the remaining costs, for a period of ten (10) years, with interest at a rate of 5% per annum.

8. Access. Owner does hereby release to City the right to enter upon and to have the right of access to Owner's properties for the purpose of completing any of the work necessary to remove the Encroachment Elements and secure the foundation necessary for the Main Avenue Replacement project. The City agrees to indemnify and hold Owner harmless from any and all claims, demands, or suits that may result from City's use of the property arising out of this agreement for entry and right of access agreement.

9. Severability. If any Court of competent jurisdiction declares any provision or part of this Agreement invalid or unenforceable, all remaining terms and provisions of this Agreement will remain binding and enforceable; however, the parties will reconvene negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of this Agreement with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

10. Successors. The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

11. Applicable Law. This Agreement will be construed in accordance with and governed by North Dakota law.

12. Amendments. Any modifications or amendments of this Agreement must be in writing and signed by both parties.
13. Interpretation. This Agreement will be construed as if prepared by both parties.
14. Headings. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
15. Recording. The parties agree that this Agreement may be recorded.
16. Effective Date. This Agreement will become effective on the date of execution by the last party to sign.

Dated this ____ day of _____, 20__.

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

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

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

On this ____ day of _____, 20__, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney, M.D.** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the **City of Fargo**, a North Dakota municipal corporation, described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota

The legal description was prepared by:
Brent Wacha
City of Fargo
225 4th Street North
Fargo, ND 58102

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

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-17-F1 Type: Final Balancing Change Order #5

Location: 4th Ave N from Bdwy to 3rd St & 3rd St N Date of Hearing: 12/9/2019
 from 4th Ave to RR Tracks

Routing	Date
City Commission	12/16/2019
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, for Final Balancing Change Order #5 in the amount of \$3,804.87, which reconciles the measured quantities used in the field with those estimated for a contract value of \$2,229,070.97.

Staff is recommending approval of Final Balancing Change Order #5 in the amount of \$3,804.87, bringing the contract amount to \$2,229,070.97, with an incentive payment of \$17,000.00 for a total payment of \$2,246,070.97.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Final Balancing Change Order #5 to Master Construction.

RECOMMENDED MOTION

Approve Final Balancing Change Order #5 in the amount of \$3,804.87.


PROJECT FINANCING INFORMATION:

Recommended source of funding for project:	<u>Sales Tax, Waste Water, Water Utility Funds & Special Assessments</u>
	Yes No
Developer meets City policy for payment of delinquent specials	N/A
Agreement for payment of specials required of developer	N/A
50% escrow deposit required	N/A

COMMITTEE

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

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Aaron Edgar, Project Manager

Date: December 4, 2019

Re: Improvement District No. BR-17-F1 - Final Balancing Change Order #5
Water Main Replacement, Street Reconstruction & Incidentals

Background:

Attached is a Final Balancing Change Order in the amount of \$3,804.87 for Improvement District No. BR-17-F1. Please refer to the attached Final Balancing Change Order, which reconciles the measured quantities with those estimated for the contract. Master Construction received a \$17,000 incentive for opening the intersection of 4th Avenue North and 4th Street North, 17 days early (\$1,000/day).

Original Contract:	\$ 1,987,766.00
Incentive	\$ 17,000.00
Previous Change Orders	\$ 237,500.10 (11.95% increase)
<u>FBCO Amount:</u>	<u>\$ 3,804.87 (0.19% increase)</u>
Total Contract:	\$ 2,246,070.97

Recommended Motion:

Approve Final Balancing Change Order #5 in the amount of \$3,804.87 to Master Construction Co Inc.

ADE/klb
Attachment

C: Tom Knakmuhs, Assistant City Engineer



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

Improvement District No	BR-17-F1	Change Order No	5
Project Name	Water Main Replacement, Street Reconstruction & Incidentals		
Date Entered	12/4/2019	For	Master Construction Co Inc

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

EXPLANATION OF CHANGE:

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	1	Remove Pipe All Sizes All Types	LF	1,620.00	0.00	1,620.00	-198.00	1,422.00	5.00	-990.00
	4	Transfer Sewer Svc	EA	16.00	0.00	16.00	-3.00	13.00	1,100.00	-3,300.00
	5	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	570.00	0.00	570.00	-260.00	310.00	63.00	-16,380.00
	6	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	38.00	0.00	38.00	-2.00	36.00	70.00	-140.00
	7	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	120.00	0.00	120.00	6.00	126.00	72.00	432.00
	9	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.00	100.00	26.00	126.00	5.00	130.00
	10	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	100.00	0.00	100.00	850.00	950.00	7.00	5,950.00
	Sanitary Sewer Sub Total (\$)									-14,298.00
	12	Remove Pipe All Sizes All Types	LF	1,000.00	0.00	1,000.00	-10.00	990.00	7.00	-70.00
	14	F&I Fittings Ductile Iron	LB	7,260.00	0.00	7,260.00	1,155.00	8,415.00	4.00	4,620.00
Water Main Replacement	15	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	120.00	0.00	120.00	22.00	142.00	60.00	1,320.00
	16	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	145.00	0.00	145.00	142.00	287.00	70.00	9,940.00
	18	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	970.00	0.00	970.00	-12.00	958.00	90.00	-1,080.00
	19	F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	75.00	0.00	75.00	3.00	78.00	120.00	360.00
	20	F&I Gate Valve 4" Dia	EA	5.00	0.00	5.00	1.00	6.00	1,900.00	1,900.00
	21	F&I Gate Valve 6" Dia	EA	6.00	0.00	6.00	1.00	7.00	2,100.00	2,100.00
	Water Main Sub Total (\$)									10,580.00
	Grand Total (\$)									-3,718.00



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

Water Main Replacement	22	F&I Gate Valve 8" Dia	EA	3.00	0.00	3.00	1.00	4.00	2,400.00	2,400.00
	24	F&I Insulation 2" Thick	SY	30.00	0.00	30.00	-22.00	8.00	30.00	-660.00
	25	Furnish Temp Water Svc	EA	8.00	0.00	8.00	-1.00	7.00	1,000.00	-1,000.00
	26	Transfer Water Svc	EA	5.00	0.00	5.00	-1.00	4.00	400.00	-400.00
	27	F&I CS & Box 1" Dia	EA	3.00	0.00	3.00	-1.00	2.00	450.00	-450.00
	28	F&I Pipe w/GB 1" Dia Copper	LF	100.00	0.00	100.00	-34.00	66.00	45.00	-1,530.00
	29	F&I Pipe w/GB 2" Dia Copper	LF	55.00	0.00	55.00	-46.00	9.00	50.00	-2,300.00
Water Main Replacement Sub Total (\$)										15,150.00
Storm Sewer	31	Remove Pipe All Sizes All Types	LF	665.00	0.00	665.00	18.00	683.00	5.00	90.00
	32	Remove Manhole	EA	5.00	0.00	5.00	1.00	6.00	200.00	200.00
	34	F&I Pipe w/GB 12" Dia Reinf Conc	LF	155.00	0.00	155.00	54.00	209.00	49.00	2,646.00
	35	F&I Pipe w/GB 15" Dia Reinf Conc	LF	570.00	0.00	570.00	-23.00	547.00	52.00	-1,196.00
	37	F&I Pipe w/GB 24" Dia Reinf Conc	LF	5.00	0.00	5.00	-5.00	0.00	100.00	-500.00
	40	F&I Manhole 4' Dia Reinf Conc	EA	2.00	0.00	2.00	1.00	3.00	3,500.00	3,500.00
	42	Repair Manhole Floor & Invert	EA	1.00	0.00	1.00	-1.00	0.00	700.00	-700.00
Storm Sewer Sub Total (\$)										4,040.00
Paving	43	Remove Pavement All Thicknesses All Types	SY	6,800.00	0.00	6,800.00	120.00	6,920.00	12.00	1,440.00
	44	Remove Curb & Gutter	LF	2,200.00	0.00	2,200.00	-60.00	2,140.00	7.00	-420.00
	45	Remove Driveway All Thicknesses All Types	SY	340.00	0.00	340.00	-23.00	317.00	10.00	-230.00
	46	Remove Sidewalk All Thicknesses All Types	SY	2,000.00	979.00	2,979.00	-274.00	2,705.00	8.00	-2,192.00
	47	Subgrade Preparation	SY	7,300.00	0.00	7,300.00	13.00	7,313.00	3.00	39.00
	48	F&I Woven Geotextile	SY	7,300.00	0.00	7,300.00	13.00	7,313.00	2.50	32.50
	49	F&I Edge Drain 4" Dia PVC	LF	2,200.00	0.00	2,200.00	-85.00	2,115.00	8.50	-722.50
	50	F&I Class 5 Agg - 12" Thick	SY	7,300.00	0.00	7,300.00	13.00	7,313.00	12.00	156.00
	51	F&I Curb & Gutter Standard (Type II)	LF	2,200.00	0.00	2,200.00	-26.00	2,174.00	19.00	-494.00
	52	F&I Pavement 9" Thick Doweled Conc	SY	6,700.00	0.00	6,700.00	-157.00	6,543.00	75.00	-11,775.00
	53	F&I Driveway 7" Thick Reinf Conc	SY	400.00	0.00	400.00	51.00	451.00	65.00	3,315.00
Storm Sewer Sub Total (\$)										3,315.00



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	54	F&I Sidewalk 4" Thick Reinf Conc	SY	1,900.00	0.00	1,900.00	59.00	1,959.00	40.00	2,360.00
	55	F&I Impressed 6" Thick Reinf Conc	SY	425.00	0.00	425.00	33.00	458.00	80.00	2,640.00
	56	F&I Det Warn Panels Cast Iron	SF	352.00	0.00	352.00	28.00	380.00	40.00	1,120.00
	57	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	0.00	1.00	-1.00	0.00	1,000.00	-1,000.00
	58	Rem & Repl Casting - Self Leveling	EA	7.00	0.00	7.00	-2.00	5.00	1,200.00	-2,400.00
	59	Casting to Grade - w/Conc	EA	21.00	0.00	21.00	-4.00	17.00	500.00	-2,000.00
	60	Casting to Grade - no Conc	EA	2.00	0.00	2.00	-2.00	0.00	400.00	-800.00
	61	GV Box to Grade - w/Conc	EA	15.00	0.00	15.00	7.00	22.00	350.00	2,450.00
	62	GV Box to Grade - no Conc	EA	2.00	0.00	2.00	-2.00	0.00	300.00	-600.00
	65	Inlet Protection - New Inlet	EA	9.00	0.00	9.00	-3.00	6.00	115.00	-345.00
Street Lighting	69	Construction Signing	SF	36.00	0.00	36.00	-12.00	24.00	11.00	-132.00
	144	* Extra - Grinding sidewalk	LS	0.00	0.00	0.00	1.00	1.00	1,292.50	1,292.50
								Paving Sub Total (\$)		-8,265.50
	70	F&I Base 6" Deep Reinf Conc	EA	21.00	0.00	21.00	-2.00	19.00	450.00	-900.00
	71	Remove Base	EA	22.00	0.00	22.00	-2.00	20.00	350.00	-700.00
	72	F&I Innerduct 1.5" Dia	LF	2,706.00	0.00	2,706.00	-47.00	2,659.00	5.50	-258.50
	75	F&I Conductor #6 USE Cu	LF	8,937.00	0.00	8,937.00	-246.00	8,691.00	1.25	-307.50
	77	Relocate Street Light	EA	5.00	0.00	5.00	-2.00	3.00	1,050.00	-2,100.00
	147	* Extra - Relocate Street Light	LS	0.00	0.00	0.00	1.00	1.00	3,616.48	3,616.48
								Street Lighting Sub Total (\$)		-649.52
Signing	80	F&I Sign Assembly	EA	8.00	0.00	8.00	10.00	18.00	50.00	500.00
	81	F&I Sign Assembly & Anchor	EA	9.00	0.00	9.00	-1.00	8.00	130.00	-130.00
	82	F&I Diamond Grade Cubed	SF	27.00	0.00	27.00	0.60	27.60	26.00	15.60
	83	F&I Engineering Grade	SF	43.00	0.00	43.00	-14.50	28.50	20.00	-290.00
	134	* Extra - Temporary Signs	LS	0.00	0.00	0.00	1.00	1.00	495.00	495.00
Pavement Markings								Signing Sub Total (\$)		590.60
	88	Paint Epoxy Message	SF	84.00	0.00	84.00	101.50	185.50	11.00	1,116.50
	90	F&I Grooved Thermoplastic Pavement Marking Message	SF	56.00	0.00	56.00	8.00	64.00	38.00	304.00



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

Pavement Markings	92	Obliterate Pavement Markings	SF	160.00	0.00	160.00	-4.00	156.00	13.00	-52.00
									Pavement Markings Sub Total (\$)	1,368.50
Landscaping	93	F&I Structural Soil	SY	200.00	0.00	200.00	-22.00	178.00	250.00	-5,500.00
	94	F&I Tree Grate Cast Iron	EA	15.00	0.00	15.00	2.00	17.00	2,500.00	5,000.00
									landscaping Sub Total (\$)	-500.00
Traffic Signals	119	F&I Conduit 1" Dia	LF	64.00	0.00	64.00	9.00	73.00	7.00	63.00
	120	F&I Conduit 2" Dia	LF	86.00	0.00	86.00	450.00	536.00	10.00	4,500.00
	145	* Extra - Relocate Fiber handhole	LS	0.00	0.00	0.00	1.00	1.00	1,617.00	1,617.00
	146	* Extra - Additional Length on Fiber Pigtails.	LS	0.00	0.00	0.00	1.00	1.00	188.79	188.79
									Traffic Signals Sub Total (\$)	6,388.79
									Grand Total (\$)	3,804.87

* NC Items

Summary

Source Of Funding

Net Amount Change Order # 5 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

3,804.87
237,500.10
1,987,766.00
2,229,070.97

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

07/01/2018

Current Final Completion
Date

10/01/2018

Additional Days Substantial
Completion

0.00

Additional Days Final
Completion

0.00

New Substantial
Completion Date

11/01/2017

New Final Completion
Date

10/01/2018

Description

APPROVED

For Contractor

Master Construction

APPROVED DATE

Department Head

T. Cole 12/10/19



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title

Mayor

Attest



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Improvement District No. BR-17-F1
 Project Name Water Main Replacement, Street Reconstruction & Incidentals
 Type Utilities and Paving Rep/Rehab
 Description 4th Ave N from alley east of Broadway thru 3rd St and 3rd St from 4th to 5th Ave N
 Pay Estimate Number 17
 From Date 03/12/2019 To Date 12/04/2019

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Master Construction Co 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 (\$)	Complete(%)
Sanitary Sewer								
1 Remove Pipe All Sizes All Types	LF	1,620.00	5.00	1,422.00	7,110.00	0.00	0.00	87.78
2 Remove Manhole	EA	6.00	500.00	6.00	3,000.00	0.00	0.00	100.00
3 F&I Manhole 4' Dia Reinf Conc	EA	3.00	6,700.00	3.00	20,100.00	0.00	0.00	100.00
4 Transfer Sewer Svc	EA	16.00	1,100.00	13.00	14,300.00	0.00	0.00	81.25
5 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	570.00	63.00	310.00	19,530.00	0.00	0.00	54.39
6 F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	38.00	70.00	36.00	2,520.00	0.00	0.00	94.74
7 F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	120.00	72.00	126.00	9,072.00	0.00	0.00	105.00
8 F&I Pipe w/GB SDR 35 - 18" Dia PVC	LF	950.00	119.00	950.00	113,050.00	0.00	0.00	100.00
9 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	5.00	126.00	630.00	0.00	0.00	126.00*



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
10 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	100.00	7.00	950.00	6,650.00	0.00	0.00	950.00*
11 F&I Manhole 5' Dia Reinf Conc	EA	1.00	5,800.00	1.00	5,800.00	0.00	0.00	100.00
126 Extra - 4th Ave/2nd St Services	LS	1.00	5,350.00	1.00	5,350.00	0.00	0.00	100.00
129 Extra - Class 3	LS	1,500.00	11.65	1,500.00	17,475.00	0.00	0.00	100.00
130 Modify Manhole	EA	1.00	6,107.50	1.00	6,107.50	0.00	0.00	100.00
131 Connect Pipe to Exist Structure	EA	1.00	2,095.00	1.00	2,095.00	0.00	0.00	100.00
Sanitary Sewer Sub Total					232,789.50		0.00	
Water Main Replacement								
12 Remove Pipe All Sizes All Types	LF	1,000.00	7.00	990.00	6,930.00	0.00	0.00	99.00
13 F&I Hydrant	EA	3.00	4,900.00	3.00	14,700.00	0.00	0.00	100.00
14 F&I Fittings Ductile Iron	LB	7,260.00	4.00	8,415.00	33,660.00	0.00	0.00	115.91*
15 F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	120.00	60.00	142.00	8,520.00	0.00	0.00	118.33*
16 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	145.00	70.00	287.00	20,090.00	0.00	0.00	197.93*
17 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	87.00	90.00	87.00	7,830.00	0.00	0.00	100.00
18 F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	970.00	90.00	958.00	86,220.00	0.00	0.00	98.76
19 F&I Pipe w/GB C900 DR 18 - 16" Dia PVC	LF	75.00	120.00	78.00	9,360.00	0.00	0.00	104.00
20 F&I Gate Valve 4" Dia	EA	5.00	1,900.00	6.00	11,400.00	0.00	0.00	120.00*
21 F&I Gate Valve 6" Dia	EA	6.00	2,100.00	7.00	14,700.00	0.00	0.00	116.67*
22 F&I Gate Valve 8" Dia	EA	3.00	2,400.00	4.00	9,600.00	0.00	0.00	133.33*



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Quantity		Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
23 F&I Gate Valve 10" Dia	EA	5.00	2,900.00		5.00	14,500.00	0.00	0.00	5.00	14,500.00	100.00
24 F&I Insulation 2" Thick	SY	30.00	30.00		8.00	240.00	0.00	0.00	8.00	240.00	26.67
25 Furnish Temp Water Svc	EA	8.00	1,000.00		7.00	7,000.00	0.00	0.00	7.00	7,000.00	87.50
26 Transfer Water Svc	EA	5.00	400.00		4.00	1,600.00	0.00	0.00	4.00	1,600.00	80.00
27 F&I CS & Box 1" Dia	EA	3.00	450.00		2.00	900.00	0.00	0.00	2.00	900.00	66.67
28 F&I Pipe w/GB 1" Dia Copper	LF	100.00	45.00		66.00	2,970.00	0.00	0.00	66.00	2,970.00	66.00
29 F&I Pipe w/GB 2" Dia Copper	LF	55.00	50.00		9.00	450.00	0.00	0.00	9.00	450.00	16.36
30 Burst Pipe 6" to 8" Dia	LF	228.00	125.00		228.00	28,500.00	0.00	0.00	228.00	28,500.00	100.00
128 Extra - R & R Water Lines	LS	1.00	9,892.50		1.00	9,892.50	0.00	0.00	1.00	9,892.50	100.00
Storm Sewer		Water Main Replacement Sub Total			289,062.50		0.00		289,062.50		
31 Remove Pipe All Sizes All Types	LF	665.00	5.00		683.00	3,415.00	0.00	0.00	683.00	3,415.00	102.71
32 Remove Manhole	EA	5.00	200.00		6.00	1,200.00	0.00	0.00	6.00	1,200.00	120.00*
33 Remove Inlet	EA	12.00	100.00		12.00	1,200.00	0.00	0.00	12.00	1,200.00	100.00
34 F&I Pipe w/GB 12" Dia Reinf Conc	LF	155.00	49.00		209.00	10,241.00	0.00	0.00	209.00	10,241.00	134.84*
35 F&I Pipe w/GB 15" Dia Reinf Conc	LF	570.00	52.00		547.00	28,444.00	0.00	0.00	547.00	28,444.00	95.96
36 F&I Pipe w/GB 21" Dia Reinf Conc	LF	33.00	60.00		33.00	1,980.00	0.00	0.00	33.00	1,980.00	100.00
37 F&I Pipe w/GB 24" Dia Reinf Conc	LF	5.00	100.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00
38 F&I Inlet - Single Box (SBI) Reinf Conc	EA	8.00	2,200.00		8.00	17,600.00	0.00	0.00	8.00	17,600.00	100.00
39 F&I Inlet - Manhole (MH) 4' Dia Reinf Conc	EA	3.00	2,400.00		3.00	7,200.00	0.00	0.00	3.00	7,200.00	100.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
40 F&I Manhole 4' Dia Reinf Conc	EA	2.00	3,500.00	3.00	10,500.00	0.00	0.00	150.00*
41 F&I Manhole 6' Dia Reinf Conc	EA	1.00	5,800.00	1.00	5,800.00	0.00	0.00	100.00
42 Repair Manhole Floor & Invert	EA	1.00	700.00	0.00	0.00	0.00	0.00	0.00
127 Extra - Relocate Storm Inlet	LS	1.00	3,805.00	1.00	3,805.00	0.00	0.00	100.00
Storm Sewer Sub Total			91,385.00		91,385.00		91,385.00	
Paving								
43 Remove Pavement All Thicknesses All Types	SY	6,800.00	12.00	6,920.00	83,040.00	0.00	0.00	101.76
44 Remove Curb & Gutter	LF	2,200.00	7.00	2,140.00	14,980.00	0.00	0.00	97.27
45 Remove Driveway All Thicknesses All Types	SY	340.00	10.00	317.00	3,170.00	0.00	0.00	93.24
46 Remove Sidewalk All Thicknesses All Types	SY	2,979.00	8.00	2,705.00	21,640.00	0.00	0.00	90.80
47 Subgrade Preparation	SY	7,300.00	3.00	7,313.00	21,939.00	0.00	0.00	100.18
48 F&I Woven Geotextile	SY	7,300.00	2.50	7,313.00	18,282.50	0.00	0.00	100.18
49 F&I Edge Drain 4" Dia PVC	LF	2,200.00	8.50	2,115.00	17,977.50	0.00	0.00	96.14
50 F&I Class 5 Agg - 12" Thick	SY	7,300.00	12.00	7,313.00	87,756.00	0.00	0.00	100.18
51 F&I Curb & Gutter Standard (Type II)	LF	2,200.00	19.00	2,174.00	41,306.00	0.00	0.00	98.82
52 F&I Pavement 9" Thick Doweled Conc	SY	6,700.00	75.00	6,543.00	490,725.00	0.00	0.00	97.66
53 F&I Driveway 7" Thick Reinf Conc	SY	400.00	65.00	451.00	29,315.00	0.00	0.00	112.75*
54 F&I Sidewalk 4" Thick Reinf Conc	SY	1,900.00	40.00	1,959.00	78,360.00	0.00	0.00	103.11
55 F&I Impressed 6" Thick Reinf Conc	SY	425.00	80.00	458.00	36,640.00	0.00	0.00	107.76



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity Unit Price (\$)		Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
56 F&I Det Warn Panels Cast Iron	SF	352.00	40.00	380.00	15,200.00	0.00	0.00	380.00	15,200.00	107.95
57 F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	1,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
58 Rem & Repl Casting - Self Leveling	EA	7.00	1,200.00	5.00	6,000.00	0.00	0.00	5.00	6,000.00	71.43
59 Casting to Grade - w/Conc	EA	21.00	500.00	17.00	8,500.00	0.00	0.00	17.00	8,500.00	80.95
60 Casting to Grade - no Conc	EA	2.00	400.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
61 GV Box to Grade - w/Conc	EA	15.00	350.00	22.00	7,700.00	0.00	0.00	22.00	7,700.00	146.67*
62 GV Box to Grade - no Conc	EA	2.00	300.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
63 Stormwater Management	LS	1.00	2,500.00	1.00	2,500.00	0.00	0.00	1.00	2,500.00	100.00
64 Inlet Protection - Existing Inlet	EA	16.00	115.00	16.00	1,840.00	0.00	0.00	16.00	1,840.00	100.00
65 Inlet Protection - New Inlet	EA	9.00	115.00	6.00	690.00	0.00	0.00	6.00	690.00	66.67
66 Temp Construction Entrance	EA	3.00	1,500.00	3.00	4,500.00	0.00	0.00	3.00	4,500.00	100.00
67 Traffic Control - Type 1	LS	1.00	5,000.00	1.00	5,000.00	0.00	0.00	1.00	5,000.00	100.00
68 Temp Fence - Safety	LS	1.00	15,500.00	1.00	15,500.00	0.00	0.00	1.00	15,500.00	100.00
69 Construction Signing	SF	36.00	11.00	24.00	264.00	0.00	0.00	24.00	264.00	66.67
132 Remove Pavement All Thicknesses Asph	SY	2,768.00	12.00	2,768.00	33,216.00	0.00	0.00	2,768.00	33,216.00	100.00
133 Traffic Control - Minor	LS	1.00	4,785.00	1.00	4,785.00	0.00	0.00	1.00	4,785.00	100.00
135 Extra - Sidewalks/Driveways	LS	1.00	36,223.00	1.00	36,223.00	0.00	0.00	1.00	36,223.00	100.00
136 Extra - Paving	LS	1.00	33,442.50	1.00	33,442.50	0.00	0.00	1.00	33,442.50	100.00
138 Repair Pavement - Patch Asph	SY	20.66	100.00	20.66	2,066.00	0.00	0.00	20.66	2,066.00	100.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
144 Extra - Grinding sidewalk	LS	1.00	1,292.50	0.00	0.00	1.00	1,292.50	100.00
Street Lighting		Paving Sub Total			0.00		1,123,850.00	
70 F&I Base 6' Deep Reinf Conc	EA	21.00	450.00	0.00	0.00	19.00	8,550.00	90.48
71 Remove Base	EA	22.00	350.00	0.00	0.00	20.00	7,000.00	90.91
72 F&I Innerduct 1.5" Dia	LF	2,706.00	5.50	0.00	0.00	2,659.00	14,624.50	98.26
73 F&I Luminaire Type A	EA	16.00	2,400.00	0.00	0.00	16.00	38,400.00	100.00
74 F&I Light Standard Type A	EA	16.00	1,900.00	0.00	0.00	16.00	30,400.00	100.00
75 F&I Conductor #6 USE Cu	LF	8,937.00	1.25	0.00	0.00	8,691.00	10,863.75	97.25
76 Remove Street Light	EA	17.00	110.00	0.00	0.00	17.00	1,870.00	100.00
77 Relocate Street Light	EA	5.00	1,050.00	0.00	0.00	3.00	3,150.00	60.00
78 Remove Feed Point	EA	1.00	275.00	0.00	0.00	1.00	275.00	100.00
79 Remove Pull Box	EA	1.00	385.00	0.00	0.00	1.00	385.00	100.00
147 Extra - Relocate Street Light	LS	1.00	3,616.48	0.00	0.00	1.00	3,616.48	100.00
Signing		Street Lighting Sub Total			119,134.73		119,134.73	
80 F&I Sign Assembly	EA	8.00	50.00	0.00	0.00	18.00	900.00	225.00*
81 F&I Sign Assembly & Anchor	EA	9.00	130.00	0.00	0.00	8.00	1,040.00	88.89
82 F&I Diamond Grade Cubed	SF	27.00	26.00	0.00	0.00	27.60	717.60	102.22
83 F&I Engineering Grade	SF	43.00	20.00	0.00	0.00	28.50	570.00	66.28



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Quantity Unit Price (\$)		Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
134 Extra - Temporary Signs	LS	1.00	495.00	1.00	495.00	0.00	0.00	1.00	495.00	100.00
		Signing Sub Total		3,722.60		0.00		3,722.60		
Pavement Markings										
84 Paint Epoxy Line 4" Wide	LF	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
85 Paint Epoxy Line 6" Wide	LF	0.00	6.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
86 Paint Epoxy Line 8" Wide	LF	0.00	5.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
87 Paint Epoxy Line 16" Wide	LF	0.00	13.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
88 Paint Epoxy Message	SF	84.00	11.00	185.50	2,040.50	0.00	0.00	185.50	2,040.50	220.83*
89 Pavement Markings	LF	0.00	2.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00
90 F&I Grooved Thermoplastic Pavement Marking Message	SF	56.00	38.00	64.00	2,432.00	0.00	0.00	64.00	2,432.00	114.29*
91 F&I Grooved Plastic Film 4" Wide	LF	0.00	6.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
92 Obliterate Pavement Markings	SF	160.00	13.00	156.00	2,028.00	0.00	0.00	156.00	2,028.00	97.50
137 Extra - Signing/Striping	LS	1.00	1,540.00	1.00	1,540.00	0.00	0.00	1.00	1,540.00	100.00
139 F&I Grooved Plastic Film 8" Wide	LF	104.00	10.50	104.00	1,092.00	0.00	0.00	104.00	1,092.00	100.00
140 F&I Grooved Plastic Film 16" Wide	LF	124.00	22.00	124.00	2,728.00	0.00	0.00	124.00	2,728.00	100.00
141 F&I Grooved Plastic Film 24" Wide	LF	512.00	32.00	512.00	16,384.00	0.00	0.00	512.00	16,384.00	100.00
142 F&I Grooved Contrast Film 7" Wide	LF	4,094.00	9.75	4,094.00	39,916.50	0.00	0.00	4,094.00	39,916.50	100.00
143 F&I Methacrylate	SF	1,260.00	31.46	1,260.00	39,639.60	0.00	0.00	1,260.00	39,639.60	100.00
		Pavement Markings Sub Total		107,800.60		0.00		107,800.60		



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract		Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage
					Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
Landscaping											
93 F&I Structural Soil		SY	200.00	250.00	178.00	44,500.00	0.00	0.00	178.00	44,500.00	89.00
94 F&I Tree Grate Cast Iron		EA	15.00	2,500.00	17.00	42,500.00	0.00	0.00	17.00	42,500.00	113.33*
95 F&I Decid Tree 1.5" Dia		EA	15.00	395.00	15.00	5,925.00	0.00	0.00	15.00	5,925.00	100.00
					landscaping Sub Total	92,925.00		0.00		92,925.00	
Traffic Signals											
96 Remove Pull Box PVC		EA	3.00	600.00	3.00	1,800.00	0.00	0.00	3.00	1,800.00	100.00
97 Salvage Signal Cable		LS	1.00	750.00	1.00	750.00	0.00	0.00	1.00	750.00	100.00
98 F&I Pull Box PVC		EA	3.00	1,350.00	3.00	4,050.00	0.00	0.00	3.00	4,050.00	100.00
99 F&I Ped Push Button & Sign		EA	8.00	950.00	8.00	7,600.00	0.00	0.00	8.00	7,600.00	100.00
100 F&I Ped Push Button Post		EA	4.00	500.00	4.00	2,000.00	0.00	0.00	4.00	2,000.00	100.00
101 Salvage Signal Standard		EA	1.00	1,050.00	1.00	1,050.00	0.00	0.00	1.00	1,050.00	100.00
102 F&I Foundation Type IV/Combo		EA	1.00	1,050.00	1.00	1,050.00	0.00	0.00	1.00	1,050.00	100.00
103 Remove Foundation Type V		EA	1.00	275.00	1.00	275.00	0.00	0.00	1.00	275.00	100.00
104 Remove Foundation Controller		EA	1.00	550.00	1.00	550.00	0.00	0.00	1.00	550.00	100.00
105 F&I Head 3 Sect w/12" LED MA Mtd		EA	2.00	1,100.00	2.00	2,200.00	0.00	0.00	2.00	2,200.00	100.00
106 Relocate Head		EA	1.00	385.00	1.00	385.00	0.00	0.00	1.00	385.00	100.00
107 Relocate Ped Head		EA	2.00	450.00	2.00	900.00	0.00	0.00	2.00	900.00	100.00
108 Salvage Traffic Signal Equipment		LS	1.00	1,300.00	1.00	1,300.00	0.00	0.00	1.00	1,300.00	100.00
109 F&I Emerg Veh Pre-emption System		EA	1.00	7,500.00	1.00	7,500.00	0.00	0.00	1.00	7,500.00	100.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
110 F&I Detection - Video System	EA	1.00	31,000.00	0.00	0.00	1.00	31,000.00	100.00
111 F&I PTZ Camera System	EA	1.00	8,000.00	0.00	0.00	1.00	8,000.00	100.00
112 F&I Equipment Fargo Type B Cabinet	EA	1.00	30,000.00	0.00	0.00	1.00	30,000.00	100.00
113 F&I Signal Cable AWG 14/2	LF	996.00	996.00	0.00	0.00	996.00	996.00	100.00
114 F&I Signal Cable AWG 14/20	LF	494.00	2,223.00	0.00	0.00	494.00	2,223.00	100.00
115 F&I Signal Cable 3M Opticom	LF	283.00	495.25	0.00	0.00	283.00	495.25	100.00
116 F&I Signal Cable #6 RHW	LF	52.00	104.00	0.00	0.00	52.00	104.00	100.00
117 F&I Signal Cable #6 THW	LF	26.00	52.00	0.00	0.00	26.00	52.00	100.00
118 F&I Signal Cable CAT 6	LF	694.00	1,172.00	108.00	216.00	694.00	1,388.00	100.00
119 F&I Conduit 1" Dia	LF	64.00	7.00	-0.00	0.00	73.00	511.00	114.06*
120 F&I Conduit 2" Dia	LF	86.00	10.00	231.00	2,310.00	536.00	5,360.00	632.26*
121 F&I Conduit 4" Dia	LF	312.00	13.00	0.00	0.00	312.00	4,056.00	100.00
122 F&I Fiber Optic Cable	LF	2,500.00	3.00	14.00	42.00	2,500.00	7,500.00	100.00
123 F&I Fiber Optic Terminations & Equip	LS	1.00	17,500.00	0.25	4,375.00	1.00	17,500.00	100.00
124 F&I Traffic Signal - Street Light Combo Feed Point	EA	1.00	10,500.00	0.00	0.00	1.00	10,500.00	100.00
125 F&I Signal Standard Type IV - 24' MA	EA	1.00	15,500.00	0.00	0.00	1.00	15,500.00	100.00
145 Extra - Relocate Fiber handhole	LS	1.00	1,617.00	0.00	0.00	1.00	1,617.00	100.00
146 Extra - Additional Length on Fiber Pigtails.	LS	1.00	188.79	0.00	0.00	1.00	188.79	100.00
		Traffic Signals Sub Total			161,458.04		6,943.00	
							168,401.04	



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Summary

1. Original Contract Amount	\$ 1,987,766.00
2. Net Change by Change Order	\$ 237,500.10
3. Contract Amount To Date	\$ 2,225,266.10
4. Total Work Completed to Date	\$ 2,229,070.97
5. Retainage @ 0.00 % to Date	\$ 111,106.41
6. Previous Retainage	\$ 111,106.41
7. Retainage This Period	\$ 0.00
8. Liquidated Damages	\$ 0.00
0.00 Days to Date	\$ 0.00
0.00 Days to Previous	\$ 0.00
0.00 Days This Period	\$ 0.00
9. Material on Hand (Payment)	\$ 0.00
10. Material on Hand (Recovery)	\$ 0.00
11. Adjustments	\$ 0.00
12. Total Due to Date	\$ 17,000.00
13. Previous Payments	\$ 2,246,070.97
14. Payment Due This Estimate	\$ 2,128,021.56
15. Amount allowed Pay Estimate # 17	\$ 118,049.41
	\$ 118,049.41



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Workflow History						
Status	Pending On	Date	User	Action	Action User	Action Date
Draft	Administrator, Division Head, Project Manager	12/04/2019	aedgar	StageInitialized		

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

33

Improvement District No. DN-18-A1

Type: Negative Final Balancing Change Order #6

Location: Grayland 1st Addition

Date of Hearing: 12/9/2019

<u>Routing</u>	<u>Date</u>
City Commission	12/16/2019
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 \$-54,479.60, 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 #6 in the amount of \$-54,479.60, bringing the total contract amount to \$1,922,077.42.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #6 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #6 in the amount of \$-54,479.60, bringing the total contract amount to \$1,922,077.42 to Key Contracting.

PROJECT FINANCING INFORMATION:

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

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

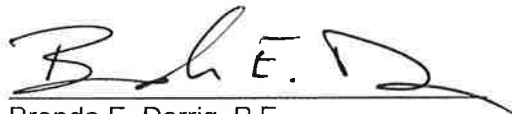
COMMITTEE

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

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Roger E. Kluck, PE, CFM, Civil Engineer II
Date: December 2, 2019
Re: Improvement District No. DN-18-A1 – Negative Final Balancing Change Order #6
Drain Improvements & Incidentals

Background:

Attached is Negative Final Balancing Change Order #6, in the amount of \$-54,479.60, for Project No. DN-18-A1 Drain Improvements & Incidentals. Please refer to the attached Negative Final Balancing Change Order #6, which reconciles the estimated quantities used in the contract with the final quantities measured in the field.

Original Contract:	\$ 1,419,233.50
Change Order #1:	\$ 3,120.00
Change Order #2:	\$ 86,199.00
Change Order #3:	\$ 427,492.82
Change Order #4	\$ 30,411.70
Change Order #5	\$ 10,100.00
<u>FBCO #6:</u>	<u>\$ -54,479.60</u>
Total Contract:	\$ 1,922,077.42

The final quantities have been approved by the Contractor and engineering recommends approval.

Recommended Motion:

Approve Negative Final Balancing Change Order #6 in the amount of \$-54,479.60 to Key Contracting.

REK/klb
Attachments

C: Brenda Derrig, City Engineer
Jody Bertrand, Storm Sewer Division Engineer
Dan Eberhardt, Special Assessments Coordinator



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

Improvement District No	DN-18-A1	Change Order No	6
Project Name	Drain Improvements & Incidentals	For	Key Contracting Inc
Date Entered	11/29/2019		

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 (\$)
Removals	7	Remove Tree	EA	95.00	0.00	95.00	2.00	97.00	100.00	200.00
	8	Salvage Tree	EA	49.00	0.00	49.00	-9.00	40.00	175.00	-1,575.00
								Removals Sub Total (\$)		-1,375.00
Storm Sewers	32	F&I Rip Rap Rock	CY	200.00	15.00	215.00	-28.00	187.00	74.00	-2,072.00
	33	Remove Pipe All Sizes All Types	LF	200.00	0.00	200.00	-60.00	140.00	20.00	-1,200.00
								Storm Sewers Sub Total (\$)		-3,272.00
Excavation, Filling and Sub-grade Preparation	40	Fill - Haul	CY	1,000.00	6,274.00	7,274.00	-2,000.00	5,274.00	14.50	-29,000.00
								Excavation, Filling and Sub-grade Preparation Sub Total (\$)		-29,000.00
Geotextiles and Geogrids	41	F&I NonWoven Geotextile	SY	240.00	433.00	673.00	-209.00	464.00	2.00	-418.00
	42	F&I Woven Geotextile	SY	918.00	0.00	918.00	860.79	1,778.79	2.20	1,893.74
								Geotextiles and Geogrids Sub Total (\$)		1,475.74
Aggregate Bases	43	F&I Class 5 Agg - 7" Thick	SY	875.00	0.00	875.00	-161.21	713.79	8.00	-1,289.68
								Aggregate Bases Sub Total (\$)		-1,289.68
Concrete Sidewalks and Driveways	45	F&I Shared Use Path 6" Thick Reinf Conc	SY	157.00	0.00	157.00	9.00	166.00	48.00	432.00
	46	Rem & Repl Shared Use Path 6" Thick Reinf Conc	SY	215.00	0.00	215.00	-5.21	209.79	58.00	-302.18
								Concrete Sidewalks and Driveways Sub Total (\$)		129.82



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

Asphalt Paving	47	Rem & Repl Pavement 7" Thick Asph	SY	725.00	0.00	725.00	-11.21	713.79	63.00	-706.23
Turf Establishment	50	Seeding Type B	SY	36,480.00	0.00	36,480.00	1,070.00	37,550.00	0.30	-706.23
Erosion and Sediment Control	51	Sediment Control Log 10" to 15" Dia	LF	17,500.00	0.00	17,500.00	-7,435.00	10,065.00	1.65	321.00
	54	Silt Fence - Heavy Duty	LF	5,255.00	0.00	5,255.00	-1,957.00	3,298.00	2.50	-12,267.75
	58	F&I Erosion Control Blanket Type 1	SY	41,620.00	0.00	41,620.00	1,290.00	42,910.00	1.30	-4,892.50
Street Lighting	65	F&I Innerduct 1.5" Dia	LF	900.00	0.00	900.00	-600.00	300.00	8.80	1,677.00
Erosion and Sediment Control Sub Total (\$)										-15,483.25
Street Lighting Sub Total (\$)										-5,280.00
Asphalt Paving Sub Total (\$)										-706.23
Turf Establishment Sub Total (\$)										321.00
Street Lighting Sub Total (\$)										-5,280.00
Asphalt Paving Sub Total (\$)										-706.23

Summary**Source Of Funding**

Net Amount Change Order # 6 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-54,479.60
557,323.52
1,419,233.50
1,922,077.42

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
09/15/2019	09/27/2019	0.00	0.00	09/15/2019	09/27/2019

Description**APPROVED**

For Contractor

Key Contracting
St. Carr 11/27/19

APPROVED DATE

Department Head

1-Cell 12/16/19



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title

V.P.

Mayor

Attest



ENGINEERING DEPARTMENT

Improvement District No.		DN-18-A1									
Project Name		Drain Improvements & Incidentals									
Type		Drain Improvements									
Description		Grayland 1st Addition									
Pay Estimate Number		10 - FINAL									
From Date		To Date		11/27/2019							
The Honorable Board of City Commissioners											
Dear Commissioners,											
Be advised that Key Contracting Inc has performed the work to date shown on this statement											
Contract		Previous		Current		To Date		Percentage			
	Unit	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)	
Miscellaneous											
1 Mobilization	LS	1.00	45,000.00	1.00	45,000.00	0.00	0.00	1.00	45,000.00	100.00	
2 Remove Fence	LF	32.00	22.00	32.00	704.00	0.00	0.00	32.00	704.00	100.00	
3 Temp Fence - Safety	LF	170.00	3.00	170.00	510.00	0.00	0.00	170.00	510.00	100.00	
4 F&I Fence Ornamental	LF	104.00	320.00	104.00	33,280.00	0.00	0.00	104.00	33,280.00	100.00	
5 Salvage & Install Fence	LF	41.00	55.00	41.00	2,255.00	0.00	0.00	41.00	2,255.00	100.00	
6 Temp Pumping	LS	1.00	6,000.00	1.00	6,000.00	0.00	0.00	1.00	6,000.00	100.00	
66 Salvage Tree	EA	13.00	240.00	0.00	0.00	13.00	3,120.00	13.00	3,120.00	100.00	
76 Temp Pumping	HR	31.00	78.00	31.00	2,418.00	0.00	0.00	31.00	2,418.00	100.00	
80 Site Grading	LS	1.00	3,265.00	1.00	3,265.00	0.00	0.00	1.00	3,265.00	100.00	
Miscellaneous Sub Total				93,432.00		3,120.00		96,552.00			



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract		Unit	Previous		Current		To Date		Percentage
			Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
Removals									
7	Remove Tree	EA	95.00	100.00	97.00	9,700.00	0.00	0.00	102.11
8	Salvage Tree	EA	49.00	175.00	40.00	7,000.00	0.00	0.00	81.63
9	Remove Driveway All Thicknesses All Types	SY	54.00	18.00	54.00	972.00	0.00	0.00	100.00
			Removals Sub Total			17,672.00		0.00	17,672.00
Water Mains									
10	F&I Insulation 4" Thick	SY	102.00	21.00	102.00	2,142.00	0.00	0.00	100.00
11	F&I Pipe C900 DR 18 - 12" Dia PVC	LF	192.00	72.00	192.00	13,824.00	0.00	0.00	100.00
12	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	35.00	86.00	35.00	3,010.00	0.00	0.00	100.00
13	Remove Pipe All Sizes All Types	LF	180.00	20.00	180.00	3,600.00	0.00	0.00	100.00
14	Salvage Hydrant	EA	1.00	500.00	1.00	500.00	0.00	0.00	100.00
15	Connect Pipe to Exist Pipe	EA	2.00	1,500.00	2.00	3,000.00	0.00	0.00	100.00
16	Plug Pipe 12" Dia	EA	4.00	800.00	4.00	3,200.00	0.00	0.00	100.00
17	F&I Fittings C153 Ductile Iron	LB	432.00	15.00	432.00	6,480.00	0.00	0.00	100.00
18	F&I Gate Valve 12" Dia	EA	2.00	3,800.00	2.00	7,600.00	0.00	0.00	100.00
68	Mobilization	LS	1.00	12,300.00	1.00	12,300.00	0.00	0.00	100.00
69	F&I Fittings Ductile Iron	LB	4,284.00	15.53	4,284.00	66,530.52	0.00	0.00	100.00
70	F&I Pipe C900 DR 18 - 24" Dia PVC	LF	1,875.00	139.00	1,875.00	260,625.00	0.00	0.00	100.00
71	F&I Pipe C900 DR 18 - 24" Dia PVC	LF	286.00	149.00	286.00	42,614.00	0.00	0.00	100.00
72	F&I Pipe w/GB C900 DR 18 - 24" Dia PVC	LF	39.00	240.00	39.00	9,360.00	0.00	0.00	100.00



**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(%)
73 F&I Yard Hydrant	EA	1.00	15,500.00	1.00	15,500.00	0.00	0.00	1.00	15,500.00	100.00
74 F&I Conduit 2" Dia	LF	2,200.00	9.35	2,200.00	20,570.00	0.00	0.00	2,200.00	20,570.00	100.00
75 F&I Pull Box PVC	EA	5.00	1,210.00	5.00	6,050.00	0.00	0.00	5.00	6,050.00	100.00
Water Mains Sub Total					476,905.52		0.00		476,905.52	
Storm Sewers										
19 F&I Manhole 4' Dia Reinf Conc	EA	1.00	2,850.00	1.00	2,850.00	0.00	0.00	1.00	2,850.00	100.00
20 F&I Manhole 6' Dia Reinf Conc	EA	1.00	4,850.00	1.00	4,850.00	0.00	0.00	1.00	4,850.00	100.00
21 F&I Inlet - Round (RDI) Reinf Conc	EA	8.00	2,250.00	6.00	13,500.00	2.00	4,500.00	8.00	18,000.00	100.00
22 Remove Manhole	EA	1.00	500.00	1.00	500.00	0.00	0.00	1.00	500.00	100.00
23 F&I Outlet Structure	EA	1.00	84,540.00	1.00	84,540.00	0.00	0.00	1.00	84,540.00	100.00
24 F&I Trash Guard	EA	2.00	1,500.00	1.00	1,500.00	1.00	1,500.00	2.00	3,000.00	100.00
25 F&I Gate Valve 12" Dia	EA	8.00	3,800.00	8.00	30,400.00	0.00	0.00	8.00	30,400.00	100.00
26 F&I Flared End Section 15" Dia Reinf Conc	EA	1.00	800.00	1.00	800.00	0.00	0.00	1.00	800.00	100.00
27 F&I Flared End Section 36" Dia Reinf Conc	EA	1.00	1,750.00	1.00	1,750.00	0.00	0.00	1.00	1,750.00	100.00
28 F&I Pipe 15" Dia Reinf Conc	LF	49.00	58.00	49.00	2,842.00	0.00	0.00	49.00	2,842.00	100.00
29 F&I Pipe 36" Dia Reinf Conc	LF	46.00	120.00	46.00	5,520.00	0.00	0.00	46.00	5,520.00	100.00
30 F&I Pipe w/GB 15" Dia Reinf Conc	LF	46.00	68.00	46.00	3,128.00	0.00	0.00	46.00	3,128.00	100.00
31 F&I Pipe w/GB 36" Dia Reinf Conc	LF	46.00	140.00	46.00	6,440.00	0.00	0.00	46.00	6,440.00	100.00
32 F&I Rip Rap Rock	CY	215.00	74.00	187.00	13,838.00	0.00	0.00	187.00	13,838.00	86.98
33 Remove Pipe All Sizes All Types	LF	200.00	20.00	140.00	2,800.00	0.00	0.00	140.00	2,800.00	70.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
34 F&I Box Culvert 8'x4' Wide Reinf Conc	LF	258.00	1,350.00	258.00	348,300.00	0.00	0.00	258.00	348,300.00	100.00
35 F&I Pipe 12" Dia PVC	LF	505.00	72.00	505.00	36,360.00	0.00	0.00	505.00	36,360.00	100.00
36 F&I Rip Rap Precast Conc	SY	348.00	98.00	348.00	34,104.00	0.00	0.00	348.00	34,104.00	100.00
37 F&I Pipe 12" Dia Reinf Conc	LF	83.00	48.50	83.00	4,025.50	0.00	0.00	83.00	4,025.50	100.00
67 Mobilization	LS	1.00	1,500.00	1.00	1,500.00	0.00	0.00	1.00	1,500.00	100.00
77 Repair Pipe 18" Dia	EA	1.00	1,350.00	1.00	1,350.00	0.00	0.00	1.00	1,350.00	100.00
85 F&I Inlet - Special (SPI) Reinf Conc	EA	1.00	10,100.00	0.00	0.00	1.00	10,100.00	1.00	10,100.00	100.00
Storm Sewers Sub Total					600,897.50		16,100.00		616,997.50	
Excavation, Filling and Sub-grade Preparation										
38 Topsoil - Strip & Spread	LS	0.89	75,000.00	0.89	66,750.00	0.00	0.00	0.89	66,750.00	100.00
39 Excavation	CY	64,276.00	4.75	64,276.00	305,311.00	0.00	0.00	64,276.00	305,311.00	100.00
40 Fill - Haul	CY	7,274.00	14.50	5,274.00	76,473.00	0.00	0.00	5,274.00	76,473.00	72.50
78 Topsoil - Import	CY	888.00	4.75	888.00	4,218.00	0.00	0.00	888.00	4,218.00	100.00
79 Fill - Import Special	CY	2,000.00	-1.50	2,000.00	-3,000.00	0.00	0.00	2,000.00	-3,000.00	100.00
81 Site Grading	LS	1.00	1,305.00	1.00	1,305.00	0.00	0.00	1.00	1,305.00	100.00
Excavation, Filling and Sub-grade Preparation Sub Total					451,057.00		0.00		451,057.00	
Geotextiles and Geogrids										
41 F&I NonWoven Geotextile	SY	673.00	2.00	464.00	928.00	0.00	0.00	464.00	928.00	68.95
42 F&I Woven Geotextile	SY	918.00	2.20	1,778.79	3,913.34	0.00	0.00	1,778.79	3,913.34	193.77*
Geotextiles and Geogrids Sub Total					4,841.34		0.00		4,841.34	



ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET

Contract		Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage
					Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Complete(%)
Aggregate Bases											
43	F&I Class 5 Agg - 7" Thick	SY	875.00	8.00	713.79	5,710.32	0.00	0.00	713.79	5,710.32	81.58
					Aggregate Bases Sub Total			5,710.32		5,710.32	
Concrete Paving and Curbs & Gutters											
44	Rem & Repl Curb & Gutter	LF	390.00	26.00	390.00	10,140.00	0.00	0.00	390.00	10,140.00	100.00
82	F&I Edge Drain 4" Dia PVC	LF	390.00	12.50	390.00	4,875.00	0.00	0.00	390.00	4,875.00	100.00
83	F&I Sidewalk 7" Thick Reinf Conc	SY	54.00	72.00	54.00	3,888.00	0.00	0.00	54.00	3,888.00	100.00
					Concrete Paving and Curbs & Gutters Sub Total			18,903.00		18,903.00	
Concrete Sidewalks and Driveways											
45	F&I Shared Use Path 6" Thick Reinf Conc	SY	157.00	48.00	166.00	7,968.00	0.00	0.00	166.00	7,968.00	105.73
46	Rem & Repl Shared Use Path 6" Thick Reinf Conc	SY	215.00	58.00	209.79	12,167.82	0.00	0.00	209.79	12,167.82	97.58
					Concrete Sidewalks and Driveways Sub Total			20,135.82		20,135.82	
Asphalt Paving											
47	Rem & Repl Pavement 7" Thick Asph	SY	725.00	63.00	713.79	44,968.77	0.00	0.00	713.79	44,968.77	98.45
					Asphalt Paving Sub Total			44,968.77		44,968.77	
Turf Establishment											
48	Mulching Type 1 - Hydro	SY	74,000.00	0.40	62,497.00	24,998.80	11,503.00	4,601.20	74,000.00	29,600.00	100.00
49	Seeding Type A	SY	79,140.00	0.26	60,800.00	15,808.00	18,340.00	4,768.40	79,140.00	20,576.40	100.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
50 Seeding Type B	SY	36,480.00	0.30	37,550.00	11,265.00	0.00	0.00	37,550.00	11,265.00	102.93
Turf Establishment Sub Total					52,071.80		9,369.60		61,441.40	
Erosion and Sediment Control										
51 Sediment Control Log 10" to 15" Dia	LF	17,500.00	1.65	10,065.00	16,607.25	0.00	0.00	10,065.00	16,607.25	57.51
52 Inlet Protection - Existing Inlet	EA	4.00	165.00	4.00	660.00	0.00	0.00	4.00	660.00	100.00
53 Inlet Protection - New Inlet	EA	8.00	185.00	8.00	1,480.00	0.00	0.00	8.00	1,480.00	100.00
54 Silt Fence - Heavy Duty	LF	5,255.00	2.50	3,298.00	8,245.00	0.00	0.00	3,298.00	8,245.00	62.76
55 Stormwater Management	LS	1.00	2,600.00	1.00	2,600.00	0.00	0.00	1.00	2,600.00	100.00
56 Temp Construction Entrance	EA	3.00	2,800.00	3.00	8,400.00	0.00	0.00	3.00	8,400.00	100.00
57 Concrete Washout Area	EA	2.00	1,000.00	2.00	2,000.00	0.00	0.00	2.00	2,000.00	100.00
58 F&I Erosion Control Blanket Type 1	SY	41,620.00	1.30	42,910.00	55,783.00	0.00	0.00	42,910.00	55,783.00	103.10
Erosion and Sediment Control Sub Total					95,775.25		0.00		95,775.25	
Traffic Control										
59 Traffic Control - Type 2	LS	1.00	4,200.00	1.00	4,200.00	0.00	0.00	1.00	4,200.00	100.00
84 Traffic Control - Minor	LS	1.00	687.50	1.00	687.50	0.00	0.00	1.00	687.50	100.00
Traffic Control Sub Total					4,887.50		0.00		4,887.50	
Signing										
60 Relocate Sign Assembly	EA	1.00	125.00	1.00	125.00	0.00	0.00	1.00	125.00	100.00
Signing Sub Total					125.00		0.00		125.00	



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract		Unit		Previous		Current		To Date		Percentage	
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Complete(%)
Street Lighting											
61	Relocate Street Light	EA	1.00	440.00	440.00	0.00	0.00	1.00	440.00	1.00	100.00
62	F&I Base 5' Deep Reinf Conc	EA	1.00	1,100.00	1,100.00	0.00	0.00	1.00	1,100.00	1.00	100.00
63	Remove Base	EA	1.00	440.00	440.00	0.00	0.00	1.00	440.00	1.00	100.00
64	F&I Conductor #6 USE Cu	LF	900.00	1.65	1,485.00	0.00	0.00	900.00	1,485.00	900.00	100.00
65	F&I Innerduct 1.5" Dia	LF	900.00	8.80	2,640.00	0.00	0.00	300.00	2,640.00	300.00	33.33
				Street Lighting Sub Total		6,105.00		0.00		6,105.00	
Summary											
1. Original Contract Amount											
2. Net Change by Change Order											
3. Contract Amount To Date											
4. Total Work Completed to Date											
5. Retainage @ 0.00 % to Date											
6. Previous Retainage											
7. Retainage This Period											
8. Liquidated Damages											
0.00 Days to Date											
0.00 Days to Previous											
0.00 Days This Period											
9. Material on Hand (Payment)											
\$ 1,419,233.50											
\$ 557,323.52											
\$ 1,976,557.02											
\$ 1,922,077.42											
\$ 94,674.39											
\$ 94,674.39											
\$ 0.00											
\$ 0.00											
\$ 0.00											
\$ 0.00											
\$ 0.00											



ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET

10. Material on Hand (Recovery)	\$ 0.00
11. Adjustments	\$ 0.00
12. Total Due to Date	\$ 1,922,077.42
13. Previous Payments	\$ 1,798,813.43
14. Payment Due This Estimate	\$ 123,263.99
15. Amount allowed Pay Estimate # 10 - FINAL	\$ 123,263.99

Workflow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	11/27/2019	rtluck	Stage Initialized			

Cooper E. Kueh, PE, CFM
11-27-19

Steve Carr *Key Contracting*
11/27/19

(34)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. AN-19-G1 Type: Negative Final Balancing Change Order #4

Location: Roberts Alley, 1st - 2nd Ave N Date of Hearing: 12/9/2019

Routing	<u>Date</u>
City Commission	<u>12/16/2019</u>
PWPEC File	<u>X</u>
Project File	<u>Rick Larson</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rick Larson, for Negative Final Balancing Change Order #4, in the amount of \$-64,935.91, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #4, in the amount of \$-64,935.91, bringing the total contract amount to \$481,492.30.

On a motion by Kent Costin, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #4 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #4 in the amount of \$-64,935.91, bringing the total contract amount to \$481,492.30 to Key Contracting.

PROJECT FINANCING INFORMATION:

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


	Yes	No
Developer meets City policy for payment of delinquent specials	<u>N/A</u>	<u>N/A</u>
Agreement for payment of specials required of developer	<u>N/A</u>	<u>N/A</u>
50% escrow deposit required	<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Rick Larson, Project Manager

Date: December 4, 2019

Re: Improvement District No. AN-19-G1 – Negative Final Balancing Change Order #4
PC Concrete Alley Paving & Incidentals

Background:

Attached is Negative Final Balancing Change Order #4, in the amount of \$-64,935.91, for Improvement District No. AN-19-G1. Please refer to the attached Negative Final Balancing Change Order, which reconciles the measured quantities with those estimated for the contract.

Original Contract:	\$ 477,507.50
Change Order #1	\$ 7,333.20
Change Order #2	\$ 59,772.50 & 20 Day Time extension
Change Order #3	\$ 1,815.00
FBCO #4:	\$ -64,935.91 (11.88% decrease)
Total Contract:	\$ 481,492.30

Recommended Motion:

Approve Negative Final Balancing Change Order #4 in the amount of \$-64,935.91 to Key Contracting.

RJL/klb
Attachment

C: Tom Knakmuhs, Assistant City Engineer

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

Improvement District No	AN-19-G1	Change Order No	4
Project Name	PC Concrete Alley Paving & Incidentals		
Date Entered	12/2/2019	For	Key Contracting Inc

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

EXPLANATION OF CHANGE: Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Alley Paving	1	Remove Pavement All Thicknesses All Types	SY	670.00	0.00	670.00	91.87	761.87	36.00	3,307.32
	2	Subgrade Preparation	SY	670.00	0.00	670.00	22.84	692.84	18.00	411.12
	3	F&I Crushed Conc - 6" Thick	SY	670.00	0.00	670.00	68.47	738.47	18.00	1,232.46
	4	F&I Pavement 7" Thick Reinf Conc	SY	670.00	0.00	670.00	22.84	692.84	155.00	3,540.20
	5	Casting to Grade - w/Conc	EA	3.00	0.00	3.00	1.00	4.00	1,200.00	1,200.00
	7	Remove Wall	LF	167.00	0.00	167.00	-27.24	139.76	155.00	-4,222.20
	8	Fill - Import	CY	30.00	0.00	30.00	-5.23	24.77	400.00	-2,092.00
	9	Inlet Protection - Existing Inlet	EA	4.00	0.00	4.00	1.00	5.00	400.00	400.00
	12	Remove Base	EA	1.00	0.00	1.00	-1.00	0.00	900.00	-900.00
	30	Rem & Repl Pavement 6" Thick Reinf Conc	SY	61.11	0.00	61.11	18.80	79.91	120.00	2,256.00
Alley Paving Sub Total (\$)										5,132.90
Utility Conduit System	13	Rem & Repl Pavement 9" Thick Reinf Conc	SY	196.00	0.00	196.00	4.39	200.39	173.00	759.47
	14	Rem & Repl Driveway 7" Thick Reinf Conc	SY	66.00	0.00	66.00	-4.43	61.57	165.00	-730.95
	15	Rem & Repl Curb & Gutter	LF	70.00	0.00	70.00	-9.30	60.70	90.00	-837.00
	16	Rem & Repl Pavement 6" Thick Asph	SY	54.00	0.00	54.00	-54.00	0.00	155.00	-8,370.00
	17	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	35.00	0.00	35.00	-15.38	19.62	110.00	-1,691.80
	18	F&I Woven Geotextile	SY	196.00	0.00	196.00	-166.00	30.00	6.00	-996.00



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

Utility Conduit System	19	F&I Class 5 Agg - 12" Thick	SY	196.00	0.00	196.00	-166.00	30.00	18.00	-2,988.00	
	20	F&I Edge Drain 4" Dia PVC	LF	70.00	0.00	70.00	-70.00	0.00	35.00	-2,450.00	
	21	Casting to Grade - w/Conc	EA	1.00	0.00	1.00	-1.00	0.00	1,200.00	-1,200.00	
	22	F&I Pull Box Polymer Conc	EA	7.00	4.00	11.00	-2.00	9.00	5,760.00	-11,520.00	
	23	F&I MicroDuct	LF	2,420.00	0.00	2,420.00	-1,404.25	1,015.75	5.10	-7,161.68	
	24	F&I Conduit 2" Dia	LF	4,000.00	0.00	4,000.00	-749.80	3,250.20	9.60	-7,198.08	
	25	F&I Conduit 4" Dia	LF	1,700.00	0.00	1,700.00	-475.70	1,224.30	14.00	-6,659.80	
	26	F&I Conduit 6" Dia	LF	1,185.00	0.00	1,185.00	-590.20	594.80	38.10	-22,486.62	
	29	* Extra Work at Fargo Theatre - Key and MEI spent 1 day vactoring down to find the previously stubbed out conduit that was 3' deeper than anticipated resulting in additional excavation, shoring, and backfill. Durring this operation the electric transformer had to be tunneled under while "live" and backfilled with a low strength flowable fill.	LS	0.00	0.00	0.00	1.00	1.00	9,725.00	9,725.00	
	31	F&I MicroDuct	LF	60.00	0.00	60.00	-26.00	34.00	6.00	-156.00	
	32	Rem & Repl Pavement 7" Thick Reinf Conc	SY	92.00	0.00	92.00	-7.81	84.19	260.00	-2,030.60	
	35	F&I Conduit 2" Dia	LF	465.00	0.00	465.00	-241.50	223.50	12.50	-3,018.75	
	36	F&I Conduit 2.5" Dia	LF	120.00	0.00	120.00	-79.50	40.50	14.00	-1,113.00	
	37	F&I Conduit 4" Dia	LF	80.00	0.00	80.00	2.50	82.50	22.00	55.00	
Utility Conduit System Sub Total (\$)										-70,068.81	
* NC Items										Grand Total (\$)	-64,935.91

Summary**Source Of Funding**

Net Amount Change Order # 4 (\$)	-64,935.91
Previous Change Orders (\$)	68,920.70
Original Contract Amount (\$)	477,507.50
Total Contract Amount (\$)	481,492.30

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
11/01/2019	06/30/2020	0.00	0.00	11/01/2019	06/30/2020

Description

APPROVED

APPROVED DATE

For Contractor

Thomas P. Martin

Title President

Department Head

Mayor

Attest

12/10/19



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Improvement District No.		AN-19-G1																			
Project Name		PC Concrete Alley Paving & Incidentals																			
Type		Alley Paving New																			
Description		Robert's East Alley from 1st Avenue N and 2nd Avenue N between Robert's Street N and Broadway N																			
Pay Estimate Number		4 - FINAL																			
From Date		10/03/2019																			
		To Date																			
11/21/2019																					
The Honorable Board of City Commissioners																					
Dear Commissioners,																					
Be advised that Key Contracting Inc has performed the work to date shown on this statement																					
Contract		Unit		Quantity		Unit Price (\$)		Previous		Current		To Date		Percentage							
								Quantity		Amount (\$)		Quantity		Amount (\$)		Complete(%)					
Alley Paving																					
1 Remove Pavement All Thicknesses All Types		SY		670.00		36.00		787.93		28,365.48		-26.06		-938.16		761.87		27,427.32		113.71*	
2 Subgrade Preparation		SY		670.00		18.00		707.87		12,741.66		-15.03		-270.54		692.84		12,471.12		103.41	
3 F&I Crushed Conc - 6" Thick		SY		670.00		18.00		753.50		13,563.00		-15.03		-270.54		738.47		13,292.46		110.22*	
4 F&I Pavement 7" Thick Reinf Conc		SY		670.00		155.00		707.87		109,719.85		-15.03		-2,329.65		692.84		107,390.20		103.41	
5 Casting to Grade - w/Conc		EA		3.00		1,200.00		4.00		4,800.00		0.00		0.00		4.00		4,800.00		133.33*	
6 GV Box to Grade - w/Conc		EA		1.00		650.00		1.00		650.00		0.00		0.00		1.00		650.00		100.00	
7 Remove Wall		LF		167.00		155.00		73.50		11,392.50		66.26		10,270.30		139.76		21,662.80		83.69	
8 Fill - Import		CY		30.00		400.00		28.06		11,224.00		-3.29		-1,316.00		24.77		9,908.00		82.57	
9 Inlet Protection - Existing Inlet		EA		4.00		400.00		5.00		2,000.00		0.00		0.00		5.00		2,000.00		125.00*	
10 Traffic Control - Type 1		LS		1.00		4,800.00		1.00		4,800.00		0.00		0.00		1.00		4,800.00		100.00	



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Quantity		Previous		Current		To Date		Percentage Complete(%)
		Unit Price (\$)	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
11 Clean Site	LS	1.00	18,000.00	1.00	18,000.00	0.00	0.00	1.00	18,000.00	100.00
12 Remove Base	EA	1.00	900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
30 Rem & Repl Pavement 6" Thick Reinf Conc	SY	61.11	120.00	79.91	9,589.20	0.00	0.00	79.91	9,589.20	130.76*
Utility Conduit System		Alley Paving Sub Total			226,845.69		5,145.41		231,991.10	
13 Rem & Repl Pavement 9" Thick Reinf Conc	SY	196.00	173.00	200.39	34,667.47	0.00	0.00	200.39	34,667.47	102.24
14 Rem & Repl Driveway 7" Thick Reinf Conc	SY	66.00	165.00	55.39	9,139.35	6.18	1,019.70	61.57	10,159.05	93.29
15 Rem & Repl Curb & Gutter	LF	70.00	90.00	60.70	5,463.00	0.00	0.00	60.70	5,463.00	86.71
16 Rem & Repl Pavement 6" Thick Asph	SY	54.00	155.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
17 Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	35.00	110.00	19.62	2,158.20	0.00	0.00	19.62	2,158.20	56.06
18 F&I Woven Geotextile	SY	196.00	6.00	30.00	180.00	0.00	0.00	30.00	180.00	15.31
19 F&I Class 5 Agg - 12" Thick	SY	196.00	18.00	30.00	540.00	0.00	0.00	30.00	540.00	15.31
20 F&I Edge Drain 4" Dia PVC	LF	70.00	35.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
21 Casting to Grade - w/Conc	EA	1.00	1,200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
22 F&I Pull Box Polymer Conc	EA	11.00	5,760.00	5.00	28,800.00	4.00	23,040.00	9.00	51,840.00	81.82
23 F&I MicroDuct	LF	2,420.00	5.10	1,391.10	7,094.61	-375.35	-1,914.29	1,015.75	5,180.33	41.97
24 F&I Conduit 2" Dia	LF	4,000.00	9.60	3,104.90	29,807.04	145.30	1,394.88	3,250.20	31,201.92	81.26
25 F&I Conduit 4" Dia	LF	1,700.00	14.00	1,341.80	18,785.20	-117.50	-1,645.00	1,224.30	17,140.20	72.02
26 F&I Conduit 6" Dia	LF	1,185.00	38.10	602.80	22,966.68	-8.00	-304.80	594.80	22,661.88	50.19



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Quantity		Previous		Current		To Date		Percentage Complete(%)
		Unit Price (\$)	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
27 F&I Equipment Pad	EA	3.00	6,600.00	3.00	19,800.00	0.00	0.00	3.00	19,800.00	100.00
28 Traffic Control - Type 1	LS	1.00	6,500.00	1.00	6,500.00	0.00	0.00	1.00	6,500.00	100.00
29 Extra Work at Fargo Theatre - Key and MEI spent 1 day factoring down to find the previously stubbed out conduit that was 3' deeper than anticipated, resulting in additional excavation, shoring, and backfill. During this operation the electric transformer had to be tunneled under while "live" and backfilled with a low strength flowable fill.	LS	1.00	9,725.00	1.00	9,725.00	0.00	0.00	1.00	9,725.00	100.00
31 F&I MicroDuct	LF	60.00	6.00	0.00	0.00	34.00	204.00	34.00	204.00	56.67
32 Rem & Repl Pavement 7" Thick Reinf Conc	SY	92.00	260.00	0.00	0.00	84.19	21,889.40	84.19	21,889.40	91.51
33 Inlet Protection - Existing Inlet	EA	2.00	400.00	0.00	0.00	2.00	800.00	2.00	800.00	100.00
34 Traffic Control - Type 1	LS	1.00	2,400.00	0.00	0.00	1.00	2,400.00	1.00	2,400.00	100.00
35 F&I Conduit 2" Dia	LF	465.00	12.50	0.00	0.00	223.50	2,793.75	223.50	2,793.75	48.06
36 F&I Conduit 2.5" Dia	LF	120.00	14.00	0.00	0.00	40.50	567.00	40.50	567.00	33.75
37 F&I Conduit 4" Dia	LF	80.00	22.00	0.00	0.00	82.50	1,815.00	82.50	1,815.00	103.12
38 Extra - Street Lights	LS	1.00	1,815.00	0.00	0.00	1.00	1,815.00	1.00	1,815.00	100.00
		Utility Conduit System Sub Total		195,626.55		53,874.65		249,501.20		

Summary

1. Original Contract Amount	\$ 477,507.50
2. Net Change by Change Order	\$ 68,920.70
3. Contract Amount To Date	\$ 546,428.20



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

4. Total Work Completed to Date		\$ 481,492.30
5. Retainage @ 0.00 % to Date		\$ 21,123.61
6. Previous Retainage		\$ 21,123.61
7. Retainage This Period		\$ 0.00
8. Liquidated Damages		
0.00 Days to Date		\$ 0.00
0.00 Days to Previous		\$ 0.00
0.00 Days This Period		\$ 0.00
9. Material on Hand (Payment)		\$ 0.00
10. Material on Hand (Recovery)		\$ 0.00
11. Adjustments		\$ 0.00
12. Total Due to Date		\$ 481,492.30
13. Previous Payments		\$ 401,348.63
14. Payment Due This Estimate		\$ 80,143.67
15. Amount allowed Pay Estimate # 4 - FINAL		\$ 80,143.67

Workflow History						
Status	Pending On	Date	User	Action	Action User	Action Notes
Draft	Administrator, Division Head, Project Manager	11/21/2019	rlarson	Stage/Initialized		
Draft	Administrator, Division Head, Project Manager	11/22/2019	rlarson	Complete		
Draft	Administrator, Division Head, Project Manager	11/22/2019	rlarson	Complete		
Draft	Administrator, Division Head, Project Manager	11/22/2019	rlarson	Complete		



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Workflow History		Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft		Administrator, Division Head, Project Manager	11/22/2019	rlarson	Complete			
Draft		Administrator, Division Head, Project Manager	11/22/2019	rlarson	Complete			
Draft		Administrator, Division Head, Project Manager	12/02/2019	rlarson	Complete			
Draft		Administrator, Division Head, Project Manager	12/02/2019	rlarson	Complete			
Draft		Administrator, Division Head, Project Manager	12/02/2019	rlarson	Complete			
Completed		Administrator, Department Head, Division Head	12/02/2019	rlarson	StageInitialized			
Completed		Administrator, Department Head, Division Head	12/02/2019	cshumake	Re-draft			
Draft		Administrator, Division Head, Project Manager	12/02/2019	rlarson	StageInitialized			
Draft		Administrator, Division Head, Project Manager	12/02/2019	cshumake	Complete			
Completed		Administrator, Department Head, Division Head	12/02/2019	rlarson	StageInitialized			

December 12, 2019

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

Re: Concur with Low Bid and Recommend Award
Main Avenue Reconstruction Project – Red River to Broadway
City of Fargo Improvement District No. BR-19-A1
NDDOT Project No. CPU-NHU-8-010(041)939; PCN: 21170

Dear Commissioners:

Bids were opened by the NDDOT on Friday, November 8 for the Main Avenue Reconstruction project.

The bids were as follows:

Dakota Underground Company	\$ 11,514,801.04
Engineer's Estimate	\$ 10,938,288.04

There are Special Assessments associated with this project and no protests have been received, therefore the protests should be declared insufficient. Fargo's construction cost share of this project is \$5,890,059.88.

Recommended Motion

Declare protests to be insufficient, and concur with low bid and recommend the NDDOT award the low bid to Dakota Underground Company in the amount of \$ 11,514,801.74 as the best bid.

Sincerely,



Brenda Derrig, PE
City Engineer

JMG
Attachments

PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, STORM SEWER, SANITARY SEWER
WATERMAIN, SIDEWALK, STREET LIGHTING, LANDSCAPING, TRAFFIC SIGNALS & INCIDENTALS

Improvement District No. BR-19-A
NDDOT Project Number: CPU-NHU-8-010(041)939; PCN: 21170

FARGO MAIN AVENUE FROM UNIVERSITY TO BROADWAY

I. Project Cost Summary

	Federal NDDOT Participant	Federal NDDOT Non-Participant	Subtotal	Federal Funding Share	NDDOT Share	Fargo Share
A. Construction:						
Street Reconstruction	\$ 8,479,914	\$ 982,637	\$ 9,462,552	\$ 6,783,932	\$ 847,991	\$ 1,830,629
Water Main Replacement	\$ -	\$ 1,043,148	\$ 1,043,148	\$ -	\$ -	\$ 1,043,148
Sanitary Sewer	\$ -	\$ 1,009,102	\$ 1,009,102	\$ -	\$ -	\$ 1,009,102
B. Special Items:						
Construction Engineering	\$ 847,991	\$ 303,489	\$ 1,151,480	\$ 678,393	\$ 84,799	\$ 388,288
Consulting Engineering Fees	\$ -	\$ 303,489	\$ 303,489	\$ -	\$ -	\$ 303,489
City Incentive	\$ -	\$ 500,000	\$ 500,000	\$ -	\$ -	\$ 500,000
C. Cost Subtotals:	\$ 9,327,906	\$ 4,141,865	\$ 13,469,771	\$ 7,462,325	\$ 932,791	\$ 5,074,655

II. Cost Participation

A. Federal - Regional Highway funds	\$ 7,462,325	
B. NDDOT funds	\$ 932,791	
C. Local funds		\$ 5,074,655

III. Fargo Cost Summary

Fargo Non-Federal or State Construction Cost \$ 3,882,879

A. Fees (on Fargo construction cost only)

2. Legal:	3.0%	\$ 116,486
3. Contingency:	10.0%	\$ 388,288
4. Administration:	4.0%	\$ 155,315
5. Interest:	4.0%	\$ 155,315
6. Subtotal - Fees:		\$ 815,405

B. Fargo Cost Distribution

1. Total Fargo Project Cost:	\$ 5,890,060
2. Funding Sources:	
Special Assessments - Street Reconstruction:	\$ 2,496,387
Special Assessments - Water Main Replacement:	\$ 224,666
Special Assessments - Sanitary Sewer Replacement:	\$ 224,666
Water Utility Funds:	\$ 1,246,173
WasteWater Utility Funds:	\$ 1,198,168
Street Sales Tax Fund:	\$ 500,000

Note 1: Sewer, water, structural soils on this project is not eligible for federal cost participation.

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



Date 12/10/2019


Tom Knakmuhs, PE
Assistant City Engineer

NORTH
Dakota | Transportation
Be Legendary.™

November 12, 2019

Ms. Brenda Derrig
City Engineer
225 4th St. N
Fargo, ND 58102

PROJECT: CPU-NHU-8-010(041)939, PCN 21170 – FARGO, MAIN AVE UNIVERSITY
DRIVE WEST OF BROADWAY

Bids for the construction on the above noted project were taken at our bid opening of November 8, 2019. A copy of the Contract Detail Estimate is enclosed.

The low bid for PCC Pavement, Curb & Gutter, Storm Sewer, Sanitary Sewer, Watermain, Sidewalk, Street Lighting, Landscaping, Traffic Signals, & Incidentals was submitted by Dakota Underground Company of Fargo, ND in the amount of \$11,514,801.74 (Base with Option 2, Concrete Pipe). According to the agreement with the City of Fargo, the City's share of the project is estimated to be \$4,463,370.35.

If the City chooses to construct the work under Options 3, 4, and/or 5, the City's 100 percent share could be up to an additional \$1,179,732.50. See contract detail estimate for cost breakdown.

Before we can award to the low bidder, we need the City of Fargo to **concur**, in writing, in the estimated amounts as soon as possible.

Questions should be addressed to the Construction Services Division at (701)328-2566.



PHILLIP MURDOFF, P.E. - CONSTRUCTION SERVICES ENGINEER

80/pm/lp
Enclosure

North Dakota **FEDERAL AID**

Bid Opening Date: **11/8/2019**

Project Number: **CPU-NHU-8-010(041)939**

PCN: **21170**

Job Number: **1**

English/Metric: **ENGLISH**

Contract with **DAKOTA UNDERGROUND COMPANY FARGO, ND**

Signed Date:

County(s): **CASS**

Location: **FARGO MAIN AVE(UNIVERSITY DRIVE WEST OF BROADWAY)**

North Dakota **FEDERAL AID**

Bid Opening Date: 11/8/2019

Project Number: CPU-NHU-8-010(041)939

PCN: 21170

Job Number: 1

English/Metric: **ENGLISH**Roadway: **URBAN**

RP 939.510 TO RP 940.548

Type: **PORTLAND CEMENT CONCRETE PAVEMENT, CURB & GUTTER, STORM SEWER, SANITARY SEWER, WATERMAIN, SIDEWALK, STREET LIGHTING, LANDSCAPING, AND TRAFFIC SIGNALS**

Participating: Y

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.790	L SUM	\$50,500.00	\$39,895.00
103	0200	ESCROW OF BID DOCUMENTATION	0.790	L SUM	\$2,000.00	\$1,580.00
107	0100	RAILWAY PROTECTION INSURANCE	0.790	L SUM	\$2,500.00	\$1,975.00
108	0001	CRITICAL PATH METHOD SCHEDULE	0.790	L SUM	\$15,000.00	\$11,850.00
201	0370	REMOVAL OF TREES 10IN	3.000	EA	\$500.00	\$1,500.00
201	0380	REMOVAL OF TREES 18IN	3.000	EA	\$1,000.00	\$3,000.00
201	0390	REMOVAL OF TREES 30IN	7.000	EA	\$2,500.00	\$17,500.00
202	0101	REMOVAL OF CONCRETE	1.000	EA	\$14,700.00	\$14,700.00
202	0111	REMOVAL OF CONCRETE	1.000	L SUM	\$6,300.00	\$6,300.00
202	0136	REMOVAL OF PAVEMENT	16,559.000	TON	\$25.00	\$413,975.00
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	2,749.000	LF	\$50.00	\$137,450.00
202	0210	REMOVAL OF MANHOLES	13.000	EA	\$2,000.00	\$26,000.00
202	0235	REMOVAL OF CATCH BASIN	23.000	EA	\$600.00	\$13,800.00
202	0245	RESET HISTORICAL MARKER	1.000	EA	\$1,000.00	\$1,000.00
202	0285	REMOVAL OF FOUNDATIONS-ALL SIZES	10.000	EA	\$5,000.00	\$50,000.00
202	0288	EXCAVATION & DISPOSAL OF CONTAMINATED SOIL	2,000.000	CY	\$90.00	\$180,000.00
202	0293	REMOVE RETAINING WALL	570.000	LF	\$20.00	\$11,400.00
202	0312	REMOVE EXISTING FENCE	34.000	LF	\$40.00	\$1,360.00
203	0101	COMMON EXCAVATION-TYPE A	1,743.000	CY	\$20.00	\$34,860.00
203	0109	TOPSOIL	73.000	CY	\$60.00	\$4,380.00
203	0113	COMMON EXCAVATION-WASTE	406.000	CY	\$17.00	\$6,902.00
216	0100	WATER	271.000	M GAL	\$30.00	\$8,130.00
251	0300	SEEDING CLASS III	0.140	ACRE	\$17,850.00	\$2,499.00
253	0201	HYDRAULIC MULCH	0.280	ACRE	\$4,200.00	\$1,176.00
261	0112	FIBER ROLLS 12IN	121.000	LF	\$3.15	\$381.15
261	0113	REMOVE FIBER ROLLS 12IN	121.000	LF	\$1.05	\$127.05
302	0101	SALVAGED BASE COURSE	6,469.000	CY	\$45.00	\$291,105.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	277.000	TON	\$266.00	\$73,682.00
550	0305	9IN NON-REINF CONCRETE PVMT CL AE-DOWELED	12,684.000	SY	\$83.50	\$1,059,114.00
550	0310	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	1,716.000	SY	\$94.00	\$161,304.00
602	1250	PENETRATING WATER REPELLENT TREATMENT	501.000	SY	\$5.25	\$2,630.25
616	7500	BEARING MODIFICATION	2.000	EA	\$23,100.00	\$46,200.00
650	0704	OVERLAY CONCRETE	8.800	CY	\$2,730.00	\$24,024.00
650	0720	CLASS 1 REMOVAL	126.000	SY	\$210.00	\$26,460.00
702	0100	MOBILIZATION	0.790	L SUM	\$1,468,340.00	\$1,159,988.60
704	0100	FLAGGING	850.000	MHR	\$50.00	\$42,500.00
704	1000	TRAFFIC CONTROL SIGNS	4,376.000	UNIT	\$2.10	\$9,189.60
704	1035	ATTENUATION DEVICE-TYPE B-25	2.000	EA	\$2,100.00	\$4,200.00
704	1052	TYPE III BARRICADE	22.000	EA	\$126.00	\$2,772.00
704	1054	SIDEWALK BARRICADE	16.000	EA	\$63.00	\$1,008.00
704	1056	PEDESTRIAN CHANNELIZATION	2,300.000	LF	\$12.50	\$28,750.00
704	1060	DELINEATOR DRUMS	81.000	EA	\$42.00	\$3,402.00
704	1067	TUBULAR MARKERS	5.000	EA	\$11.00	\$55.00
704	1072	FLEXIBLE DELINEATORS	3.000	EA	\$53.00	\$159.00

North Dakota FEDERAL AID

Bid Opening Date: 11/8/2019

Project Number: CPU-NHU-8-010(041)939

PCN: 21170

Job Number: 1

English/Metric: ENGLISH

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
704	1087	SEQUENCING ARROW PANEL-TYPE C	2.000	EA	\$1,575.00	\$3,150.00
704	1500	OBLITERATION OF PAVEMENT MARKING	2,442.000	SF	\$5.25	\$12,820.50
704	2108	TEMPORARY CURB RAMP	2.000	EA	\$420.00	\$840.00
704	3501	PORTABLE PRECAST CONCRETE MED BARRIER	1,190.000	LF	\$35.00	\$41,650.00
704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	2.000	EA	\$4,200.00	\$8,400.00
706	0400	FIELD OFFICE	1.000	EA	\$25,000.00	\$25,000.00
706	0500	AGGREGATE LABORATORY	1.000	EA	\$5,000.00	\$5,000.00
708	1540	INLET PROTECTION-SPECIAL	92.000	EA	\$125.00	\$11,500.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	92.000	EA	\$25.00	\$2,300.00
709	0100	GEOSYNTHETIC MATERIAL TYPE G	15,519.000	SY	\$3.00	\$46,557.00
714	0210	PIPE CONC REINF 15IN CL III-STORM DRAIN	4.000	LF	\$250.00	\$1,000.00
714	9720	UNDERDRAIN PIPE PVC PERFORATED 4IN	5,176.000	LF	\$8.50	\$43,996.00
720	0130	IRON PIN R/W MONUMENTS	9.000	EA	\$270.00	\$2,430.00
722	0100	MANHOLE 48IN	11.000	EA	\$4,500.00	\$49,500.00
722	0107	MANHOLE 54IN	5.000	EA	\$5,800.00	\$29,000.00
722	0110	MANHOLE 60IN	4.000	EA	\$5,800.00	\$23,200.00
722	0115	MANHOLE 66IN	1.000	EA	\$7,240.00	\$7,240.00
722	0120	MANHOLE 72IN	2.000	EA	\$7,240.00	\$14,480.00
722	0140	MANHOLE 96IN	1.000	EA	\$10,100.00	\$10,100.00
722	1100	MANHOLE RISER 48IN	45.700	LF	\$227.00	\$10,373.90
722	1106	MANHOLE RISER 54IN	22.300	LF	\$352.00	\$7,849.60
722	1110	MANHOLE RISER 60IN	23.000	LF	\$352.00	\$8,096.00
722	1115	MANHOLE RISER 66IN	6.400	LF	\$464.00	\$2,969.60
722	1120	MANHOLE RISER 72IN	8.300	LF	\$464.00	\$3,851.20
722	1140	MANHOLE RISER 96IN	6.000	LF	\$768.00	\$4,608.00
722	1200	MANHOLE RISER 108IN	4.800	LF	\$800.00	\$3,840.00
722	3510	INLET-TYPE 2	24.000	EA	\$3,250.00	\$78,000.00
722	3520	INLET-TYPE 2 DOUBLE	8.000	EA	\$4,970.00	\$39,760.00
722	3761	INLET SPECIAL-TYPE 2 60IN	1.000	EA	\$6,390.00	\$6,390.00
722	3830	INLET SPECIAL-TYPE 2 108IN	1.000	EA	\$12,380.00	\$12,380.00
722	6200	ADJUST MANHOLE	1.000	EA	\$2,000.00	\$2,000.00
748	0141	CURB & GUTTER-TYPE 1 SPECIAL	552.000	LF	\$27.00	\$14,904.00
748	0190	CURB & GUTTER-TYPE I 30IN	5,884.000	LF	\$27.00	\$158,868.00
748	0520	CURB-TYPE I	309.000	LF	\$55.00	\$16,995.00
748	0540	CURB	74.000	LF	\$70.00	\$5,180.00
748	0560	CURB CONC MEDIAN	1,494.000	LF	\$27.00	\$40,338.00
750	0030	PIGMENTED IMPRINTED CONCRETE	1,782.000	SY	\$105.00	\$187,110.00
750	0100	SIDEWALK CONCRETE	102.000	SY	\$157.00	\$16,014.00
750	0115	SIDEWALK CONCRETE 4IN	3,307.000	SY	\$53.00	\$175,271.00
750	0140	SIDEWALK CONCRETE 6IN	406.000	SY	\$60.00	\$24,360.00
750	0150	SIDEWALK TRENCH DRAIN	2.000	EA	\$2,625.00	\$5,250.00
750	0210	CONCRETE MEDIAN NOSE PAVING	32.000	SY	\$165.00	\$5,280.00
750	1000	DRIVEWAY CONCRETE	1,079.000	SY	\$58.00	\$62,582.00
750	2115	DETECTABLE WARNING PANELS	360.000	SF	\$53.00	\$19,080.00
752	0911	TEMPORARY SAFETY FENCE	1,000.000	LF	\$3.00	\$3,000.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	416.400	SF	\$28.35	\$11,804.94
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	209.100	SF	\$27.30	\$5,708.43
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	627.600	LF	\$18.90	\$11,861.64
754	0563	REFERENCE MARKER-TYPE C	1.000	EA	\$160.00	\$160.00
754	8020	DYNAMIC MESSAGE SIGN	2.000	EA	\$141,750.00	\$283,500.00

North Dakota **FEDERAL AID**

Bid Opening Date: 11/8/2019

Project Number: CPU-NHU-8-010(041)939

PCN: 21170

Job Number: 1

English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	515.000	SF	\$36.75	\$18,926.25
762	0430	SHORT TERM 4IN LINE-TYPE NR	1,253.000	LF	\$2.10	\$2,631.30
762	1250	PREFORMED THERMO PLASTIC PVMT MK 4IN LINE	260.000	LF	\$6.30	\$1,638.00
762	1280	PREFORMED THERMO PLASTIC PVMT MK MESSAGE	80.000	SF	\$36.75	\$2,940.00
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	2,025.000	LF	\$10.40	\$21,060.00
762	1317	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	165.000	LF	\$21.00	\$3,465.00
762	1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	1,224.000	LF	\$34.65	\$42,411.60
762	1344	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	9,702.000	LF	\$10.40	\$100,900.80
770	0020	CONCRETE FOUNDATION-HIGHWAY LIGHTING	23.000	EA	\$893.00	\$20,539.00
770	0060	CONCRETE FOUNDATION-FEED POINT-TYPE B	1.000	EA	\$1,100.00	\$1,100.00
770	0100	PULL BOX	9.000	EA	\$1,155.00	\$10,395.00
770	0320	1.5IN DIAMETER RIGID CONDUIT	4,100.000	LF	\$6.83	\$28,003.00
770	0330	2IN DIAMETER RIGID CONDUIT	1,317.000	LF	\$7.35	\$9,679.95
770	0503	UNDERGROUND CONDUCTOR NO2-TYPE RHW	504.000	LF	\$2.47	\$1,244.88
770	0504	UNDERGROUND CONDUCTOR NO4-TYPE RHW	2,380.000	LF	\$1.84	\$4,379.20
770	0505	UNDERGROUND CONDUCTOR NO6-TYPE RHW	13,010.000	LF	\$1.52	\$19,775.20
770	0507	UNDERGROUND CONDUCTOR NO10-TYPE RHW	2,968.000	LF	\$1.00	\$2,968.00
770	0602	UNDERGROUND CONDUCTOR NO2-TYPE THW	252.000	LF	\$2.25	\$567.00
770	0605	UNDERGROUND CONDUCTOR NO6-TYPE THW	7,695.000	LF	\$1.58	\$12,158.10
770	0650	UNDERGROUND CONDUCTOR NO12 AWG STYLE THW	1,484.000	LF	\$0.75	\$1,113.00
770	0750	FEED POINT-TYPE V-PAD MOUNTED	1.000	EA	\$8,610.00	\$8,610.00
770	1003	ORNAMENTAL LIGHT STANDARD	16.000	EA	\$2,389.00	\$38,224.00
770	1313	LT STD 4FT MA 26FT MT HT FESTOON	6.000	EA	\$2,625.00	\$15,750.00
770	4210	LED LUMINAIRE	36.000	EA	\$1,470.00	\$52,920.00
770	4501	TEMPORARY LIGHTING SYSTEM	1.000	EA	\$27,825.00	\$27,825.00
770	4540	RELOCATE LIGHT STANDARD	2.000	EA	\$1,100.00	\$2,200.00
770	4567	REMOVE LIGHTING SYSTEM	1.000	EA	\$16,380.00	\$16,380.00
770	9270	MODIFY EXISTING FEED POINT	1.000	EA	\$680.00	\$680.00
772	2800	INTERIM TRAFFIC SIGNALS	2.000	EA	\$47,250.00	\$94,500.00
772	3125	REMOVE TRAFFIC SIGNAL SYSTEM	1.000	EA	\$20,800.00	\$20,800.00
772	9200	IT SYSTEM	1.000	EA	\$114,450.00	\$114,450.00
772	9300	SURVEILLANCE CAMERA SYSTEM	2.000	EA	\$6,825.00	\$13,650.00
772	9811	TRAFFIC SIGNAL SYSTEM - SITE 1	1.000	EA	\$218,400.00	\$218,400.00
772	9812	TRAFFIC SIGNAL SYSTEM - SITE 2	1.000	EA	\$83,475.00	\$83,475.00
772	9813	TRAFFIC SIGNAL SYSTEM - SITE 3	1.000	EA	\$287,070.00	\$287,070.00
920	1237	STRUCTURAL ENGINEER	200.000	MHR	\$475.00	\$95,000.00
920	1238	HISTORIAN	200.000	MHR	\$210.00	\$42,000.00
930	7000	NETTING	9,400.000	SF	\$9.45	\$88,830.00
930	7012	ROADWAY CANOPY	1.000	L SUM	\$42,000.00	\$42,000.00
930	9543	RETAINING WALL	1,931.000	SF	\$51.50	\$99,446.50
930	9612	SPALL REPAIR	6.000	SF	\$1,680.00	\$10,080.00
930	9691	BRIDGE FLOOR GRID	3,074.000	SF	\$150.15	\$461,561.10
930	9692	REMOVE BRIDGE FLOOR GRID	1.000	L SUM	\$178,500.00	\$178,500.00
950	8673	EXPANSION JOINT MODIFICATION	389.000	LF	\$168.00	\$65,352.00
970	0003	LANDSCAPE FABRIC	565.000	SY	\$2.65	\$1,497.25
970	0008	LANDSCAPE PREPARATION	565.000	SY	\$17.85	\$10,085.25
970	0060	PLANTING SOIL	419.000	CY	\$150.00	\$62,850.00
970	0095	HERBICIDE WEED CONTROL	0.140	ACRE	\$840.00	\$117.60

North Dakota **FEDERAL AID**Bid Opening Date: **11/8/2019**Project Number: **CPU-NHU-8-010(041)939**PCN: **21170**Job Number: **1**English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
970	0300	BENCH	5.000	EA	\$1,735.00	\$8,675.00
970	0320	TRASH RECEPTACLE	2.000	EA	\$1,470.00	\$2,940.00
970	0450	BIKE RACKS	2.000	EA	\$525.00	\$1,050.00
970	0600	CAST IRON TREE GRATES	54.000	EA	\$1,470.00	\$79,380.00
970	1000	TREES	149.000	EA	\$593.00	\$88,357.00
970	1012	SHRUBS GROUP A	203.000	EA	\$48.00	\$9,744.00
970	1030	PERENNIALS GROUP A	2,512.000	EA	\$21.00	\$52,752.00
Subtotal						\$8,194,879.44

Type: **OPTION 2**Include in Preliminary Estimate: **YES****REINFORCED CONCRETE PIPE**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
714	0115	PIPE CONC REINF 12IN CL III-STORM DRAIN	18.000	LF	\$82.00	\$1,476.00
714	0210	PIPE CONC REINF 15IN CL III-STORM DRAIN	1,032.000	LF	\$83.00	\$85,656.00
714	0315	PIPE CONC REINF 18IN CL III-STORM DRAIN	483.000	LF	\$92.00	\$44,436.00
714	0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	696.000	LF	\$104.00	\$72,384.00
714	0710	PIPE CONC REINF 27IN CL III-STORM DRAIN	130.000	LF	\$110.00	\$14,300.00
714	0825	PIPE CONC REINF 30IN CL III-STORM DRAIN	208.000	LF	\$121.00	\$25,168.00
714	0910	PIPE CONC REINF 36IN CL III-STORM DRAIN	287.000	LF	\$145.00	\$41,615.00
Subtotal Option 2						\$285,035.00

Subtotal **\$8,479,914.44**Eng and Contg **\$847,991.44**Total **\$9,327,905.88**Length **1.0380 Miles** CASS **1.0380 Miles**ConstructionEstimated Cost **\$9,327,905.88**

NHU FEDERAL FUNDS	80.93%	\$7,549,074.23
NHU STATE FUNDS	9.07%	\$846,041.06
NHU CITY FUNDS	10.00%	\$932,790.59

North Dakota **FEDERAL AID**

Bid Opening Date: 11/8/2019

Project Number: CPU-NHU-8-010(041)939

PCN: 21170

Job Number: 1

English/Metric: ENGLISH

Roadway: **URBAN**

RP 939.510 TO RP 940.548

Type: **CITY WATER AND SANITARY SEWER**

Participating: N

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.210	L SUM	\$50,500.00	\$10,605.00
103	0200	ESCROW OF BID DOCUMENTATION	0.210	L SUM	\$2,000.00	\$420.00
107	0100	RAILWAY PROTECTION INSURANCE	0.210	L SUM	\$2,500.00	\$525.00
108	0001	CRITICAL PATH METHOD SCHEDULE	0.210	L SUM	\$15,000.00	\$3,150.00
202	0136	REMOVAL OF PAVEMENT	66.000	TON	\$25.00	\$1,650.00
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	4,846.000	LF	\$50.00	\$242,300.00
202	0210	REMOVAL OF MANHOLES	15.000	EA	\$2,000.00	\$30,000.00
216	0100	WATER	1.000	M GAL	\$30.00	\$30.00
302	0101	SALVAGED BASE COURSE	17.000	CY	\$45.00	\$765.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	34.000	TON	\$266.00	\$9,044.00
702	0100	MOBILIZATION	0.210	L SUM	\$1,468,340.00	\$308,351.40
709	0100	GEOSYNTHETIC MATERIAL TYPE G	101.000	SY	\$3.00	\$303.00
714	7040	SANITARY SEWER SERVICE CONNECTION	38.000	EA	\$1,800.00	\$68,400.00
714	7048	PIPE PVC 6IN SEWER	1,467.000	LF	\$105.00	\$154,035.00
714	7150	PIPE PVC 12IN SEWER	1,356.000	LF	\$221.00	\$299,676.00
714	7160	PIPE PVC 18IN SEWER	658.000	LF	\$322.00	\$211,876.00
714	7165	PIPE PVC 21IN SEWER	31.000	LF	\$465.00	\$14,415.00
714	8498	CASING PIPE 18IN	84.000	LF	\$450.00	\$37,800.00
714	9680	PLUG PIPE-ALL TYPES & SIZES	7.000	EA	\$1,200.00	\$8,400.00
714	9720	UNDERDRAIN PIPE PVC PERFORATED 4IN	2,751.000	LF	\$8.50	\$23,383.50
714	9770	UNDERDRAIN PIPE PVC NON-PERFORATED 4IN	382.000	LF	\$8.50	\$3,247.00
722	0300	MANHOLE SANITARY	7.000	EA	\$7,250.00	\$50,750.00
722	3320	12IN X MANHOLE SEWER CONNECTION	3.000	EA	\$7,000.00	\$21,000.00
724	0210	FITTINGS-DUCTILE IRON	3,010.000	LBS	\$16.00	\$48,160.00
724	0270	REMOVE GATE VALVE & BOX	30.000	EA	\$500.00	\$15,000.00
724	0290	GATE VALVE & BOX 4IN	4.000	EA	\$2,115.00	\$8,460.00
724	0300	GATE VALVE & BOX 6IN	15.000	EA	\$2,360.00	\$35,400.00
724	0310	GATE VALVE & BOX 8IN	5.000	EA	\$2,800.00	\$14,000.00
724	0314	GATE VALVE & BOX 12IN	7.000	EA	\$4,650.00	\$32,550.00
724	0315	GATE VALVE & BOX 10IN	1.000	EA	\$4,100.00	\$4,100.00
724	0410	HYDRANT-INSTALL 5IN	8.000	EA	\$5,635.00	\$45,080.00
724	0430	REMOVE HYDRANT	8.000	EA	\$700.00	\$5,600.00
724	0611	WATER SERVICE LINE 1IN	777.000	LF	\$80.00	\$62,160.00
724	0613	WATER SERVICE LINE 1 1/4IN COPPER	29.000	LF	\$82.00	\$2,378.00
724	0616	WATER SERVICE LINE 1 1/2IN	182.000	LF	\$104.00	\$18,928.00
724	0621	WATER SERVICE LINE 2IN	158.000	LF	\$113.00	\$17,854.00
724	0670	TEMPORARY WATER SERVICE	1.000	L SUM	\$100,000.00	\$100,000.00
724	0790	WATERMAIN 4IN PVC	163.000	LF	\$96.00	\$15,648.00
724	0810	WATERMAIN 6IN PVC	497.000	LF	\$98.00	\$48,706.00
724	0830	WATERMAIN 8IN PVC	346.000	LF	\$101.00	\$34,946.00
724	0840	WATERMAIN 10IN PVC	210.000	LF	\$139.00	\$29,190.00
724	0850	WATERMAIN 12IN PVC	2,136.000	LF	\$115.00	\$245,640.00
724	0905	CURB STOP & BOX 1IN	18.000	EA	\$1,700.00	\$30,600.00
724	0906	CURB STOP & BOX 1 1/4IN	1.000	EA	\$1,765.00	\$1,765.00
724	0907	CURB STOP & BOX 1 1/2IN	5.000	EA	\$1,860.00	\$9,300.00

North Dakota **FEDERAL AID**Bid Opening Date: **11/8/2019**Project Number: **CPU-NHU-8-010(041)939**PCN: **21170**Job Number: **1**English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
724	0910	CURB STOP & BOX 2IN	14.000	EA	\$197.00	\$2,758.00
724	0944	CONNECTION TO EXISTING MAIN	8.000	EA	\$3,000.00	\$24,000.00
724	0955	WATER SERVICE CONNECTION 1IN	18.000	EA	\$1,200.00	\$21,600.00
724	0957	WATER SERVICE CONNECTION 1 1/4IN	1.000	EA	\$1,400.00	\$1,400.00
724	0958	WATER SERVICE CONNECTION 1 1/2IN	5.000	EA	\$1,690.00	\$8,450.00
724	0960	WATER SERVICE CONNECTION 2IN	5.000	EA	\$1,780.00	\$8,900.00
724	0970	WATER LINE CONNECTION 4IN	4.000	EA	\$1,800.00	\$7,200.00
724	0975	WATER LINE CONNECTION 6IN	7.000	EA	\$1,900.00	\$13,300.00
762	1344	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	366.000	LF	\$10.40	\$3,806.40
970	0050	STRUCTURAL SOIL	2,138.000	CY	\$289.00	\$617,882.00
Subtotal						\$3,034,887.30
Eng and Contg						\$0.00
Total						\$3,034,887.30

Length 1.0380 Miles CASS 1.0380 Miles

Estimated Cost		<u>Construction</u>
		\$3,034,887.30
NHUCITY FUNDS	100.00%	\$3,034,887.30

North Dakota **FEDERAL AID**

Bid Opening Date: 11/8/2019

Project Number: CPU-NHU-8-010(041)939

PCN: 21170

Job Number: 1

English/Metric: ENGLISH

Roadway: URBAN

RP 940.029 TO RP 940.133

Type: FARGO PARKS - DEPOT EXTERIOR IMPROVEMENT, LANDSCAPING, AND SIGN

Participating: N

Type: OPTION 3

Include in Preliminary Estimate: YES

DEPOT EXTERIOR IMPROVEMENTS

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
202	0114	REMOVAL OF CONCRETE PAVEMENT	730.000	SY	\$50.00	\$36,500.00
202	0293	REMOVE RETAINING WALL	506.000	LF	\$70.00	\$35,420.00
708	1540	INLET PROTECTION-SPECIAL	2.000	EA	\$125.00	\$250.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	2.000	EA	\$25.00	\$50.00
714	5713	REMOVE GRATES-ALL TYPES & SIZES	2.000	EA	\$1,500.00	\$3,000.00
714	9720	UNDERDRAIN PIPE PVC PERFORATED 4IN	318.000	LF	\$20.00	\$6,360.00
714	9770	UNDERDRAIN PIPE PVC NON-PERFORATED 4IN	53.000	LF	\$20.00	\$1,060.00
722	3453	GRATE-TYPE 1	2.000	EA	\$4,500.00	\$9,000.00
722	6140	ADJUST GATE VALVE BOX	4.000	EA	\$500.00	\$2,000.00
722	6160	ADJUST INLET	1.000	EA	\$1,000.00	\$1,000.00
722	6200	ADJUST MANHOLE	2.000	EA	\$1,500.00	\$3,000.00
724	1025	UNDERGROUND IRRIGATION SYSTEM	1.000	L SUM	\$18,150.00	\$18,150.00
750	0099	CONCRETE SIDEWALK	8,237.000	SF	\$40.00	\$329,480.00
750	0300	STEPS CONCRETE	1.000	L SUM	\$25,000.00	\$25,000.00
770	0001	LIGHTING SYSTEM	1.000	EA	\$55,000.00	\$55,000.00
770	4567	REMOVE LIGHTING SYSTEM	1.000	EA	\$10,000.00	\$10,000.00
772	2210	PEDESTRIAN PUSHBUTTON	2.000	EA	\$3,000.00	\$6,000.00
930	9524	ARCHITECTURAL TREATMENT - WALL PANEL	311.000	SF	\$687.50	\$213,812.50
930	9543	RETAINING WALL	155.000	SF	\$500.00	\$77,500.00
970	0008	LANDSCAPE PREPARATION	430.000	SY	\$20.00	\$8,600.00
970	0060	PLANTING SOIL	430.000	CY	\$180.00	\$77,400.00
970	0301	BENCH_TYPE 2	24.000	EA	\$6,000.00	\$144,000.00
990	1930	FLAG POLE	3.000	EA	\$2,500.00	\$7,500.00

Subtotal Option 3 **\$1,070,082.50**

Type: OPTION 4

Include in Preliminary Estimate: YES

DEPOT LANDSCAPING

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
970	1000	TREES	12.000	EA	\$580.00	\$6,960.00
970	1012	SHRUBS GROUP A	39.000	EA	\$70.00	\$2,730.00
970	1030	PERENNIALS GROUP A	1,708.000	EA	\$25.00	\$42,700.00

Subtotal Option 4 **\$52,390.00**

Type: OPTION 5

Include in Preliminary Estimate: YES

DEPOT SIGN

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
750	0020	PIGMENTED CONCRETE	409.000	SY	\$140.00	\$57,260.00

Subtotal Option 5 **\$57,260.00**

North Dakota **FEDERAL AID**Bid Opening Date: **11/8/2019**Project Number: **CPU-NHU-8-010(041)939**PCN: **21170**Job Number: **1**English/Metric: **ENGLISH**Subtotal **\$1,179,732.50**Eng and Contg **\$0.00**Total **\$1,179,732.50**Length **1.0380 Miles** **CASS** **1.0380 Miles**

Estimated Cost	<u>Construction</u>
	\$1,179,732.50

NHU FARGO CITY FUNDS	100.00%	\$1,179,732.50
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Type: **SPECIAL ITEMS**

Item Description	Amount
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RAILROAD FLAGGING	\$36,000.00
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Funding Splits:	NHU FEDERAL FUNDS	80.93%	\$29,134.80
	NHU STATE FUNDS	9.07%	\$3,265.20
	NHU CITY FUNDS	10.00%	\$3,600.00

PRELIMINARY ENGINEERING	\$3,735,924.62
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Funding Splits:	NHU FEDERAL FUNDS	80.93%	\$3,023,483.80
	NHU STATE FUNDS	9.07%	\$338,848.36
	NHU CITY FUNDS	10.00%	\$373,592.46

ESTIMATED COST OF RIGHT OF WAY	\$935,000.00
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Funding Splits:	NHU FEDERAL FUNDS	80.93%	\$756,695.50
	NHU STATE FUNDS	9.07%	\$84,804.50
	NHU CITY FUNDS	10.00%	\$93,500.00

ESTIMATED COST OF UTILITY ADJUSTMENTS	\$250,000.00
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Funding Splits:	NHU FEDERAL FUNDS	80.93%	\$202,325.00
	NHU STATE FUNDS	9.07%	\$22,675.00
	NHU CITY FUNDS	10.00%	\$25,000.00

Summary for Project

Length **1.0380 Miles** **CASS** **1.0380 Miles**Estimated Total Construction Cost: **\$12,694,534.24**Estimated Total Eng and Contg: **\$847,991.44**

	<u>Construction</u>	<u>Special Items</u>	<u>Total</u>
Estimated Cost	\$13,542,525.68	\$4,956,924.62	\$18,499,450.30
NHU FEDERAL FUNDS	\$7,549,074.23	\$4,011,639.10	\$11,560,713.33
NHU STATE FUNDS	\$846,041.06	\$449,593.06	\$1,295,634.12
NHU CITY FUNDS	\$3,967,677.89	\$495,692.46	\$4,463,370.35
NHU FARGO CITY FUNDS	\$1,179,732.50	\$0.00	\$1,179,732.50

Option 3	Eng Est	Dak Under	Diff.
	\$7,300.00	\$36,500.00	500.00%
	\$25,300.00	\$35,420.00	140.00%
	\$400.00	\$250.00	62.50%
	\$100.00	\$50.00	50.00%
	\$500.00	\$3,000.00	600.00%
	\$6,996.00	\$6,360.00	90.91%
	\$1,166.00	\$1,060.00	90.91%
	\$1,200.00	\$9,000.00	750.00%
	\$3,000.00	\$2,000.00	66.67%
	\$1,250.00	\$1,000.00	80.00%
	\$2,500.00	\$3,000.00	120.00%
	\$5,000.00	\$18,150.00	363.00%
	\$82,700.00	\$329,480.00	398.40%
	\$15,000.00	\$25,000.00	166.67%
	\$43,445.00	\$55,000.00	126.60%
	\$14,500.00	\$10,000.00	68.97%
	\$2,000.00	\$6,000.00	300.00%
	\$76,195.00	\$213,812.00	280.61%
	\$7,750.00	\$77,500.00	1000.00%
	\$6,450.00	\$8,600.00	133.33%
	\$15,480.00	\$77,400.00	500.00%
	\$38,400.00	\$144,000.00	375.00%
	\$6,000.00	\$7,500.00	125.00%
	<u>\$362,632.00</u>	<u>\$1,070,082.00</u>	<u>295.09%</u>

Option 4

	\$7,200.00	\$6,960.00	96.67%
	\$1,950.00	\$2,730.00	140.00%
	<u>\$42,700.00</u>	<u>\$42,700.00</u>	<u>100.00%</u>
	<u>\$51,850.00</u>	<u>\$52,390.00</u>	<u>101.04%</u>

Option 5

	<u>\$36,810.00</u>	<u>\$57,260.00</u>	<u>155.56%</u>
	<u>\$36,810.00</u>	<u>\$57,260.00</u>	<u>155.56%</u>