

FARGO CITY COMMISSION AGENDA
Monday, December 28, 2020 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, December 14, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. City of Fargo Resolution Authorizing Officers to Make Deposits and Withdrawals and designated depositories.
- 2. Bid awards for janitorial services:
 - a. Main Library (RFP21014-A).
 - b. City Hall/West Wing/Sky Commons (RFP21014-B)
 - c. Fargo Cass Public Health (RFP21014-C).
- 3. Change Order No. 1 for an increase of \$57,084.00 for Project No. FM-16-A1.
- 4. Negative Final Balancing Change Order No. 2 in the amount of -\$4,980.00 for Project No. AN-20-B1.
- 5. Negative Final Balancing Change Order No. 2 in the amount of -\$107.50 for Project No. TR-19-A1.
- 6. Estimate in the amount of \$93,700.00 for Cass County Electric Cooperative to bring permanent power to the new flood control lift station (Project No. FM-16-A1).
- 7. Revision to Section 2100 Concrete Paving, and Curbs and Gutter of the Standard Specifications for Construction.
- 8. Second Amendment to Agreement with Ovations Food Services, L.P. d/b/a Spectra Food Services and Hospitality.
- 9. Grant award in the amount of \$25,000.00 from the ND Department of Commerce for the Hospitality Economic Resiliency Grant (no local match is necessary).
- 10. State Water Commission request for cost reimbursement for the FM Metro Area Flood Risk Management Project for costs totaling \$1,070,511.23.
- 11. Public Assistance Grant Program Subgrant Agreement with the ND Department of Emergency Services.
- 12. Property Use Agreement and Release Form with Faith Journey Lutheran Church.

14. Bid award and Agreement with Ed's Towing Service, Inc. for removal, impound and disposition of junk cars for 2021.
15. Change Order No. 4 for an increase of \$69,942.00 for demo of old City Hall.
16. Agreement Amendment with Reach Partners, Inc. in the amount of \$30,000.00 for project management of the quarantine and isolation setup at 222 4th Street North, contingent upon Finance Committee approval.
17. Contract Amendment and Change Order with MDM Construction, LLC in an amount not to exceed \$225,000.00 for construction services at 222 4th Street North.
18. Amendment to Contract Nos. 38190960 and 381809878 with the ND Department of Transportation (CFDA #s 20.513 and 20.526).
19. Sole Source Procurement with Midwest Ironworks for Project No. WA1905 (SSP21017).
20. Bills.
21. Negative Final Balancing Change Order No. 1 in the amount of -\$7,031.50 for Improvement District No. AN-19-J1.
22. Negative Final Balancing Change Order No. 1 in the amount of -\$4,018.44 for Improvement District No. PR-20-C1.
23. Create Improvement District No. AN-20-E.
24. Contract and bond for Improvement District No. BN-20-M1.

REGULAR AGENDA:

25. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**
26. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. Zoning change from LC, Limited Commercial and MR-2, Multi-Dwelling Residential to MR-2, Multi-Dwelling Residential, Darling's First Addition (721 University Drive South); approval recommended by the Planning Commission on 12/1/20.
 1. 1st reading of rezoning Ordinance.
 - b. Zoning Change to establish the Oak Grove Neighborhood Historic Overlay District on Blocks 29, 30, 39, 40 and 41, Keeney and Devitts Second Addition; Blocks 1, 2 and 3 Oak Grove Addition; and Blocks 2, 3 and 4, Lindsays Addition (located in the area roughly bounded on the North by 8th Avenue North, East by Short Street North, South by 6th Avenue North and some areas further south towards the Red River, and West between 1st and 2nd Streets North); approval recommended by the Planning Commission on 12/1/20.
 1. 1st reading of rezoning Ordinance.

- c. Hearing on a dangerous building located at 1021 10th Street North.
- 27. Recommendation for appointments to the Sustainability and Resiliency Committee and to solicit the public to serve as At-Large appointees.
- 28. COVID-19 Update:
 - a. Police Department complaint calls and enforcement update.
 - b. Business Assistance Program update.
- 29. Recommendation for the purchase of property at 501 Main Avenue.
- 30. Applications for property tax exemptions for improvements made to buildings:
 - a. Karri and Robert Becker, 60 Fremont Drive South (3 year).
 - b. Jane Voglewede and David Abbott, 2961 Peterson Parkway North (3 year).
 - c. Edward and Carolyn Bean, 3541 29th Street South (3 year).
 - d. Jonathan and Sadie Erickson, 161 South Woodcrest Drive North (5 year).
 - e. Michael and Delpha Haugrud, 1533 10th Street South (5 year).
- 31. Application for Games of Chance for the Vietnam Veterans of America Chapter 941 for a raffle on 4/30/21.

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

Minutes are available on the City of Fargo website at [FargoND.gov/CityCommission](https://fargoND.gov/CityCommission).

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Designated Depositories
DATE: December 17, 2020

At this time I would like to designate all financial institutions and brokerage firms located in the City of Fargo as designated depositories of the City of Fargo in addition please designate PFM Financial Advisors Group as asset managers. Also, it is time to renew the authorized signors of public funds.

Copies of the updated resolution will be forwarded to financial institutions located in the City.

If you have any questions, please call me at 241-1301

Recommended Motion:

Approve the Resolution Authorizing Officers to make Deposits and Withdrawals and approve the Designated Depositories.

CITY OF FARGO RESOLUTION AUTHORIZING OFFICERS TO MAKE DEPOSITS AND WITHDRAWALS

WHEREAS, The City of Fargo, a municipal corporation existing under the laws of the State of North Dakota, must designate depositories of the funds of the City of Fargo,

NOW THEREFORE BE IT RESOLVED, That the Board of City Commissioners of the City of Fargo, North Dakota hereby designates any City of Fargo Financial Institution or Brokerage Firm and PFM Financial Advisors to be a depository of the funds of the City of Fargo, and that the said funds be subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders for the payment of money when signed by two signatures of the following: Timothy J. Mahoney, Mayor; Kent Costin, Director of Finance, Jill Pagel, Deputy City Auditor and Steven Sprague, City Auditor with one of the signatures being either Steven Sprague or Kent Costin.

BE IT FURTHER RESOLVED, That the depository institution is authorized to pay any such checks, notes, drafts, bills of exchange, acceptances, undertakings or other orders and also to receive the same for the credit of or in payment from the payee or any other holder without inquiry as to the circumstance of issue or the disposition of the proceeds thereof, even if drawn to the individual order of any signing officer or payable to said firm or others for his account, or tendered in payment of his individual obligation.

BE IT FURTHER RESOLVED, That any and all endorsements for or on behalf of the City of Fargo upon checks, drafts, notes or instruments for deposit or collection made with the said Firm may be written or stamped endorsements of the City of Fargo without any designation of the person making such endorsements.

BE IT FURTHER RESOLVED, That said Firm be promptly notified in writing by the City Auditor or any other officer of the City of Fargo of any change in these resolutions and that until it has actually received such notice in writing said Firm is authorized to act in pursuance of these resolutions.

WE FUTHER CERTIFY, That these resolutions are within the power of the Board of City Commissioners to pass as provided in the Home Rule Charter to the City of Fargo.

Adopted at the meeting of the Board of City Commissioners this 28th Day of December 2020.

SEAL

Timothy J. Mahoney, Mayor

IN WITNESS WHEREOF, I have hereunto set my hand as City Auditor of the City of Fargo and affixed the corporate seal this 28th day of December, 2020.

Steven Sprague, City Auditor

The following are the Signatures of the authorized officers of the City of Fargo to sign for the deposited funds as adopted on December 28, 2020.

Timothy J. Mahoney, Mayor

Kent Costin, Director of Finance

Steven Sprague, City Auditor

Jill Pagel, Deputy City Auditor



December 18, 2020

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

RE: Contract Award for RFP 21014 – Janitorial Services **Main Library**

Dear Commissioners:

Proposals were received and reviewed on December 10, 2020 in response to an RFP that was issued by the Facilities Management department for janitorial services at the Main Library. Four contractors responded to the RFP and submitted proposals.

The proposals were evaluated based on the following criteria:

- Cost
- Experience
- Staffing

After evaluation, we recommend Osgood Cleaning LLC as the preferred contractor for this service in the total amount of \$252,000.00 for three years.

REQUESTED MOTION: Approved Osgood Cleaning LLC with a three year contract from January 1, 2021 to December 31, 2023 for janitorial services at the Main Library.

Respectfully,

A handwritten signature in cursive script, appearing to read "Brock Morrison".

Brock Morrison
Director of Facilities Management



26

December 21, 2020

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

RE: Contract Award for RFP 21014 – Janitorial Services **City Hall/West Wing/Sky Commons**

Dear Commissioners:

Proposals were received and reviewed on December 10, 2020 in response to an RFP that was issued by the Facilities Management department for janitorial services City Hall/West Wing/Sky Commons. Four contractors responded to the RFP and submitted proposals.

The proposals were evaluated based on the following criteria:

- Cost
- Experience
- Staffing

After evaluation, we recommend Automated Maintenance Services Inc. as the preferred contractor for this service in the total amount of \$611,928.00 for three years.

REQUESTED MOTION: Approved Automated Maintenance Services Inc. with a three year contract from January 1, 2021 to December 31, 2023 for janitorial services.

Respectfully,

A handwritten signature in black ink, appearing to read "Brock Morrison", is written over a horizontal line.

Brock Morrison
Director of Facilities Management



December 21, 2020

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

RE: Contract Award for RFP 21014 – Janitorial Services **Fargo Cass Public Health**

Dear Commissioners:

Proposals were received and reviewed on December 10, 2020 in response to an RFP that was issued by the Facilities Management department for janitorial services City Hall/West Wing/Sky Commons. Four contractors responded to the RFP and submitted proposals.

The proposals were evaluated based on the following criteria:

- Cost
- Experience
- Staffing

After evaluation, we recommend Automated Maintenance Services Inc. as the preferred contractor for this service in the total amount of \$416,772.00 for three years.

REQUESTED MOTION: Approved Automated Maintenance Services Inc. with a three year contract from January 1, 2021 to December 31, 2023 for janitorial services.

Respectfully,

A handwritten signature in black ink, appearing to read "Brock Morrison". The signature is written in a cursive, flowing style.

Brock Morrison
Director of Facilities Management

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(3)

Project No. FM-16-A1

Type: Change Order #1

Location: 45th Street & 64th Avenue North

Date of Hearing: 12/21/2020

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/28/2020</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 Change Order #1 in the amount of \$57,084.00 for additional work.

Staff is recommending approval of Change Order #1 in the amount of \$57,084.00, bringing the total contract amount to \$9,268,620.30.

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

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of \$57,084.00, bringing the total contract amount to \$9,268,620.30 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

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

COMMITTEE

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<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 type="checkbox"/>	<input 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: Roger E. Kluck, PE, CFM Civil Engineer II Storm Sewer & Floodplain
CC: Jody Bertrand, Division Engineer; Nathan Boerboom, Division Engineer
Date: December 10, 2020
Re: Project No. FM-16-A1 – North Side Flood Risk Management Levee
Change Order No. 1

The project was advertised in August 2020 and the project was awarded to Key Contracting in September 2020. The project is underway and the Contractor has done the excavation and pre-loading for the new lift station structure, relocated several utilities both private and public, and has built a portion of the levee from 25th west to the COF lagoons. A few items were encountered that required extra work during construction this year and are covered in Change Order # 1. Each of the items were reviewed with the Contractor and Moore Engineering and the corrective measures were appropriate. The seven change order items total \$57,084.00.

Funding for this project will come from the Flood Sales Tax Fund 460. Engineering has reviewed the proposals and feel they are reasonable and in line with other similar work.

Recommended Motion:

Approve Change Order #1 in the amount of \$57,084.00 to Key Contracting.

Attachment



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

Project No	FM-16-A1	Change Order No	1
Project Name	North Side Flood Risk Management Levee	For	Key Contracting Inc
Date Entered	12/9/2020		

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: CDF, wick drain excavation, 12" water main & Valves.

While installing the temporary bypass pipe for Drain 10 a conflict arose with an existing wastewater force main. The bypass pipe was moved to miss force main requiring CDF backfill due to reduced room for a portion of the pipe end. In order to accommodate the crane for the pre-load wick drains more excavation and embankment was required to prepare the surface. The contractor bid the same price for sediment control logs and silt fence. The contractor elected to install all sediment control logs instead of silt fence. Cass rural water requested that the relocation of their water main due to construction of the new levee be done with fusible PVC pipe instead of standard water main pipe to avoid future maintenance. Two 12" gate valve bid items were left out of the bid items but were required for the Cass Rural water main relocation to allow shut off of pipe thru levee. No extra time was requested from the contractor for this work.

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 (\$)
Erosion and Sediment Control	10	Sediment Control Log 6" to 8" Dia	LF	1,245.00	0.00	1,245.00	6,900.00	8,145.00	2.20	15,180.00
	11	Silt Fence - Standard	LF	6,900.00	0.00	6,900.00	-6,900.00	0.00	2.20	-15,180.00
Erosion and Sediment Control Sub Total (\$)										
Flood Mitigation	45	Excavation	CY	13,922.00	0.00	13,922.00	3,000.00	16,922.00	4.50	13,500.00
	52	Embankment	CY	13,922.00	0.00	13,922.00	3,000.00	16,922.00	4.40	13,200.00
Flood Mitigation Sub Total (\$)										
Storm Sewer	80	F&I Controlled Density Fill	CY	0.00	0.00	0.00	50.00	50.00	188.00	9,400.00
	Storm Sewer Sub Total (\$)									
Water Main	81	Bore Pipe C900 DR 18 - 12" Dia PVC	LF	0.00	0.00	0.00	64.00	64.00	156.00	9,984.00
	82	F&I Gate Valve 12" Dia	EA	0.00	0.00	0.00	2.00	2.00	5,500.00	11,000.00
Water Main Sub Total (\$)										
20,984.00										

Summary

Source Of Funding

Sales Tax Funds - Flood Control - 460

Net Amount Change Order # 1 (\$)

57,084.00

Previous Change Orders (\$)

0.00



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

Original Contract Amount (\$)	9,211,536.30
Total Contract Amount (\$)	9,288,620.30

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	06/15/2022	Current Final Completion Date	07/01/2022	Additional Days Substantial Completion	0.00	Additional Days Final Completion	0.00	New Substantial Completion Date	06/15/2022	New Final Completion Date	07/01/2022
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Description

Key Contracting
Steve Carr

APPROVED

For Contractor

Title

VP

12/10/20

APPROVED DATE

Department Head

Mayor

Attest

T. Carr
12/22/20

④

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. AN-20-B1 Type: Negative Final Balancing Change Order #2

Location: 10th to 11th Ave N Date of Hearing: 12/21/2020
Between 3rd & 4th St N

<u>Routing</u>	<u>Date</u>
City Commission	12/28/2020
PWPEC File	X
Project File	Jeremy Engquist

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, for Negative Final Balancing Change Order #2 in the amount of -\$4,980.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of -\$4,980.00, bringing the total contract amount to \$167,606.00.

On a motion by Steve Sprague, seconded by Bruce Grubb, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Northern Improvement.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #2 in the amount of -\$4,980.00, bringing the total contract amount to \$167,606.00 to Northern Improvement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

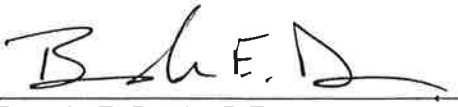
COMMITTEE

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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Brenda E. Derrig, P.E.
City Engineer

Improvement District No	AN-20-B1	Change Order No	2
Project Name	PC Concrete Alley Paving & Incidentals		
Date Entered	12/9/2020	For	Northern Improvement Co

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

EXPLANATION OF CHANGE: Final Balancing Change Order

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	5	Subgrade Preparation	SY	1,454.00	0.00	1,454.00	-23.00	1,431.00	4.00	-92.00
	6	Remove Driveway All Thicknesses All Types	SY	54.00	0.00	54.00	3.00	57.00	17.00	51.00
	7	Rem & Repl Curb & Gutter	LF	28.00	0.00	28.00	6.00	34.00	70.00	420.00
	8	F&I Pavement 6" Thick Reinf Conc	SY	1,400.00	0.00	1,400.00	-26.00	1,374.00	71.50	-1,859.00
	9	F&I Driveway 6" Thick Reinf Conc	SY	54.00	0.00	54.00	12.00	66.00	82.50	990.00
	10	Rem & Repl Pavement 10" Thick Asph	SY	26.00	0.00	26.00	-26.00	0.00	115.00	-2,990.00
	17	F&I Rock Mulch	TON	10.00	0.00	10.00	-10.00	0.00	150.00	-1,500.00
									Paving Sub Total (\$)	-4,980.00

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-4,980.00
0.00
172,586.00
167,606.00

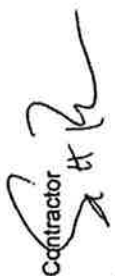

I hereby accept this order both as to work to be performed and prices on which payment shall be based.

CONTRACT TIME



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

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/16/2020		0.00	0.00	10/16/2020	

APPROVED  For Contractor Title VICE PRESIDENT	APPROVED DATE Department Head  Mayor 12/22/20
	Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(5)

Project No. TR-19-A1

Type: Negative Final Balancing Change Order #2

Location: 45th St S at 17th Ave,
13th Ave & Page Dr

Date of Hearing: 12/21/2020

RoutingDate

City Commission

12/28/2020

PWPEC File

X

Project File

Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, for Negative Final Balancing Change Order #2 in the amount of -\$107.50, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of -\$107.50, bringing the total contract amount to \$242,547.50.

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

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #2 in the amount of -\$107.50, bringing the total contract amount to \$242,547.50 to Strata Corp.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: St Lt Utility Funds & 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

☐☐☐

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

Project No	TR-19-A1	Change Order No	12
Project Name	Traffic Signal & Street Light Maintenance & Incidentals		
Date Entered	12/9/2020	For	Strata Corporation

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

EXPLANATION OF CHANGE: final balancing change order

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Traffic Signal	8	F&I Signal Cable Twisted Pair Video Det	LF	308.00	0.00	308.00	-133.00	175.00	1.50	-198.50
	10	F&I Conduit 2" Dia	LF	106.00	0.00	106.00	-106.00	0.00	8.00	-848.00
	16	* move video detection camera to mast arm	LS	0.00	0.00	0.00	1.00	1.00	940.00	940.00
Traffic Signal Sub Total (\$)									-107.50	
Grand Total (\$)									-107.50	

* NC Items

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)	-107.50
Previous Change Orders (\$)	4,550.00
Original Contract Amount (\$)	238,105.00
Total Contract Amount (\$)	242,547.50

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/01/2019		0.00	0.00	10/01/2019	

Description

APPROVED

For Contractor

Title

Justin Schell
Project Manager

APPROVED DATE

Department Head

Mayor

Attest

12/22/20

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: FM-16-A1

Type: CCEC Estimate to Bring in Permanent Power to New Lift Station

Location: North Side Flood Risk Management Levee

Date of Hearing: 12/21/2020

RoutingDate

City Commission

12/28/2020

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the attached estimate from Roger Kluck, Project Engineer, to bring in permanent power to a new lift station in 2021.

The project was advertised in August 2020 and was awarded to Key Contracting in September 2020. The project includes a flood control lift station that will need permanent power by the end of 2021. The flood control lift station will be located on Drain 10, just east of the intersection of 25th Street and 52nd Avenue North. In order to allow the electric utilities to plan their construction schedule for next summer, we have received the attached construction estimate from Cass County Electric Cooperative for \$93,700.00 to bring in permanent power.

Engineering has reviewed the proposal and feel they are reasonable and in line with other similar work.

Staff is seeking approval of the estimate for \$93,700.00 to Cass County Electric Cooperative to bring permanent power to the new flood control lift station.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to approve the estimate for \$93,700.00 to Cass County

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the estimate for \$93,700.00 to Cass County Electric Cooperative to bring permanent power to the new flood control lift station.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Flood Sales Tax Fund 460

Developer meets City policy for payment of delinquent specials

Agreement for payment of specials required of developer

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

Yes No

N/AN/AN/ACOMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☐☐☐

Steve Dirksen, Fire Chief

☒☒☐

Ryan Erickson

Bruce Grubb, City Administrator

☒☒☐

Ben Dow, Director of Operations

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Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Kent Costin, Finance Director

☐☐☐

ATTEST:

C: Kristi Olson

Brenda E. Derrig, P.E.
City Engineer

on behalf of

Memorandum

To: Members of PWPEC

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

CC: Jody Bertrand, Division Engineer; Nathan Boerboom, Division Engineer

Date: December 8, 2020

Re: Project No. FM-16-A1 – North Side Flood Risk Management Levee
CCEC Estimate to Bring in Permanent Power to New Lift Station in 2021

The project was advertised in August 2020 and the project was awarded to Key Contracting in September 2020. The project includes a flood control lift station that will need permanent power by the end of 2021. The flood control lift station will be located on Drain 10 just east of the intersection of 25th Street and 52nd Avenue North. In order to allow the electric utilities to plan their construction schedule for next summer we have received the attached construction estimate from Cass County Electric Cooperative for \$93,700.00 to bring in permanent power.

Funding for this project will come from the Flood Sales Tax Fund 460. Engineering has reviewed the proposal and feel they are reasonable and in line with other similar work.

Recommended Motion:

Approve budget estimate for \$93,700.00 to Cass County Electric Cooperative to bring permanent power to the new flood control lift station.



4100 32nd Avenue SW
 Fargo ND 58104

Aid To Construction Estimate

DATE: 12/7/2020

Prepared By:

Brent Hodgson

Work # 701-356-4481
 Cell # 701-367-6550
 WO# 75632
 Map Location 070-120-0000

TO:

Roger Kluck

City Of Fargo
 225 4th St N

Phone 701-241-1537
 Cell 701-361-5354

MEMBER/CONTRACTOR ITEMS TO BE COMPLETED PRIOR TO CONSTRUCTION

Signed Aid to Construction
 50% of the project paid prior to construction

Extend power from North end of Stockmans Addition to North Fargo pumping station for the FM16A1 project

ITEMIZED ESTIMATE: TIME AND MATERIALS	Qty	Cost	ATC Allowance	ATC Req'd
KVA				\$7,500
Amp				\$1,200
line extension				\$85,000
Other				
Other				
Total Estimated Aid to Construction Cost				\$93,700.00
Total Amount to be paid prior to Construction				

Terms and Conditions: This is a good-faith estimate, valid for 30 days, and pending the successful acquisition of all necessary easements and permits to complete the work. It's possible the scope of the job as outlined above could change slightly due to unforeseen weather, soil, or other issues that might arise, which would result in additional charges, not to exceed the maximum contingency allowance percentage. Lead times for materials may be up to 12 weeks or more, and materials will not be ordered until the estimate is accepted. Payment is due as follows: 50% of member's share of the total cost will be paid prior to construction.

By signing below, I hereby accept and agree to the terms and conditions of this estimate. I agree to pay the estimated aid to construction as detailed above, and authorize Cass County Electric to proceed with the work proposed.

ACCEPTED BY

DATE

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

⑦

Type: Revision to Section 2100
Concrete Paving and Curbs & Gutters

Location:

Date of Hearing: 12/21/2020

RoutingDate

City Commission

12/28/2020

PWPEC File

X

Project File

Tom Knakmuhs

Over two years ago, the City of Fargo Engineering Department began working with industry experts, material testing firms, local contractors, local suppliers, and the North Dakota Ready Mix & Concrete Products Association to update Section 2100 Concrete Paving and Curbs & Gutter of the City of Fargo Standard Specifications for Construction.

The changes made to these specifications will ensure that the City of Fargo continues to receive high quality concrete pavements with a maintainable long service life. These changes also ensure consistency with industry standards and guarantee a high quality product that can be delivered at a competitive price.

Staff is seeking approval of the revisions to Section 2100 of the City of Fargo Standard Specifications for Construction.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to approve the revisions to Section 2100 of the City of Fargo Standard Specifications for Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the revised Section 2100 Concrete Paving and Curbs & Gutter of the City of Fargo Standard Specifications for Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

Yes No

N/AN/AN/ACOMMITTEE

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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

 on behalf of
Brenda E. Derrig, P.E.
City Engineer



Memorandum

To: PWPEC

From: Tom Knakmuhs, Assistant City Engineer

Date: 12/15/2020

Re: Revision to Section 2100 Concrete Paving and Curbs & Gutters

Over two years ago, the City of Fargo Engineering Department began working with industry experts, material testing firms, local contractors, local suppliers, and the North Dakota Ready Mix & Concrete Products Association to update Section 2100 Concrete Paving and Curbs & Gutter of the City of Fargo Standard Specifications for Construction.

The changes made to these specifications will ensure that the City of Fargo continues to receive high quality concrete pavements with a maintainable long service life. These changes also ensure consistency with industry standards and guarantee a high quality product that can be delivered at a competitive price.

Recommended Motion:

Approve the revised Section 2100 Concrete Paving and Curbs & Gutter of the City of Fargo Standard Specifications for Construction.

Attached:

Summary of Revisions

Updated Section 2100 Concrete Paving and Curbs & Gutters Specifications

Updated Section 2100 Concrete Paving and Curbs & Gutters Drawings

2021

Summary of Major Revisions

to the

City of Fargo

Standard Specifications

for

Construction

SECTION 2100 – CONCRETE PAVING AND CURBS & GUTTERS

Part 1 – Description of Work

- Added language referencing Section 2070 Aggregate Bases

Part 2 - Materials

- 2.1 – Updated Cementitious section.
- 2.2 – Updated Aggregates section.
- 2.3 – Added ASTM requirements.
- 2.4 – Updated requirements. Moved fly ash section to 2.1.
- All following sections and subsections were renumbered accordingly. Various sections were restructured and reordered for consistency.
- 2.5 – Added Proportion Properties Table. Added paragraph about adjusting for air loss from consolidation. Added Coarseness and Workability table.
- 2.6 – Updated Fast-Track Concrete section.
- 2.8 – Updated Mixing section.
- 2.9 – Added Field Adjustments to Mixed Concrete section.
- 2.11 – Updated Reinforcement Steel, Dowel Bars, and Tie Bars section.

- 2.12 – Revised Joint Material requirements. All expansion/isolation joint material shall be made of rubber material and conform to the requirements of ASTM D 1752. The joint material shall be Reflex® Rubber Expansion or approved equal.
- 2.12.4 – Added Backer Rod requirements.
- 2.13 – Updated Curing and Sealing Compound requirements.
- 2.14 – Updated submittal requirements.

Part 3 - Construction

- 3.1 – Added language for Aggregate Base requirements.
- All following sections and subsections were renumbered accordingly. Various sections were restructured and reordered for consistency.
- 3.2 – Added Contractor Flatwork Certification section and requirements.
- 3.3 – Revised language to clarify reinforcing steel requirements. Moved dowel bar & tie bar alignment and placement language to other related sections.
- 3.4 – Language that has been used in plan section 210, special instructions to bidders, was incorporated. Language was added to reflect additional requirements.
- 3.4.1 – Added language to clarify cold weather pouring requirements.
- 3.4.2 – Added Protecting Concrete from Rain Damage section.
- 3.5.1 – Added language clarifying equipment and string line requirements.
- 3.5.2 – Added AMG (Stringless paving) requirements for slip-form paving. Added requirements for drag material attached to slip-form paver. Added slip-form vibrator requirements. Added AMG (Stringless paving) requirements for slip-form curbing.
- 3.6 – Added language clarifying fixed form equipment and construction requirements.
- 3.7 – Added language clarifying auxiliary finishing equipment requirements.
- 3.8 – Added language clarifying new requirements throughout the Joints and Sawing section.
- 3.8.1 – The use of marking joints by spray paint will not be allowed.
- 3.8.2 – Added dowel bars placement tolerances.
- 3.8.3 – Added tie-bar tolerances.
- 3.8.6 – Added joint raveling language and deduct adjustment table.
- 3.10 – Added new texture testing requirements.
- 3.12 – Joints shall be sealed before opening to construction and public traffic and no more than 10 days after placement of concrete. Added water jetting requirements.
- 3.12.1 – Added new sealant height requirements.
- 3.13 – Added language about keeping new pavements clean during construction activities and an hourly charge for failing to keep pavement clean.
- 3.15 – Updated and added language for clarifying new requirements throughout the Pavement Surface Smoothness section.
- 3.16 – Added Pavement Surface Pop Out Tolerance section.
- 3.21 – Added language clarifying testing requirements.

Drawings:

- In general, all details were updated for consistency.
- 5.1 – Revised table:
 - Corrected pavement widths.
 - Revised slab and gravel thicknesses.
 - Revised panel heights and widths.
- 5.1 – Removed keyway in detail. Updated drawing text.
- 5.2 – Revised aggregate base depth to 4". Added 7" commercial thickness. Updated minor text.
- 5.3 – Revised drawing to show typical reinforcement and joint placement. Updated text. Added curb and gutter shall be poured separate from adjacent concrete pavement.
- 5.4 thru 5.17 drawings were renumbered accordingly.
- 5.4 – Removed keyway from detail. Updated minor text.
- 5.5 – Updated doveled joint table. Revised ASTM requirements.
- 5.6 – Removed keyway from detail. Revised drawing and minor text.
- 5.7 – Added new longitudinal requirements for joint sealant. Revised sealant height requirements. Revised notes and minor text.
- 5.8 – Additional reinforcement added around casting. Added 13" min. set in-place height. Updated minor text.
- 5.9 – Changed drawing name to Reinforcing Steel. Updated drawing and text.
- 5.11 – Removed keyway from detail. Added 250' max. spacing for expansion joints. Removed 2" CL-5 cushion. Added 2" paving lip. Revised dimensions, notes and text.
- 5.12 – Removed keyway from detail. Added 250' max. spacing for expansion joints. Removed 2" CL-5 cushion. Added 2" paving lip. Revised dimensions, notes and text.
- 5.13 – Added joint w/sealant and joint w/o sealant details. Revised text and notes.
- 5.14 – Updated drawings and text.
- 5.15 – Updated drawings and text.
- 5.16 – Revised note #2, the 10" was changed to 10°. Updated minor text.
- 5.17 – Added Railroad Expansion detail.

Deleted Drawings:

- 5.4 Expansion Joint detail
- 5.9 Typical Manhole Isolation detail

**CITY OF FARGO SPECIFICATIONS
CONCRETE PAVING AND CURBS & GUTTERS**

**PART 1
DESCRIPTION OF WORK**

The work to be done under this section of the Specifications and the accompanying plans consists of furnishing all labor, material, accessories, and plant necessary to complete the concrete curb and gutter and/or concrete paving of certain streets, avenues or alleys in the City of Fargo.

This section includes excavation, filling, and subgrade preparation in accordance with Section 2000 Excavation, Filling, and Subgrade Preparation and aggregate bases in accordance with Section 2070 Aggregate Bases. This section shall also include the furnishing and placing reinforcing steel, dowels, curb and gutter, valley gutters, furnishing and setting headers, constructing the type of paving designated, setting castings or valve boxes to grade, and all other work as may be necessary to properly complete the work in accordance with these Specifications and the accompanying plans.

PART 2 MATERIALS

2.1. CEMENTITIOUS

2.1.1. PORTLAND CEMENT

Cement shall meet the current specifications of one of the following ASTM's.

- ASTM C 150 Standard Specification for Portland Cement
- ASTM C 595 Standard Specification for Blended Hydraulic Cements
- ASTM C 1157 Standard Performance Specification for Hydraulic Cement

Different brands of cement, or the same brand of cement from different mills, shall not be mixed during use without approval of the Engineer. Cement shall be stored in a suitable manner to prevent moisture damage; cement which is partially set or which contains lumps or cakes shall be rejected. Cements shall meet the following requirements unless written approval is provided by the Engineer.

Specification	ASTM C 150	ASTM C 595*	ASTM C 1157
Requirement	Types I or II	Types GU, MS and HS	Types GU, MS or HS

* Slag cement and fly ash content shall be a maximum of 30% and a maximum total replacement of 40% with ternary cementitious mixtures.

All mixes shall include a maximum of 620 lbs. total cementitious content including fly ash or slag cement. At least 20% of the total cementitious content, by mass, shall be fly ash or slag cement. When approved by the Engineer, the fly ash and slag cement content may be reduced to 15%, by mass, between October 15 and April 15.

2.1.2. FLY ASH

Fly ash shall meet the requirements of ASTM C 618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete. Fly Ash will be allowed as a cement replacement on a 1:1 ratio, by mass, up to a maximum of 30%.

2.1.3. SLAG CEMENT

Slag cement shall meet the requirements of ASTM C 989 Standard Specification for Slag Cement for Use in Concrete and Mortars. For machine placed concrete with slumps less than 1.5 inches, slag cement will be allowed as a cement replacement on a 1:1 ratio, by

mass, up to a maximum of 40%. For all other concrete mixtures, slag cement will be allowed as a cement replacement on a 1:1 ratio, by mass, up to a maximum of 30%.

2.2. AGGREGATES

Aggregates for all concrete mixes shall be provided with gradations considered well-graded by specification as determined by the most current NDDOT Standard Specifications for Road and Bridge Construction for Well-Graded Aggregates for concrete. Optimization techniques will be used to prepare the final aggregate gradations for workability and coarseness factor considerations.

2.2.1. DELETERIOUS REACTIONS

A. Alkali Silica Potential

Aggregate data shall be provided for all aggregates to be used in the concrete mixture to mitigate the risk of Alkali Silica Reaction (ASR) occurring in the concrete. One or more of the following methods shall be submitted for review by the Engineer.

- i. Field history of the aggregate. This data shall represent at least 10 years of performance with similar cementitious materials and exposure.
- ii. ASTM C 1260 Standard Test Method for Potential Alkali Aggregate Reactivity (Mortar-Bar Method). This method shall be conducted with each aggregate separately to determine the potential reactivity. The maximum expansion shall be 0.1 percent. This data shall be current within 1 year from time of submittal.
- iii. ASTM C 1567 Standard Test Method for Determining the Potential Alkali Aggregate Reactivity of Combinations of Cementitious Materials and Aggregate (Accelerated Mortar-Bar Method). Fly Ash, Slag Cement, Silica fume or Lithium may be used to mitigate potential ASR. This method shall be conducted with each aggregate separately to determine the potential reactivity. The maximum expansion shall be 0.1 percent. This data shall be current within 1 year from time of submittal.
- iv. ASTM C 1293 Standard Test Method for Determination of Length Change of Concrete Due to Alkali-Silica Reaction. This method shall be conducted with each aggregate separately to determine the potential reactivity. The maximum expansion shall be 0.04 percent. This data shall be current within 3 years from time of submittal. If supplementary cementitious materials are used in this testing for the mitigation of ASR the result must be less than 0.04 percent at 2 years.

- v. ASTM C 295 Standard Guide for Petrographic Examination of Aggregates for Concrete. Petrographic analysis must indicate there is no risk of ASR occurring with the aggregate to be used in the mixture.
- vi. Limit the alkali content in the concrete to no more than 3 lbs per cubic yard Na_2O equivalent.

2.2.2. AGGREGATE MATERIAL PROPERTIES

Fine Aggregate properties shall meet the requirements of Section 802 of the most current NDDOT Standard Specifications for Road and Bridge Construction with exceptions, the maximum limits of lightweight pieces of aggregate shall not exceed 1%.

Coarse aggregate properties shall meet the requirements of Section 802 of the most current NDDOT Standard Specifications for Road and Bridge Construction with exceptions, the maximum percent weight of the plus No. 4 fraction of Shale shall not exceed 0.5%.

2.3. WATER

Water shall meet ASTM C 1602 Standard Specification for Mixing Water Used in the Production of Hydraulic Cement Concrete or be potable.

2.4. ADMIXTURES

All admixtures shall be non-chloride and shall not have chlorides added during the manufacturing process.

2.4.1. AIR ENTRAINMENT

An air entrainment admixture shall meet ASTM C 260 Standard Specification for Air-Entraining Admixtures for Concrete.

2.4.2. WATER-REDUCING ADMIXTURES

If water-reducing admixtures are utilized in the concrete mixture they shall meet the requirements of ASTM C 494 Standard Specification for Chemical Admixtures.

2.4.3. OTHER ADMIXTURES

No other admixture shall be used unless approved by the Engineer.

2.5. PROPORTIONS

Concrete shall be proportioned to meet the following properties:

Concrete Properties	Requirement
Compressive Strength at 28 days of age	4500 psi (minimum)
Water-to-Cementitious Ratio	0.40 maximum for all slip-form paving mix 0.42 maximum for all other placed mix
Air Content	* 5% to 8% target range by volume at placement
Slump	Maximum 4 inches

* For slip-form paving, the frequency of air contents will be tested at discretion of the Engineer from in-place concrete behind the paver to measure potential air loss after consolidation. The air content target range may be adjusted by the Engineer based on the test results. Engineer may test for potential air loss during other handling and consolidation operations and likewise make adjustments to the air content target range. The Contractor shall make a reasonable effort to work toward the mid-range value of the determined target air content range.

Aggregate gradation shall be optimized as such that the workability and coarseness factor plots inside the box in the figure below. Workability and coarseness factors are calculated as follows:

$$\text{Coarseness Factor} = \frac{\text{Cumulative Percent Retained on the } \frac{3}{8} \text{ Sieve}}{\text{Cumulative Percent on the No. 8 Sieve}} * 100$$

$$\text{Workability Factor} = \text{Percent Passing No. 8} + \frac{2.5 * (\text{Cementitious Content} - 564)}{94} * 100$$

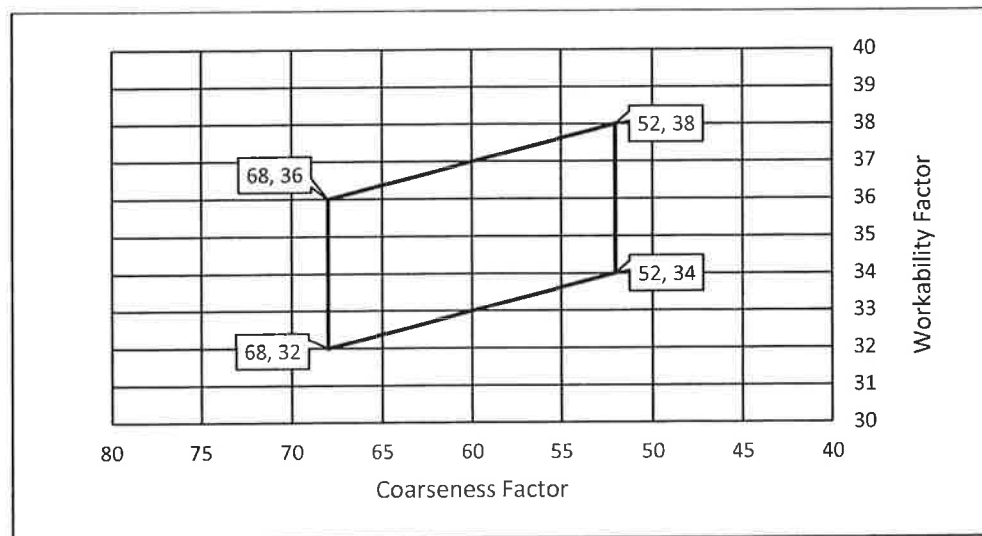


Figure 2.5.1 Coarseness and Workability

2.6. FAST-TRACK CONCRETE

When fast-track concrete mixes are specified, or upon request by the Contractor, the Contractor shall submit a concrete mix design for review and approval. The mixture shall meet the requirements in Section 2.5. Proportions, except the in-situ minimum compressive strength shall be 3,000 psi at 30 hours. The compressive strength of the placement can be measured by ASTM C 873 Standard Test Method for Compressive Strength of Concrete Cylinder Cast in Place in Cylindrical Molds and field cured.

Fast-track concrete mixes shall have optimized well-graded aggregate and shall include a maximum of 620 lbs. total cementitious content including fly ash or slag cement, at a minimum of 20% cement replacement, by mass. Non-chloride accelerators may be used for early strength, and may use hydration stabilizers to preserve workability en-route to the project.

At no time may concrete exceed 150°F in temperature while under blankets or other protection devices, nor fall below 60°F during the 30 hour period. The surface temperature shall be regulated to a gradual drop of no more than 50 degrees in a 24 hour period.

Contractor shall provide an environment to ensure that mixes will attain a field strength of 3000 psi compressive strength in 30 hours.

2.7. PLANT CERTIFICATION

All plants supplying concrete shall be certified by an approved plant certification program by the National Ready Mix Concrete Association, MNDOT or NDDOT (in the current construction season).

2.8. MIXING

Use of ready-mixed concrete shall meet all applicable requirements of ASTM C 94 Standard Specification for Ready-Mix Concrete with exceptions as noted in the plans and these Standard Specifications. The size of the batch shall not exceed the manufacturer's rated capacity as shown on a metal rating plate that shall be attached in a prominent place on the truck mixer. When mixing, the drum shall rotate at a mixing speed for not less than 70-100 revolutions. All concrete hauling equipment shall be operated to deliver and discharge the required concrete mixture completely without segregation. The drum shall be completely emptied before receiving the material for the succeeding batch.

Batch mix or job-site mixed concrete shall be mixed in a rotary batch mixer of a type acceptable to the Engineer and shall meet all requirements as specified in Section 155 of the most current NDDOT Standard Specifications for Road and Bridge Construction of Concrete Equipment. The volume of

the mixed material for each batch shall not exceed the manufacturers rated capacity of the mixer. The batch material shall be delivered to the mixer accurately measured to the desired proportions and shall be continuously mixed for not less than 90 seconds after all materials including water are in the mixer, during which time the mixer shall rotate at the speed recommended by its manufacturer.

Mix temperatures between batching and placement shall be maintained between 50°F and 90°F.

2.8.1. AGITATING TRUCK TIME LIMITATIONS

The concrete transported in an agitating truck shall be completely discharged within 90 minutes after the introduction of the mixing water to the dry materials when ambient temperatures are less than or equal to 80°F. This time is reduced to 60 minutes when temperatures exceed 80°F.

2.8.2. NON-AGITATING TRUCK TIME LIMITATIONS

The concrete transported in a non-agitating truck shall be completely discharged within 45 minutes after the introduction of the mixing water to the dry materials when ambient temperatures are less than or equal to 80°F. This time is reduced to 30 minutes when temperatures exceed 80°F.

2.9. FIELD ADJUSTMENTS TO MIXED CONCRETE

The table below illustrates potential field adjustments the Contractor may administer in the field under authorization of the Engineer before truck discharging occurs. The Engineer will test each subsequent load of concrete to determine the concrete is within the specified limits. Placement of concrete will not be allowed until the Engineer has determined the concrete is within the limits. If two consecutive tests fail, the load will be rejected. The Engineer reserves the right to reject any loads not meeting specified limits.

Problem	Resolution	Specified Limits
Slump too low	* Contractor may "add water" <u>one</u> time prior to start of concrete discharge from the truck (water to be added before testing).	Not to exceed 4" slump
Slump too high	If first test fails, immediately re-test a new concrete sample from same truck. If 2 nd test fails, reject load.	Not to exceed 4" slump

Problem	Resolution	Specified Limits
Air too high	If first test fails, immediately re-test a new concrete sample from same truck. If 2 nd test fails, reject load.	** Between 5% and 8%
Air too low	* If first test fails, Contractor may perform <u>one</u> adjustment by adding air entrainment to load. Obtain new sample from adjusted concrete and test. If the sample of adjusted concrete fails, immediately re-test a new concrete sample from same truck. If 2 nd test of the adjusted concrete fails, reject load.	** Between 5% and 8%

*Only one adjustment per load allowed. After adjustment, mixing must consist of at least 30 revolutions at mixing speed.

** See Section 2.5. Proportions.

2.10. EPOXY RESIN ADHESIVE

Epoxy resin shall meet or exceed the requirements of AASHTO M 235 Type IV, Grade III.

2.11. REINFORCEMENT STEEL, DOWEL BARS, AND TIE BARS

All material delivered to project site shall be tagged with a metal or plastic tag showing the manufacturer's heat number. Place the heat numbers on the tag in one of the following manners:

- Embossed numbers;
- Printed using waterproof ink; or
- Engraved numbers.

2.11.1. PLAIN SMOOTH AND DEFORMED STEEL BARS

Plain smooth or deformed steel bars shall be Grade 60, conforming to AASHTO M 31. Grade 60 tie bars shall not be bent or re-straightened during construction. Tie bars designated as Grade 40 conforming to AASHTO M 31 shall be used for construction requiring bent bars.

All tie bars shall be coated on all surfaces lengthwise with epoxy coating conforming to the requirements of ASTM A 775 Standard Specification for Epoxy-Coated Steel Reinforcing Bars. Exposed ends resulting from saw cutting or shearing do not need to be coated.

2.11.2. DOWEL BARS

Dowel bars shall be smooth steel bars conforming to AASHTO M 31 or M 322 and shall be clean, straight, and free of loose material. Dowel bar deviation from true shape shall not exceed 0.04 inch in diameter of the dowel and shall not extend more than 0.04 inch from the end of the dowel. Before delivery to the construction site, steel dowel bars shall be coated on all surfaces lengthwise with epoxy coating conforming to the requirements of ASTM A 775 Standard Specification for Epoxy-Coated Steel Reinforcing Bars with a minimum thickness of 8 mils. Exposed ends resulting from saw cutting or shearing do not need to be coated.

Dowel basket assemblies shall provide rigid support to prevent dowels from becoming misaligned during paving operations. Dowel bars shall have a uniform coat of Tectyl 506 applied by the manufacturer, field applied NLGI Grade #2 multipurpose lithium grease, or an approved equal that has been applied to the full length of the dowel bars.

All epoxy coated bars shall be protected from the sun's rays with tarps or other means if they are to be subjected to the sun's rays for more than 120 days. Exposure for periods longer than 120 days will result in the product being rejected from use. Bars carried over as excess from previous year's construction shall not be used on any project unless documentation of protection from the sun is provided to the Engineer. Bars showing rust through the coating shall be rejected for use.

2.12. JOINT MATERIAL

2.12.1. EXPANSION/ISOLATION JOINTS

Expansion/isolation joint material shall be made of rubber material and conform to the requirements of ASTM D 1752 Standard Specification for Preformed Sponge Rubber, Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction. The joint material shall be Reflex® Rubber Expansion or approved equal.

2.12.2. HOT POURED JOINT SEALANT

The material for sealing all expansion and concrete joints shall be hot poured elastic type and shall conform to the requirements of ASTM D 6690 Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements, Type I. The material shall be composed of a homogeneous blend of virgin polymers, plasticizers, special fillers and asphalt cement specifically for sealing concrete pavement joints. The asphalt cement shall meet the requirements of AASHTO M 226. Meadows Safe-Seal 3405 is an approved substitute for the hot pour material.

2.12.3. SILICONE JOINT SEALANT

When silicone joint sealant is specified, the sealant shall be a Low Modulus Silicone Sealant meeting the requirements ASTM D 5893 Standard Specification for Cold Applied, Single Component, Chemically Curing Silicone Joint Sealant for Portland Cement Concrete Pavements.

2.12.4. BACKER ROD

Backer Rod shall conform to the requirements of ASTM D 5249 Standard Specification for Backer Material for Use with Cold- and Hot-Applied Joint Sealants in Portland-Cement Concrete and Asphalt Joints, Type 1 or Type 3.

2.13. CURING & SEALING COMPOUNDS

All curing compounds shall be applied in accordance with the manufacturer's recommendations.

2.13.1. ALL CONCRETE PAVING (INCLUDING ALLEY PAVING AND CURB & GUTTER SECTIONS)

White pigmented, liquid curing compound, conforming to the requirements of ASTM C 309 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete Type 2, Class B with 100 percent poly-alpha-methylstyrene resin.

2.13.2. COLORED CONCRETE PAVEMENT

Transparent, non-yellowing, acrylic-based liquid curing & sealing compound, conforming to the requirements of ASTM C 309 Standard Specification for Liquid Membrane-Forming Compounds for Curing Concrete Type 1, Class A or B.

2.14. SUBMITTALS

At the Engineer's discretion, the Contractor may be required to submit representative samples of the materials he proposes to use prior to the delivery of the materials to the site of the work. On all projects, the Contractor shall provide the following to the Engineer at least 7 days prior to commencing any concrete placement or paving operations.

*2.14.1. REQUIRED SUBMITTALS**A. Project Concrete Mix Design*

Mix designs, including the per yard quantity of each material and the following information:

- i. Cement Mill Certificate
 - ii. Fly Ash Mill Certificate
 - iii. Slag Cement Mill Certificate
 - iv. Aggregate sources including:
 - a. Gradations
 - b. Physical test results
 - c. Absorption and specific gravity
 - d. Deleterious reaction results
 - v. Admixtures to be used and technical data sheets
- B. Hot Weather Plan
- C. Cold Weather Plan
- D. Concrete Curing Plan

The concrete curing plan shall include the following information;

- i. An original certificate of compliance, project number, name of contractor, and name of the manufacturer and type of curing compound
 - ii. The trade name of the curing compound
 - iii. Statement that curing compounds meet all requirements of the Specifications
 - iv. Equipment and methods used for applying curing compounds
- E. Joint Sealant Certificate of Compliance

The type of backer rod shall be shown, along with an original certificate of compliance showing the following information for each type of joint sealant to be used on a project, as applicable:

- i. Project number and name of Contractor
 - ii. Name of the manufacturer and type of joint sealant
 - iii. The manufacturer's batch and lot number
 - iv. The trade name of the material
 - v. The weight, pouring temperature, and safe heating temperature
 - vi. Statement that materials meet all requirements of the Specifications
- F. Reinforcing Steel, Dowel Bars, and Tie Bars

Certified Mill Analysis from the Manufacturer shall include the following information:

- i. Producer name and address
- ii. Type and grade of reinforcement or dowel bar
- iii. Heat number
- iv. Authorized signature of person responsible for Quality Control
- v. List all chemical and physical test results
- vi. Date and location where steel was melted
- vii. Date reinforcement or dowel bars were rolled
- viii. Date document printed

PART 3

CONSTRUCTION

3.1. EXCAVATION, SUBGRADE PREPARATION, AND AGGREGATE BASES

Excavation and subgrade preparation shall meet the requirements of Section 2000 Excavation, Filling, and Subgrade Preparation and aggregate base shall meet the requirements of Section 2070 Aggregate Bases.

Aggregate base shall be fine graded to the shape and grade shown on the plans, allowing construction of the pavement to the thickness and cross section shown on the plans.

Aggregate base shall be smooth, uniformly compacted and proof rolled tested before placing steel and concrete.

3.2. CONTRACTOR FLATWORK CERTIFICATION

The Contractor(s) performing concrete work, are required to have at least two employees with a current ACI concrete flatwork technician or flatwork finisher certification, and at least one of those employees must be onsite performing quality control and guidance during all concrete forming, placement of reinforcement steel, dowel bars, and tie bars, pouring, finishing, and curing operations.

3.3. PLACING REINFORCING STEEL

All reinforcing steel shall be kept clean, free of rust, scale, and foreign material which would impair the bond between the steel and concrete. Contractor shall establish all reinforcing steel locations as shown on jointing and reinforcing layout in the plans. All reinforcing shall be set and secured in place a minimum two hours in advance of the concrete placing operation to allow the Engineer to inspect. Placement of reinforcing during and directly in front of paving operation will not be allowed unless approved by Engineer.

Reinforcing shall be overlapped a minimum of 20 inches and tied securely in place at all points where the bars cross. Reinforcing shall be positioned on supports of a design and material approved by the Engineer and of sufficient strength to hold the bars in place while the concrete is being placed.

Reinforcing shall be placed mid-depth of concrete thickness at dimensions shown on the reinforcing steel detail.

3.4. PLACING CONCRETE

Prior to setting forms or placing concrete, the base material shall be accepted by the Engineer for concrete placement. The base material shall be satisfactorily graded to within a tolerance of $\pm 0.02'$ ($1/4''$) of final grade. The base material shall be smooth, uniformly compacted, clean and free from debris, ruts, waste concrete, frost, ice, and standing water. Concrete shall not be placed on frozen base material.

Manhole castings shall be installed with the paving operation or installed with each adjoining full concrete panel. Manhole isolation or box outs will not be allowed.

Use of tongue and groove configurations (keyway) between abutting slabs will not be allowed.

Curb & gutter shall be poured separate from adjacent concrete pavement.

All concrete pavement and curb and gutter shall be placed by slip-form operation. Fixed forms may be used in irregular areas, intersections, tapers, alleys, roundabouts, areas inaccessible to slip-form equipment or other areas approved by Engineer.

Trucks hauling concrete shall not drive over reinforcing bars or over previously deposited concrete.

Concrete placement shall be suspended when any equipment is leaking oil in a manner which allows the oil to contaminate the fresh concrete mixture. Contaminated concrete shall be removed at the Contractor's expense.

When concrete pumping is utilized, the truck booms shall be configured to minimize the free fall of concrete at the point of discharge to minimize segregation and the loss of air and slump.

Immediately prior to placing the concrete, the aggregate base shall be uniformly moistened with water and kept moistened during the duration of concrete placement. The concrete shall be placed so segregation and unnecessary re-handling is avoided. The mixed concrete shall be deposited on the aggregate base to the required depth and for a width not exceeding the direct reach of the mixer boom, in successive batches and in a continuous operation without the use of intermediate forms or bulkheads between joints.

If concrete placement is temporarily interrupted, with an elapsed time between placement loads of concrete greater than 45 minutes, a transverse construction joint shall be installed. This timeframe may be decreased if there is potential for a cold joint when adverse conditions are encountered such as in hot weather. While being placed, the concrete shall be uniformly vibrated so that the formation of a cold joint, voids, and/or honeycombing is prevented.

The Engineer reserves the right to halt any concrete placement if, in the judgement of the Engineer, the Contractor has failed to comply with any portion of the plans or these Standard Specifications.

3.4.1. COLD WEATHER POURING

A cold weather plan shall be submitted by the Contractor to the Engineer for approval. If the ambient temperature during placement or curing is predicted to fall below 40°F, the cold weather concrete plan shall be followed. The plan shall at a minimum include the following:

- Method for delivering concrete at a temperature above 55°F
- Method for protecting and measuring base temperature
- Method for measuring in-situ concrete temperature
- Method for maintaining concrete temperature above 50°F until concrete attains a compressive strength of 3000 psi.

Concrete placement shall not occur if the ambient temperature during placement is less than 30°F or the temperature of the base material is greater than 20°F below the plastic concrete temperature.

Calcium chloride, chemicals, or other materials may not be added to the concrete mix to prevent freezing. Concrete shall not be placed on a frozen base or subgrade. Use of combustion heaters shall be vented away from poured concrete. Any concrete damaged from cold weather shall be removed and replaced at Contractor's expense.

3.4.2. PROTECTING CONCRETE FROM RAIN DAMAGE

The Contractor shall not place concrete when rain conditions appear imminent. The Contractor shall possess, on the project site, sufficient waterproof material, and the means to rapidly place it, to cover all unhardened concrete surface or any other concrete surface that may be damaged by rain. Concrete shall not be placed during rain that results in any standing water on the surface of the fresh concrete surface.

Rain-damaged concrete shall be cored as directed by the Engineer and depth of damage determined by petrographic examination. When the depth of damage is 1/4 inch or less of the pavement thickness, if applicable, the damaged areas may be corrected by diamond grinding. Diamond grinding requirements are detailed in Section 2900 Pavement Milling or Grinding. Coring for petrographic examination, diamond grinding, and any other related activities shall be at the Contractor's expense. Engineer reserves right to reject any rain-damaged concrete.

If depth of damage is greater than 1/4 inch, the slab shall be considered defective and replaced at the Contractor's expense.

3.5. SLIP-FORM EQUIPMENT AND CONSTRUCTION

3.5.1. GENERAL

All equipment shall be self-propelled, and designed for the specific purpose of placing, consolidating, and finishing the concrete pavement or curb section to grade, required thickness and cross-section in one complete pass without the use of side forms. The slip-form equipment shall vibrate or tamp the concrete for the full width and depth of the layer being placed. Equipment shall leave the pavement vertical edges square shaped, free of slumping and irregularities. The concrete shall be uniformly consolidated throughout its width and depth, free from honeycombed areas, tearing, and have a consistent void-free closed surface. If needed in isolated areas, the Contractor shall tool pavement edges to a 1/4 inch radius ensuring that edges are smooth and true to line. Operation of slip-form equipment shall be a continuous forward movement coordinating all operations of mixing, providing adequate concrete hauling, and spreading concrete to provide uniform progress with minimal stopping and starting of the equipment.

Track propelled equipment should be equipped with rubber protective pads on the crawler tracks, or the tracks shall travel on cushions of wood or belting.

Contractor shall use a tightly stretched string line to achieve the line and grade reference for operating the automatic equipment controls for base trimming, slip-form paving, and curbing operations. The string line shall be supported at intervals to maintain the established grade, vertical curves, and alignment shown in plans. Where specific vertical curves are not provided in the plans, the Contractor shall make reasonable effort, under guidance from the Engineer, to add vertical curvatures at all differing tangent grades.

3.5.2. SLIP-FORM PAVING

A. GENERAL

Unless otherwise allowed for in the plans, or approved by the Engineer, the use of Automated Machine Guidance (Stringless paving) will not be allowed.

The Contractor may, under discretion of Engineer, use a dampened burlap to be attached behind the slip-form paver. Dampening of this drag material will be accomplished through a uniform, fogging spray pattern. The addition of water to the

drag shall not produce unsatisfactory conditions such as puddling, dripping, or excessive slurry on the surface.

B. CONSOLIDATION VIBRATOR OPERATION

Operate internal vibrators within a frequency range of 4,000 to 8,000 vibrations per minute.

Operate surface vibrators within a frequency range of 3,500 to 6,000 vibrations per minute.

Reduce vibrator frequency when forward motion of the paver is reduced and stop vibrators when forward motion of the paver is stopped.

Contractor shall provide an electronic monitoring device meeting the following characteristics and requirements to display the operating frequency of each individual internal vibrator for concrete pavement placed by the slipform method:

- i. Contains a readout display near the operator's controls; visible to the paver operator and to the Engineer,
- ii. Operates continuously as the paving machine operates,
- iii. Displays all the vibrator frequencies with manual and automatic sequencing for each of the individual vibrators, and
- iv. Records the following at least every 25 foot of paving or at least every 5 min of time:
 - a. Clock time,
 - b. Station location,
 - c. Paver track speed, and
 - d. Operating frequency of individual vibrators, expressed as VPM.

Do not delete the data from the vibratory monitoring system until the records are in their final form and given to the Engineer. Contractor shall provide an electronic copy containing the daily record of data after each concrete paving operation or as directed by Engineer.

Provide a written explanation each week that details:

- i. Vibrator setting changes
- ii. Out of tolerance vibratory operations
- iii. Monitoring device malfunctions.

3.5.3. SLIP-FORM CURBING

A. AUTOMATED MACHINE GUIDANCE (AMG)

When acceptable by the Engineer, Automated Machine Guidance (AMG) operations may be an option in lieu of using string line to slip-form curb and gutter sections.

The Contractor shall submit an AMG operation plan containing the following items to the Engineer, for approval, a minimum 14 days prior to slip-form curbing. At a minimum, the following items must be included in an AMG operation plan:

- i. Locations on the project where AMG will be utilized.
- ii. The vertical and horizontal accuracies of the AMG.
- iii. The Contractor's past performance with AMG. This shall include project locations, the amount of curbing installed, and Owner and/or Engineer references that the City may contact.
- iv. The equipment manufacturer and type of equipment that would be used to operate the AMG system.

Contractor's Liability:

The Contractor is solely responsible and assumes all liability for the creation of the Contractor's model. The Contractor must verify the model reflects the plans, contract documents, and field conditions. Subsequently, any concerns relative to the design must be brought to the attention of the Engineer and resolved prior to the commencement of any AMG operations. The Contractor shall be responsible for all errors resulting from the use of AMG and shall correct deficiencies to the satisfaction of the Engineer at the Contractor's own expense. In the event that a design change is required, warranting a plan revision by the Engineer, the Contractor will be responsible for updating the Contractor's model at the Contractor's own expense. The Contractor shall provide and use a GPS rover unit to perform quality assurance checks during all AMG operations. AMG equipment shall accurately and efficiently complete construction activities to a tolerance of +/- 0.02 (1/4") foot vertically and +/- 0.04 (1/2") horizontally.

City's Involvement:

Upon request by the Contractor, the City will provide 2D line work representing the curb line (face of curb) alignment. The data can be provided in either .dwg or .dxf format and will be released to the Contractor upon receipt of a completed Hold Harmless Agreement. It will be the responsibility of the Contractor to further develop the data provided by the City into a format compatible with their AMG application.

Operation of AMG equipment shall not be considered a replacement for survey construction staking completed by the City. Upon request by the Contractor, the City will provide a network of control points with labeled X, Y, Z values. In addition, the City will provide conventional staking of finish grade at critical points, or as needed, for quality assurance. These stakes shall remain in place until completion of all curb and gutter installation unless otherwise allowed by the Engineer. The Contractor shall be responsible for verifying the control points and performing continuous quality assurance checks with conventional staking alignments and elevations to ensure accuracy of AMG operations.

3.6. FIXED FORM EQUIPMENT AND CONSTRUCTION

Forms shall be metal, made of shaped steel, with sections that interlock and are at least 10 feet in length. In special cases, such as irregular shapes and short sections, wood forms shall be permitted. The forms shall be of the same thickness as the concrete to be placed against them and shall have a base width of at least $\frac{2}{3}$ their height. They shall have at least 3 stake pockets for every 10 feet of length and the bracing and support must be able to withstand the pressure of the concrete and weight and thrust of the machinery operating on the forms. Forms shall be mortar and dirt free and shall be checked with a 10-foot straightedge and any variation in excess of $\frac{1}{8}$ inch shall be corrected or forms shall be rejected by the Engineer. Forms shall be set upon the compacted aggregate base to exact line and grade a minimum two hours in advance of the concrete placing operation to allow the Engineer to inspect. A form release agent shall be used on all metal forms before depositing the concrete against them.

Approved flexible or curved forms of proper radius shall be used on curves having a radius 150 feet or less. Straight forms longer than 10 feet shall not be used on any curved line unless approved by the Engineer.

If the pavement is being placed adjacent to previously finished pavement or curb and gutter, such finished pavement or curb and gutter may serve as a side form if approved by the Engineer.

Concrete finishing machines shall be adjustable to the specified crown and elevation. The forms shall be filled and concrete brought to the established grade. The machines shall be capable of striking-off, consolidating, and finishing the concrete. Consolidation shall either be done by the same machine, or if Engineer allows, in a separate operation by hand-operated single spud internal vibrators capable of consolidating concrete pavement adjacent to forms, joints, or fixtures. The hand operated vibrator shall produce a minimum of 3600 impulses per minute. Concrete shall be uniformly consolidated with no segregation, honeycombing, or voids. The screed shall extend the full width of the slab. Roller screeds will be allowed if there is no visible deflection or bounce of

the tube. Contractor shall straightedge the tube for variations prior to using. All finishing equipment shall be kept in good repair and their use subject to the approval of the Engineer.

3.7. AUXILIARY FINISHING EQUIPMENT

The Contractor shall provide the following auxiliary equipment:

- Footbridge (when applicable): A footbridge shall be provided and so designed that it can be readily transported from place to place and span the width of the slab.
- Straight Edge: A minimum (10) foot straight edge of an approved type shall be used. Extra blades shall be provided and used when previously used edges become wavy and warped.
- Floats: Approved long-handled floats, each having a blade at least 3 feet in length and 6 inches in width.
- Master Straight-Edge: All straight edges shall be tested by the master straightedge before use and frequently during their use.
- Brooms: Brooms shall be of an approved push type not less than 18 inches wide and made from good quality bass or bassine fiber not more than five (5) inches in length. The handle shall be at least one foot longer than one-half the pavement width and shall be readily adjustable.

All hand finishing tools shall be constructed of aluminum, magnesium, or wood. Use of steel hand finishing tools will not be allowed.

3.8. JOINTS AND SAWING

3.8.1. GENERAL

Joints in concrete pavement shall be constructed at the spacing and locations shown on jointing and reinforcing layout in the plans. Where a specific jointing and reinforcing layout is not provided, jointing shall be constructed per typical details. Under guidance from the Engineer, the Contractor shall be responsible for establishing all joint, dowel, and tie bar locations. The location of each joint shall be marked in a manner satisfactory to the Engineer prior to placement of the concrete and the markings shall be transferred to the fresh concrete as soon as the final finishing operations have been completed. The use of marking by spray paint will not be allowed.

3.8.2. TRANSVERSE CONTRACTION JOINTS

Transverse contraction joints shall extend across the entire width of paving and through curb and gutter adjacent to pavement. When the pavement abuts existing pavement,

driveways, or curb and gutter, if applicable, the transverse joints shall be placed in locations matching existing joints.

When specified, contraction joints shall include dowel bars as shown in the transverse contraction joints detail. Dowel bars shall be secured and held in position by basket assemblies in transverse contraction joints to within placement tolerances listed below. Dowel bar assemblies shall be secured with approved anchors to hold the dowel bars in the correct position and alignment while preventing movement during concrete placement. Dowels shall be painted or coated with an approved bond breaker. All dowel bar basket assemblies shall be set and secured in place a minimum two hours in advance of the concrete placing operation to allow the Engineer the ability to inspect. Placement of dowel bars during and directly in front of paving operation will not be allowed unless approved by Engineer.

Dowel Bar Placement Tolerances:

- Alignment placement: Within 1/8 inch in both the horizontal and vertical planes.
- Longitudinal shift: 1/2 inch.
- Vertical placement: Placed at midpoint of slab.
- Do not use (splice) more than two dowel bar assemblies in any one doweled joint in each lane width.

3.8.3. LONGITUDINAL JOINTS

All longitudinal joints shall be tied together with epoxy-coated deformed bars as shown in the longitudinal joints detail. Tie bars may be bent at right angles against the side of the first lane constructed and straightened into final position before the adjacent concrete is placed. Tie bar installation shall be completed by inserting into the side of plastic concrete during slip-form paving operation, inserting through accurately positioned holes in side forms, drilling into hardened concrete, or by other approved methods. Drilling method shall meet the requirements of construction joints as specified below. Tie bars that are loose or easily rotated after hardening of concrete shall have additional tie bars drilled and installed as directed by the Engineer.

The tie bars shall be positioned on supports of a design and material approved by the Engineer and sufficient in strength to hold the bars in place while the concrete is being placed.

Tie-Bar Placement Tolerances:

- Longitudinal shift: 3 inches
- Vertical placement: 1 inch
- Tie bars or tie bar baskets shall be placed so that they are not within 15 inches of the transverse joint.

3.8.4. TRANSVERSE AND LONGITUDINAL CONSTRUCTION JOINTS

Transverse and longitudinal construction joints shall be constructed whenever the placing of the concrete is suspended for more than 45 minutes or at the end of each pour. Construction joints shall only be constructed at planned transverse and longitudinal joint locations. A construction joint shall be formed by securely staking in place at right angles to the sub base and centerline of the pavement, a bulkhead of wood or metal cut to the cross-section of the pavement. Dowel and tie bars shall be installed with the construction joint by either inserting bars into plastic concrete or later drilled in place. If dowels are installed in plastic concrete, dowels shall be secured and held in place midway across the joint, parallel to both the surface and the centerline of the slab by a self-supported dowel sleeve, or other supporting device approved by the Engineer.

Concrete accumulated in the grout box of the paver at end of each pour shall not be incorporated into the construction joint. Concrete contained in the grout box shall be removed from the project.

Drilling holes for placement of dowel and tie bars may be completed after concrete has gained sufficient strength to prevent spalling or damage to new concrete. The diameter of the drilled holes shall be drilled 1/8 to 1/4 inch larger than the diameter of the bars. Gang-mounted rigs shall be used for drilling holes for dowel bars and shall be capable of drilling holes at proper alignment without excessive chipping and spalling. Hand-held drills will only be allowed for drilling tie bars. The drilled holes shall be blown out with compressed air at a working pressure of at least 90 psi using a device that will reach to the back of the hole to ensure all debris and/or loose material is removed prior to epoxy injection. An epoxy resin adhesive shall be used to anchor the bars in the drilled hole. Prior to insertion of the bars, drilled holes shall be filled with epoxy resin 1/3 to 1/2 full, or as recommended by the manufacturer. Each bar shall be rotated during installation to eliminate voids and to ensure complete bonding occurs. Bar insertion by the dipping method will not be allowed.

Exposed ends of the dowels shall be painted or coated with an approved bond breaker.

The dowel bars and tie bars shall be installed to within the tolerances specified above.

3.8.5. EXPANSION AND ISOLATION JOINTS

When specified, expansion joints shall be spaced as specified or shown on the plans. Expansion material shall extend entirely through the depth and width of the concrete joint.

All expansion joints, unless specified otherwise, shall have epoxy coated smooth bars installed for load transfer across expansion joints. They shall be held in place midway across the joint face, parallel to both the surface and the centerline of the slab by an approved supporting device or drilled in place. The "free" end of the smooth bar shall be coated with an approved lubricant and covered with an approved non-corrosive metal or plastic dowel cap or sleeve. The expansion material shall be accurately pre-punched to fit tightly around the smooth bars.

The expansion material shall be accurately and firmly staked or fastened to the concrete face before pouring concrete. The top edge of all expansion material shall be set flush with the concrete surface and tight against the vertical faces. When installed as specified, hot pour sealant will not be required. Where the expansion material is not installed flush with concrete surface or tight against concrete faces, the Engineer will determine whether removal and replacement is required, or allowing the expansion material to be cut down 1/2" below concrete surface. The joint faces shall then be cleaned by sandblasting and sealed with hot pour sealant 1/8" below to flush with the concrete surface.

3.8.6. SAWING

All non-construction joints shall have weakened planes created by sawing to the required dimensions shown on the saw joint detail. Sawed joints shall be extended through adjacent curb and gutter sections. All joints shall be sawed along a true and straight line established by the Contractor and shall not deviate at any point by more than 1/2 inch from the established line. Tooling of joints in lieu of sawing will not be allowed unless approved by the Engineer.

The initial sawing shall be accomplished as soon as the condition of the concrete will permit without raveling and before random cracking occurs. The sequence of initial sawing shall be the Contractor's responsibility. The sawing shall be immediately delayed if any raveling occurs. Water under nozzle pressure shall be used to remove the sawing residue from each joint and the pavement surface immediately after completing the sawing of the joints. At least one backup saw shall be available for use if a breakdown occurs during

initial saw cutting operations. An inventory of at least two saw blades shall be on-site during initial saw cutting operations

Widening of the joints to full width, as per dimensions shown on the saw joint detail, shall not be performed until the concrete has cured for at least 24 hours and shall be delayed longer when the sawing causes joint raveling.

Self-propelled wet cutting saws with automated depth control shall be used for all joint establishment and widening operations. The early entry dry saw "Soff-Cut" method of sawing will only be allowed with the Engineer's approval for the initial saw-cutting.

If joint raveling is present, the Engineer will categorize the degree of raveling and determine whether a contract price adjustment to the pavement bid item or rejection of pavement will be administered. The Engineer will determine the degree of raveling by using the table below and areas of contract price adjustments by measuring the defective areas in square yards. Price adjustments will be deducted from monies due or to become due to the Contractor. Engineer reserves the right to reject any concrete with joint raveling present.

Joint Raveling Deduct Adjustments (Percent of Contract Unit Price)	
Degree of Raveling	% Deduct per SY
No Raveling: 0" to 1/4"	(0%)
Light Raveling: 1/4" to 3/8"	(15%)
Moderate Raveling: 3/8" to 1/2"	(25%)
Severe Raveling: 1/2" +	Remove and Replace

3.8.7. UNCONTROLLED CRACKING

Concrete pavement in which uncontrolled cracks occur shall be removed to the nearest planned longitudinal and transverse joints. The removal and replacement method shall be approved by Engineer and at the Contractor's expense. The work shall include the complete removal and replacement of a quantity of pavement, to include dowel bar assemblies when applicable, as is determined necessary for acceptance of the pavement by the Engineer. Any damage caused during the removal and replacement process shall be restored at the Contractor's expense (including but not limited to base or subgrade). All removal and replacement work shall be in accordance with the requirements of these Specifications.

3.9. CONCRETE FINISHING

Concrete shall be consolidated, leveled, finished, and cured within 45 minutes of it being placed on the grade.

The addition of water to the surface of the concrete to assist in finishing operations is not allowed and will result in non-payment, replacement, and/or repair of the wetted area as determined by the Engineer. Failure to take acceptable precautions to prevent surface drying of the concrete will be cause for shut down of placing operations. Evaporation retarders shall not be used as a finishing aid.

Forms shall be left in place for at least 15 hours after placing the concrete, and the method of removing them shall not damage or mar the concrete.

The finished surface of the pavement and curb & gutter shall conform to the grade, alignment, dimensions, and contour shown on the plans and typical sections. Immediately following the floating operation, the Contractor shall test the slab surface for trueness with a 10-foot straightedge. The straightedge shall be placed parallel to the pavement centerline and be passed over the slab to reveal any high or depression areas. The high or depression areas shall be cut or filled as necessary with the long handled floats and the area checked again with the straightedge. Successive advances of the straightedge shall overlap by 1/2 the length of the straightedge. The entire surface shall be checked until all variations have been eliminated.

All curb and gutter surfaces shall be finished true to line and grade without any irregularities of surface noticeable to the eye. The curb and gutter shall not depart from more than 1/4 of an inch from a 10 foot straight edge, placed on the curb parallel to the center line of the street, nor shall any part of the exposed surface present a wavy appearance.

Any concrete areas with segregation, honeycombing, and/or voids shall be removed and replaced at the Contractor's expense

3.10. FINAL SURFACE FINISH

After surface irregularities have been removed, the pavement shall be uniformly textured using a seamless strip of artificial grass-type carpet, or by using broom bristle sections. The artificial grass-type carpet shall have a molded polyethylene pile face with a blade length of 5/8 inches to 1 inch, a minimum weight of 70 ounces per square yard, and a strong, durable, rot-resistant backing material bonded to the facing.

The texturing material shall be pulled longitudinally and be mounted to a self-propelled support system, operated off of the paving string line, and shall not deviate visually from the established alignment. Other approved texturing methods will be allowed if Engineer determines it is not

feasible to use a self-propelled system or string line. All texturing material shall apply a uniform texture with 1/16 to 1/8 inch deep striations. The width of the texturing material shall be in full uniform contact over the full width of the pavement. The texturing material shall be in good repair and shall be cleaned as often as necessary to remove hardened particles or debris that would otherwise scar the surface.

With formed paving only, brooms shall be drawn across the surface at right angles to the centerline of the pavement, with the stroke of the broom overlapping by 2 inches of adjacent strokes. Brooms shall be washed and dried at frequent intervals during the pour. Any long or coarse bristles that may cause surface irregularities shall be trimmed or cut out, and any brooms that have become worn out shall be discarded.

The final surface texture shall be uniform in appearance and free of rough or porous spots, irregularities, depressions, and other objectionable features.

Areas of pavement surfaces showing deficient or non-uniform texture shall be re-textured by diamond grinding. Diamond grinding shall be performed in accordance to Section 2900 Pavement Milling or Grinding of these Specifications. The Engineer will test the "mean texture depth" achieved by the carpet drag or broom material in accordance with ASTM E 965 Standard Test Method for Measuring Pavement Macrottexture Depth Using a Volumetric Technique and the *NDDOT Field Sampling and Testing Manual*. The Engineer will determine the test locations.

3.11. CURING CONCRETE

Concrete curing compound shall be applied to the surface of the concrete within 45 minutes after being placed on the grade. The finished surface shall be sprayed with a curing compound on all exposed faces. The curing compound shall be applied to form a uniform coverage at the rate of not less than one (1) gallon per two-hundred (200) square feet of surface area, unless the manufacturer recommends a heavier application. Curing compounds shall be applied using mechanically-pressurized spray equipment with multiple atomizing spray nozzles mounted on a self-propelled frame that spans the paving lane. Handheld sprayers shall be limited to small areas inaccessible to span framed style equipment or other areas approved by Engineer. Curing compound shall be immediately reapplied to any surfaces exposed or repaired within the curing period. After application of the curing compound, the surface of the concrete shall be as white as a sheet of paper.

Colored concrete pavement shall be cured with transparent curing and sealing compound. Curing and sealing procedures shall follow the manufactures recommendations.

Failure to provide the required amount of approved curing compound in specified time period shall be cause for immediate shutdown of concrete placing operations and/or rejection of placed concrete.

3.12. JOINT SEALING

All concrete pavement joints shall be sealed using a hot pour sealant. Joints shall be sealed before opening to construction and public traffic and no more than 10 days after placement of concrete. Prior to sealing joints, the Contractor shall keep newly-placed concrete clean of loose aggregate and debris at all times. The Contractor shall not seal joints until they have been inspected and approved by the Engineer. Failure to comply will result in complete removal of the sealant material to allow inspection by the Engineer, at the Contractor's expense. The joints shall not be sealed when the air temperature is below 40°F.

All vertical joint faces shall be cleaned by sandblasting, or if approved by the Engineer, water blasting may be allowed. The minimum working pressure of sandblasting shall be a minimum of 100 psi and water blasting shall be a minimum of 2000 psi. Oil, asphalt, slurry, curing compound, paint, rust, and other foreign materials shall be completely removed. Just before the joints are sealed, the Contractor shall clean the joints with compressed air at a working pressure of at least 100 psi. All joints shall be dry before applying joint sealant.

Backer rod shall be used in all transverse joints to control the depth of the sealer material, achieve the desired shape of the material, and support the material against indentation and sag. The backer rod shall be compatible with the hot pour sealant and not subject to the absorption of water.

Any joints filled above or below the specified level shall be corrected at the Contractor's expense. Any excess sealant spilled on the pavement surfaces shall be removed.

3.12.1. SEALANT APPLICATION

A. Hot Pour Sealant

All joints shall be sealed with hot pour sealant. The hot pour sealant shall be forced into the joint with a pressure type applicator capable of filling the joint from the bottom up to a height approximately flush to 1/8" below the pavement surface, without any overflow or spillage onto the pavement surface.

B. Silicone Sealant

When allowed by the Engineer, silicone joint sealer may be used in lieu of hot sealant. The sealant shall be tooled to produce a slightly concave surface approximately 1/8 inch below the pavement surface.

3.13. PROTECTION OF PAVEMENT

The newly-placed concrete with insufficient strength shall be protected from traffic by employing watch persons, if necessary, and by the erection and maintenance of barricades, fences, warning signs and lights, pavement bridges, and cross-overs. The newly-placed concrete shall be kept clean of loose aggregate, dust, and debris at all times during construction activities. Any part of the pavement damaged from traffic or other causes occurring prior to the acceptance of the pavement shall be repaired to the satisfaction of the Engineer at the Contractor's expense.

When bituminous pavement or colored concrete is placed adjacent to concrete pavement, the adjacent concrete pavement shall be protected from spills and smears. Discolored concrete pavement shall be cleaned at the Contractor's expense. The concrete pavement shall not be used to stockpile or mix any material unless approved by the Engineer. Contractor shall use a "pickup" type power sweeper equipped with adequate dust storage capacity to keep the newly constructed pavement clean of loose aggregate, dust, and debris at all times during construction activities.

The Contractor will be subject to an hourly charge for failure to keep the pavement surface clean. If the Contractor does not make an effort to clean the surface within (1) hour of being notified, the Contractor will be assessed \$200.00 per hour until which time the Engineer determines that the Contractor has complied.

3.14. OPENING TO TRAFFIC

Newly constructed pavement shall not be opened to Contractor or public traffic until the concrete has attained a compressive strength of 3,000 psi. This strength may be measured by one of the following methods; field cured cylinders in accordance with ASTM C 31 Standard Practice for Making and Curing Concrete Test Specimens in the Field or concrete maturity in accordance with ASTM C 1074 Standard Practice for Estimating Concrete Strength by the Maturity Method. Newly constructed concrete pavement shall not be opened to any traffic until all joints have been sealed and the pavement has been swept clean of loose aggregate, dust, and debris.

3.15. PAVEMENT SURFACE SMOOTHNESS

This section describes the methods for locating areas of localized roughness and measuring the smoothness of final concrete surface, and provisions for corrective action. The Engineer may direct Contractor to use the 10 foot straightedge method, the profiler method, or both to determine surface smoothness. All pavement smoothness testing and corrective measures, if required, shall be at the Contractor's expense.

All Concrete Pavements shall meet the following thresholds of localized roughness and smoothness:

Concrete Pavement Categories	Methods of Measuring Localized Roughness and Smoothness			
	MRI Threshold	ALR Threshold	RSE Threshold (Excluded Areas)	10' Straight edge Threshold (Excluded Areas)
> 30 mph	120 in/mile	160 in/mile	0.25 inch deviation per 25 ft. segment	1/8-inch deviation
All others	140 in/mile	180 in/mile	0.25 inch deviation per 25 ft. segment	1/8-inch deviation

Definitions:

IRI – International Roughness Index

MRI – Mean Roughness Index

ALR – Areas of Localized Roughness

RSE – Rolling Straight Edge

3.15.1. 10 FOOT STRAIGHTEDGE METHOD

Where directed by Engineer, the Contractor shall furnish an approved 10 foot straightedge, depth gauge, and operator to aid the Engineer in testing the pavement surface. Areas showing high or low spots of more than 1/8 inch but not exceeding 1/4 inch in 10 feet shall be ground with diamond grinding equipment to an elevation within the 1/8 inch tolerance. When the deviation exceeds 1/4 inch high or low, the Contractor shall submit a corrective action plan that includes either grinding or removal and replacement of the pavement. If the corrective action plans contains grinding, the pavement must be ground to within the 1/8 inch tolerance. The Engineer will determine what corrective action shall be implemented.

3.15.2. PROFILER METHOD

A. Inertial Profiler

The Contractor shall furnish an Inertial Profiler capable of measuring International Roughness Index (IRI) in dual wheel paths, producing a profilogram, and exporting raw profile data in an unfiltered electronic Engineering Research Division (ERD) file format. The Contractor shall furnish current proof of profiler calibration and certification from MnDOT, or other approved agency, to the Engineer prior to performing profiling operations. The profiler shall meet all requirements and specifications found in AASHTO M 328 Standard Specification for Inertial Profiler.

B. Operator Certification

Contractor shall provide an operator trained in the operation of the Inertial Profiler and knowledgeable in the use of the required Profile Analysis Software (ProVal). Operators shall be certified by MnDOT, or other approved agency, and provide documentation of operator certification to the Engineer.

C. Profiler Operation

Contractor shall clean and prepare the surface of pavement for accurate testing. All traffic control costs associated with profiling shall be incidental to other bid items.

All mainline concrete pavement shall be profiled for smoothness and ALR evaluation. Profiles shall be reported in 0.1 mile segments, measured in each wheel path per lane and shall be reported based on the Mean Roughness Index (MRI), the average IRI values from both wheel paths. A "wheel path" is defined as the 2.5 feet from the edge of the travel lane or as directed by the Engineer.

Pavement areas listed below shall be excluded from MRI smoothness and ALR evaluation, however, if directed by the Engineer, these areas shall be profiled to identify bumps or dips using the Rolling Straight Edge Method (RSE) in ProVal, and/or measured by 10 foot Straight Edge Method. The Engineer will evaluate and determine which method type measuring will be required for the excluded pavement areas listed below.

- i. Intersections (PC to PC)
- ii. Roundabouts (circular portion)
- iii. Parking lanes
- iv. Turn lanes
- v. Interchange Ramps and Loops

D. Evaluation.

The Contractor shall utilize the most current version of ProVal and use the program to calculate the MRI from the Engineering Research Division (ERD) files. A copy of the ERD files shall be sent to Engineer upon completion of the data collection. The low- and high-pass filters shall be set to zero.

i. Determining Areas of Localized Roughness.

Identify areas of localized roughness using the Smoothness Assurance Module (SAM) within the current version of ProVal. Use the following settings in the SAM:

- Ride Quality Index set to MRI.
- The base length:
 - Short continuous - 25 feet.
 - Long continuous - 528 feet.
 - Fixed interval - 528 feet.
- Ride Quality Threshold of 160 in/mile for 30 mph or greater.
- Ride Quality Threshold of 180 in/mile for less than 30 mph.

Apply a 250 mm filter to the file being analyzed.

The localized roughness shall be calculated in inches per mile at the short continuous interval of 25 feet.

ii. Determining MRI.

Identify areas of localized roughness using the Smoothness Assurance Module (SAM) within the current version of ProVal. Use the following settings in the SAM:

- Ride Quality Index set to MRI.
- The base length:
 - Short continuous - 25 feet.
 - Long continuous - 528 feet.
 - Fixed interval - 528 feet.
- Ride Quality Threshold of 120 in/mile for 30 mph or greater.
- Ride Quality Threshold of 140 in/mile for less than 30 mph.

Apply a 250 mm filter to the file being analyzed.

The localized roughness shall be calculated in inches per mile at the long continuous interval of 528 feet.

MRI numbers recorded in inches per mile will be established for each 528 foot section for each travel lane of the finished pavement. If the last segment is greater than 250 feet and less than 528 feet, the segment shall be measured as an

independent segment. If the last segment is 250 feet or less, the profile for that segment shall be included in the evaluation for the previous segment.

- iii. Determining Roughness in excluded pavement areas as directed by the Engineer.

Identify areas of roughness using the Rolling Straight Edge (RSE) within the current version of ProVal. Use the following settings in the RSE:

- Straightedge length – 25 feet.
- Deviation Threshold – 0.25 inches

Dips and bumps in excess of 0.25 inches shall be corrected.

3.15.3 CORRECTIVE ACTION

Methods to correct areas which do not meet the required ride quality thresholds for either MRI, ALR, or RSE shall be diamond ground, remove and replace, or other methods approved by the Engineer. Diamond grinding shall be performed according to Section 2900 Pavement Milling or Grinding of these Specifications, except that diamond grinding shall be conducted in increments no smaller than one driving lane width and two panel lengths. Ridges left during grinding shall be feathered and day lighted out with additional passes. Joint sealant damaged in corrective grinding areas shall be removed and replaced at Contractor's expense.

The Contractor shall submit a detailed corrective action plan using the ProVal and SAM data, 5 working days in advance of grinding. Contractor shall generate grinding simulations in ProVal with multiple grinding depths, varying equipment, and multiple pass patterns and include the grinding simulations with the corrective action plan. Any corrective action performed shall not reduce the integrity or durability of the pavement that is to remain in place, and in any case, the pavement thickness shall not be reduced by more than 1/4 inch less than the thickness shown in the Plans, unless approved by the Engineer. Based on Contractor's corrective action plan, the Engineer will determine what extent of the corrective action shall be implemented. The Contractor shall locate and perform all required pavement surface corrective work, with the approval of and in the presence of, the Engineer. Corrective work may also be required for any additional combination of bumps, dips, chatter, or other roughness that, in the opinion of the Engineer, produces an objectionable ride.

On pavement areas where corrections are necessary, second profiler runs shall be performed to verify that corrections have produced thresholds within acceptable limits. In addition, any concrete panels replaced after completed initial smoothness testing and corrective action shall meet the smoothness requirements.

3.16. PAVEMENT SURFACE POP OUT TOLERANCE

Definition of a Pop Out - A hole or crater in the concrete surface, ranging in size from 1/4 inch to several inches in diameter that results from the fracturing of unsound aggregate particles due to expansion pressures. Usually caused by porous aggregate having a high rate of absorption.

3.16.1. POP OUT TOLERANCE CONTRACT PRICE ADJUSTMENTS

The contract price adjustment for each lot will be determined by multiplying the determined lot size by the contract unit price for concrete pavement and the appropriate Contract Price Adjustment Factor shown in the Table below. Price adjustments will be deducted from monies due or to become due to the Contractor. In the event that a contract price adjustment results in an overpayment, the Contractor shall repay overpayment monies within 30 days of notice. No price adjustments will be made for lots with 15 or less pop outs per one square yard.

A. Lot Establishment

The Engineer will select random test locations for determining the number of visual pop outs present in all pavement and curb and gutter sections. The Engineer will mark a square yard perimeter and visually count pop outs 1/2 inch or greater in diameter located within the perimeter. Lot sizes will be determined by considering each separate pour as a separate lot size based on project records.

For lot sizes less than 1000 square yards, the Engineer will test three random locations and average the number of pop outs counted in each location to determine the number of pop outs per one square yard for pay adjustments.

For lot sizes greater than 1000 square yards, the Engineer will test one random location per 1000 square yards, or a minimum of three random locations, whichever is greater, and average the number of pop outs counted in each location to determine the number of pop outs per square yard for pay adjustments.

Pop Out Deduct Adjustments (Percent of Contract Unit Price)	
Number of Pop Outs per One Square Yard	Total Deduct per Defined Lot Size
0-15	0%
16-25	(5%)
26-35	(15%)
*36 or more	To be determined by Engineer

* Engineer reserves the right to determine deduct amounts and/or reject any concrete exceeding 36 or more pop outs per square yard.

3.17. FINAL ACCEPTANCE OF PAVEMENT

At the time of final acceptance, the concrete pavement shall be free of random cracks, surface scaling, flaking, spalling, or any other related defects or damages. The concrete shall be swept clean of all debris. Any defects or damage to concrete pavement before final acceptance, including damage from freeze thaw cycles or use of deicers, shall be repaired or removed and replaced at the Contractor's expense to the satisfaction of the Engineer.

3.18. LOCATION OF EXISTING UTILITIES

Existing manholes, gate valves, and stop boxes have been shown to direct the Contractor's attention to their existence. The Contractor is cautioned that not all utilities have been shown and their location is not guaranteed. The Contractor is responsible for determining the exact location of existing utilities that affect the installation of the paving.

3.19. CASTING TO GRADE (ALL)

Floating manhole castings as shown in the typical details are required on all manholes structures located in concrete pavement.

This item includes all labor, materials and equipment necessary to adjust the various castings to the proper line and grade. Note that wood shims to adjust rings and castings are not allowed. Changes in grade shall be made as follows:

Height adjustment of manholes and inlets within the paving section shall be performed using either engineered polymer rings or precast reinforced concrete rings.

When using precast reinforced concrete rings, the rings shall be free from cracks, voids, and other defects. Interior I/I Barrier, manufactured by Strike Products or approved equal, shall be used when height adjustment is performed utilizing round precast reinforced concrete rings. The casting and between each ring shall be sealed with a minimum 1/2" x 1/2" double bead of butyl rubber sealant in caulking form. Preformed butyl tape is not allowed. Precast reinforced concrete rings shall be wrapped with nonwoven geotextile fabric, secured around the outside of the rings from three (3) inches below the top of the manhole/inlet structure to the top of the rings. When minor shimming is required, the voids shall be filled with concrete. All precast reinforced concrete rings shall receive a four (4) inch wide concrete encasement placed around the outside of the rings from three (3) inches below the top of the structure to the frame casting.

All engineered polymer rings shall be properly sealed in accordance with the manufacturer's recommendations.

Height adjustment of manholes and inlets is limited to a maximum of 12" of adjustment and no more than 4 adjusting rings. Taller rings shall be used where required to limit adjustment to 4 adjusting rings. When caused by the negligence of the Contractor, a new structure requiring adjustment greater than 12" shall be reconstructed to limit adjustment to 12" and shall be at the Contractor's expense.

Care shall be taken to adjust the casting to the proper grade so the final riding surface is smooth and free of bumps and it conforms to the alignment and grade of the adjoining concrete. Any castings not satisfying these requirements shall be redone to the satisfaction of the Engineer. Castings should be set flush to 1/16 inch below the finished pavement surface.

The casting to grade item also includes cleaning all construction debris or dirt from the manhole or inlet bottom and installing a wiped mortar finish around the inside circumference of the precast concrete adjusting rings.

3.20. GATE VALVES TO GRADE

This item shall include all labor, material, and equipment necessary to raise or lower water gate boxes to the final grade. Care shall be taken to adjust the valve box to the proper grade so the final riding surface is smooth and free of bumps and that it conforms to the grade of the adjoining concrete. The alignment shall be checked to ensure that the box is straight and that the valve is operable. Any valve boxes not satisfying these requirements shall be redone to the satisfaction of the Engineer. Valve boxes should be set flush to 1/16 inch below the finished pavement surface. The gate box to grade item also includes cleaning all construction debris or dirt from the box, verifying that the box is straight, undamaged, and that the valve is operable.

3.21. TESTING

The Concrete shall be tested at least once per day of placement or at the discretion of the Engineer. This testing shall include; Slump, Air Content, Temperature, Compressive strengths (1 cylinder at 7 days and 3 cylinders at 28 days) and gradations and property tests on aggregates. Changes to this frequency of testing may be altered by the Engineer. The Contractor shall cooperate in the making of such tests to the extent of allowing free access to the work for the selection of samples. The Contractor shall be responsible for all costs of quality control testing. The City shall be responsible for all costs of quality assurance testing.

Samples shall be obtained and tested in accordance with the latest ASTM methods of tests. Testing labs will supply reports to the Engineer, Contractor, and concrete supplier.

3.22. SIDEWALKS AND DRIVEWAYS

The construction of sidewalks, driveways, and impressed concrete shall be performed in accordance with Section 2300 Concrete Sidewalks and Driveways.

PART 4
GUARANTEE, MEASUREMENT & PAYMENT

4.1. GUARANTEE

The guarantee shall be per the contract.

4.2. MEASUREMENT AND PAYMENT

Payment for concrete paving and castings and gate valves to grade shall be full compensation for all labor, material, equipment and miscellaneous items necessary for constructing these items in place.

4.2.1. EXCAVATION AND SUBGRADE PREPARATION

Paid under Section 2000 Excavation, Filling, and Subgrade Preparation contract bid items.

4.2.2. UNDER-STRENGTH CYLINDERS

Payment for Concrete Bid Items specified herein will not be made until the Engineer is satisfied that the material will meet the specified strength requirements. When test cylinders show under-strength concrete, cores shall be taken in the field and tested. The number and location of the cores will be at the discretion of the Engineer. All costs for coring and retesting will be deducted from the Contractor's payment. All concrete found to be under-strength shall be removed and replaced at the Contractor's expense.

4.2.3. CONCRETE PAVEMENT

Concrete pavement shall be paid for at the unit price bid per square yard. Concrete pavement shall include the area of paving only and does not include the area of the curb or gutter section.

4.2.4. CONCRETE CURB AND GUTTER

Curb and gutter will be measured along the curb face and be paid for at the contract unit price per linear foot.

4.2.5. CONCRETE VALLEY GUTTERS

Valley gutters will be measured and paid for at the unit price bid per square yard.

4.2.6. *CONCRETE SIDEWALKS, DRIVEWAYS, AND IMPRESSIONED CONCRETE*

Sidewalks, driveways, and impressioned concrete shall be in accordance with Section 2300 Concrete Sidewalks and Driveways.

4.2.7. *CASTING TO GRADE*

This bid item shall include all work to adjust the casting with up to 4 rings (12 inches), including all sealant, wrap, or chimney seals as specified herein. Adjustments to inlets and manholes located in the pave shall be paid for under the "Casting to Grade – w/Conc" bid item. Adjustments to inlets and manholes located outside the pave shall be paid for under the "Casting to Grade – Blvd" bid item.

4.2.8. *VALVE BOXES TO GRADE*

Adjustments to valve boxes located in the pave shall be paid for under the "GV Box to Grade – w/Conc" bid item. Adjustments to valve boxes located outside the pave shall be paid for under the "GV Box to Grade – Blvd" bid item.

4.2.9. *OTHER COSTS*

All costs of dowels, reinforcing steel, sawing, curing and protection, jointing and joint filling/sealing, and all other costs of work necessary to properly complete the work specified herein shall not be bid items; the costs shall be charged to other items unless a bid item is included on the bid sheet.

NOMINAL STREET WIDTH	CONCRETE PAVEMENT WIDTH	BACK-BACK WIDTH	GRAVEL BASE WIDTH	SLAB THICKNESS	GRAVEL THICKNESS	% CROSS SLOPE	CROWN HEIGHT ABOVE OR BELOW TOP OF CURB	PANEL HEIGHT	CENTER PANEL WIDTH-G	OUTSIDE PANEL WIDTH-H	GEOTEXTILE FABRIC
32'	28'	33'	35'	9"	10"	2.35%	1-1/2" BELOW	10'	8'	6'	WOVEN
36'	32'	37'	39'	9"	10"	2.30%	1" BELOW	10'	10'	6'	WOVEN
40'	36'	41'	43'	9" OR 10"	10"	2.30%	1-1/2" BELOW	12'	10'	8'	WOVEN
52'	48'	53'	55'	10"	12"	2.30%	1" ABOVE	15'	12'	12'	WOVEN
63'	59'	64'	66'	10"	12"	2.25%	2-1/2" ABOVE	15'	11'	12'	WOVEN

*NOTE: CENTER PANEL IS CENTERED ON R/W, TOTAL OF 4-12' AND 1-11' PANELS

1/2"x18" DEFORMED BARS @ 30" O.C. TIED TO CURB (DETAIL 2100-5.4)

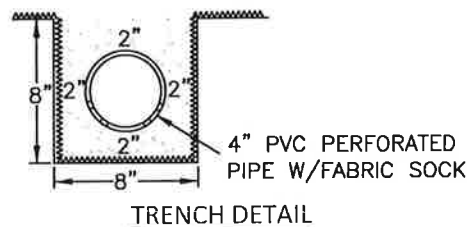
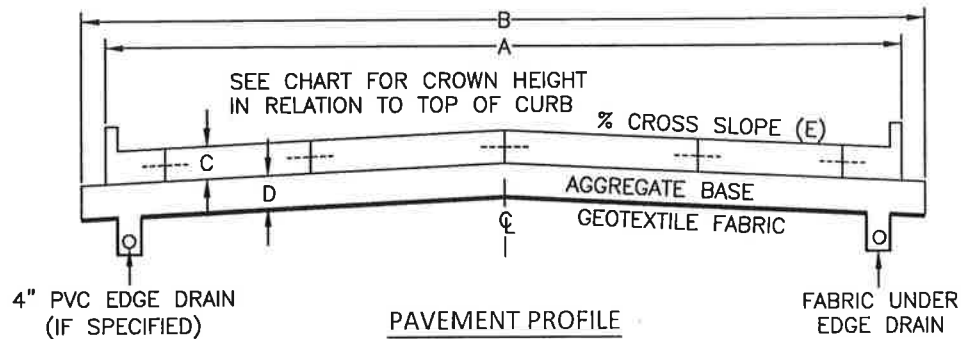
1/2"x30" DEFORMED BARS @ 30" O.C. (DETAIL 2100-5.4)

CURB & GUTTER

JOINTS

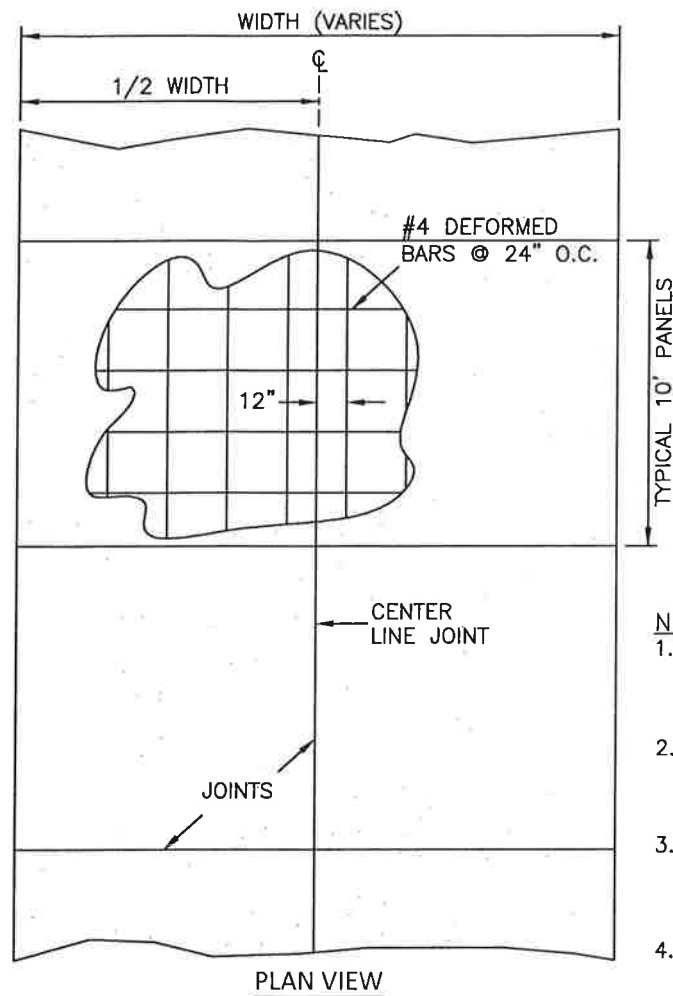
DOWELED CONTRACTION JOINTS (DETAIL 2100-5.5)

PLAN VIEW



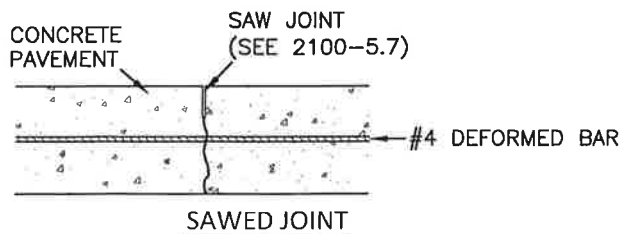
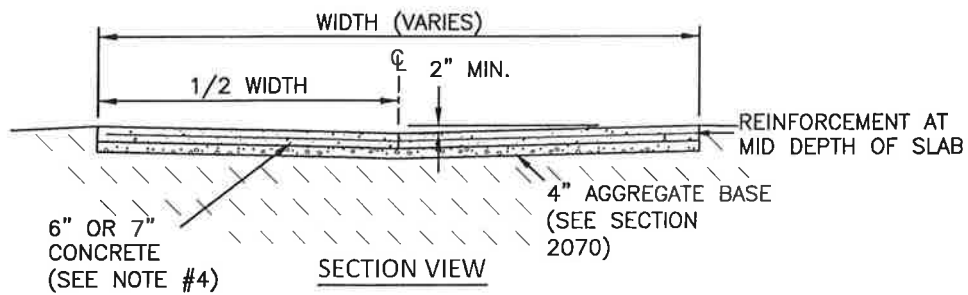
THE CITY OF
Fargo
FARGO.DIGOV
ENGINEERING
DEPARTMENT

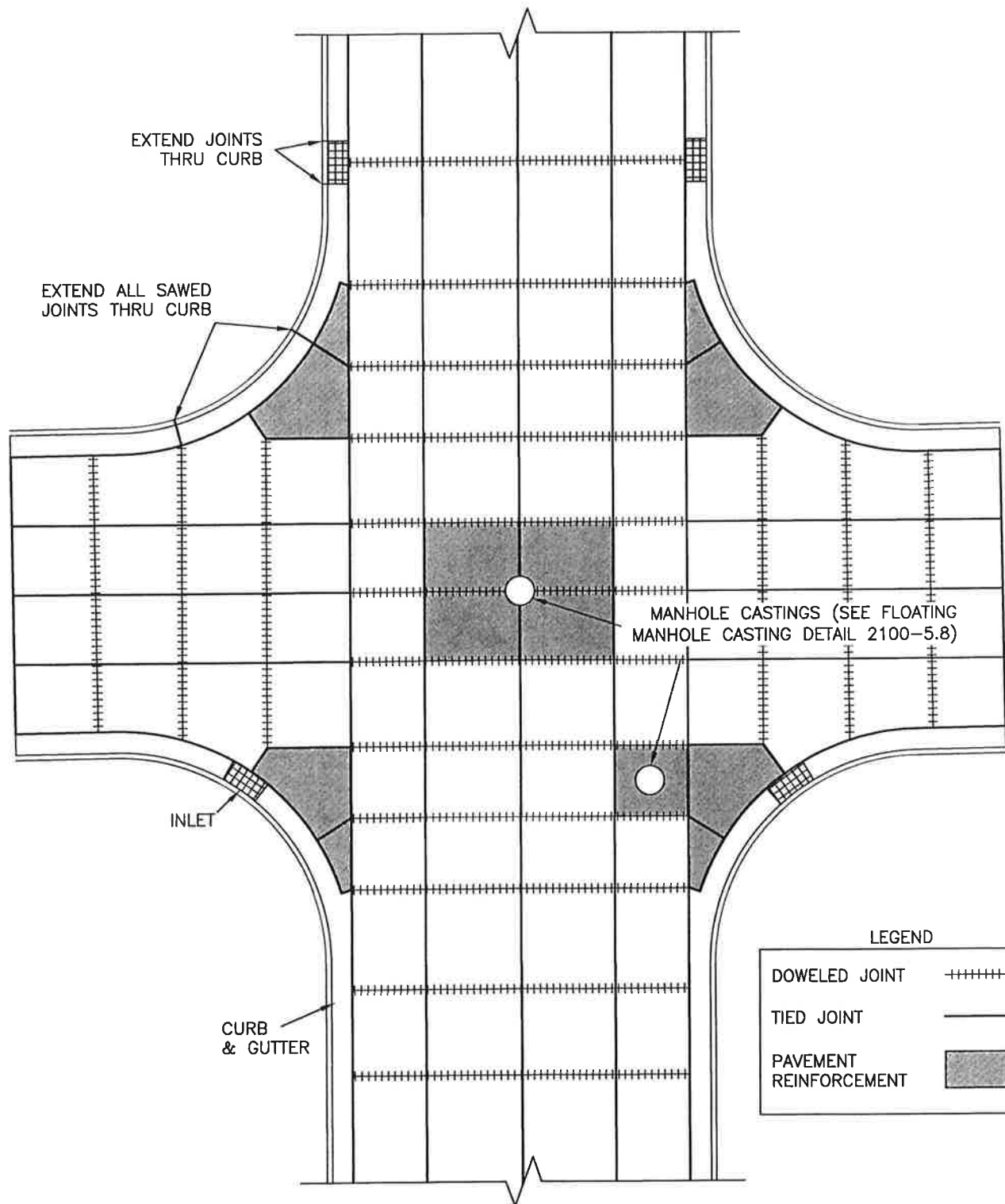
SECTION: 2100	DRAWING: 5.1
REVISION: 2021	
DOWELED CONCRETE PAVEMENT	
APPROVED: BED	DATE: TBD, 2021




NOTES:

1. JOINTS SHALL BE SAW CUT AND SEALED AS PER SAW JOINT DETAIL 2100-5.7.
2. 4" AGGREGATE BASE SHALL BE INCLUDED IN THE CONCRETE PAVEMENT BID ITEM.
3. ALL CONSTRUCTION JOINTS SHALL BE TIED WITH #4 X 18" DEFORMED BARS @ 24" O.C.
4. 6" RESIDENTIAL THICKNESS
7" COMMERCIAL THICKNESS
5. AGGREGATE BASE SHALL BE INSTALLED 1' MIN. WIDER THAN CENTERLINE FORMS





LEGEND

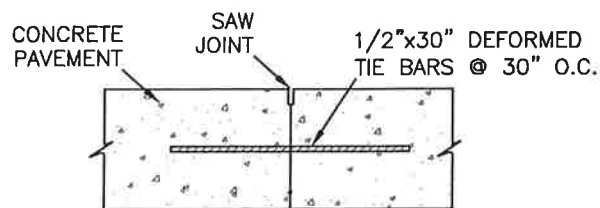
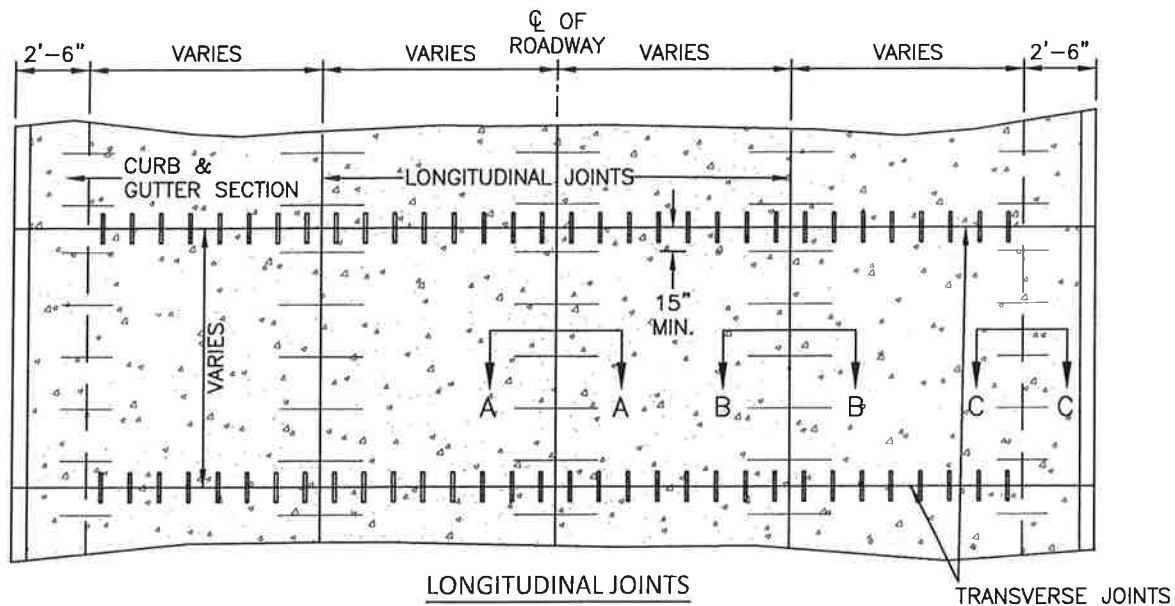
DOWELED JOINT	++++++
TIED JOINT	———
PAVEMENT REINFORCEMENT	

NOTES:

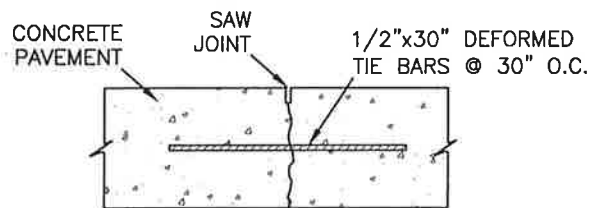
1. ALL DIMENSIONS ARE VARIABLE, SEE JOINTING PLANS AND CONCRETE PAVEMENT DETAILS FOR DIMENSIONS.
2. CURB AND GUTTER SHALL BE POURED SEPARATE FROM ADJACENT CONCRETE PAVEMENT.



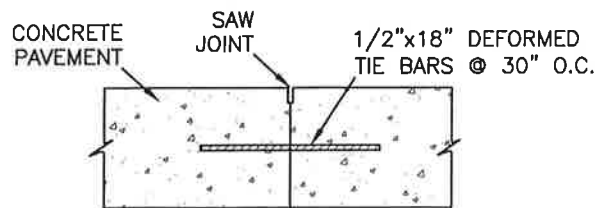
SECTION: 2100	DRAWING: 5.3
REVISION: 2021	
TYPICAL CONCRETE INTERSECTION LAYOUT	
APPROVED: BED	DATE: TBD, 2021



SECTION A-A
LONGITUDINAL CONSTRUCTION JOINT



SECTION B-B
SAWED LONGITUDINAL JOINT



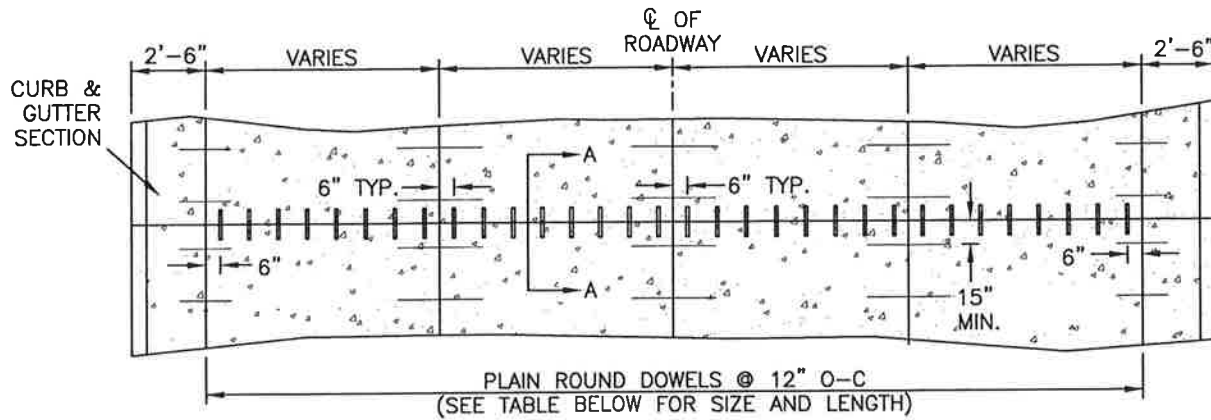
SECTION C-C
LONGITUDINAL CONSTRUCTION JOINT

NOTES:

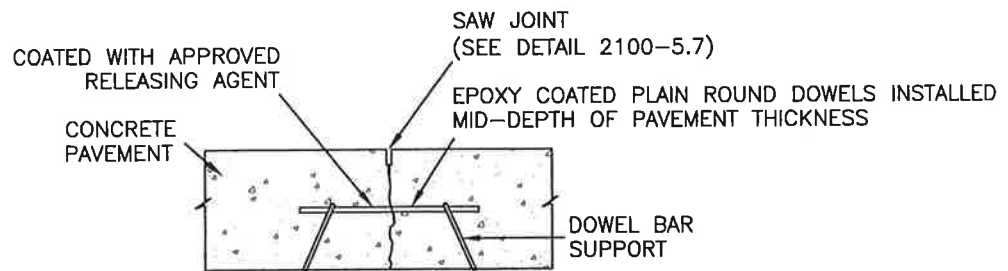
1. ALL LONGITUDINAL JOINTS SHALL BE TIED
2. SEE SAW JOINT DETAIL 2100-5.7
3. WHERE TIE BARS ARE INSTALLED AND LATER STRAIGHTENED, GRADE 40 STEEL SHALL BE USED
4. ALL TIE BARS SHALL BE EPOXY COATED IN ACCORDANCE WITH ASTM A 775



SECTION: 2100	DRAWING: 5.4
REVISION: 2021	
LONGITUDINAL JOINTS	
APPROVED: BED	DATE: TBD, 2021



TRANSVERSE CONTRACTION JOINT
DOWEL ASSEMBLY

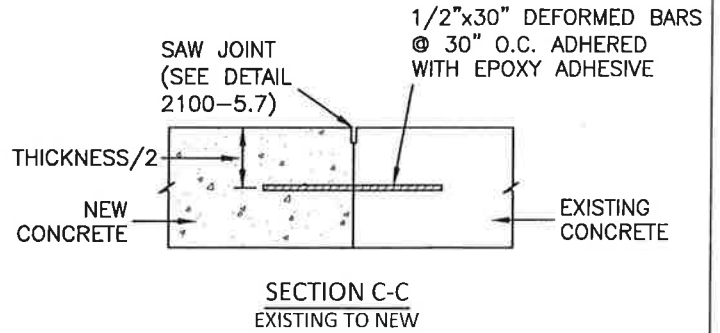
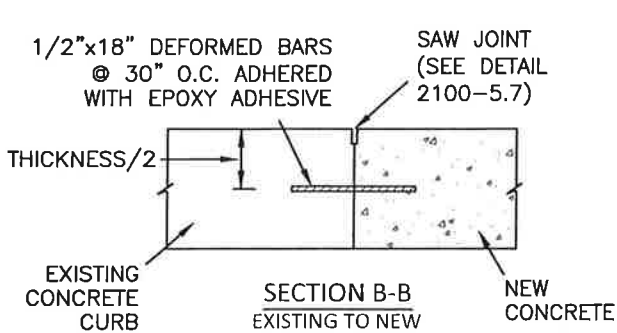
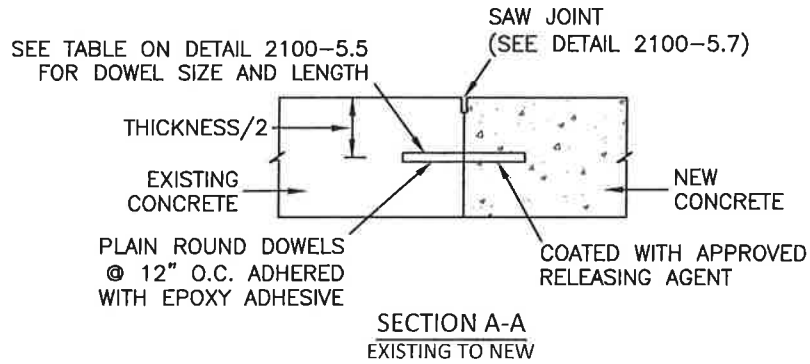
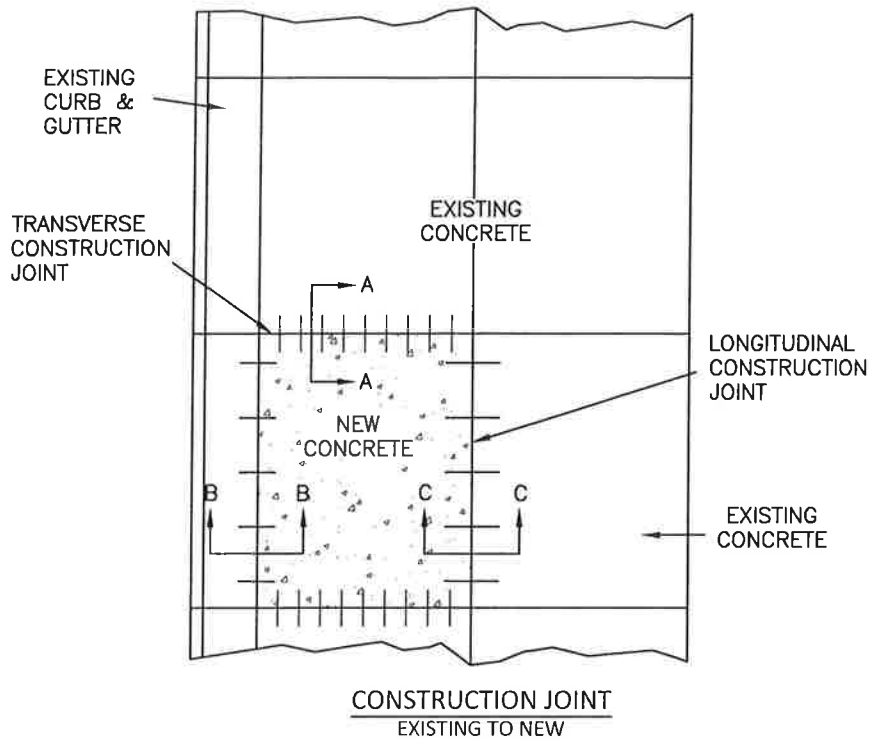


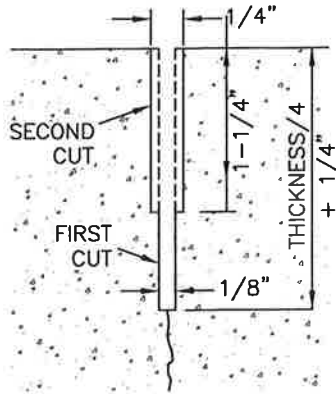
SECTION A-A
DOWEL ASSEMBLY

NOTE:

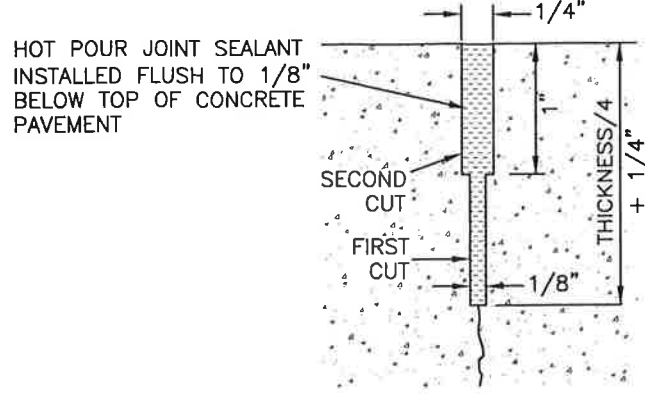
1. ALL DOWELS SHALL BE EPOXY COATED IN ACCORDANCE WITH ASTM A 775, EXCEPT EXPOSED ENDS RESULTING FROM SAW CUTTING OR SHEARING.

DOWELED JOINTS		
PAVEMENT THICKNESS	DOWEL BAR SIZE	TOTAL DOWEL LENGTH
7"	1"	18"
8 - 10"	1-¼"	18"
10.5 - 12"	1-½"	18"
NOTE: ALL DOWELS ARE TO BE SPACED AT 12" O.C.		

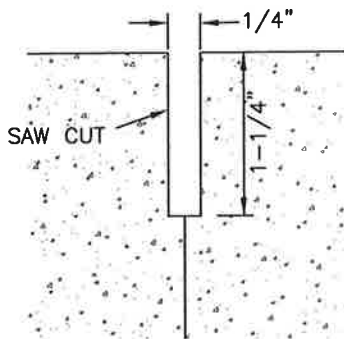




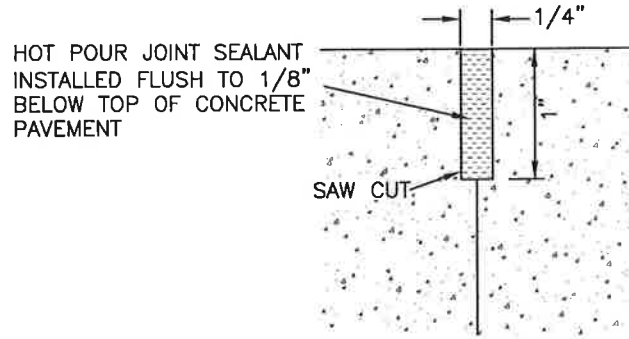
TRANSVERSE SAWED JOINT
(SEE JOINT SEALANT DETAIL)



LONGITUDINAL SAWED JOINT

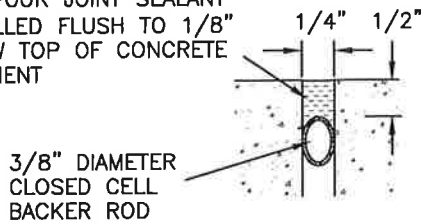


TRANSVERSE CONSTRUCTION JOINT
(SEE JOINT SEALANT DETAIL)



LONGITUDINAL CONSTRUCTION JOINT

HOT POUR JOINT SEALANT
INSTALLED FLUSH TO 1/8"
BELOW TOP OF CONCRETE
PAVEMENT

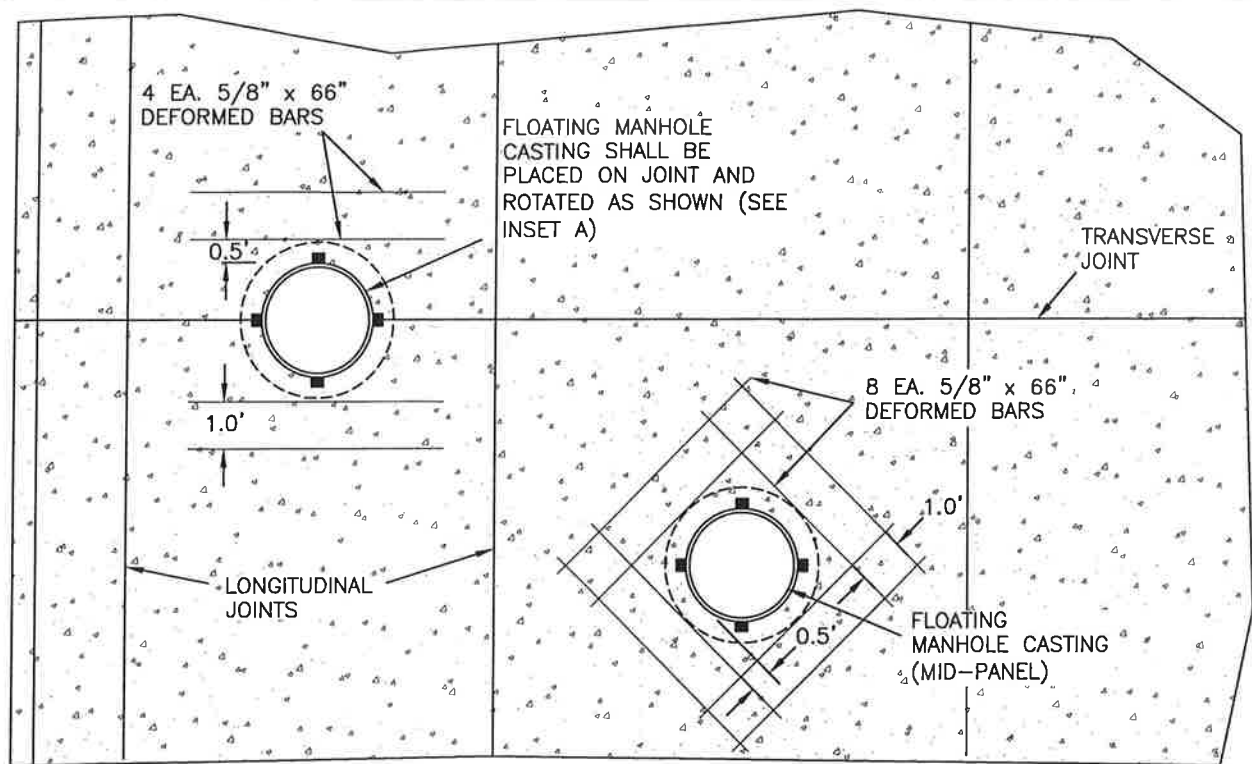


JOINT SEALANT DETAIL
ALL TRANSVERSE JOINTS

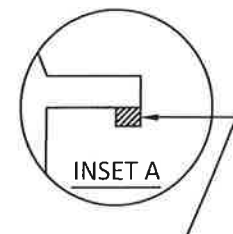
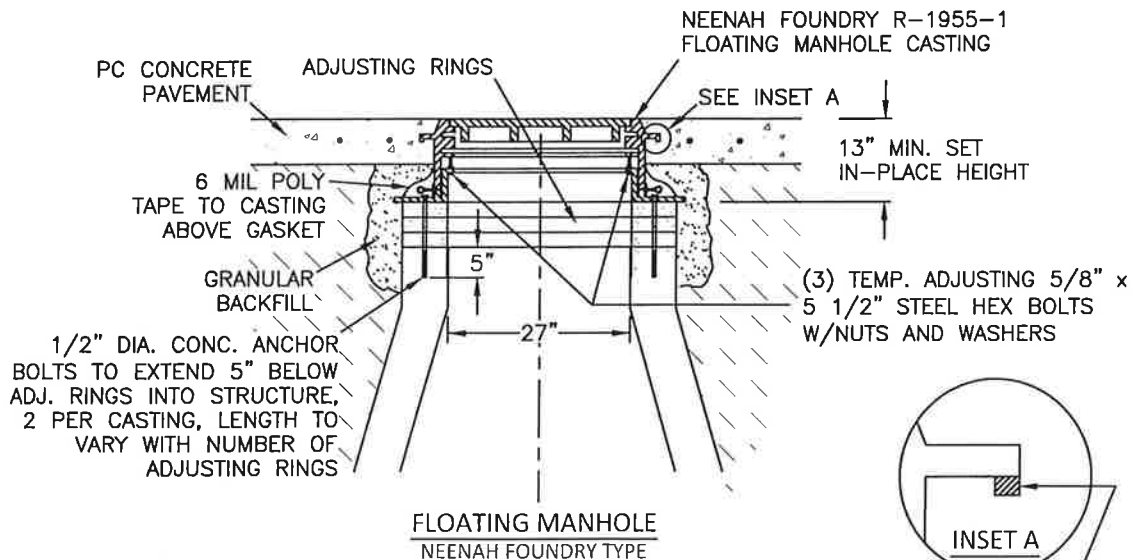
NOTES:

1. ALL LONGITUDINAL AND TRANSVERSE JOINTS SHALL BE FILLED WITH HOT POUR.
2. TRANSVERSE SAWED JOINTS, BACKER ROD AND JOINT SEALANT SHALL EXTEND THROUGH ENTIRE CURB & GUTTER SECTION.
3. ALL CONCRETE JOINT SEALANT AND BACKER ROD SHALL BE IN ACCORDANCE WITH SPECIFICATIONS.

Fargo <small>THE CITY OF</small> <small>FARGO,ND.GOV</small> ENGINEERING DEPARTMENT	SECTION: 2100	DRAWING: 5.7
	REVISION: 2021	
	SAW JOINT	
	APPROVED: BED	DATE: TBD, 2021



PLAN VIEW



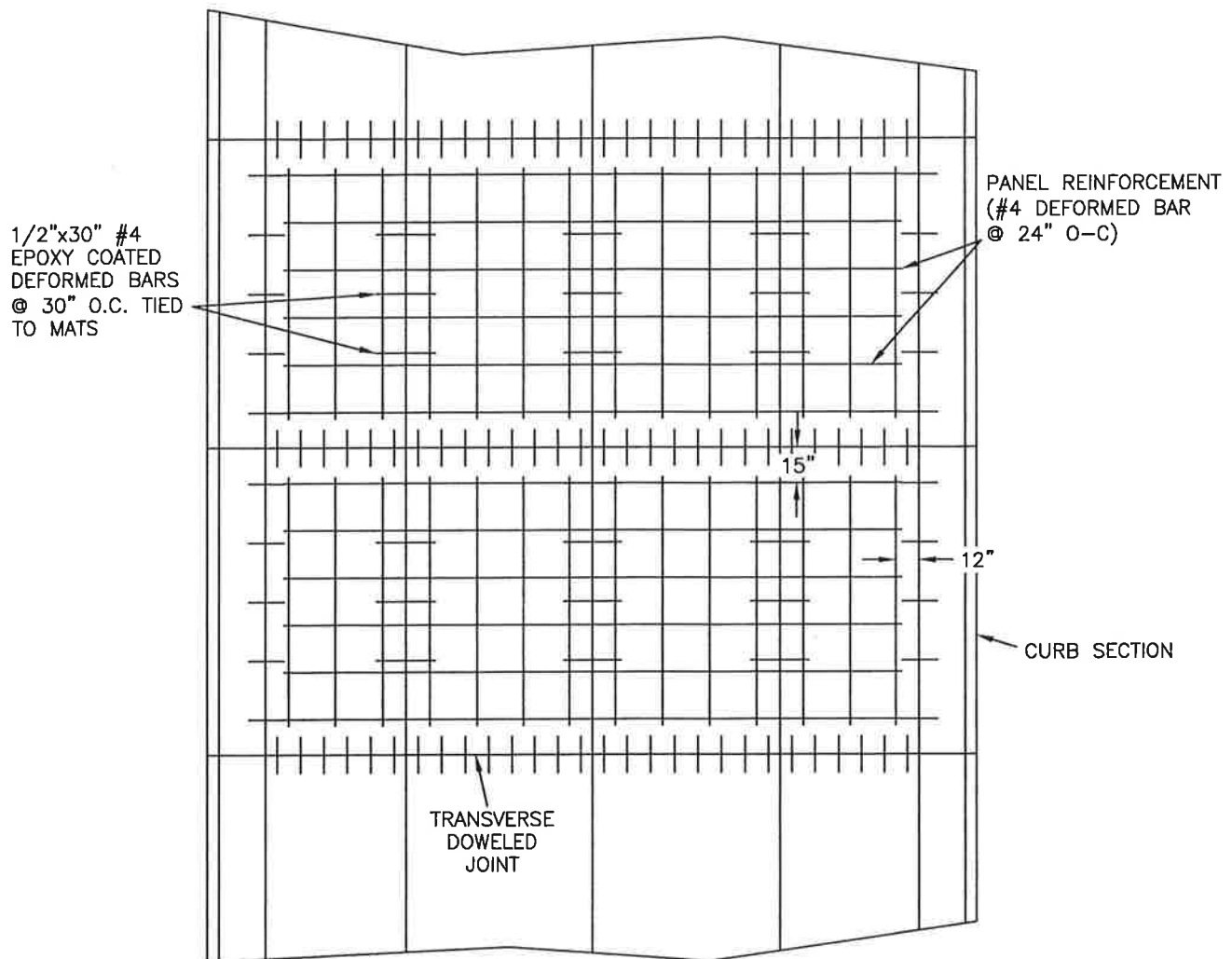
REMOVE ALL FOUR (4) LOWER HOOK PORTIONS FROM THE FLANGES WHEN CASTING IS PLACED ON TRANSVERSE JOINTS AND COAT OUTER SURFACE OF CASTING W/APPROVED RELEASING AGENT

NOTES:

1. THIS DETAIL APPLIES TO ALL MANHOLES LOCATED WITHIN THE CONCRETE PAVING SECTION.
2. SEE SECTION 1200 AND 1500 FOR CASTING LID TYPES.

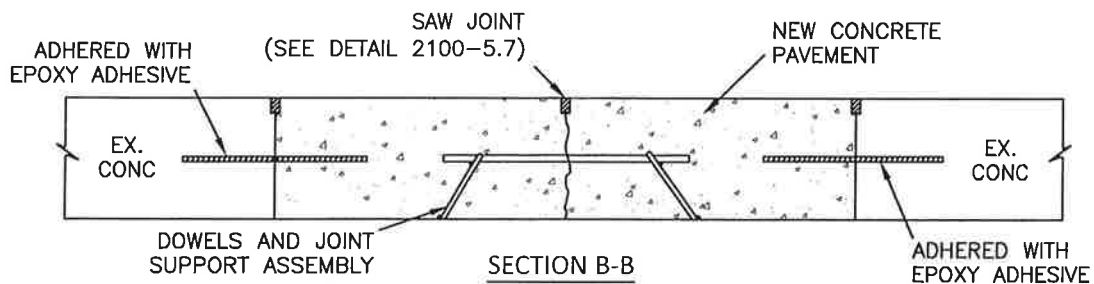
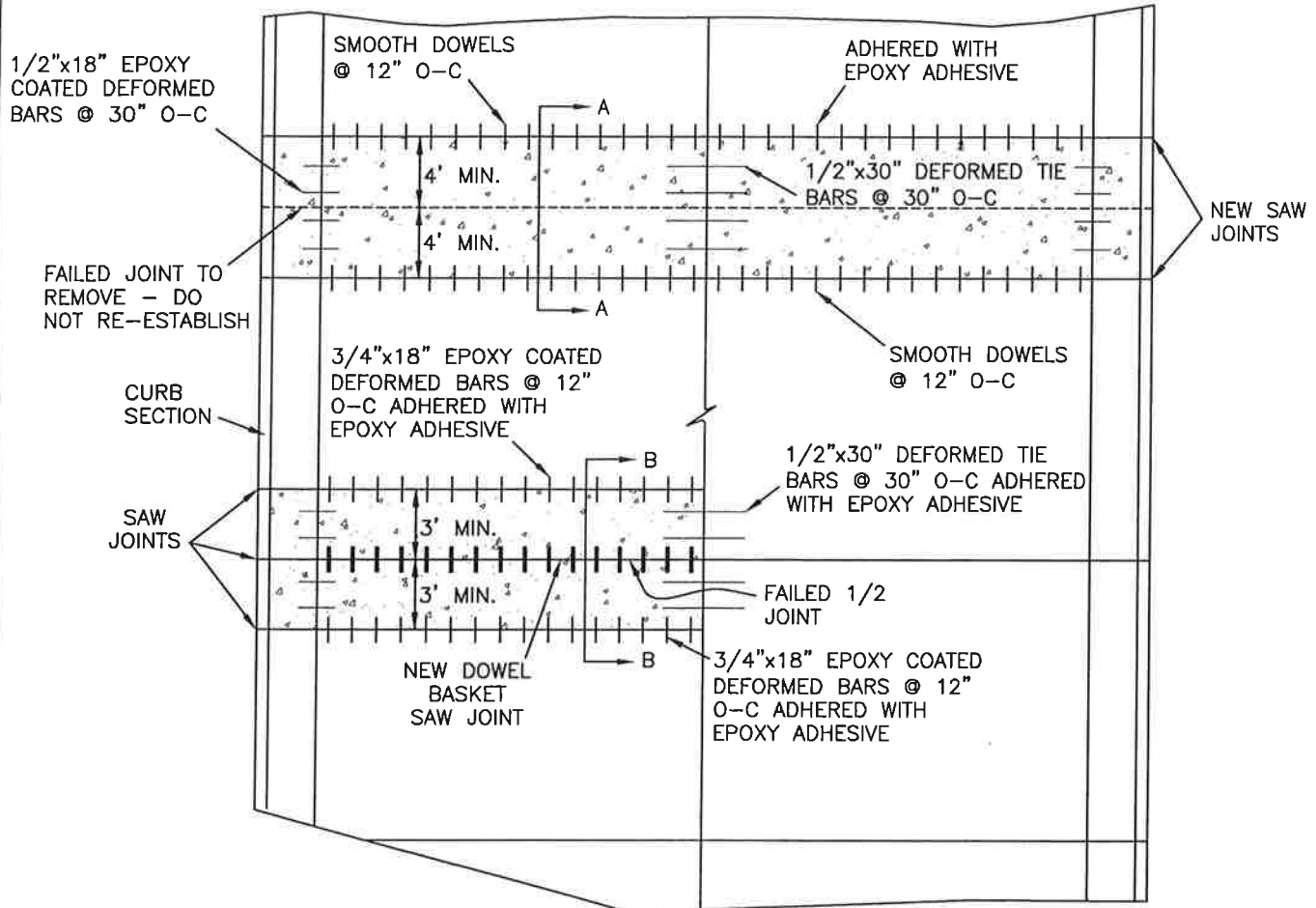
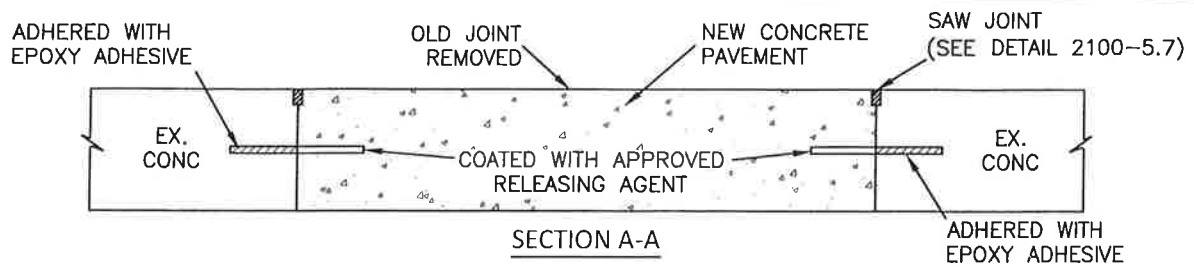


SECTION: 2100	DRAWING: 5.8
REVISION: 2021	
FLOATING MANHOLE CASTING	
APPROVED: BED	DATE: TBD, 2021



NOTES:

1. AREAS FOR REINFORCEMENT SHALL BE DETERMINED BY THE ENGINEER USING THE PLAN SHEETS AS A GUIDELINE. PAYMENT FOR REINFORCEMENT SHALL BE INCIDENTAL TO THE PRICE OF THE CONCRETE PAVEMENT.
2. REBAR MATS SHALL BE SECURED FROM HORIZONTAL MOVEMENT AND SUPPORTED BY CHAIRS AT THE MID-DEPTH POINT OF THE SLAB.
3. REBAR SHALL STOP WITHIN 15" OF THE DOWELED CONTRACTION JOINT.



NOTES:

1. SMOOTH DOWELS - SEE CHART ON TRANSVERSE CONTRACTION JOINTS DETAIL 2100-5.5 FOR SIZE AND LENGTH.
2. SEE SAW JOINT DETAIL 2100-5.7.
3. THIS DETAIL SHALL ONLY APPLY TO REHABILITATION PROJECTS WHERE DESIGNATED ON THE PLANS.

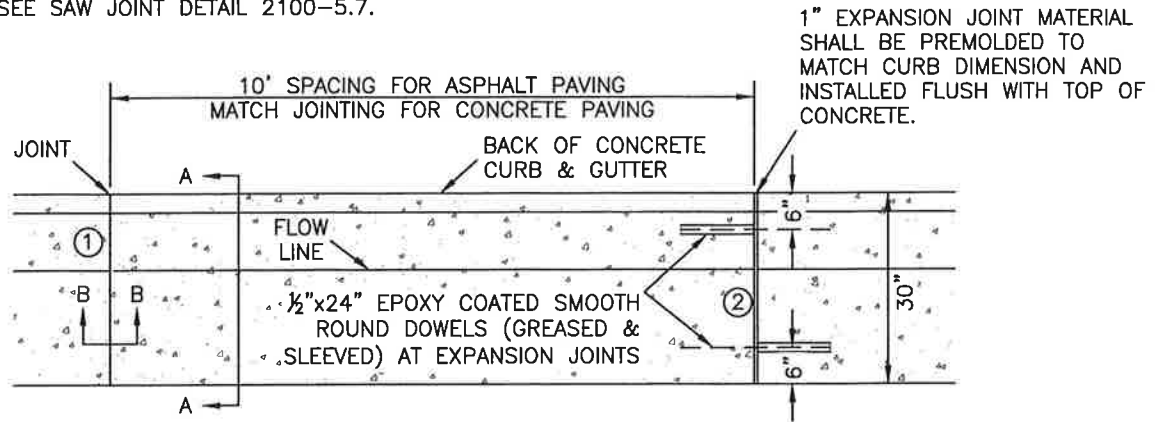


SECTION: 2100	DRAWING: 5.10
REVISION: 2021	
JOINT REPAIR	
APPROVED: BED	DATE: TBD, 2021

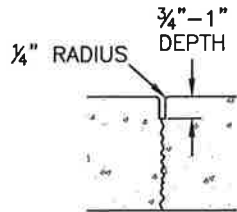
- ① ASPHALT PAVING: SAW CUT OR TOOLED JOINTS AT 10' SPACINGS.

- ② PLACE 1" EXPANSION JOINTS AT P.C.'S AND AT 250' MAX. SPACINGS FOR ASPHALT PAVING

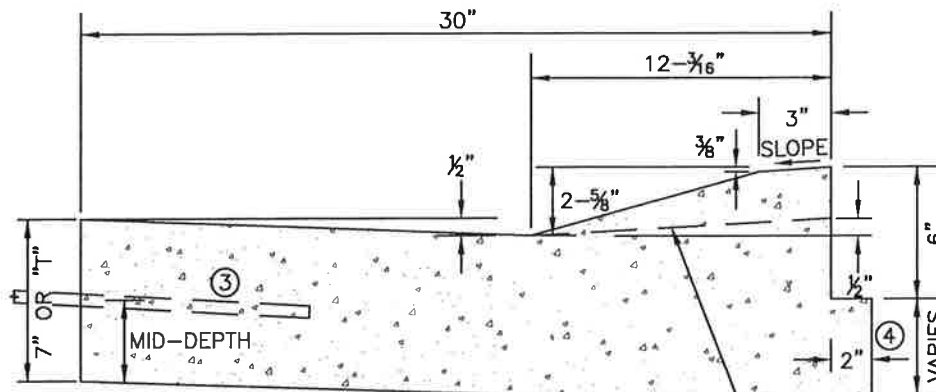
CONCRETE PAVING: SAW CUT JOINTS TO MATCH CONCRETE PAVEMENT JOINT SPACINGS. SEE SAW JOINT DETAIL 2100-5.7.



CURB & GUTTER PLAN



TOOLED JOINT DETAIL
SECTION B-B



CURB SECTION WHEN DROPPED FOR DRIVEWAY OR PUBLIC SIDEWALK OPENING. (1.5' TRANSITION CURB FOR SIDEWALK AND DRIVEWAY)

- ③ 1/2"x18" DEFORMED BARS AT 30" O.C. REQUIRED WHEN ADJOINING CONCRETE PAVEMENT

- ④ 2" LEDGE REQUIRED WHEN ADJOINING DRIVEWAYS, MEDIAN CONCRETE, OR SIDEWALKS.

SECTION A-A

NOTES:

- DIMENSION "T" SHALL MATCH THE THICKNESS OF THE ADJOINING CONCRETE PAVEMENT
- WHEN OUTFLOW CURB IS SPECIFIED SLOPE SHALL BE 1/4" PER FOOT

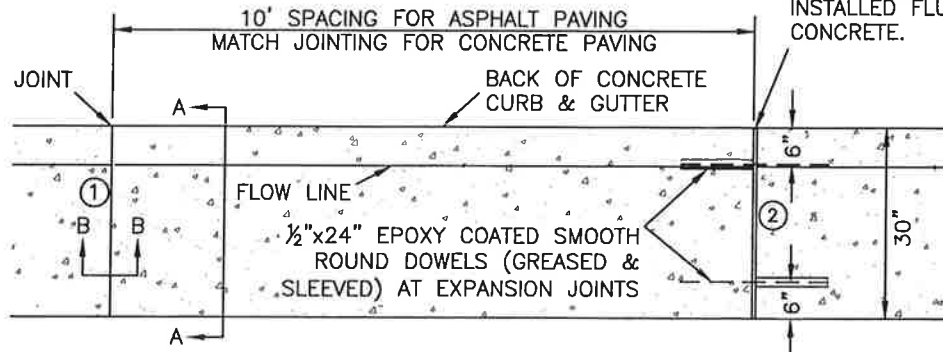
Fargo <small>THE CITY OF</small> <small>FARGO,ND.GOV</small> ENGINEERING DEPARTMENT	SECTION: 2100	DRAWING: 5.11
	REVISION: 2021	
	MOUNTABLE (TYPE I)	
	CURB & GUTTER	
	APPROVED: BED	DATE: TBD, 2021

- ① **ASPHALT PAVING:** SAW CUT OR TOOLED JOINTS AT 10' SPACINGS.

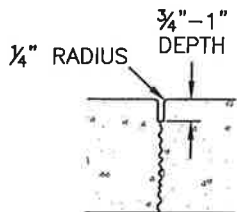
- ② PLACE 1" EXPANSION JOINTS AT P.C.'S AND AT 250' MAX. SPACINGS FOR ASPHALT PAVING

CONCRETE PAVING: SAW CUT JOINTS TO MATCH CONCRETE PAVEMENT JOINT SPACINGS. SEE SAW JOINT DETAIL 2100-5.7.

1" EXPANSION JOINT MATERIAL SHALL BE PREMOLDED TO MATCH CURB DIMENSION AND INSTALLED FLUSH WITH TOP OF CONCRETE.

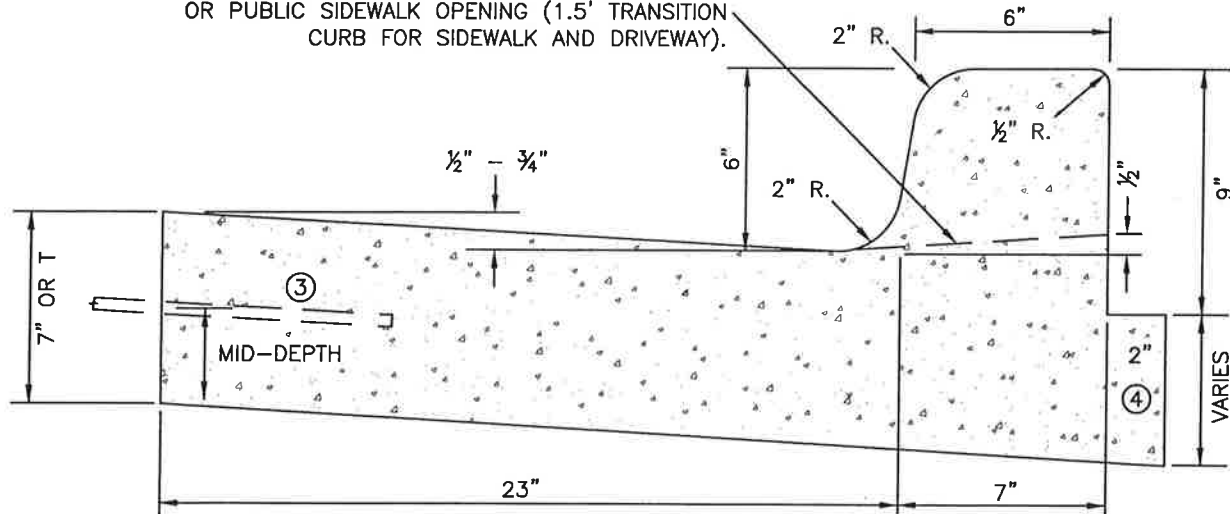


CURB & GUTTER PLAN



TOOLED JOINT DETAIL
SECTION B-B

CURB SECTION WHEN DROPPED FOR DRIVEWAY OR PUBLIC SIDEWALK OPENING (1.5' TRANSITION CURB FOR SIDEWALK AND DRIVEWAY).



- ③ 1/2"x18" DEFORMED BARS AT 30" O.C. REQUIRED WHEN ADJOINING CONCRETE PAVEMENT

- ④ 2" LEDGE REQUIRED WHEN ADJOINING DRIVEWAYS, MEDIAN CONCRETE, OR SIDEWALKS.

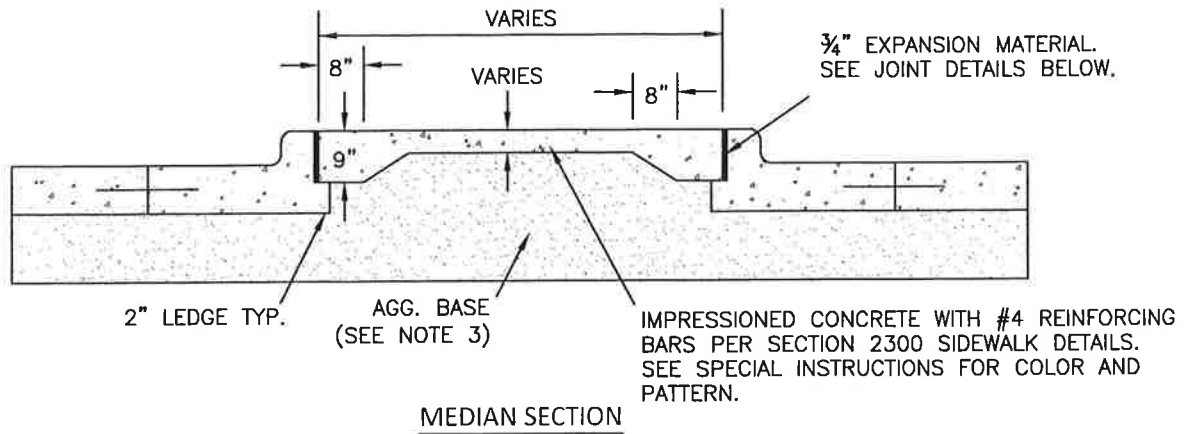
SECTION A-A

NOTES:

- DIMENSION "T" SHALL MATCH THE THICKNESS OF THE ADJOINING CONCRETE PAVEMENT
- WHEN OUTFLOW CURB IS SPECIFIED SLOPE SHALL BE 1/4" PER FOOT



SECTION: 2100	DRAWING: 5.12
REVISION: 2021	
STANDARD (TYPE II) CURB & GUTTER	
APPROVED: BED	DATE: TBD, 2021



HOT POUR JOINT SEALANT
INSTALLED FLUSH TO $\frac{1}{8}$ " BELOW
TOP OF CONCRETE SURFACE

EXPANSION MATERIAL
INSTALLED BELOW TOP OF
CONCRETE WILL REQUIRE
JOINT SEALANT (SEE NOTE 5)

JOINT W/ SEALANT DETAIL
APPLICABLE TO ALL EXPANSION
JOINTS

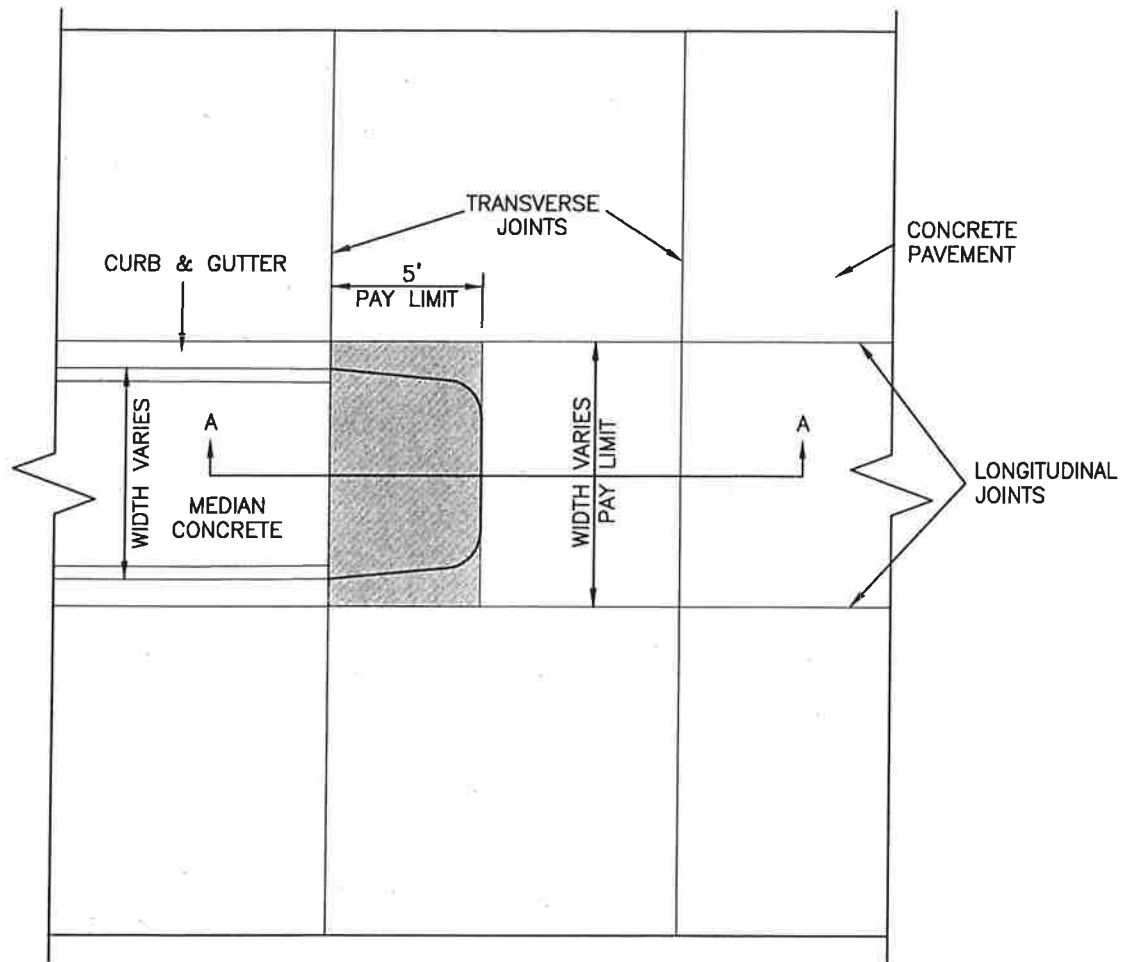
EXPANSION MATERIAL
INSTALLED FLUSH WITH
TOP OF CONCRETE WILL
NOT REQUIRE JOINT
SEALANT. (SEE NOTE 5)

JOINT W/O SEALANT DETAIL
APPLICABLE TO ALL EXPANSION
JOINTS

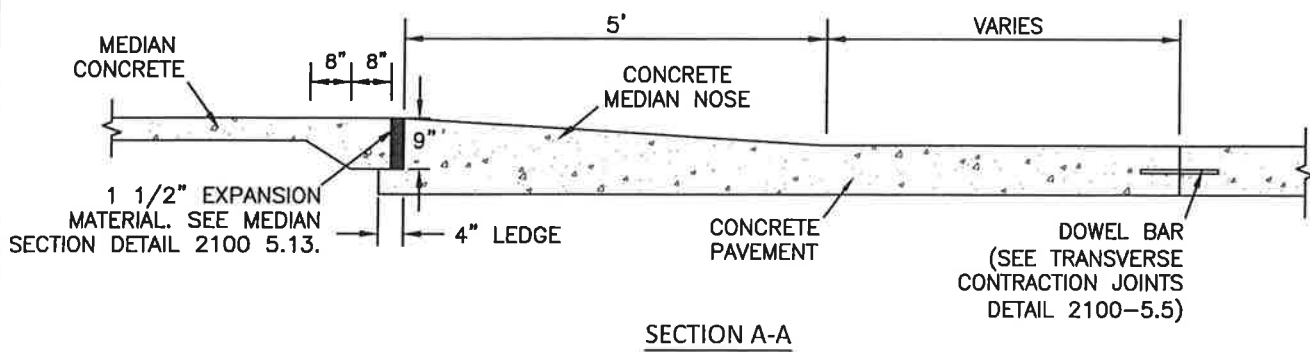
NOTES:

1. JOINTS SHALL BE SAWCUT AND MATCH THAT OF ADJACENT PAVE.
2. SEE MOUNTABLE (TYPE I) AND STANDARD (TYPE II) CURB & GUTTER DETAILS (2100-5.11 & 5.12) FOR 2" LEDGE DIMENSIONS. LEDGE INCIDENTAL TO CURB & GUTTER.
3. ADDITIONAL AGGREGATE BASE USED TO BRING MEDIAN IMPRESSIONED CONCRETE TO GRADE SHALL BE INCIDENTAL TO OTHER ITEMS.
4. TRANSVERSE $\frac{3}{4}$ " EXPANSION JOINTS SHALL BE PLACED AT 250-FOOT INTERVALS OR AS DIRECTED BY ENGINEER.
5. ALL EXPANSION MATERIAL SHALL BE INSTALLED FLUSH WITH THE TOP OF CONCRETE AND TIGHT AGAINST THE VERTICAL FACES. WHEN INSTALLED AS SPECIFIED, HOT POUR SEALANT WILL NOT BE REQUIRED. SEE SECTION 3.8.5. EXPANSION AND ISOLATION JOINTS IN STANDARD SPECIFICATIONS.

THE CITY OF Fargo <small>FARGO.ND.GOV</small> ENGINEERING DEPARTMENT	SECTION: 2100	DRAWING: 5.13
	REVISION: 2021	
	MEDIAN SECTION	
	APPROVED: BED	DATE: TBD, 2021



CONCRETE MEDIAN NOSE DETAIL



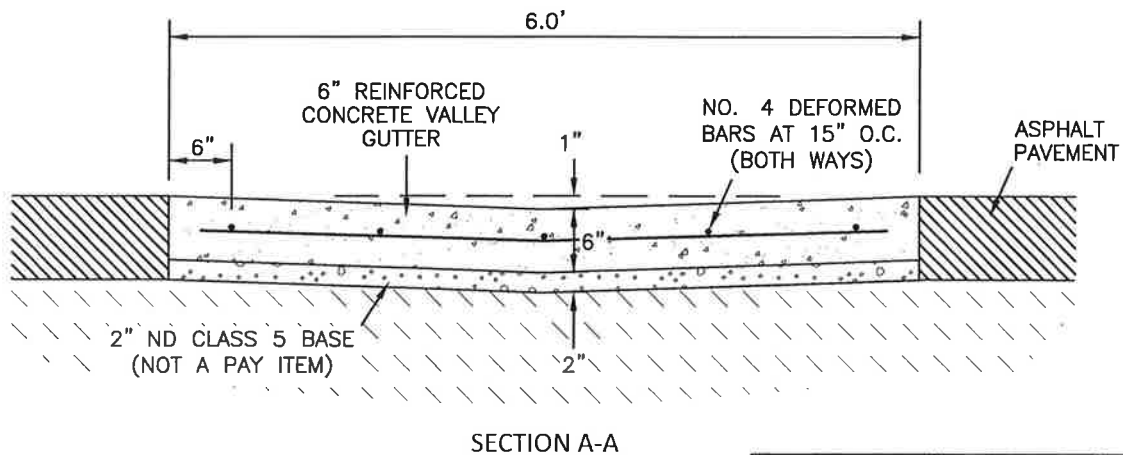
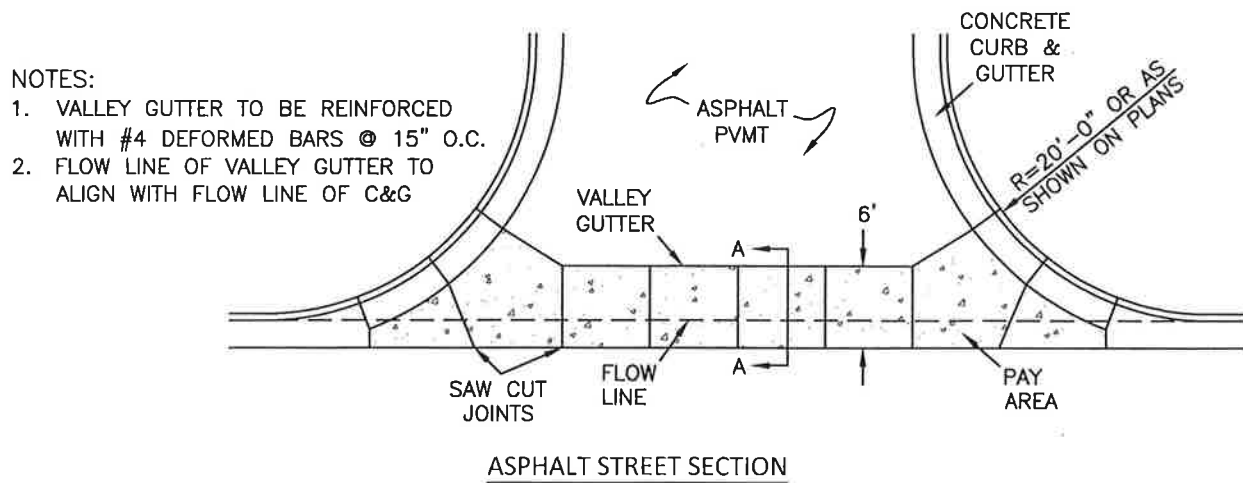
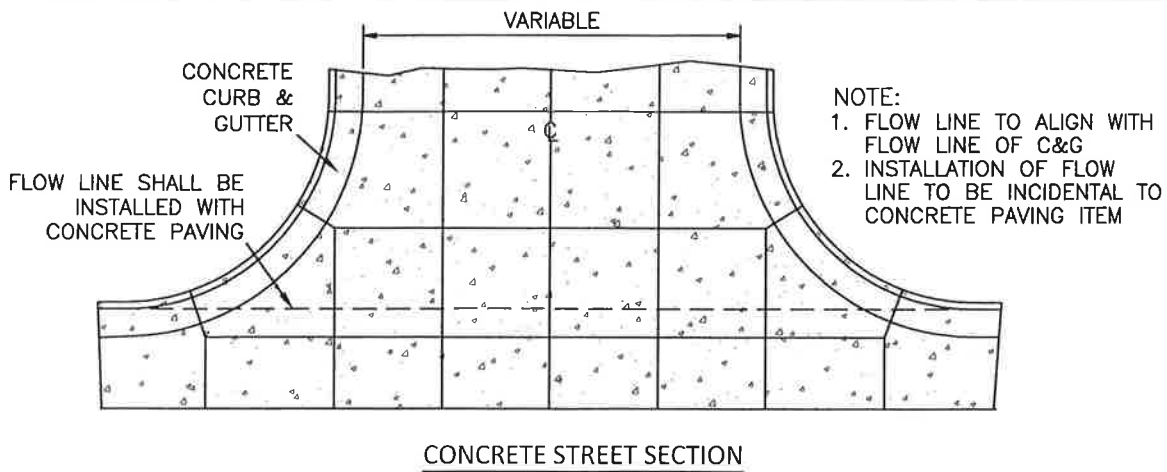
SECTION A-A

NOTE:

PAID AS "MEDIAN NOSE - CONCRETE"

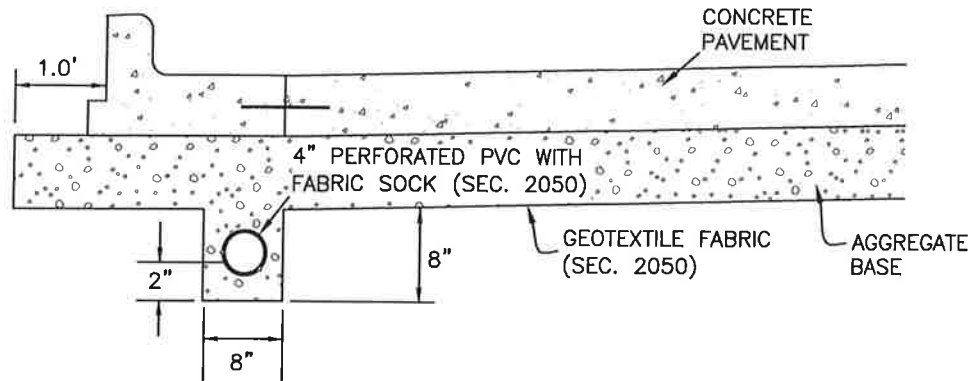


SECTION: 2100	DRAWING: 5.14
REVISION: 2021	
CONCRETE MEDIAN NOSE	
APPROVED: BED	DATE: TBD, 2021

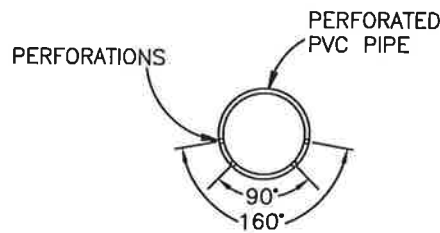


- NOTES:
1. AGG. BASE REQUIRED UNDER ENTIRE VALLEY GUTTER (NOT A PAY ITEM)
 2. REFER TO PLANS FOR LENGTH OF VALLEY GUTTER

Fargo <small>THE CITY OF</small> <small>FARGO.ND.GOV</small> <small>ENGINEERING DEPARTMENT</small>	SECTION: 2100	DRAWING: 5.15
	REVISION: 2021	
	VALLEY GUTTER	
	APPROVED: BED	DATE: TBD, 2021



EDGE DRAIN PLACEMENT



4" PVC PIPE DETAIL

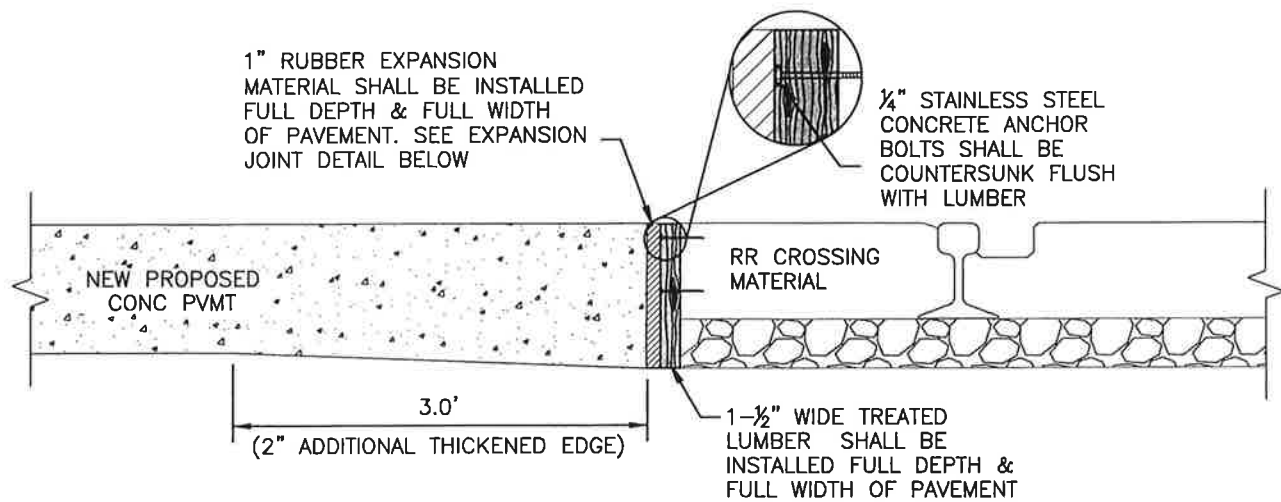
TYPE OF PIPE:

1. THE PIPE SHALL BE POLYVINYL CHLORIDE SCHEDULE 40 SEWER PIPE WITH SOLVENT CEMENTED JOINTS AS SPECIFIED IN ASTM SPEC. NO. F-758.
2. PERFORATIONS SHALL BE CIRCULAR AND $1/4" \pm 1/16"$ IN DIAMETER. THEY SHOULD BE ARRANGED IN ROWS PARALLEL TO THE AXIS OF THE PIPE AND SHALL BE SPACED APPROXIMATELY 3" CENTER TO CENTER ALONG THE ROWS. THE SPIGOT END OF THE PIPE SHALL BE UNPERFORATED FOR A LENGTH EQUAL TO THE DEPTH OF THE SOCKET. THE PLACEMENT AND TOTAL NUMBERS OF THE ROWS SHALL BE AS SHOWN ABOVE WITH AN ALLOWABLE TOLERANCE OF $\pm 10'$.
3. MOLDED FITTINGS SHALL BE IN ACCORDANCE WITH ASTM SPEC NO. D 2665 OR F1866. COST OF FITTING AND INSTALLATION TO BE INCLUDED IN THE PRICE BID FOR 4" PVC EDGE DRAIN.
4. THE PERFORATED PVC SHALL BE ENCASED IN A GEOTEXTILE FABRIC PER SECTION 2050. COST OF FABRIC TO BE INCLUDED IN THE PRICE BID FOR 4" PVC EDGE DRAIN.
5. PIPE SIZE: 4" DIAMETER IPS SCH 40
6. ROWS OF PERFORATIONS: 4
7. HOLE SIZE: $1/4"$
8. HOLE SPACING PER ROW: 3"

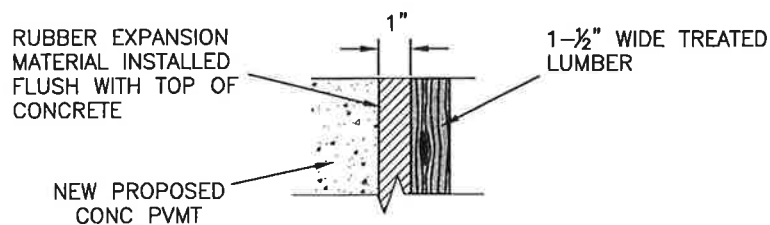
NOTES:

1. SEE STORM INLET/PVC DRAIN PIPE DETAIL IN SECTION 1500 FOR ADDITIONAL DETAILS.

THE CITY OF Fargo <small>FARGO.ND.GOV</small> ENGINEERING DEPARTMENT	SECTION: 2100	DRAWING: 5.16
	REVISION: 2021	
	4" PVC EDGE DRAIN	
	APPROVED: BED	DATE: TBD, 2021



RAILROAD EXPANSION JOINT DETAIL - CONCRETE
NOT TO SCALE



EXPANSION JOINT DETAIL

NOTE:

1. ALL WORK AND MATERIAL SHOWN IN DETAIL SHALL BE INCIDENTAL TO PAVEMENT BID ITEMS.



(S)

December 23, 2020

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

Commissioners:

The Fargo Dome Authority requests your approval of the attached Second Amendment to Agreement with Ovations Food Services, LP, dba Spectra Food Services & Hospitality for certain food and beverage services at FARGODOME. The amendment extends the term of the existing Agreement for three (3) years, from January 1, 2021 through December 31, 2023.

The terms of the proposed Amendment are financially advantageous to FARGODOME. Along with reduced fees in year one of the extended agreement (January 1, - December 31, 2021) in recognition of the impact of the coronavirus pandemic, this Agreement will continue to allow FARGODOME to leverage the operating efficiencies of Spectra Food Services & Hospitality.

At their meeting held on December 22, 2020, the Fargo Dome Authority approved the attached Second Amendment to Agreement.

Requested Motion: To approve the Second Amendment to Agreement dated December 15, 2020 between Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality and the Fargo Dome Authority, a duly constituted authority of the City of Fargo.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik
General Manager, FARGODOME

Attachment

Second Amendment to Agreement

This Second Amendment to Agreement (the "**Second Amendment**") is entered into as of December 15, 2020 and is between Ovations Food Services, L.P. d/b/a Spectra Food Services & Hospitality ("**Spectra**") and Fargo Dome Authority, a duly constituted authority of the City of Fargo, North Dakota ("**Authority**").

Background

Spectra and Authority are parties to that certain "Agreement" effective as of January 1, 2016 that was amended by that certain "First Amendment to Agreement" entered into on September 25, 2018 (collectively, the "**Agreement**"). The parties now desire to extend the term of such Agreement and amend its terms.

Accordingly, the parties agree as follows:

1. Capitalized terms used but not defined in this Second Amendment shall have the meanings assigned to such terms in the Agreement.
2. The term of the Agreement is hereby extended for an additional three years, expiring on December 31, 2023. The Authority shall have the opportunity to extend the term for an additional two years by providing written notice thereof to Spectra by no later October 1, 2023.
3. During the Operating Year commencing on January 1, 2021 and ending on December 31, 2021, the Base Fee shall be \$1,500 per month. In each subsequent Operating Year, the Base Fee shall be \$3,000 per month.
4. All references to the Agreement therein, or in any other document referencing the Agreement, shall be deemed to refer to the Agreement as amended by this Second Amendment. Except for the modifications set forth in this Second Amendment, all of the provisions of the Agreement shall remain unmodified and in full force and effect.
5. This Second Amendment shall be construed, interpreted and governed by the laws of the State of North Dakota.


[signatures to follow on the next page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Second Amendment as of the date first written above.

FARGODOME AUTHORITY

By: 
Name: Blake Nelson
Title: President

**OVATIONS FOOD SERVICES, L.P. d/b/a
SPECTRA FOOD SERVICES & HOSPITALITY**
By: Oventions Food Services, L.L.C., its
general partner

By: 
Name: Brian Rothenberg
Title: EVP and General Counsel

APPROVED BY:

CITY OF FARGO,
a North Dakota municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____



(9)

To: Board of City Commissioners
From: Rob Sobolik, FARGODOME General Manager
Subject: Acceptance of ND Department of Commerce Grant
Date: December 21, 2020

FARGODOME has been awarded \$25,000 from the North Dakota Department of Commerce through their Hospitality Emergency Resilience Grant (HERG) program. There is no requirement for the City of Fargo or FARGODOME to match any of the grant funding provided.

Hospitality Economic Resiliency Grants were awarded to applicable North Dakota businesses in good standing on a first-come, first-served basis. The funding was designated for businesses within the hospitality industry, including businesses affected by closures such as entertainment venues.

HERG funds are to be used to reimburse awarded entities for costs in operations, such as payroll, utilities, and other expenses.

Recommended Motion:

Approve FARGODOME's grant award of \$25,000 from the North Dakota Department of Commerce Hospitality Emergency Resilience Grant program.

RS/sjt
Enclosure

cc: Kent Costin

Susan Thompson

Subject: FW: Your HERG Application Status CRM:0708227

From: -Adm-COM ERGResponse [mailto:ERGResponse@nd.gov]

Sent: Tuesday, December 1, 2020 3:17 PM

To: Susan Thompson <sthompson@fargodome.com>

Subject: Your HERG Application Status CRM:0708227

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

Dear Susan Thompson - City of Fargo :

The ND Department of Commerce is excited to inform you that City of Fargo has been awarded \$25,000.00 from the Hospitality Economic Resiliency Grant (HERG), **pending verification of tax identification numbers**. You will receive your requested amount or maximum allowable grant for your businesses size and number of locations.

Your check will be sent to the mailing address provided on your application within 72 hours of award confirmation.

The Hospitality Economic Resiliency Grants are being awarded to ND businesses in good standing on a first-come, first-served basis.

As you have now received the HERG and made critical safety improvements, you can now access the ND Smart Restart badge for your website and other materials to highlight your investments by visiting: <https://belegendary.link/ERG-certification>. The investments are important, but it is AS important that your customers know of them – THAT is what will inspire consumer confidence.

Please note: there is **NO APPEALS** process for the HERG grant program. Providing all documentation requested and appropriate justification for each expense item will ensure your best chance for success with the grant program.

For questions pertaining specifically to the HERG, please contact our ERG helpline at ERGResponse@nd.gov or visit the webpage at <https://belegendary.link/HERG>.

North Dakota appreciates your contribution to our economy and the growth of our industries.

Sincerely,

North Dakota Department of Commerce

1600 E. Century Ave., Suite 2, PO Box 2057 • Bismarck, ND 58502

**FINANCE OFFICE**

PO Box 2083

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

www.FargoND.gov

(10)

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE *KAC*

RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL

DATE: December 22, 2020

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

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

Suggested Motion:

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling \$1,070,511.23.

December 22, 2020

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

Dear Garland,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #111 pursuant to the terms and conditions of House Bill 1020 for costs incurred from November 1, 2020 to November 30, 2020 on the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is \$1,070,511.23.

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
\$ 244,000,000.00	\$ 229,172,888.69	\$ -	100%	\$ -	
		143,397.55	50%	71,698.78	
		<u>\$ 143,397.55</u>		<u>\$ 71,698.78</u>	\$ 14,755,412.54
\$ 66,500,000.00	\$ 45,150,082.81	\$ 1,997,624.91	50%	\$ 998,812.46	\$ 20,351,104.74
\$ 310,500,000.00	\$ 274,322,971.50	\$ 2,141,022.46		\$ 1,070,511.23	\$ 35,106,517.27

Project Narrative, this request:

Project Number	Project Description
V02823	Pay Application #8 for WP42G – General Landscaping & Plantings along In-Town Flood Walls
V06001	Pay Application #1 for WP50 – Property Structure Mitigation – Phase B

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

Expense Type	Amount
Construction Management	724,359.29
Engineering Services	724,037.48
Legal Services	499,967.14
Consulting Services	41,250.00
Quality Testing	8,011.00
Total Eligible Expense	1,997,624.91

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

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

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

Sincerely,



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

Required Local Approvals:

City of Fargo

Cass County Commission

Cass County Joint Water Resource Dist.

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

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-0000-206-10-00	11/25/2020	307770	INDUSTRIAL BUILDERS INC	(15,623.20)	PROPERTY STRUCTURE MITIGA	V06001	WP508-STRUCTURE REMOVALS
			Total Retainage	(15,623.20)			
790-7930-429.73-20	11/25/2020	307770	INDUSTRIAL BUILDERS INC	156,232.00	PROPERTY STRUCTURE MITIGA	V06001	WP508-STRUCTURE REMOVALS
			Total LERRDS - North Dakota - Site Improvements	156,232.00			
790-7950-429.73-66	11/12/2020	307505	HOFFMAN & MCNAMARA NURSERY&LANDSCAP	2,788.75	LANDSCAPING & PLANTINGS	V02823	LANDSCAPING & PLANTINGS
			Total ND Construction - Landscaping	2,788.75			
790-7915-429.33-05	11/12/2020	307506	HOUSTON-MOORE GROUP LLC	104.00	LEEVE DESIGN & SUPPORT	V01613	LEEVE DESIGN & SUPPORT
790-7915-429.33-05	11/12/2020	307506	HOUSTON-MOORE GROUP LLC	1,598.00	DRAFT OPERATIONS PLAN	V01615	DRAFT OPERATIONS PLAN
790-7915-429.33-05	11/12/2020	307506	HOUSTON-MOORE GROUP LLC	6,696.00	PERMIT SUBMITTAL & PREP	V01616	PERMIT SUBMITTAL PREP
790-7915-429.33-05	11/19/2020	307623	HOUSTON-MOORE GROUP LLC	211,615.95	GRADE RAISE DESIGN	V01620	SEAL-129 GRADE RAISE DSGN
790-7915-429.33-05	11/19/2020	307623	HOUSTON-MOORE GROUP LLC	27,607.75	TASK ORDER #22	V01622	MITIGATION SUPPORT SRVCS
790-7915-429.33-05	11/19/2020	307623	HOUSTON-MOORE GROUP LLC	46,238.80	#26 WORK IN KIND	V01626	WORK-IN-KIND (WIK)
790-7915-429.33-05	11/19/2020	307623	HOUSTON-MOORE GROUP LLC	6,197.25	PERMIT COMPLIANCE MONITOR	V01631	PERMIT COMPLIANCE MONITOR
790-7920-429.33-05	11/12/2020	307506	HOUSTON-MOORE GROUP LLC	58,010.08	PROJECT MANAGEMENT	V01601	HMG - PROJECT MANAGEMENT
790-7930-429.33-05	11/12/2020	307575	ADVANCED ENGINEERING INC	291,725.88	DIVERSION PROJECT	V00302	PROGRAM MGMT SERVICES
790-7930-429.33-05	11/19/2020	307623	HOUSTON-MOORE GROUP LLC	22,329.71	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
790-7950-429.33-05	11/19/2020	307623	HOUSTON-MOORE GROUP LLC	2,497.69	COMPLIANCE OBSERVATION	V01629	WORK COMPLIANCE OBSERV.
790-7952-429.33-05	11/19/2020	307623	HOUSTON-MOORE GROUP LLC	33,981.18	SERVICES DURING CONST	V01623	CONSTRUCTN/BID SVCS WP43
790-7955-429.33-05	11/12/2020	307506	HOUSTON-MOORE GROUP LLC	10,505.69	WK PKG 42 SERVICES	V02806	CONSTRUCTION SVCS WP42
790-7990-429.33-05	11/19/2020	307623	HOUSTON-MOORE GROUP LLC	4,929.50	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT
			Total Engineering Services	724,037.48			
790-7940-429.33-06	11/12/2020	307460	BRAUN INTERTEC CORP	1,686.75	MATERIALS TESTING	V00402	TESTING - WP-43 & WP-28A
790-7940-429.33-06	11/12/2020	307460	BRAUN INTERTEC CORP	6,324.25	MATERIALS TESTING	V00402	TESTING - WP-43 & WP-28A
			Total Quality Testing	8,011.00			
790-7910-429.33-25	11/19/2020	307603	ERIK R JOHNSON & ASSOCIATES	238.00	LEGAL MATTERS-9/26-10/25	V00102	General & Admin. WIK
790-7910-429.33-25	12/5/2020	826 P CARD BMO		73,656.42	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7930-429.33-25	12/5/2020	826 P CARD BMO		8,157.50	OHNSTAD TWICHELL PC	V00103	General & Admin. LERRDS
790-7930-429.33-25	12/5/2020	826 P CARD BMO		281,394.37	DORSEY AND WHITNEY LLP	V00101	Dorsey Whitney Legal
790-7990-429.33-25	11/19/2020	307584	ASHURST LLP	97,327.35	LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	12/5/2020	826 P CARD BMO		39,193.50	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
			Total Legal Services	499,967.14			
790-7990-429.33-47	11/19/2020	307662	PROGRAM ADVISOR SERVICES, LLC	41,250.00	CONSULTING SERVICES	V05801	CONSULTING SERVICES
			Total Consulting Services	41,250.00			
790-7920-429.33-79	11/19/2020	307595	CH2M HILL ENGINEERS INC	399,043.13	PROGRAM MGMT	V00211	CH2M HILL-6/2019-12/2021
790-7920-429.33-79	11/19/2020	307595	CH2M HILL ENGINEERS INC	319,409.04	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
790-7930-429.33-79	11/19/2020	307595	CH2M HILL ENGINEERS INC	5,907.12	PROPERTY ACQUISITION MGMT	V00210	CH2M HILL-LAND ACQUISITION
			Total Construction Management	724,359.29			
			Total Expense for Period	2,141,022.46			

**FINANCE OFFICE**

PO Box 2083


225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE 

**RE: NORTH DAKOTA DEPARTMENT OF EMERGENCY SERVICES PUBLIC ASSISTANCE GRANT
AGREEMENT FOR FEMA-4509-DR, CFDA No. 97.036**

DATE: December 15, 2020

A grant agreement from the North Dakota Department of Emergency Services is attached for your review and approval. Execution of this grant agreement will allow us to submit eligible COVID expenditures for reimbursement pursuant to the grant cost share formula.

Suggested Motion:

Approve a public assistance agreement with the North Dakota Department of Emergency Services for FEMA event 4509-DR.

NORTH
Dakota | Emergency Services
Be Legendary.™

December 9, 2020

City of Fargo
Attn: Kent Costin, Director of Finance
225 4th St. N
Fargo, ND 58102

RE: Public Assistance Subgrant Agreement for FEMA-4509-DR

Dear Kent:

Enclosed please find the North Dakota Department of Emergency Services (NDDes) Public Assistance Subgrant Agreement for FEMA-4509-DR. This agreement articulates the roles and responsibilities of NDDes and your entity.

Please review this document carefully and provide the required information on pages 14 and 16. This document should be signed by your entity's Chief Elected Officer or in the case of non-governmental entities, an executive with the authority to enter into contracts. Please keep a copy for your records. Please mail back to the address listed below or email pages 14 and 16 to Nadine Jundt @ najundt@nd.gov. She will have page 15 signed by Justin Messner and emailed back to you for your records. Grant funding will not be provided until this agreement is received and the information verified.

If you should have any questions regarding the Public Assistance Grant Program, please contact Randy Reimer at (701) 328-8262.

Sincerely,



Justin Messner
Disaster Recovery Chief
ND Department of Emergency Services

Enclosures: Public Assistance Subgrant Agreement and Cover Letter for FEMA-4509-DR

NDDes
Attn: Nadine Jundt
PO Box 5511
Bismarck, ND 58506-5511



Doug
Burgum
GOVERNOR

Major General
Alan S. Dohrmann
DIRECTOR - DEPARTMENT
OF EMERGENCY SERVICES

Cody
Schulz
DIRECTOR - DIVISION
OF HOMELAND SECURITY

Daniel
Donlin
DIRECTOR - DIVISION
OF STATE RADIO

Ensuring a safe and secure homeland for all North Dakotans

PO Box 5511 | Bismarck, ND 58506-5511 | 701.328.8100 | Fax: 701.328.8181 | Email: nddes@nd.gov | nd.gov/des



STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES

Doug Burgum
Governor

Major General Alan Dohrmann
Director – Department of Emergency Services

Cody Schulz
Director - Division of Homeland Security

Justin Messner
Disaster Recovery Chief

CFDA Title and Number: Disaster Grants – Public Assistance, 97.036
Disaster Declaration Number: FEMA-4509-DR
Subgrantee: City of Fargo

**Public Assistance Grant Program Subgrant Agreement
for
FEMA-4509-DR**

This Agreement is between the State of North Dakota, Department of Emergency Services (Grantee) and, the undersigned state agency, political subdivision of the state, private nonprofit organization, or federally recognized Tribal Nation or authorized tribal organization (Subgrantee). This Agreement is based on the existence of the following facts and conditions:

- A. WHEREAS, President Donald Trump issued a major disaster declaration (FEMA-4509-DR) for the State of North Dakota. The declaration authorized Public Assistance, as well as federal monies under the Hazard Mitigation Grant Program for counties designated eligible in the Federal Emergency Management Agency (FEMA)-State Agreement; and
- B. WHEREAS, the Grantee represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein and agrees to comply with all the requirements of this Agreement; and

- C. WHEREAS, pursuant to the North Dakota Disaster Act of 1985 as amended, the Grantee has authority to administer federal financial assistance from the FEMA consequent to a presidential declaration of disaster.
- D. WHEREAS, Subgrantee has the legal authority to accept public assistance funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state public assistance funds.

NOW, THEREFORE, the Grantee and Subgrantee, based upon the existence of the foregoing conditions, do further agree to the following:

ARTICLE I. Definitions. As used in this Agreement, the following terms shall have the following meanings unless another meaning is specified elsewhere:

- A. "Eligible activities" are those activities authorized in the FEMA-State Agreement, and in the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C §§ 5121-5207 (Stafford Act); in accordance with 44 CFR § 206.44; and applicable policies of the FEMA.
- B. "FEMA-State Agreement" is the agreement between the FEMA and the State of North Dakota, for a presidential major disaster declaration designated FEMA-4509-DR.

ARTICLE II. Applicable Law. The parties agree to all the conditions, obligations, and duties imposed by the FEMA-State Agreement and all applicable state and federal legal requirements including, without any limitation on the generality of the foregoing, the requirements of Title 2 of the Code of Federal Regulations (CFR) Part 200, 44 CFR Part(s) 13 and 206, and the policies of the FEMA. The Subgrantee further agrees to comply with the Statement of Assurances attached hereto as Attachment A.

ARTICLE III. Funding and Insurance. Grantee shall provide funds to the Subgrantee for eligible activities for the projects approved by the Grantee and the FEMA, as specified in the approved Project Worksheets. The federal allowable costs shall be determined as per 2 CFR Part 200, which shall be seventy-five percent of all eligible costs unless a higher percentage is approved.

- A. The approved Project Worksheets shall be transmitted to Subgrantee, and shall state the cumulative funding allowed, the scope of the eligible project, and the costs eligible under this Agreement. Project Worksheets may obligate or deobligate funding, thereby amending the total funding for the project. The approved Project Worksheets shall document the total eligible costs and the total federal share of those costs, which shall be seventy-five percent of all eligible costs, unless a higher percentage is approved. Contingent upon an appropriation by the State Legislature, the Grantee may provide some portion of any nonfederal share for some subgrantees. As a condition of receipt of the federal funding, the Subgrantee agrees to provide any nonfederal share not paid by the Grantee.
- B. If the Subgrantee is required to repay the Grantee funds already disbursed by the Grantee, the Subgrantee will have 60 days to reimburse the full amount. If Subgrantee has not reimbursed the grantee the full amount within the 60 days, the Grantee will have all the rights and remedies available to them by law; including, but not limited to, the withhold of future fund disbursement to off-set amount due to Grantee.
- C. As a further condition to funding under this Agreement, the Subgrantee agrees to procure insurance sufficient for the type or types of hazards for which the disaster was declared to cover any and all projects to be funded under this Agreement where insurance is available and reasonable. Subgrantee shall provide Grantee with a certificate of such insurance as a condition to funding under this Agreement.

ARTICLE IV. Duplication of Benefits Prohibition. Subgrantee may not receive funding under this Agreement to pay for damage covered by insurance, nor may Subgrantee receive any other duplicate benefits under this Agreement.

- A. Without delay, Subgrantee shall advise Grantee of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. All such duplicate benefits are "ineligible costs" which the Subgrantee shall reimburse to the Grantee without delay. The Subgrantee shall also reimburse the Grantee if the Subgrantee receives any duplicate benefits from any other source for any damage identified on the applicable Project Worksheets for which Subgrantee has received payment from Grantee.
- B. In the event that Grantee should determine that Subgrantee has received duplicate benefits, by its execution of this Agreement the Subgrantee gives Grantee the authority to set off the sum of any such duplicate benefits by withholding it from any other funds otherwise due and owing to Subgrantee, or to use such remedies available at law or equity to the repayment of said sums to Grantee.

ARTICLE V. Compliance with Environmental, Planning and Permitting Laws. Subgrantee shall be responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Grantee, and in accordance with applicable legal requirements. The contract documents for any project undertaken by Subgrantee, and any land use permitted by or engaged in by Subgrantee, shall be consistent with the local ordinances and State law. Subgrantee shall ensure that any development or development order complies with all applicable planning, permitting and building requirements. Subgrantee shall engage such competent, properly licensed engineering, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

ARTICLE VI. Subgrantee Risk Assessment. As required by 2 CFR § 200.331 NDDDES will complete a Financial Assistance Recipient Risk Assessment rating form for every subgrantee receiving an award, to evaluate their potential risk of non-compliance. Subgrantees will be evaluated on factors such as their prior experience with the same or similar subawards, results of previous audits including whether or not they received a Single Audit and the extent to which the same or similar subaward has been audited as a major program; if they have new personnel or new or substantially changed systems, and the extent and results of Federal awarding agency monitoring.

A Risk Assessment will be completed immediately prior to executing this Subgrant Agreement. All new and existing active subgrantees will be rated upon new disaster and program funding opportunities. The Business Manager will work with the PA Officer, or assigned staff, to jointly complete the risk assessment and score subgrantees, as applicable. Results of the Risk Assessment may result in the imposition of specific conditions as allowed in 2 CFR § 200.207 and will be identified within Attachment B of this Subgrant Agreement.

Every January NDDDES will re-evaluate subgrantees that are designated medium or high risk. Based on compliance with special conditions and an updated Financial Assistance Recipient Risk Assessment, subgrantees may be upgraded or removed from medium or high-risk status. If a subgrantee is non-compliant with the additional requirements of a subaward due to being considered medium or high risk, the subaward and all federal and state monies can be deobligated at the request of NDDDES. Upon deobligation due to non-compliance, a subgrantee will be considered high risk in perpetuity.

ARTICLE VII. Required Documentation, Reviews, and Inspections. Subgrantee shall create and maintain documentation of work performed and costs incurred sufficient to permit a formal audit comporting with ordinary, customary and prudent public accounting requirements. Upon the failure of Subgrantee to create and maintain such documentation, Grantee may terminate further funding under this Agreement, and Subgrantee shall reimburse to Grantee (within 60 days) all payments disbursed earlier to Subgrantee, together with any and all accrued interest.

- A. For all Small Projects and in accordance with the NDES Public Assistance Small Project Monitoring Policy, Grantee will inspect Small Projects by random selection. After inspection Subgrantee shall submit a signed "Public Assistance Small Project Funding Certification".
- B. For all Large Projects, Grantee will conduct final inspections to ensure that all work has been performed within the scope of work specified on the Project Worksheets. Costs not within the approved scope of work shall not be reimbursed.
- C. Subgrantee shall submit the following documentation for Large Projects (the Large Project threshold for this declaration is \$131,100.00).
 1. a request for reimbursement;
 2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, and proof of payment;
 3. a request for project closeout;

ARTICLE VIII. Cost Sharing. The federal share of the eligible costs specified in the Project Worksheets under this Agreement shall be seventy-five (75) percent of such costs, unless a higher percentage is approved, and the nonfederal share shall be the remaining amount. Payment of all or a specified portion of the nonfederal share of such costs is contingent upon a potential future State appropriation defining the apportionment of the nonfederal share. Subgrantee commits to meet any local matching funds required for successful project completion. Subgrantee also certifies that any matching funds borne by the Subgrantee will come from a nonfederal source as required by 2 CFR 200.306

ARTICLE IX. Payment of Costs. Grantee shall disburse the eligible costs to Subgrantee in accordance with the following procedures:

- A. Grantee shall disburse the federal and nonfederal shares of the eligible costs for Small Projects to Subgrantee as soon as practicable after execution of this Agreement and formal notification by FEMA of its approval of the pertinent Project Worksheet.
- B. Grantee shall reimburse Subgrantee for ninety percent of the federal share of the eligible costs for Large Projects as soon as practicable after Subgrantee has delivered the following documents to Grantee:
 1. a Request for Reimbursement
 2. a summary of documentation, which shall be supported by original documents such as contract documents, invoices, purchase orders, change orders, and proof of payment;
 3. Certification that the reported costs were incurred in the performance of eligible work.
- C. Grantee may advance funds under this Agreement to Subgrantee not exceeding the federal share if Subgrantee meets the following conditions:
 1. Subgrantee shall certify to Grantee that Subgrantee has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

2. Subgrantee shall submit to Grantee the budget supporting the request;
 3. Subgrantee shall submit a statement justifying the advance and the proposed use of the funds and specifying the amount of funds requested; and
 4. Subgrantee shall pay over to Grantee any interest earned on advances for remittance to the FEMA as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.
- D. Grantee may, in its discretion, pay some or its entire portion of the nonfederal share when the NDDDES Director, Division of Homeland Security, authorizes such payments.
- E. Grantee may, in its discretion, withhold its portion of the nonfederal share of funding under this Agreement from Subgrantee if Grantee has reason to expect a subsequent unfavorable determination by the FEMA that a previous disbursement of funds under this Agreement was improper.

ARTICLE X. Final Payment. Grantee shall disburse the final payment to Subgrantee upon the performance of the following conditions:

- A. Subgrantee shall have requested final reimbursement;
- B. Subgrantee shall have submitted the documentation specified in Articles VII and IX of this Agreement;
- C. Subgrantee shall have completed the project to the satisfaction of the Grantee;
- D. In the case of Large Projects, the Grantee shall have performed the final inspection; or
- E. In the case of Small Projects, the NDDDES Small Project Monitoring Team shall have performed a compliance review; and
- F. When necessary, FEMA Closeout shall be completed.

ARTICLE XI. Records Maintenance. The funding of eligible costs under this Agreement and the performance of all other conditions shall be subject to the following requirements, in addition to such other and further requirements as may be imposed by operation of law:

- A. The "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," as codified in 2 Code of Federal Regulations Part 200.333.
- B. Subgrantee shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement for a period of three years from the date of formal notification from the Grantee that FEMA has officially closed the disaster program. The Subgrantee shall allow the Grantee or its designee, the Comptroller General of the United States, FEMA, and the North Dakota State Auditor's Office, access to records upon request. The three year period may be extended for the following exceptions:
 1. If any litigation, claim or audit is started before the three year period expires, and extend beyond the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.
 2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time it is acquired shall be retained for five years after final disposition.
 3. Records relating to real property acquired shall be retained for five years after the closing on the transfer of title.
- C. The Subgrantee shall maintain all records for the Subgrantee and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations.
- D. The Subgrantee, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at

reasonable times to the Grantee, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Grantee.

ARTICLE XII. Reimbursement of Funds. If upon final inspection, final audit, or other review by Grantee, the FEMA or other authority determines that the disbursements to Subgrantee under this Agreement exceed the eligible costs, Subgrantee shall reimburse to Grantee the sum by which the total disbursements exceed the eligible costs within sixty (60) days from the date Subgrantee is notified of such determination. If Subgrantee has not reimbursed the grantee the full amount within the 60 days, the Grantee will have all the rights and remedies available to them by law; including, but not limited to, the withhold of future fund disbursement to off-set amount due to Grantee.

ARTICLE XIII. Repayment by Subgrantee. All refunds or repayments due to the Grantee under this Agreement are to be made payable to the order of "**North Dakota Department of Emergency Services**" and mailed directly to the following address: **PO Box 5511, Bismarck, ND, 58506.**

ARTICLE XIV. Audit.

- A. The Subgrantee agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.
- B. These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Grantee. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.
- C. The Subgrantee shall also provide the Grantee or its designee with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.
- D. If the Subgrantee expends \$750,000 or more in federal funds during their fiscal year, then the Subgrantee shall have a single or program specific audit conducted which meets the requirements of the 2 CFR Part 200, Subpart F for the purposes of auditing and monitoring the funds awarded under this Agreement. In connection with the aforementioned audit requirement, the Subgrantee shall fulfill for auditee responsibilities as provided in Subpart F of 2 CFR Part 200.
- E. If the Subgrantee spends less than \$750,000 in federal awards in its fiscal year, an audit conducted in accordance with the provision of 2 CFR Part 200 Subpart F is not required. In the event the Subgrantee expends less than \$750,000 in federal awards in its fiscal year and chooses to have an audit conducted in accordance with 2 CFR Part 200 Subpart F, the cost of the audit must be paid from nonfederal funds.
- F. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Subgrantee shall be held liable for reimbursement to the Grantee of all funds not spent in accordance with these applicable regulations and Agreement provisions within sixty (60) days after the Grantee has notified the Subgrantee of such non-compliance.
- G. If required, the audit is due nine (9) months after the end of the fiscal year of Subgrantee.
- H. If audit is conducted as required, the Subgrantee shall submit the single audit reporting package to the Federal Audit Clearinghouse at <https://harvester.census.gov/facweb/>. If the audit documents any finding or questioned costs, Subgrantee shall submit a copy of the reporting package to the State at the following address:

ND Department of Emergency Services
PO Box 5511
Bismarck ND 58506

ARTICLE XV. Noncompliance. If the Subgrantee violates this Agreement or any legislation, regulation, statute, rule or other legal requirement applicable to the performance of this Agreement, the Grantee may withhold any disbursement otherwise due Subgrantee for the project with respect to which the violation has occurred until the violation is cured or has otherwise come to final resolution. If the violation is not cured, Grantee may terminate this Agreement and invoke its remedies under the Agreement as per the Articles of this Agreement.

ARTICLE XVI. Nondiscrimination by Contractors. Pursuant to 44 CFR Parts 7 and 16, and 44 CFR Part 206.36, the Subgrantee shall undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. Subgrantee shall also be subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 CFR Part 17.

ARTICLE XVII. Modification. A modification extending the time for completion of the project and any other modification shall be in writing and shall take effect only upon execution by both parties. Modifications to any Project Worksheet to be funded under this Agreement may be requested by Subgrantee through Grantee, but the approval of any such modifications shall reside in the sole discretion of the Federal Emergency Management Agency. Any approved modification to a Project Worksheet shall be noted in an additional Project Worksheet version for the project and in any amendment to this Agreement. If otherwise allowed under this Agreement, any extension shall be in writing and shall be subject to the same terms and conditions as those set out in the initial Agreement.

ARTICLE XVIII. Time for Performance. Subject to any modification extending the time for the performance of this Agreement approved by Grantee or the FEMA, the time for the performance of emergency work shall be six (6) months from the date of the Presidential Declaration. The time for the performance of permanent work shall be eighteen (18) months from the date of the Presidential Declaration. The time for the performance of this Agreement may be extended for cause by Grantee. Extensions shall not be approved for delays caused by lack of cost-share funding. If any extension request is denied, Subgrantee shall be reimbursed for eligible project costs incurred up to the latest approved date for timely completion. Failure to complete any project will be adequate cause for the termination of funding for that project.

ARTICLE XIX. Contracts with Others. If the Subgrantee contracts with any other contractor or vendor for performance of all or any portion of the work required under this Agreement, the Subgrantee shall incorporate into its contract with such contractor or vendor an indemnification clause holding Grantee and Subgrantee harmless from liability to third parties for claims asserted under such contract.

ARTICLE XX. Termination. Either of the parties may terminate this Agreement by notice in writing. Such termination shall take effect thirty (30) days after the date of such notice. Such termination shall not affect the rights, interests, duties or responsibilities of either of the parties or any allowable costs that have accrued as of the date of the notice of termination.

ARTICLE XXI. Liability. Grantee assumes no liability to third parties in connection with this agreement. The Subrecipient shall be solely responsible to any and all contractors,

vendors, and other parties with whom it contracts in performing this Agreement. Unless the Subrecipient is a political subdivision under NDCC 32-12.2-13, or a North Dakota State Agency, the Subrecipient shall defend, indemnify and hold harmless Grantee from claims asserted by third parties in connection with the performance of this Agreement. The ND Department of Emergency Services and the Political Subdivision or State Agency, who are the parties to this agreement, each agree to assume its own liability for any and all claims of any nature including all costs, expenses and attorneys' fees which may in any manner result from or arise out this agreement and the project that is the subject of this agreement. Contractors hired by a Subrecipient, including political subdivisions, shall be required to agree in writing to defend, indemnify and hold the State of North Dakota harmless for any claims arising out the contractor's or any subcontractor's performance under the agreement. For the purposes of this Agreement, the Grantee and Subrecipient agree that neither one is an employee or agent of the other, but that each one stands as an independent entity in relation to one another. Nothing in this Agreement shall be construed as a waiver by the Grantee or Subrecipient of any legal immunity, nor shall anything in this Agreement be construed as consent by either of the parties to be sued by third parties in connection with any matter arising from the performance of this Agreement. Subrecipient represents to the best of its knowledge any hazardous substances at its projected site or sites are present in quantities within statutory and regulatory limitations, and do not require remedial action under any federal, state or local legal requirements concerning such substances, Subrecipient further represents that the presence of any such substance or any condition at the site caused by the presence of any such substance shall be addressed in accordance with all applicable legal requirements.

ARTICLE XXII. Reports. Grantee is required to submit a Large Project Quarterly Report to FEMA for Large Projects for which a FEMA Large Project Closeout has not been completed. The progress report will include: the status of the project, such as "in design" or "percentage of construction completed"; time extensions granted, if any; a projected completion date; the amount of expenditures and amount of payment for each project; and any problems or circumstances that could delay the project or result in noncompliance with the conditions of the FEMA approval. When the FEMA Large Project Closeout for each large project is complete, the project may be dropped from the report. Periodically, Grantee may request information or reports from the Subgrantee for inclusion in the Large Project Quarterly Report. Subgrantee is required to provide information or reports as soon as practicable after requested. Interim inspections may be scheduled by Subgrantee before the final inspection and may be required by Grantee. Grantee may require additional reports as needed, and Subgrantee shall provide any additional reports requested by Grantee as soon as practicable.

ARTICLE XXIII. Monitoring. The Subgrantee shall monitor its performance under this Agreement, as well as that of its subcontractors, Subgrantees and consultants who are paid from funds provided under this Agreement, to ensure that performance under this Agreement are achieved and satisfactorily performed and in compliance with applicable state and federal laws and rules.

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 Subpart F, monitoring procedures may include, but not be limited to, on-site visits by Grantee staff, limited scope audits as defined by 2 CFR Part 200 Subpart F, and/or other procedures. By entering into this Agreement, the Subgrantee agrees to comply and cooperate with all monitoring procedures/processes deemed

appropriate by the Grantee. In the event that the Grantee determines that a limited scope audit of the Subgrantee is appropriate, the Subgrantee agrees to comply with any additional instructions provided by the Grantee to the Subgrantee regarding such audit. The Subgrantee further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Comptroller or Auditor General. In addition, the Grantee will monitor the performance and financial management by the Subgrantee throughout the contract term to ensure timely completion of all tasks.

ARTICLE XXIV. Mandated Conditions. Subgrantee agrees to the following conditions:

- A. The performance and obligation of Grantee to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
- B. Bills for fees or other compensation for services or expenses must be submitted in detail sufficient for a proper pre-audit and post-audit.
- C. Grantee may unilaterally terminate this Agreement for refusal by the Subgrantee or its contractors or subcontractors to allow public access to all documents, papers, letters or other material, that are made or received by Subgrantee or its contractors and subcontractors in connection with this Agreement.
- D. Subgrantee agrees that no funds or other resources received from the Grantee disbursed to it under this Agreement will be used directly or indirectly to influence legislation or any other official action by the North Dakota Legislature or any state agency.
- E. Subgrantee certifies that it possesses the legal authority to receive the funds under this Agreement and that its governing body (if applicable) has authorized the execution and acceptance of this Agreement. The Subgrantee also certifies that the undersigned person has the authority to legally execute and bind Subgrantee to the terms of this Agreement.
- F. Subgrantee agrees that responsibility for compliance with this Agreement rests with Subgrantee, and further agrees that noncompliance with this Agreement shall be cause for the rescission, suspension or termination of funding under this Agreement, and may affect eligibility for funding under future Subgrantee Agreements.
- G. The Grantee will not intentionally award publicly funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Subgrantee of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.
- H. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.
- I. The Subgrantee agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

J. With respect to any Subgrantee which is not a local government or state agency, and which receives funds under this Agreement from the federal government, by signing this Agreement, the Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
2. have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for:
 - a) The commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction.
 - b) Violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c) Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

Where the Subgrantee is unable to certify to any of the statements in this certification, such Subgrantee shall attach an explanation to this Agreement. In addition, the Subgrantee shall submit to the Grantee (by email or facsimile) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" for each prospective subcontractor which Subgrantee intends to fund under this Agreement. See Attachment B. Such form must be received by the Grantee prior to the Subgrantee entering into a contract with any prospective subcontractor.

K. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Subgrantee in this Agreement, in any subsequent submission or response to Grantee request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Subgrantee, cause the termination of this Agreement and the release of the Grantee from all its obligations to the Subgrantee.

L. This Agreement shall be construed under the laws of the State of North Dakota, and venue for any actions arising out of this Agreement shall lie in Burleigh County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

M. The Subgrantee certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
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 sub grantees 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.
- O. All unmanufactured and manufactured articles, materials and supplies which are acquired for public use under this Agreement have been produced in the United States as required 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

ARTICLE XXV. Term. This Agreement shall take effect upon its execution by both parties and shall terminate upon approval of closeout by the FEMA, unless terminated earlier as specified elsewhere in this Agreement. Subgrantee shall commence approved project(s) specified by this Agreement without delay.

ARTICLE XXVI. Events of Default, Remedies, and Termination.

- A. Upon the occurrence of any one or more of the following events, all obligations of Grantee to disburse further funds under this Agreement shall terminate at the option of Grantee. Notwithstanding the preceding sentence, Grantee may at its option continue to make payments or portions of payments after the occurrence of any one or more such events without waiving the right to exercise such remedies and without incurring liability for further payment. Grantee may at its option terminate this Agreement and any and all funding under this Agreement upon the occurrence of any one or more of the following:
 1. Any representation by Subgrantee in this Agreement is inaccurate or incomplete in any material respect, or Subgrantee has breached any condition of this Agreement with Grantee and has not cured in timely fashion or is unable or unwilling to meet its obligations under this Agreement.
 2. Subgrantee suffers any material adverse change in its financial condition while this Agreement is in effect, as compared to its financial condition as represented in any reports or other documents submitted to Grantee, if Subgrantee has not cured the condition within thirty (30) days after notice in writing from Grantee.
 3. Any reports required by this Agreement have not been submitted to Grantee or have been submitted with inaccurate, incomplete, or inadequate information.
 4. The monies necessary to fund this Agreement are unavailable due to any failure to appropriate or other action or inaction by the State Legislature, Congress or Office of Management and Budget.
- B. Upon the occurrence of any one or more of the foregoing events, Grantee may at its option give notice in writing to Subgrantee to cure its failure of performance if such failure may be cured. Upon the failure of Subgrantee to cure, Grantee may exercise any one or more of the following remedies:

1. Terminate this Agreement upon not less than fifteen (15) days notice of such termination by certified letter to the Subgrantee, such notice to take effect when delivered to Subgrantee;
 2. Commence a legal action for the judicial enforcement of this Agreement;
 3. Withhold the disbursement of any payment or any portion of a payment otherwise due and payable under this agreement or any other agreement with Subgrantee; and
 4. Take any other remedial actions that may otherwise be available under law.
- C. Grantee may terminate this Agreement for any misrepresentation of material fact, for failure or nonperformance of any Agreement condition or obligation, or for noncompliance with any applicable legal requirement.
- D. Any deobligation of funds or other determination by the FEMA shall be addressed in accordance with the regulations of that Agency.
- E. Upon the rescission, suspension or termination of this Agreement, the Subgrantee shall refund to Grantee all funds disbursed to Subgrantee under this Agreement.
- F. The venue of any action or proceeding by either Grantee or Subgrantee for enforcement of this Agreement or for adjudication rights, interest, or duties of the parties to it shall lie in South Central District Court, Burleigh County, North Dakota.
- G. Notwithstanding anything to the contrary elsewhere in this Agreement, the rescission, suspension or termination of this Agreement by Grantee shall not relieve Subgrantee of liability to Grantee for the restitution of funds advanced to Subgrantee under this Agreement, and Grantee may set off any such funds by withholding future disbursements otherwise due Subgrantee under this Agreement or any other Agreement until such time as the exact amount of restitution due Grantee from Subgrantee is determined. In the event the FEMA should deobligate funds formerly allowed under this Agreement or under any other Agreement funded by the Agency and administered by Grantee, then Subgrantee shall immediately repay such funds to Grantee. If the Subgrantee fails to repay any such funds, then Grantee may recover the same from funding otherwise due Subgrantee.

ARTICLE XXVII. Attachments.

- A. All attachments to this Agreement are incorporated into this Agreement by reference as if set out fully in the text of the Agreement itself.
- B. In the event of any inconsistencies between the language of this Agreement and the Attachments to it if any, the language of the Attachments shall be controlling, but only to the extent of such inconsistencies.

Note: All other grant administrative and electronic forms will be provided by Grantee as necessary or posted on the North Dakota Department of Emergency Services website: <http://www.nd.gov/des/>.

ARTICLE XXVIII. Notice and Contact. All notices under this Agreement shall be in writing and shall be delivered by email, by facsimile, by hand, or by letter to the following respective addresses:

Grantee:

Justin Messner, Disaster Recovery Chief
Department of Emergency Services
PO Box 5511
Bismarck, ND 58506
Email: jmessner@nd.gov

Subgrantee:

City of Fargo
Kent Costin, Director of Finance
225 4th St. N
Fargo, ND 58102
Email: kcstin@fargond.gov

ARTICLE XXIX. Designation of Agent. Subgrantee hereby designates the following agents to execute any Request for Advance or Reimbursement, certification, or other necessary documentation:

Primary Agent

Kent Costin, Finance
Name and Title Director

701-241-8158
Phone Number

Kcostin@fargond.gov
E-mail

Alternate Agent

Samie Bullock, Grants Accountant
Name and Title

701-241-1358
Phone Number

jbullcock@fargond.gov
E-mail

**STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES**

SIGNATURE PAGE

**PUBLIC ASSISTANCE GRANT PROGRAM SUBGRANT AGREEMENT
FOR
(FEMA-4509-DR)**

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE GRANTEE:

DEPARTMENT OF EMERGENCY SERVICES

Justin Messner – Disaster Recovery Chief

Date

STATE OF NORTH DAKOTA
DEPARTMENT OF EMERGENCY SERVICES

SIGNATURE PAGE

PUBLIC ASSISTANCE GRANT PROGRAM SUBGRANT AGREEMENT
FOR
(FEMA-4509-DR)

IN WITNESS HEREOF, the Grantee and Subgrantee have executed this Agreement:

FOR THE SUBGRANTEE:

Dr. Timothy Mahoney, Mayor
Name and Title

Signature

Date

Federal Employer Identification Number (FEIN): _____

DUNS Number: _____

ATTACHMENT A

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Subgrantee agrees to comply with the following:

1. Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.
2. Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.
3. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, (including limited English proficiency per Executive Order 13166) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Subgrantee receives federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Subgrantee, this assurance shall obligate the Subgrantee, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits.
4. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C.: 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualified handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973.
5. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.
6. It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities.
7. It will comply with the provisions of 18 USC 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees.
8. It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973 as amended, 42 USC 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate,

subsidy, disaster assistance loan or grant, or any other form of direct or indirect federal assistance.

9. It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR Part 40 for residential structures. The Subgrantee will be responsible for conducting inspections to ensure compliance with these specifications by the contractor.
10. It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:
 - a) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Section 800.8) by the proposed activity.
 - b) Complying with all requirements established by the state to avoid or mitigate adverse effects upon such properties.
 - c) When any of Subgrantee's projects funded under this Agreement may affect a historic property, as defined in 36 CFR 800. (2)(e), the FEMA may require Subgrantee to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the "Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards), the Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines) (48 Federal Register 44734-37)," or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the Standards, Subgrantee agrees to participate in consultations to develop, and, after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.
 - d) Subgrantee agrees to notify FEMA and the Grantee if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation for footings and foundations; and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise Subgrantee on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery of archeological data from the property. If Subgrantee is unable to avoid the archeological property, develop, in consultation with the SHPO, a treatment plan consistent with the Guidelines and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties." Subgrantee shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do

not object within 15 calendar days of receipt of the treatment plan, FEMA may direct Subgrantee to implement the treatment plan. If either the Council or the SHPO object, Subgrantee shall not proceed with the project until the objection is resolved.

- e) Subgrantee shall notify the Grantee and FEMA as soon as practicable: (i) of any changes in the approved scope of work for a National Register eligible or listed property; (ii) of all changes to a project that may result in a supplemental DSR or modify an HMGP project for a National Register eligible or listed property; (iii) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. Subgrantee acknowledges that FEMA may require Subgrantee to stop construction in the vicinity of the discovery of a previously unidentified property that may be eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. Subgrantee further acknowledges that FEMA may require Subgrantee to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. Subgrantee also acknowledges that FEMA will require, and Subgrantee shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.
 - f) Subgrantee acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the NHPA, Subgrantee intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse affect to occur.
11. It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C.: 1681-1683 and 1685 - 1686) which prohibits discrimination on the basis of sex.
 12. It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
 13. It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
 14. It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C.: 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures.
 15. It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the state Energy Conservation Plan adopted pursuant thereto.
 16. It will comply with the Laboratory Animal Welfare Act of 1966, 7 U.S.C. 2131-2159, pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this agreement.
 17. It will comply with Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 2000c and 42 3601-3619, as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or nation origin.
 18. It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642.
 19. It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626.
 20. It will comply with the Endangered Species Act of 1973, 16 U.S.C. 1531-1544.
 21. It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763.

22. It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270.
23. It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347.
24. It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.
25. It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination.
26. It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources.
27. It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
28. It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system.
29. It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice).
30. It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510.
31. It will assure project consistency with the approved state program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464.
32. It will comply with the Fish and Wildlife Coordination Act of 1958; 16 U.S.C. 661-666.
33. With respect to demolition activities, it will:
 - a) Create and make available documentation sufficient to demonstrate that the Subgrantee and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.
 - b) Return the property to its natural state as though no improvements had ever been contained thereon.
 - c) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in Subgrantee's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the State health authority and the county health authority.
 - d) Provide documentation of the inspection results for each structure to indicate: safety hazards present; health hazards present; and/or hazardous materials present.
 - e) Provide supervision over contractors or employees employed by Subgrantee to remove asbestos and lead from demolished or otherwise applicable structures.
 - f) Leave the demolished site clean, level and free of debris.
 - g) Notify the Grantee promptly of any unusual existing condition which hampers the contractors work.
 - h) Obtain all required permits.
 - i) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.
 - j) Comply with 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 (Public Law 94-163).

- k) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857 (h), Section 508 of the Clean Water Act (33 U.S. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR Part 15 and 61). This clause shall be added to any subcontracts.
- l) Provide documentation of public notices for demolition activities.

ATTACHMENT B

Risk Assessment Conditions

Per Article VI of this contract, NDDDES is required to complete a Financial Assistance Risk Assessment rating form for every subgrantee receiving an award to evaluate their potential risk of non-compliance. Subgrantees will be evaluated on factors such as their prior experience with the same or similar subawards, results of previous audits including whether or not they received a Single Audit and the extent to which the same or similar subaward has been audited as a major program; if they have new personnel or new or substantially changed systems, and the extent and results of Federal awarding agency monitoring. Results of the Risk Assessment may result in the imposition of specific conditions, as allowed in 2 CFR § 200.207, and contained within this attachment..

Based upon the Risk Assessment completed for DR-4509-ND, City of Fargo has received a score of {7} and has been determined to be a Low Risk based upon the above mentioned criteria.

The specific conditions for a subrecipient determined to be Low Risk are the following:

- Subrecipients identified as Low Risk have no further conditions and may continue with their projects as approved by FEMA. This must include the completion of all project specific conditions, to include environmental requirements and/or permitting, placed upon individual projects by FEMA at the time of award or amendment. **Subrecipients that fail to comply with project specific conditions could potentially jeopardize their current and future federal funding.**

Every January, or as needed, NDDDES will re-evaluate all subrecipient Risk Assessments. Based on overall compliance with project requirements and any issues noticed therein, an updated Financial Assistance Recipient Risk Assessment will be completed and subrecipients can be upgraded or removed from low, medium or high risk status. If a subrecipient is non-compliant with the additional requirements of a subaward due to being considered high risk, the subaward and all federal and state monies can be deobligated at the request of NDDDES. Upon deobligation due to non-compliance, a subrecipient will be considered high risk in perpetuity.

ATTACHMENT C
Certification Regarding
Debarment, Suspension, Ineligibility
and
Voluntary Exclusion

Subcontractor Covered Transactions:

1. The prospective subcontractor of the Subgrantee certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the Subgrantee's subcontractor is unable to certify to the above statement, the prospective subcontractor shall attach an explanation to this form.

SUBCONTRACTOR:

Name of Company

Street Address

City, State, Zip

Federal Employer Identification Number (FEIN)

By: _____
Signature Date

Subgrantee's Name


Grantee Agreement Number



(12)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 14, 2020

RE: CONTRACT WITH FAITH JOURNEY LUTHERAN CHURCH

The attached contract is for the use of Faith Journey Lutheran Church. Faith Journey Lutheran Church has expanded their contract with Fargo Cass Public Health to provide their south campus (650 40th Ave S) to include an area for the dispensing of vaccine. The contract will renew each month for a total of \$10,350 per month.

There are no budget adjustments for this contract.

Suggested Motion:

Move to approve the contract with Faith Journey Lutheran Church

DF/lls
Enclosures

So transformed by God's abundant grace, we
rejoice together in Christ-centered life, love and service
"Equip • Connect • Empower"

Room(s) Requested at Downtown Campus (121-2nd Ave. S.):

<input type="checkbox"/> Worship Center	<input type="checkbox"/> Full Fellowship Hall	<input type="checkbox"/>
<input type="checkbox"/> Kitchen	<input type="checkbox"/> 1/2 Fellowship Hall	<input type="checkbox"/> East Half <input type="checkbox"/> West Half
<input type="checkbox"/> Conference Room	<input type="checkbox"/> Fireside Library (Restrooms not ADA-accessible from this room.)	<input type="checkbox"/>
<input type="checkbox"/> Single Classroom	<input type="checkbox"/> Double Classroom	<input type="checkbox"/>
<input type="checkbox"/> Gathering Center (lower level, East wing) This area is not ADA-accessible.		

Room(s) Requested at South Campus (650 40th Ave S):

☐ Gym
☐ Lobby

Conference Room

X Nursery

____ Nursery
____ Youth Room

X Kitchen

X Stage

☒ Family Restroom (private)

Special Needs or Requests: access to hallways and restrooms; key to kitchen available for security purposes

Equipment Needs (Additional fee charged for use of projector and/or sound equipment.):

N/A

Portable Screen

_____ Overhead Projector

_____ LCD Projector

Flip Chart and Markers

Microphone and Lectern

100 cup Coffee Pot (coffee not provided)

X Round Table: #

Chairs: #

X	6' or 8' Table #
---	------------------

Food Serving Table #

4' Reception Table at entrance

Other:

(Note: Both campuses use round tables for seating in the fellowship area with 7-8 chairs per table.)

Certificate of Insurance Requirements: If requested, non-church groups are required to provide certificates of insurance naming Faith Lutheran Church as additional insured. A certificate should be turned into the church office at least a week before the first use. For continuing usage, the form should be renewed annually.

Release and Indemnity Agreement: This Release and Indemnity Agreement is between Fargo Cass Public Health (organization or individual) and Faith+Journey Lutheran Church, for use of the property described above for meetings and other activities.

NOW, THEREFORE, in consideration of Faith+Journey Lutheran Church permitting the organization or individual(s) to use the property described herein, the organization or individual(s) agree(s) as follows:

Organization or individual(s) hereby indemnify, hold harmless, release(s), and discharge(s) Faith+Journey Lutheran Church, and its administrator, directors, agents, officers, members, volunteers, and/or employees, from any and all liability, claims, demands, losses or damages arising out of the use of the property.

ACCEPTANCE OF RESPONSIBILITY:

I/We agree to be responsible for the conduct of those coming to or participating in the activity for which this application is being made, and for any damage beyond normal wear and tear which may occur as a result of this activity. I/We will remove all signs posted by my/our group after the meeting has ended. I/We further agree that the church property will be used in accordance with the Rules and Regulations of the congregation (a copy of Facility Use Policy and Request Procedure has been received) and I/We hereby consent to the Release and Indemnity Agreement.

Name of Organization: Fargo Cass Public Health

Signature: X

X

Print Name: X Desi Fleming

X Timothy J. Mahoney

Title: **X** Director of Public Health

X Mayor, City of Fargo

Date: **X** 12/14/2020

X

Date _____

FAITH+JOURNEY LUTHERAN CHURCH, WEST FARGO ND

X Request Approved

Request Denied

Signature:

Title: Office Manager

Date: 12-10-70




Fargo Inspections

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



Memorandum

DATE: December 23, 2020
TO: Mayor Mahoney and Board of City Commissioners
FROM: Bruce Taralson, Inspections Director 
SUBJECT: Dangerous Building Notice and Order at 1418 1 Avenue N., Fargo, ND

The property owner of 1418 1 Avenue N., Fargo, ND 58102 the property that is subject of the attached Notice, has failed to comply with my order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-0405, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set Monday, January 11, 2021 as the date for the hearing regarding the dangerous building order for the structure at 1418 1 Avenue N., Fargo, ND 58102.**

Fargo Inspections

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



NOTICE OF DANGEROUS BUILDING

12/15/2020

TO: Gary Reinhart
1420 1 Ave N
Fargo ND 58102

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 1418 1 Ave N Fargo ND 58102, and is located on that tract of land in the city of Fargo, more particularly described as follows:

Block 22:1 THRU 6 & 24 THRU 34 INCL. EXC THAT PT OF SD LT 24 LYING ELY OF A LN DRAWN CONCENTRIC WITH & DIST 9 FT WLY, AS MEAS RADIALY FROM BNSF RAILWAY CO (FORMERLY NP RAILWAY CO) SPUR TRACK CENTERLINE AS NOW LOC & CONST UPON, OVER & ACROSS SD BLK 22 & ALL VAC ALLEY LYING ADJ TO LTS 1-6 & 1/2 OF VAC ALLEY LYING ADJ TO LTS 24-28 Reeves.

(hereinafter referred to as "the building")

3. That an inspection was made of the building on 12/9/2020 by Mike Moss, Building Inspector, and on December 14, 2020 by James Haley, Deputy Assessor of the City of Fargo.
4. That the building inspector for the City of Fargo has found the building, consisting of a storage/warehouse building 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 two weeks 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.

A. James Haley, Deputy 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, 2018 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 15th day of December 2020.

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, by no later than December 15, 2020. **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.

12. Application for Appeal. Section 111.1 of the International Property Maintenance Code states that any person directly affected by a decision of the *code official* or a notice or order issued under this code shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within 20 days after the day the decision, notice or order was served. An application for appeal shall be based on the claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or the requirements of this code are adequately satisfied by other means

Dated this 15th day of December 2020.

Conditions Found Statement

On December 9, 2020, inspector, Mike Moss, was present at 1418 1 Ave N Fargo, ND to address an investigation from a fire. The following violations were found:

- Roof is collapsed.
- Windows are broken.
- Building is unsecured.
- Building interior and contents appear to be completely destroyed.

The following action must be taken:

- Provide full engineering on all systems and structure to obtain a permit. The structure must be repaired according to the permit and within a timely manner.
- Or, the structure must be demolished within two weeks of this notice as noted on page two of this document.



Mike Moss
Building Inspector
City of Fargo, ND



Bruce Taralson
Inspections Director
City of Fargo, ND



Date Signed



Inspections Division

225 Fourth Street North
Fargo ND, 58102
phone 701-241-1561
fax 701-476-6779



Memorandum

DATE: December 23, 2020

TO: Mayor Mahoney and Board of City Commissioners

FROM: Bruce Taralson, Inspections Director

A handwritten signature, likely of Bruce Taralson, written in dark ink.

SUBJECT: Vendor for junk vehicle removal contract

Attached are bids received for the provision of junked vehicle removal services for the coming calendar year. The bids received were from the present provider, Ed's Towing Service, Inc., Moorhead, MN, and Northland Towing.

This process is routine and annual. The cost for a vehicle owner to retrieve their vehicle is significantly lower through Ed's Towing Service. Ed's Towing has provided timely service and has assisted the Inspections Department with nuisance abatement efforts in relation to vehicles that require towing. I respectfully request that you approve ***a motion to accept this proposal and award the contract for 2021 Junked Vehicle Removal to Ed's Towing Service, Inc. in Moorhead, MN.***

AGREEMENT

This agreement, made and entered into this 29th day of December 2020, by and between the City of Fargo, a municipal corporation ("City"); and Ed's Towing Service Inc. of Moorhead, Minnesota ("Contractor").

PREMISES:

- A. City has solicited proposals for the removal, impound and disposition of junk cars.
- B. Contractor has submitted a proposal for such removal, impound and disposition.
- C. City has determined that the proposal submitted by contractor is the most advantageous to the City.
- D. The parties entered into a contract on December 29, 2020.
- E. The parties mutually agree that certain amendments to that contract are necessary.
- F. The parties wish to reduce their supplemental agreement to writing.

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

- 1. Contractor agrees to provide prompt wrecker services to the City of Fargo for the removal of junk cars, as may be designated by the City; in the event the contractor is unable, for any reason, to furnish prompt wrecker services, they will be required to hire another firm to remove junk cars, at its expense.
- 2. Contractor will provide a suitably fenced storage area and will retain all vehicles picked up for a minimum period of ninety days.
- 3. During the ninety-day holding period, the owner of such vehicle may take possession thereof by paying to the Contractor an impound fee of \$95 Light Duty/\$125 Medium Duty/\$150 Heavy Duty and a per day storage charge of \$35 Light Duty/\$70 Medium Duty/\$105 Heavy Duty. An administrative fee of \$20 may apply, and, if needed, dollies/skates/go jacks may be used, in which, a \$35 fee will apply. If snow removal is necessary, a \$15 fee per 15 minutes of shoveling shall apply. No vehicle may be removed by the owner which does not have a current automobile registration tag.
- 4. Any vehicles which are not claimed by the owner within the ninety-day period shall be retained by Contractor for salvage purposes.

5. Contractor shall, on the first day of each month, furnish the City with an accounting which shall consist of a list of all vehicles which are picked up and impounded and all vehicles which are claimed by the owner

6. Contractor agrees to dismantle for parts or crush all motor vehicles which are not claimed by the owner and retained by contractor all possible polluting chemicals and other hazards will be removed and disposed of properly. No motor vehicle shall be sold to the public at large.

7. The term of this agreement shall be from January 1, 2021 through December 31, 2021. This agreement may be terminated at any time by either party upon giving thirty days written notice of such termination.

Dated this 29th day of December 2020.

CITY OF FARGO

BY _____
Its Mayor

ED'S TOWING SERVICE, INC.

BY _____
Its President

ED'S TOWING SERVICE, INC. PROPOSAL FOR SERVICES

For City of Fargo

To Whom it may concern,

Please accept our proposal for junk vehicle removal services for the calendar year 2021.

We provide service for all light, medium and heavy-duty vehicles and equipment. Our fleet consists of 12 flatbeds and tow trucks. We have a secured impound lot with cameras. We currently have 19 full and part-time employees. We background check and drug test all employees.

Rates:

See attached rate sheet.

All fees are at owner's expense. Owners may reclaim their vehicles at Ed's Towing, 2848 22nd Ave S, Moorhead, MN from 8am-5pm Mondays thru Fridays and on Saturdays and Sundays 9am-5pm. Owners will need to provide proof of ownership, proof of insurance and a photo ID to reclaim their vehicles. We accept Visa, Mastercard, Discover, American Express, debit and cash.

Please feel free to contact Nick or Dawn if you have any questions or concerns. Nick's cell is 701-219-5885 and Dawn's is 701-238-7191.

Thank you for the invitation, we look forward to hearing from you! Stay healthy and Happy Holidays!

Best wishes,

Nick and Dawn Grossman

Owners

Ed's Towing Service, Inc.

2848 22nd Ave S

Moorhead MN 56560

P.218-233-7740

F.218-291-3340

Email: edstowing@hotmail.com

www.edstowing.com

	Bid amount
Impound Light Duty	- <u>95.00</u>
Impound Medium Duty	- <u>125.00</u>
Impound Heavy Duty	- <u>150.00</u>
Dollie charges	- <u>35.00</u>
Mileage	- <u>3.00/mi after 15 free</u>
Admin fee	- <u>20.00</u>
Daily Storage Light Duty	- <u>35</u>
Daily Storage Medium Duty	- <u>70</u>
Daily Storage Heavy Duty	- <u>105</u>
Extra labor/hr	- <u>60.00/hr</u>
Additional charge _____	- _____
Additional charge _____	- _____

Notes-

Provide bids for all categories.
 If any other charges please explain.

From: Northland Towing <NorthlandTowingInc@outlook.com>
Sent: Friday, December 18, 2020 1:13 PM
To: Gretchen Morlan
Subject: proposal
Attachments: Scan_20201218.pdf

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

Here is our proposal for you. Please let me know if you need anything else.

Thank you
Genise Cox



INSPECTIONS DEPARTMENT

Fargo City Hall
 225 4th Street North
 Fargo, ND 58102-4817
 Phone: 701.241.1561 | Fax: 701.476.6779
 www.FargoND.gov

	Bid amount
Impound Light Duty	- 100 ⁰⁰
Impound Medium Duty	- 150 ⁰⁰
Impound Heavy Duty	- 200 ⁰⁰
Dollie charges	- 30 ⁰⁰
Mileage outside city limits	- 3.75
Admin fee	- 25 ⁰⁰
Daily Storage Light Duty	- 30 ⁰⁰
Daily Storage Medium Duty	- 50 ⁰⁰
Daily Storage Heavy Duty	- 50 ⁰⁰
Extra labor/hr	- 85 ⁰⁰
Additional charge <u>Winching</u>	- 65 / 1/2 hour
Additional charge _____	- _____

Notes-

All fees go to the owner
 of vehicle and or property
 Not charged back to the
 City.

Provide bids for all categories.
 If any other charges please explain.

CHANGE ORDER

(15)

Project: Demo of Old City Hall
 Owner: City of Fargo

Change Order #: Gen#04
 Project Job #: #2018.01
 Contract Date: Sept 5, 2018

Excavating, Inc is authorized to make the following changes to the contract:

Work Included:

Additional concrete work.	\$18,078.00
Colored and stamped concrete and 6' in lieu of 4' at the Sodbuster.	\$15,420.00
Additional landscaping with rubber mulch on the west side of City Hall.	\$34,948.00
Additional landscaping with hard wood mulch on the east side of City Hall.	\$16,524.00
Additional landscaping around A/C units and splash boulder on west side of City Hall.	\$3,784.00
Deduct - eliminate north Civic scope of work.	-\$18,812.00

Reason for Change:
Owner Requested <input checked="" type="checkbox"/> X
Unforeseen Conditions
Contractor Initiated
Other

Original Contract Sum	\$375,944.78
Net change by previous change orders	<u>\$62,767.15</u>
Contract sum prior to this change order was	\$438,711.93
Contract sum will be increased by this change order	<u>\$69,942.00</u>
Net contract sum, including this change order	\$508,653.93
Contract time will be (increased) (decreased) by days	N/A

Architect

Contractor

Owner

By:

By:

By:

Title:

Architect

Title: Estimator/PM

Title:

Facilities Director

Date:

11/23/20

Date: 11/23/20

Date:

12/7/20



EXCAVATING, INC. - FARGO

651 5th Street Ct. NW • West Fargo, ND 58078-2774
Office: 701-277-1884 • Fax: 701-277-8638

Change Order No. 4

Date of Issuance: 8/12/2020	Effective Date: 8/12/2020
Owner: City of Fargo	Owner's Contract No.: PO # 202578
Contractor: Excavating, Inc. - Fargo	Contractor's Project No.: 1806
Engineer: T.L. Stroh Architects, Ltd	Engineer's Project No.:
Project: Demolition of Former City Hall, Fargo, ND	Contract Name:


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

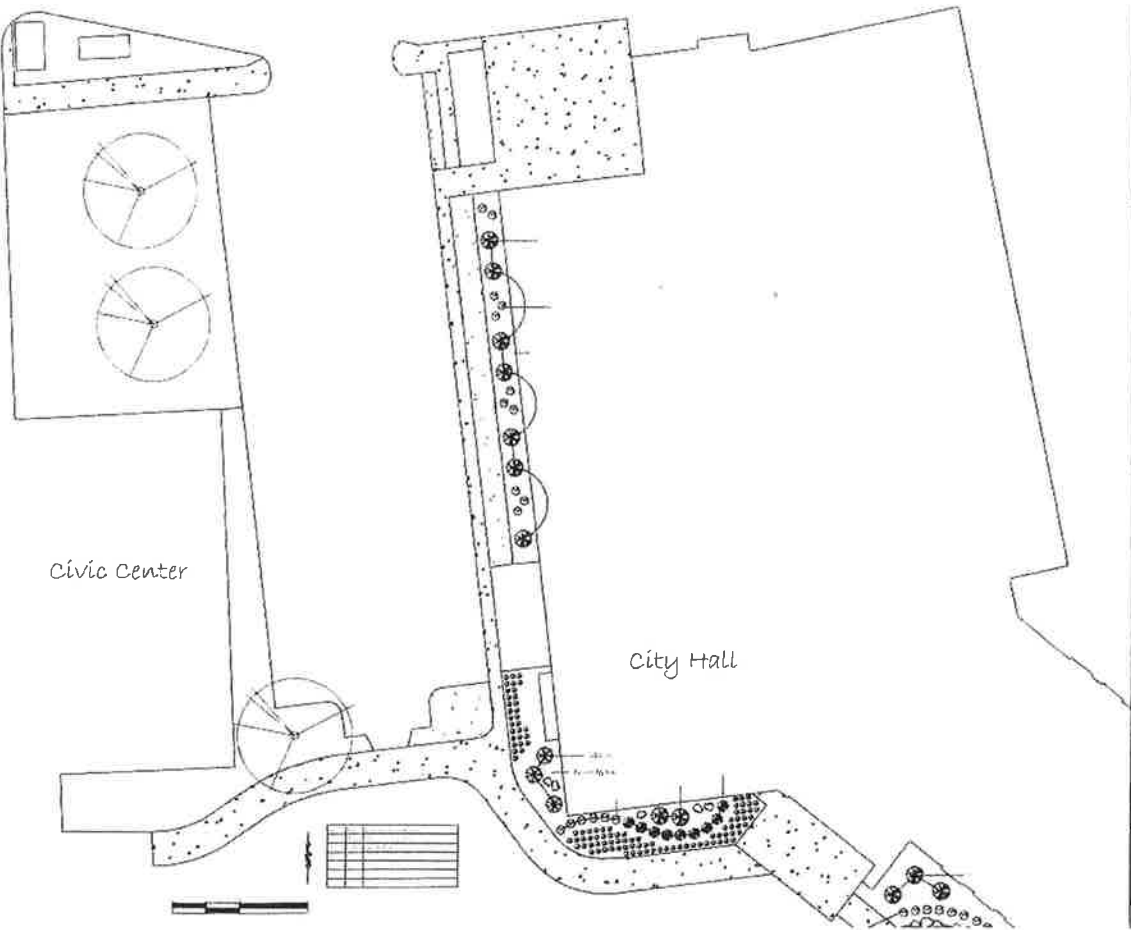
Description: Additional Concrete Work & Landscaping per attached drawings for the West & East Sides of City Hall.

Additional Concrete Work per attached proposal:	\$18,078.00.
Colored & Stamped Concrete per attached drawing & 6' in lieu of 4' at the Sodbuster:	\$15,420.00.
Additional Landscaping with Rubber Mulch on the West Side of City Hall:	\$34,948.00.
Additional Landscaping with Hard Wood Mulch on the East Side of City Hall:	\$16,524.00.
Additional Landscaping around A/C units & Splash Boulder on West Side of City Hall:	\$3,784.00.
Deduct from Original Demolition Contract. Eliminating North Civic Scope of Work:	(\$18,812.00).
Total for Change Order No. 4.	\$69,942.00.

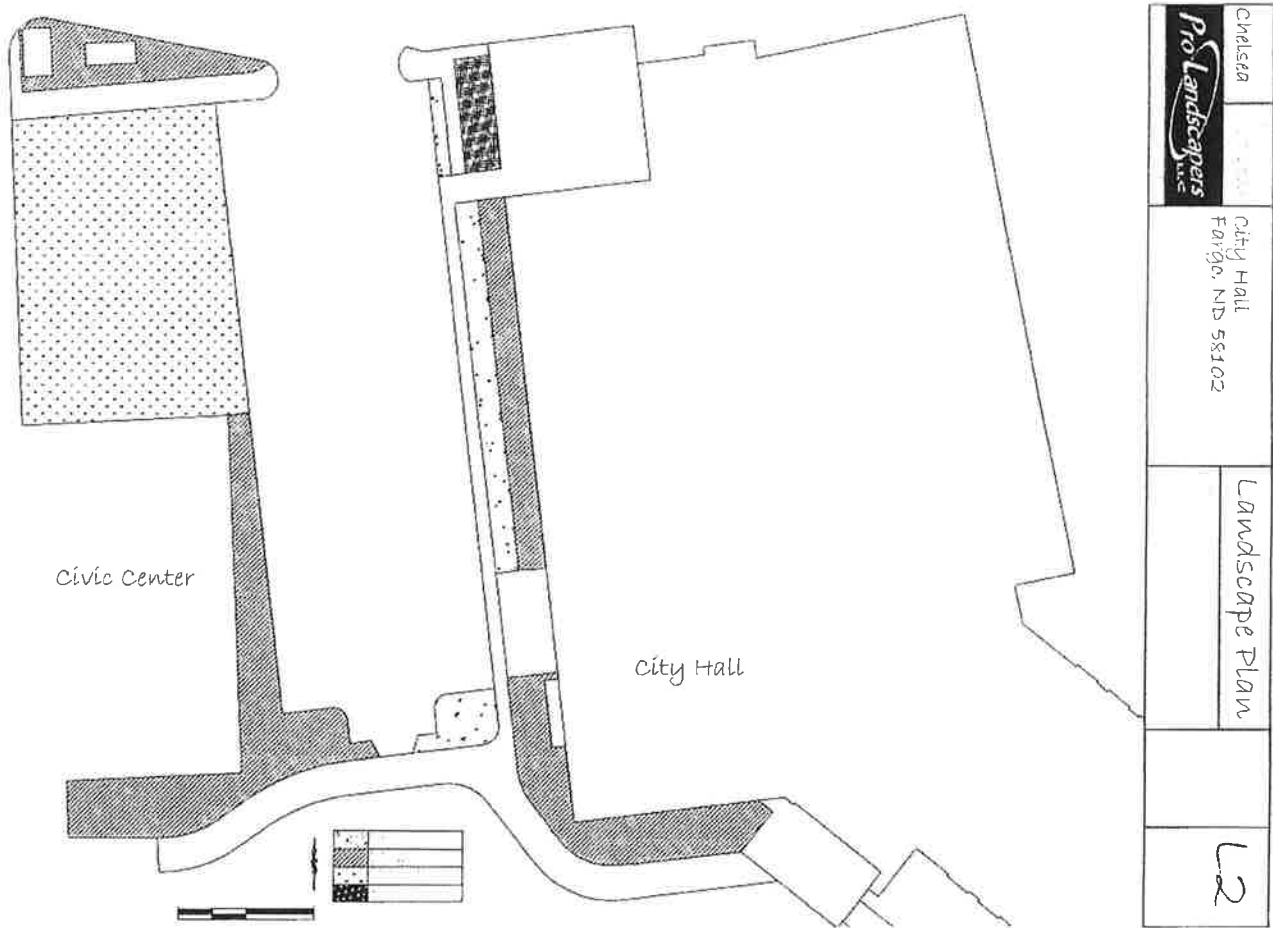
Attachments: [2-West Side Landscaping Drawings and 1-East Side Landscaping Drawing]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>375,944.78</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ <u>62,767.15</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ <u>438,711.93</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: \$ <u>69,942.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>508,653.93</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:		ACCEPTED:	
By: _____	By: _____	By: 	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: _____	Title _____	Title Estimator	
Date: _____	Date _____	Date 08/19/2020	



Chelsea	City Hall	Landscape Plan	L-1
Pro Landscapers	Fargo, ND 58102		

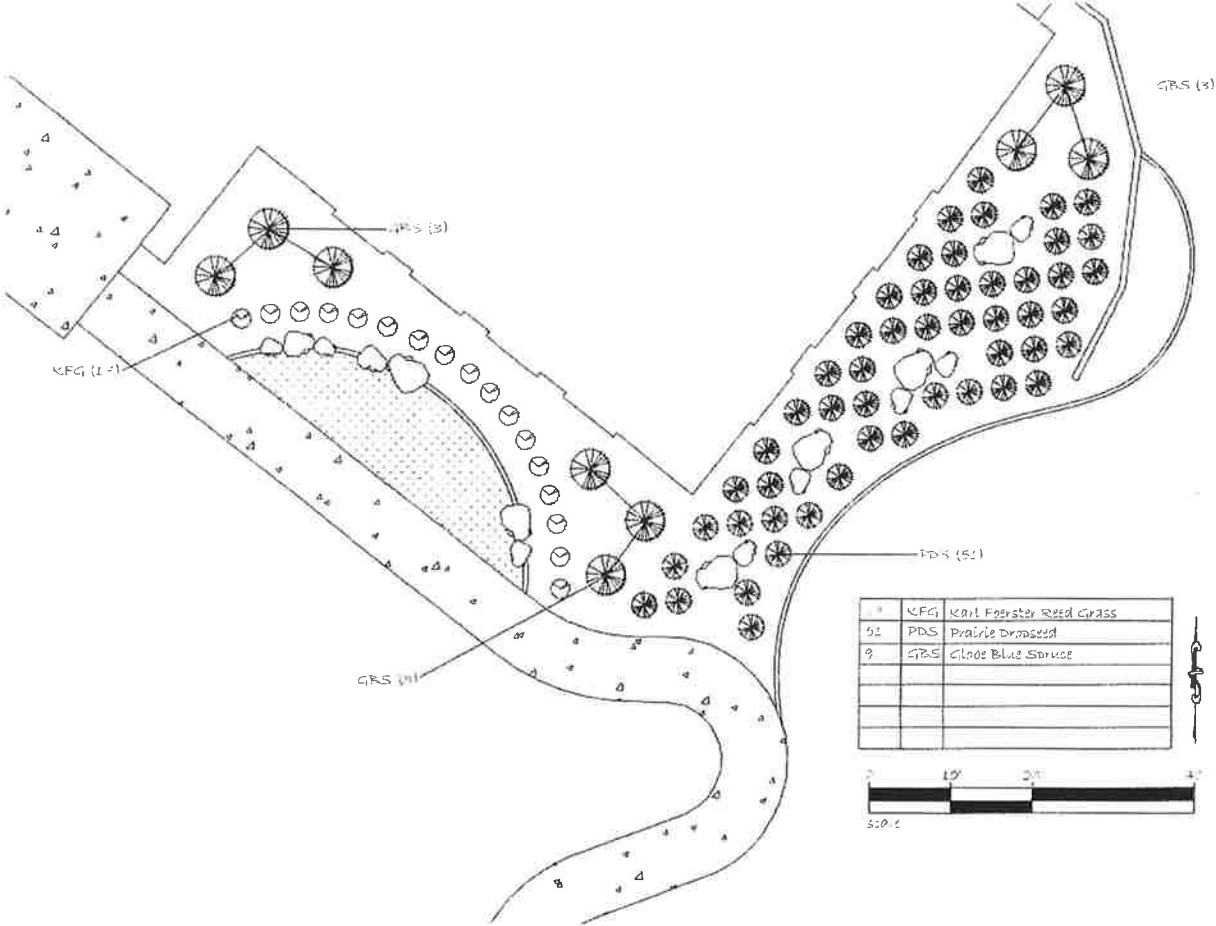


Chelsea
Pro Landscapers

City Hall
Fargo, ND 58102

Landscape Plan

L2



Master Project: City Hall & Civic Center Concrete Work & Landscaping

Subproject #1: Landscaping East Side of City Hall

Excavating, Inc. Proposal – 7/29/2020

Description: Installation of plant material, weed barrier fabric, edging, limestone boulders, and wood mulch around east side of City Hall: \$16,524.00

- Alternate #1 – Substitute rubber mulch in lieu of wood mulch: Additional \$12,848.00
- Alternate #2 – Substitute concrete edging in lieu of steel edging: Additional \$695.00
- Note: The City declines the proposed alternates and will proceed with the base package of \$16,524.00.

Subproject #2: Additional Concrete Work & Landscaping – West Side of City Hall

Excavating, Inc. Proposed Change Order #4

Proposal Documents – 7/24/2020 and 7/29/2020

Description:

Additional Concrete Work per attached proposal:	\$18,078.00.
Colored & Stamped Concrete per attached drawing & 6' in lieu of 4' at the Sodbuster:	\$15,420.00.
Additional Landscaping with Rubber Mulch per attached drawings:	\$34,948.00.
Deduct from Original Demolition Contract. Eliminating North Civic Scope of Work:	(\$18,812.00.)
Total for Change Order No. 4.	\$49,634.00.

Master Project Total:

Subproject #1: Landscaping East Side of City Hall	\$16,524.00
Subproject #2: Additional Concrete Work & Landscaping – West Side of City Hall	\$49,634.00
Total:	\$66,158.00

Proposed Revenue Sources:


- Excavating, Inc. Old City Hall demolition contract deduct: \$7,188
 - Note: These are the remaining “deduct” funds available from the elimination of the “North Civic Scope of Work” in the original demolition contract.
- Buildings & Grounds suspended/removed capital projects: TBD
 - Note: B&G has capital projects funded in the 2020 budget that will not proceed (e.g. new sweeper). These capital funds could be reallocated to the City Hall/Civic Center project. B&G and Finance can confirm funds available to reallocate.
- Fund 402 Pay-Go: Balance of any remaining project costs could be addressed at year-end through internal budget adjustments, per Finance.

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MEMORANDUM

TO: CITY COMMISSION

DATE: DECEMBER 22, 2020

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR 

RE: CONTRACT AMENDMENT WITH REACH PARTNERS FOR PROJECT MANAGEMENT FOR QUARANTINE AND ISOLATION SETUP

In October, the Planning Department entered into an agreement with Reach Partners for project management and technical services to support the Public Health Department set up the emergency quarantine and isolation for unsheltered. The Public Health department is administrating this funding through the Red River Task Force CARES allocation, and is being administered by the Planning Department.

The Finance Committee approved the \$30,000 contract in October for work between October and November. We are asking for an increase for \$30,000 to continue to support this work between November 2020 and February 2021, for a total contract amount of \$60,000. Attached is the original contract, utilizing the emergency purchase policies and the supporting purchasing quote form, and the draft amendment.

The Finance Committee is reviewing this item at their Monday, December 28 meeting, which is at 10:00 AM. Due to the total contract amount and uniqueness of this situation, staff is bringing this item before the City Commission for approval. Staff is requesting approval of the contract amendment, contingent on Finance Committee recommending approval to City Commission.

Recommended Action:

Approve the contract amendment for project management for quarantine and isolation setup in the amount of \$30,000, for a total contract amount of \$60,000, contingent on Finance Committee recommending approval.

Quarantine and Isolation Shelter

Agreement

Project Management for Quarantine and Isolation setup for Gladys Ray at Former Police Department,
222 4th Street North

Provide assistance on behalf of the Red River Task Force for COVID -19 Response for Fargo Public Health and, Planning Department staff for project management and facilitation. Remain adaptive throughout the engagement according to the needs of internal staff and external partners.

Scope of Work

- Serve as project facilitator and organizer, supporting staff as an extension of city operations
- Oversight of construction management and architect
- Support for Public Health Harm Reduction staff
- Take meeting notes, procurement and liaison to other project members
- Connection to community resources
- Assist in guidance and coordination among project team members, with oversight of operation and building setup
- Orient project scope towards mission and removing scope shifting or expansion
- Coordinate with construction contractor prior to and during installation of design
- Communicate project broadly with community partners

Terms

Fee: Hourly rate of \$105 an hour not to exceed \$30,000.00, including reimbursables.

Period of Performance: Approximately seven (7) weeks from September 2020 to November 10, 2020. Should project timeline extend this end date, parties will consider an addendum to this agreement. .

Billing & Payment: Invoices will be rendered by the 14th calendar day of the month for services provided the preceding monthly period. Invoices are payable within 30 days after the date of invoice. If any invoice is not paid in full within thirty (30) days after the date of the invoice, the balance is subject to an 1.75% one and three-fourths percent per month, monthly finance charge (up to 21% annual).

Reimbursement: Reach Partners' invoices will reflect actual hours for the time period worked at the hourly rate of RATE plus, authorized expenses will be invoiced for the time period billed and subject to an 8.5% mark-up.

Additional Scope: Any additional work will be mutually agreed upon prior to work being completed. Additions beyond the scope of work will be billed at \$105 an hour an hour to manage, plus actual expenses.

Fargo Quarantine and Isolation Support for Gladys Ray Shelter

(701) 271-8170 | reachpartnersinc.com

1 of 2



Quarantine and Isolation Shelter

Publication: To the extent not otherwise prohibited, Reach Partners is free to publish or present work conducted under this Agreement without prior approval. Proper acknowledgement will be made for the contributions of each part to the results published.

Release of Contract: Either party may terminate the agreement upon 5-days' written notice for any or no reason. Actual hours worked and out-of-pocket expenses will be invoiced in full. City of Fargo will pay Reach Partners within 30 days of receipt of invoice.

Indemnification: Except for the negligence or willful misconduct of a party, the parties agree to indemnify, defend and hold harmless each other, their parents, affiliates, and subsidiaries, and each of their officers, trustees, directors, employees, and agents from any claims, loss, damage, injuries, cost, expense or liability arising out of or related to performance or nonperformance of it or its employees or agents' obligations under this Agreement.

Insurance: Reach Partners maintains, at its own expense, general liability insurance in at least such amounts as are usual and customary for the services to be provided hereunder and sufficient to satisfy its indemnification obligations. Reach Partner's will, at the request of City of Fargo, provide a certificate of insurance evincing Reach Partner's insurance obligations hereunder.

Signature: By my signature below, I hereby acknowledge that I have read the entire agreement, understand it, and agree to be bound by its terms and conditions. This agreement is governed by North Dakota law.

Anita Jane Hoffarth

10/13/2020

Nicole Crutchfield

10/13/20

Rachel Asleson, PMP or
Anita Hoffarth
Reach Partners
15 21st St S, Ste 208,
Fargo ND 58103

Date

Nicole Crutchfield
Planning Department
City of Fargo
225 4th Street North
Fargo, ND 58102

Date

Fargo Quarantine and Isolation Support for Gladys Ray Shelter

(701) 271-8170 | reachpartnersinc.com

2 of 2





Purchasing Quote Form

This form is required for every purchase between \$10,001 and \$50,000 per item. It applies to purchases made by credit card and/or by purchase order.

Purchase Date: 09/20 Requisition No. or Pcard No. (last 4 digits only): _____

Purchaser Name or Purchasing Card Name: City Project Support Services for Q&I setup - Red River COVID Task Force

What is being purchased?

Professional project management services to support Gladys Ray and the Red River Task Force in setting up

emergency quarantine and isolation shelters for COVID + unsheltered people.

Is this an Emergency Purchase Y (Yes/ No) If yes, no quotes are needed. Please indicate the Total Purchase Price, describe the urgent situation in the comment section and have the Department Head sign the signature line below.

Vendor #1 Name and Quote: _____

Vendor #2 Name and Quote: _____

Vendor #3 Name and Quote: _____

Vendor Selected: _____

Quantity Purchased: Hourly not to exceed Total Purchase Price \$: 30,000

If equipment over \$10,000 per unit was purchased, please complete the Fixed Asset Addition Form.

Comments:

REACH Partners is setting up the Q&I for Red River Task Force supporting the Gladys Ray and Public Health staff.

In September the City was asked to support the Q&I for unsheltered people at the local level. In preparation if the COVID surge. We have a setup date by November 1st, at the latest.

Department Head Signature (for Emergency Purchase) Nicole Crutchfield

Digitally signed by Nicole Crutchfield
DN: cn=Nicole Crutchfield, o=City of Fargo, email=nicole.crutchfield@fargo.gov, c=US
Date: 2020.10.12 13:09:02 -0500

Auditors Office:

Documentation complete _____ (Yes/ No) Verified by _____ Date: _____

Quarantine and Isolation Shelter

Agreement Amendment

Project Management for Quarantine and Isolation setup for Gladys Ray at Former Police Department,
222 4th Street North

Provide assistance on behalf of the Red River Task Force for COVID -19 Response for Fargo Public Health and, Planning Department staff for project management and facilitation. Remain adaptive throughout the engagement according to the needs of internal staff and external partners.

Scope of Work

- Serve as project facilitator and organizer, supporting staff as an extension of city operations
- Oversight of construction management and architect
- Support for Public Health Harm Reduction staff
- Take meeting notes, procurement and liaison to other project members
- Connection to community resources
- Assist in guidance and coordination among project team members, with oversight of operation and building setup
- Orient project scope towards mission and removing scope shifting or expansion
- Coordinate with construction contractor prior to and during installation of design
- Communicate project broadly with community partners
- Incorporate Homeless Health and Quarantine and Isolation project support for setup
- Training and intake coordination with State of North Dakota

Terms

Fee: Hourly rate of \$105 an hour not to exceed \$60,000.00, including reimbursables.

Period of Performance: September 2020 to February 1, 2021. Should project timeline extend this end date, parties will consider an addendum to this agreement. .

Billing & Payment: Invoices will be rendered by the 14th calendar day of the month for services provided the preceding monthly period. Invoices are payable within 30 days after the date of invoice. If any invoice is not paid in full within thirty (30) days after the date of the invoice, the balance is subject to an 1.75% one and three-fourths percent per month, monthly finance charge (up to 21% annual).

Reimbursement: Reach Partners' invoices will reflect actual hours for the time period worked at the hourly rate of RATE plus, authorized expenses will be invoiced for the time period billed and subject to an 8.5% mark-up.

Additional Scope: Any additional work will be mutually agreed upon prior to work being completed. Additions beyond the scope of work will be billed at \$105 an hour an hour to manage, plus actual expenses.

Fargo Quarantine and Isolation Support for Gladys Ray Shelter

Quarantine and Isolation Shelter

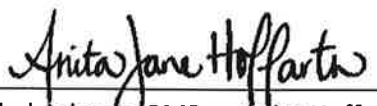
Publication: To the extent not otherwise prohibited, Reach Partners is free to publish or present work conducted under this Agreement without prior approval. Proper acknowledgement will be made for the contributions of each part to the results published.

Release of Contract: Either party may terminate the agreement upon 5-days' written notice for any or no reason. Actual hours worked and out-of-pocket expenses will be invoiced in full. City of Fargo will pay Reach Partners within 30 days of receipt of invoice.

Indemnification: Except for the negligence or willful misconduct of a party, the parties agree to indemnify, defend and hold harmless each other, their parents, affiliates, and subsidiaries, and each of their officers, trustees, directors, employees, and agents from any claims, loss, damage, injuries, cost, expense or liability arising out of or related to performance or nonperformance of it or its employees or agents' obligations under this Agreement.


Insurance: Reach Partners maintains, at its own expense, general liability insurance in at least such amounts as are usual and customary for the services to be provided hereunder and sufficient to satisfy its indemnification obligations. Reach Partner's will, at the request of City of Fargo, provide a certificate of insurance evincing Reach Partner's insurance obligations hereunder.

Signature: By my signature below, I hereby acknowledge that I have read the entire agreement, understand it, and agree to be bound by its terms and conditions. This agreement is governed by North Dakota law.



Rachel Asleson, PMP or Anita Hoffarth
Reach Partners, Inc
15 21st Street South, Suite 208
Fargo, ND 58103

12/22/20
Date



Nicole Crutchfield
Planning Department
City of Fargo
225 4th Street North
Fargo, ND 58102

PER WC
12/23/20
Date

Fargo Quarantine and Isolation Support for Gladys Ray Shelter

(701) 271-8170 | reachpartnersinc.com

2 of 2



(17)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *mw PEL WL*

DATE: DECEMBER 23, 2020

RE: APPROVE CONTRACT AMENDMENT AND CHANGE ORDERS BETWEEN CITY OF FARGO AND MDM CONSTRUCTION, LLC. FOR CONSTRUCTION SERVICES AT THE FORMER POLICE BUILDING (222 4TH ST N) – GLADYS RAY COVID-19 QUARANTINE AND ISOLATION CENTER

As construction wraps up for the temporary conversion of the police building, staff is seeking approval of construction change orders related to code requirements and to accommodate moving Homeless Health to this location. Homeless Health is a division of Family Health Care and aids in supporting the quarantine and isolation population and other homeless people who might use these services. Homeless Health was originally housed at the Family Health Care building at NP Ave and 3rd Street; however, since March they have been displaced in order to accommodate testing and other COVID related activities for their patients. There is room to accommodate Homeless Health at the former Police Building and provides efficiency in supporting the population served at this location.

To accommodate this work, a change order and contract amendment to the existing MDM Construction contract is being requested in the amount of \$225,000. Since this is construction and operations that are occurring up until the end of 2020, and this work is funded through the Red River Task Force COVID allocation with a deadline of December 30th, staff is estimating this contract amendment based on quotes from the contractor. This change order includes architectural services and mechanical improvements to the building. A final contract amendment and invoices are expected on December 30th. Total expenses to fit up the former police building for the quarantine and isolation facility to meet codes is \$625,000 and is allocated with the Red River Task Force COVID funds.

RECOMMENDED MOTION: Approve the contract amendment and change order for an amount not to exceed \$225,000. Authorize the Mayor to execute the contract amendment between the City of Fargo and MDM Construction, LLC upon technical review of the City Attorney.



(18)

December 28, 2020

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

Dear Commissioners:

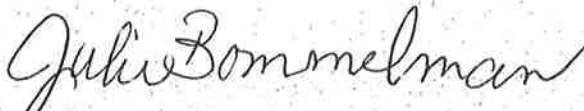
The State of North Dakota Department of Transportation (ND DOT) has granted an extension for contracts 381809878 and 38190960. There are no additional funds or funding impacts, only an extension of time for each.

The amendment, ND DOT Contract No. 381809878B, CFDA No. 20.513 and Contract No. 38190960B, CFDA No. 20.256 are attached.

The requested motion is to approve the attached amendments 38180987B and 38190960B.

Thank you.

Sincerely,



Julie Bommelman
Transit Director
City of Fargo

\Attachment

MEMO TO: William T. Panos
Director

FROM: Becky Hanson
Transit Program Manager
Paul Benning
Local Government Engineer

DocuSigned by:

Becky Hanson

00848C90D69421...

PB

DATE: 12/10/2020

SUBJECT: Section 5339, Bus and Bus Facilities Formula Program
City of Fargo

This is a contract amendment to provide funding for transit capital funds under the regulations of Section 5339, Bus and Bus Facilities Formula Program.

This is a contract amendment to provide additional time for the contractor to complete the contract for transit capital costs. Most of the miscellaneous equipment has been purchased and received, however, the lighting project and other miscellaneous equipment is needed. The project has taken longer than anticipated. No additional funds were added to this amendment.

The original contract has \$166,186 remaining as of December 10, 2020.

38/bh 328-2542

NDDOT Contract No. 38190960B

North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 38190960
Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd Street North, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on September 17, 2019; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on September 17, 2019, shall have a new completion date of June 30, 2021.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)
SIGNATURE

COMPANY NAME
OFFICER'S NAME (TYPE OR PRINT)

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

SIGNATURE
TITLE
DATE

WITNESS:

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

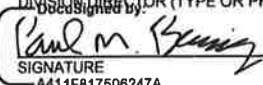
NAME (TYPE OR PRINT)
SIGNATURE

DIRECTOR (TYPE OR PRINT)
SIGNATURE
DATE

DS
SS
DS
SS

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)
DocuSigned by:

SIGNATURE
A411F817506247A...
12/11/2020
DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



PERIOD OF PERFORMANCE / CONTRACT EXTENSION REQUEST

North Dakota Department of Transportation, Local Government
SFN 61785 (2-2020)


Instructions:

Requests for period of performance /contract end date extensions must be submitted at least 90-days prior to the current end date. Requests cannot be combined for multiple contracts. **Incomplete forms will not be processed.**

Submittal Date 12/02/2020	Funding Program 5339
Contract Number 38190960	Remaining Contract Amount \$166,186.00
Current Contract End Date 12/31/2020	Proposed End Date (June 30th or December 31st) June 30/30/2021

Subrecipient (Agency Name) City of Fargo	
Contact Person Julie Bommelman	Telephone Number 701-476-6737
Email Address jbommelman@fargond.gov	
Project Description Misc. equipment which includes an upgrade to the Metro Transit Garage (MTG) lighting project and a variety of miscellaneous equipment.	
<p>1. Reason for Delay (Provide a detailed description.) Most of the miscellaneous equipment has been purchased and received (brake lathe, aerial lift, tool room storage, parts washer, engine dolly, air compressor, sand blaster), however the lighting project and another miscellaneous equipment is needed.</p>	
<p>2. What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.) As stated, several of the projects are complete. The lighting project has been bid out (Nov 18, 2020), bids are due December 9, 2020 with bid award at the City Commission meeting on December 14, 2020. Work would begin shortly following award. The other remaining project is to purchase equipment for the new fleet management software (FASTER Web), which can be ordered within the next 2 weeks. Percentage of budget remaining is 83.8%</p>	
<p>3. Plan for Completion (List the steps to be taken if approval is granted that will ensure completion by the new end date.) Lighting project: Bid was published Nov 18, 2020 Bids are due Dec 9, 2020 Bid award will be at the Dec 14, 2020 Anticipate work to be done by end of February 2021. Misc. Equipment: Get quotes by Dec 9, 2020</p>	
<p>4. Indicate the number of Period of Performance/Contract extensions previously granted for this project:</p> <p><input type="checkbox"/> 0 <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 or more, provide explanation: _____</p>	

Authorized Official or Agency Designee Julie Bommelman	Completion Date 12/02/2020
I certify the project scope of work will be completed on or before the newly requested end date and claim requests will be submitted for reimbursement of eligible expenses in accordance with the <u>allowable time-frame</u> of the newly approved Period of Performance/Contract end date. All provisions of the Contract Agreement remain in effect and the sub-recipient will continue to adhere to the contractual terms and conditions to execute the project in the manner identified in the Contract Agreement. I further certify neither the project scope of work nor the approved budget, are under consideration to be changed in this request. Only the project's end date is requested to change.	
Signature of Authorized Official or Agency Designee	Date 12/02/2020

<i>This Section is for NDDOT/Local Government Division Staff use only</i>	
Recommendation:	
<input checked="" type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Signature 	Date 12/2/2020
Comments:	
<hr/>	
<hr/>	
<hr/>	

Please send completed/signed extension request to bhanson@nd.gov or
NDDOT/Local Government Division
608 E Boulevard Avenue, Bismarck, ND 58505-0700

Certificate Of Completion

Envelope Id: 9B1A8BD9A7AC4FB9A1445775DC415E51
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 Contract Number: 38190960B
 PCN:
 Source Envelope:
 Document Pages: 5
 Certificate Pages: 3
 AutoNav: Enabled
 EnvelopeId Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
 Connie Nelson
 608 E Boulevard Ave
 Bismarck, ND 58505
 conelson@nd.gov
 IP Address: 165.234.252.245

Record Tracking

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 Storage Appliance Status: Connected

Holder: Connie Nelson
 conelson@nd.gov
 Pool: StateLocal
 Pool: Carahsoft OBO North Dakota Department of
 Transportation CLOUD

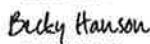
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Location: DocuSign

Signer Events

Becky Hanson
 bhanson@nd.gov
 Carahsoft OBO North Dakota Department of
 Transportation CLOUD
 Security Level: Email, Account Authentication
 (None)

Signature

DocuSigned by:

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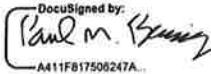
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Paul Benning
 pbenning@nd.gov
 Security Level: Email, Account Authentication
 (None), Authentication

DocuSigned by:

 A411FB17505247A...

Signature Adoption: Pre-selected Style
 Using IP Address: 165.234.252.245

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 Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Steve Salwei
 ssalwei@nd.gov
 Security Level: Email, Account Authentication
 (None), Authentication

DS


Signature Adoption: Pre-selected Style
 Using IP Address: 165.234.252.245

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 Signed: 12/11/2020 7:10:23 PM

Authentication Details

Signer Events	Signature	Timestamp
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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 12/11/2020 7:09:26 PM

Phone: +1 701-527-8980

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shannon Sauer

ssauer@nd.gov

Security Level: Email, Account Authentication
(None), Authentication

Signature Adoption: Pre-selected Style

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Signed: 12/14/2020 3:28:28 PM

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Result: passed

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Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Connie Nelson

conelson@nd.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Clint Morgenstern

cdmorgenstern@nd.gov

Security Level: Email, Account Authentication
(None), Authentication**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Ronald Henke

rhenke@nd.gov

Security Level: Email, Account Authentication
(None), Authentication**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

Signer Events

Laureen M. Martin

lmartin@nd.gov

Security Level: Email, Account Authentication
(None), Authentication**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Signature****Timestamp****In Person Signer Events****Signature****Timestamp****Editor Delivery Events**

Connie Nelson

conelson@nd.gov

Transit Agency

Carahsoft OBO North Dakota Department of
Transportation CLOUDSecurity Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Status****VIEWED**

Using IP Address: 165.234.252.245

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Agent Delivery Events

Julie Bommelman

jbommelman@cityoffargo.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Status****Timestamp**

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Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/11/2020 10:31:43 AM

Payment Events**Status****Timestamps**

MEMO TO: William T. Panos
Director

FROM: Becky Hanson
Transit Program Manager
Paul Benning
Local Government Engineer

DS
BH
DS
PB

DATE: 12/10/2020

SUBJECT: Section 5310, Special Needs for Elderly and Disabled Individuals
City of Fargo

This is a contract amendment to extend funding for transit capital funds under the regulations of Section 5310, Enhanced Mobility of Seniors & Individuals with Disabilities Grant Funds

This contract amendment provides additional time for the contractor to complete the contract for transit capital costs. The contract is for bus shelter rehab/renovation to purchase/install and relocate several shelters. The shelters were purchased and received and are awaiting installation. The project has taken longer than anticipated. No additional funds were added to the contract.

The original contract has \$31,285 remaining as of December 10, 2020.

38/bh 328-2542

NDDOT Contract No. 38180987B

North Dakota Department of Transportation
AMENDMENT TO CONTRACT NO. 38180987
Project No.

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and City of Fargo, hereinafter known as the Contractor, whose address is 650 23rd Street North, Fargo, ND 58102.

WHEREAS, the parties entered into a contract on September 19, 2018; and

WHEREAS, no additional funding is awarded to this contract; and

WHEREAS, additional time is required to complete the contract; and

NOW THEREFORE, the Contractor and NDDOT agree that the contract entered into on September 19, 2018, shall have a new completion date of December 31, 2021.



All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

COMPANY NAME

SIGNATURE

OFFICER'S NAME (TYPE OR PRINT)

To be signed by Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer. (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

SIGNATURE

TITLE

DATE

WITNESS:

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

NAME (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

APPROVED as to substance by:

Paul Benning

DIVISION DIRECTOR (TYPE OR PRINT)

Paul M. Benning

SIGNATURE

A411F817506247A...

12/11/2020

DATE

CLA 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03



PERIOD OF PERFORMANCE / CONTRACT EXTENSION REQUEST

North Dakota Department of Transportation, Local Government
SFN 61785 (2-2020)

Instructions:

Requests for period of performance /contract end date extensions must be submitted at least 90-days prior to the current end date. Requests cannot be combined for multiple contracts. **Incomplete forms will not be processed.**

Submittal Date 12/02/2020	Funding Program 5310
Contract Number 38180987	Remaining Contract Amount \$31,285.00
Current Contract End Date 12/31/2020	Proposed End Date (June 30th or December 31st) 12/31/2021

Subrecipient (Agency Name) City of Fargo	
Contact Person Julie Bommelman	Telephone Number 701-476-6737
Email Address jbommelman@fargond.gov	
Project Description Bus shelter purchase and installation of those shelters	
<p>1. Reason for Delay (Provide a detailed description.)</p> <p>This grant is for bus shelter rehab/renovation and is being used to purchase/install and relocate several shelters. The shelters were purchased and received, the plan for installation was to get quotes thinking the estimated cost would be under the threshold for a formal RFP process, however when the quotes came in (July) the cost exceeded the threshold and the remaining funds. The request for proposals was drafted, but with COVID and all the extra work to deal with it, plus shortage of personnel (due to COVID) and college students returning to campus, time to work on any projects located outside had passed.</p>	
<p>2. What is the status of the contract project(s)? (Summarize project milestones to date and percent of budget remaining.)</p> <p>Bus shelter locations have been solidified. Shelters have been ordered and received. Quotes were received in July 2020 for installation, but costs were too high. A request for proposal was drafted in August. A new procurement (vs quotes we received) to hire a concrete and installation contractor will be released by March 30, 2021. A contractor will be identified, which needs approvals which will take approximately 2-3 weeks. Once a concrete/installation contractor is hired, it will likely take 3-4 months to have the installations completed. Percentage of budget remaining is 80.23%</p>	
<p>3. Plan for Completion (List the steps to be taken if approval is granted that will ensure completion by the new end date.)</p> <p>Issue Request for Proposal to install concrete and erect shelters. Procure contractor to install concrete and erect shelters. Procurement will proceed following approvals of appropriate agencies. The actual concrete work and installation, plus relocation/removal of existing shelters, will likely take 3-4 months depending on how quickly the contractor can do the work. Closeout will occur after work is complete.</p>	
<p>4. Indicate the number of Period of Performance/Contract extensions previously granted for this project:</p> <p><input type="checkbox"/> 0 <input checked="" type="checkbox"/> 1 <input type="checkbox"/> 2 or more, provide explanation: _____</p>	

Authorized Official or Agency Designee Julie Bommelman	Completion Date 12/02/2020
I certify the project scope of work will be completed on or before the newly requested end date and claim requests will be submitted for reimbursement of eligible expenses in accordance with the <u>allowable time-frame</u> of the newly approved Period of Performance/Contract end date. All provisions of the Contract Agreement remain in effect and the sub-recipient will continue to adhere to the contractual terms and conditions to execute the project in the manner identified in the Contract Agreement. I further certify neither the project scope of work nor the approved budget, are under consideration to be changed in this request. Only the project's end date is requested to change.	
Signature of Authorized Official or Agency Designee <i>Julia Bommelman</i>	Date 12/02/2020

<i>This Section is for NDDOT/Local Government Division Staff use only</i>	
Recommendation:	
X <input type="checkbox"/> Approved <input type="checkbox"/> Not Approved	
Signature <i>[Signature]</i>	Date 12/02/2020
Comments:	

Please send completed/signed extension request to bhanson@nd.gov or
NDDOT/Local Government Division
608 E Boulevard Avenue, Bismarck, ND 58505-0700

Certificate Of Completion

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 Contract Number: 38180987B
 PCN:
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 Document Pages: 5
 Certificate Pages: 3
 AutoNav: Enabled
 Envelope Stamping: Enabled
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Status: Sent

Envelope Originator:
 Connie Nelson
 608 E Boulevard Ave
 Bismarck, ND 58505
 conelson@nd.gov
 IP Address: 165.234.252.245

Signatures: 1
 Initials: 4

Record Tracking

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 Storage Appliance Status: Connected

Holder: Connie Nelson
 conelson@nd.gov
 Pool: StateLocal
 Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD

Location: DocuSign

Location: DocuSign

Signer Events

Becky Hanson
 bhanson@nd.gov
 Carahsoft OBO North Dakota Department of Transportation CLOUD
 Security Level: Email, Account Authentication (None)

Signature

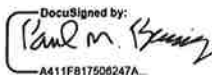

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Electronic Record and Signature Disclosure:
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Paul Benning
 pbenning@nd.gov
 Security Level: Email, Account Authentication (None), Authentication



Signature Adoption: Pre-selected Style
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 Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Steve Salwei
 ssalwei@nd.gov
 Security Level: Email, Account Authentication (None), Authentication



Signature Adoption: Pre-selected Style
 Using IP Address: 165.234.252.245

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 Signed: 12/11/2020 7:11:18 PM

Authentication Details

Signer Events

Signature

Timestamp

SMS Auth:

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 12/11/2020 7:10:52 PM

Phone: +1 701-527-8980

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shannon Sauer

ssauer@nd.gov

Security Level: Email, Account Authentication

(None), Authentication



Signature Adoption: Pre-selected Style

Using IP Address: 216.71.24.86

Sent: 12/11/2020 7:11:22 PM

Viewed: 12/14/2020 3:27:25 PM

Signed: 12/14/2020 3:27:35 PM

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 12/14/2020 3:27:17 PM

Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Connie Nelson

conelson@nd.gov

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Clint Morgenstern

cdmorgenstern@nd.gov

Security Level: Email, Account Authentication

(None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Ronald Henke

rhenke@nd.gov

Security Level: Email, Account Authentication

(None), Authentication

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Laureen M. Martin

lmartin@nd.gov

Security Level: Email, Account Authentication
(None), Authentication**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Signature****Timestamp****In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp**

Connie Nelson

conelson@nd.gov

Transit Agency

Carahsoft OBO North Dakota Department of
Transportation CLOUDSecurity Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Using IP Address: 165.234.252.245

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Viewed: 12/11/2020 10:33:16 AM

Completed: 12/11/2020 10:33:19 AM

VIEWED**Agent Delivery Events****Status****Timestamp**

Julie Bommelman

jbommelman@cityoffargo.com

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

Sent: 12/14/2020 3:27:39 PM

Viewed: 12/15/2020 2:58:21 PM

Intermediary Delivery Events**Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign

DOT Legal Admin

dotlegaladmin@nd.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/11/2020 10:33:01 AM

Payment Events**Status****Timestamps**



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

(19)

December 22, 2020

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

Subject: Sole Source – Midwest Ironworks for Project WA1905

Dear Commissioners:

Water Utility staff is seeking approval of a sole source for installation of piping and valves for Project WA1905: Ultrafiltration Backwash Recycle Stream. This sole source request was approved by the Finance Committee on November 30, 2020. There were actually cost proposals from four different contractors received for this project. The lowest priced proposal is recommended. However, the project was assumed not to exceed \$50,000 and the lowest cost proposal was \$54,400. The project was not advertised; therefore, Water Utility staff is seeking sole source approval which is allowed under the Purchasing Policy.

This project is important because it removes a significant daily water volume from going through lift stations and to the Wastewater Plant (capacity). Water Utility staff and consultants worked with the North Dakota Department of Environmental Quality regarding details of this recycle piping to comply with USEPA requirements.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve sole source with Midwest Ironworks in amount of \$54,400 for Project WA1905.



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:

Midwest Iron Works

Estimated Dollar Amount of Purchase:

\$54,400

The project/service is required to:

Install valves and piping to recycle MWTP Ultrafiltration (UF) backwash water to the lime softening plant. This will permanently remove MWTP UF backwash water being sent to the Wastewater Plant and taking up Wastewater Plant capacity. Recycling operations need to conform to EPA rules and this plan is approved by the North Dakota Department of Environmental Quality.

Funding for this project will be from Project WA1905: UF Backwash Recycle Stream. This project is a Renewal & Rehab project funded by Infrastructure Sales Tax (Fund 450).

Page 164
Description of features or capabilities unique to the vendor/brand being requested as related to project requirements:

Midwest Iron Works was the lowest cost proposal of four (4) received. Water Treatment Plant (WTP) staff thought we would receive a proposal under \$50,000 and solicited prices from five contractors. However, the lowest cost proposal was just over \$50,000 and a sole source is being requested. Below are the proposal costs plus an alternate to replace two valves:

Midwest Iron Works: \$54,400
Wrigley Mechanical: \$66,700
PKG Contracting: \$69,169
Northern Plains: \$92,900
Swanberg: No Bid

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. **)

WTP worked with AE2S to put together plans and routing for the new piping. The plans were discussed with and approved by the North Dakota Department of Environmental Quality. Proposals were solicited from five (5) contractors with results below:

Midwest Iron Works: \$54,400
Wrigley Mechanical: \$66,700
PKG Contracting: \$69,169
Northern Plains: \$92,900
Swanberg: No Bid

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

Page 105
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)

Midwest Iron Works was the lowest cost proposal received according to the plans provided to contractors.

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

N/A

Signature: T. B. Hall
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 11/25/2020

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.

T B H (Requestor initials)

UF Recyle Pipe Modifications
 Fargo WTP
 Contractor Quotes Summary
 11/20/2020

Requested quotes for the following work.

Base Bid: Approximately 140 feet of 8-inch flanged ductile iron pipe, 60 feet of 6-inch welded stainless steel pipe, valves, fittings, and appurtenances
 Alternate: 2 - 6-inch stainless steel butterfly valves

Contractor	Bid/Quote		Schedule	Notes
	Base Bid	Alternate		
Midwest IronWorks	\$50,400.00	\$4,000.00	5 wks	Material delivery 3 weeks from shop drawing approval, 2 weeks for install.
Wrightley Mech	\$61,200.00	\$5,500.00	9-11 wks	Material delivery 3 to 5 weeks from shop drawing approval, 6 weeks for install, completed by February 15, 2021.
PKG	\$64,169.00	\$5,000.00	3/19/2021	January 11, 2021 to March 19, 2021
Northern Plains	\$87,400.00	\$5,500.00	5 - 6 wks	Material delivery 2 to 3 weeks from shop drawing approval, 2 weeks for install, 1 week for painting.
Swanberg	No Bid	No Bid		



Industrial Piping / Plant Shutdown Services

709 4th St E
Horace, ND 58047

PROPOSAL

Date: 11/19/2020

Proposal #: RLH111920

To: Fargo Water Treatment Plant
200 North 3rd Street
Fargo, ND, 58102

Attn: Richard Wagner

RE: UF Recirculation Piping Modifications

The purpose of this document is to serve as a proposal for the above-mentioned project.
The scope of work shall be performed as follows.

6" SS CIP Piping

1. Remove and dispose of 6" SCH 80 PVC pipe.
2. Install new 6" SCH 10, 304 stainless steel pipe and fittings.
3. Remove existing valves and install flange isolation kits.
4. Install salvaged annular seal.

8" Flanged Ductile Iron Piping

1. Remove 8" FL DI Tee.
2. Core drill through wall for new piping.
3. Remove roughly 18" of 12"x16" ducting.
4. Weld on 8" tap on 60" line.
5. Supply and install 8" flanged ductile iron pipe and fittings, 2 plug valves, and 1 check valve.
6. Prime and paint all new pipe and equipment tan to match existing pipe color.
7. Modify handrail for new 8" FL DI piping.

Clarifications/Exclusions

1. No electrical included
2. No insulation included
3. No bond included

Grand Total..... \$50,400.00



Industrial Piping / Plant Shutdown Services

709 4th St E
Horace, ND 58047

Alternate No. 1

1. Provide and install 2- 6" flanged SS butterfly valves with chainwheel and flange isolation kits,

Grand Total\$4,000.00

Submitted by: Riley Haugo
Project Manager
Rileyh@midwestironworks.co
(701) 201-0286

Authorized signature of acceptance

Date

REPORT OF ACTION

(21)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. AN-19-J1 Type: Negative Final Balancing Change Order #1

Location: 11th to 12th Ave N Date of Hearing: 12/21/2020
Between 3rd & 4th St N

<u>Routing</u>	<u>Date</u>
City Commission	12/28/2020
PWPEC File	X
Project File	Jeremy Engquist

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, for Negative Final Balancing Change Order #1 in the amount of -\$7,031.50, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of -\$7,031.50, bringing the total contract amount to \$146,330.50.

On a motion by Steve Sprague, seconded by Bruce Grubb, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Dirt Dynamics.

RECOMMENDED MOTION

Approve Negative Final Balancing Change Order #1 in the amount of -\$7,031.50, bringing the total contract amount to \$146,330.50 to Dirt Dynamics.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Tim Mahoney, Mayor
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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ryan Erickson
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



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

Improvement District No	AN-19-J1	Change Order No	1
Project Name	PC Concrete Alley Paving & Incidentals		
Date Entered	12/8/2020	For	Dirt Dynamics

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

EXPLANATION OF CHANGE: Final Balancing Change Order

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	6	Subgrade Preparation	SY	1,488.00	0.00	1,488.00	-66.00	1,422.00	4.00	-264.00
	7	Remove Driveway All Thicknesses All Types	SY	92.00	0.00	92.00	18.00	110.00	12.00	216.00
	8	Rem & Repl Curb & Gutter	LF	30.00	0.00	30.00	-1.50	28.50	105.00	-157.50
	9	F&I Pavement 6" Thick Reinf Conc	SY	1,400.00	0.00	1,400.00	-77.00	1,323.00	64.00	-4,928.00
	10	F&I Driveway 6" Thick Reinf Conc	SY	88.00	0.00	88.00	1.00	89.00	72.00	72.00
	11	Casting to Grade - w/Conc	EA	2.00	0.00	2.00	1.00	3.00	950.00	950.00
	12	Mulching Type 1 - Hydro	SY	200.00	0.00	200.00	-100.00	100.00	8.00	-800.00
	13	Seeding Type B	SY	200.00	0.00	200.00	-100.00	100.00	8.00	-800.00
	17	F&I Rock Mulch	TON	10.00	0.00	10.00	-8.00	2.00	165.00	-1,320.00
Paving Sub Total (\$)										-7,031.50

Summary

Source Of Funding

Net Amount Change Order # 1 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

-7,031.50
0.00
153,362.00
146,330.50



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

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
08/14/2020		0.00	0.00	08/14/2020	
Description					
APPROVED					
APPROVED DATE					
For Contractor	Department Head				
<i>[Signature]</i>	<i>[Signature]</i>				
Title	Mayor				
<i>est. h. h.</i>	12/23/20				
Attest					

REPORT OF ACTION

(22)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-20-C1 Type: Negative Final Balancing Change Order #1

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

<u>Routing</u>	<u>Date</u>
City Commission	<u>12/28/2020</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Hoogland</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, regarding Negative Final Balancing Change Order #1 in the amount of -\$4,018.44, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #1 in the amount of -\$4,018.44, bringing the total contract amount to \$683,876.75.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Pearson Bros.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of -\$4,018.44, bringing the total contract amount to \$683,876.75 to Pearson Bros.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: State Funds & Special Assessments

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


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

COMMITTEE

Tim Mahoney, Mayor
 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"/>
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<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Improvement District No	PR-20-C1	Change Order No	1
Project Name	Seal Coat & Incidentals	For	Pearson Bros Inc
Date Entered	10/28/2020		

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: T

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Section 1	1									
	2	F&I Seal Aggregate A	SY	23,351.00	0.00	23,351.00	-0.68	23,350.32	0.82	-0.56
	3	F&I Seal Oil	GAL	6,071.00	0.00	6,071.00	-129.84	5,941.16	1.44	-186.97
Section 2	6	F&I Seal Aggregate A	SY	67,116.00	0.00	67,116.00	0.03	67,116.03	0.82	0.02
	7	F&I Seal Oil	GAL	17,451.00	0.00	17,451.00	-374.26	17,076.74	1.44	-538.93
	8	Paint Epoxy Line 16" Wide	LF	26.00	0.00	26.00	-0.20	25.80	16.60	-3.32
	9	Paint Epoxy Line 24" Wide	LF	84.00	0.00	84.00	-6.00	78.00	19.20	-115.20
	73	* towing of cars	LS	0.00	0.00	0.00	1.00	1.00	1,095.00	1,095.00
Section 3	12	F&I Seal Aggregate A	SY	42,202.00	0.00	42,202.00	-0.27	42,201.73	0.82	-0.22
	13	F&I Seal Aggregate B	SY	6,407.00	0.00	6,407.00	237.23	6,644.23	0.82	194.53
	14	F&I Seal Oil	GAL	13,279.00	0.00	13,279.00	-330.70	12,948.30	1.44	-476.21
	15	Paint Epoxy Line 4" Wide	LF	3,818.00	0.00	3,818.00	150.00	3,968.00	2.25	337.50
	16	Paint Epoxy Line 16" Wide	LF	26.00	0.00	26.00	1.40	27.40	16.60	23.24
	74	* added school crossing marking	LS	0.00	0.00	0.00	1.00	1.00	996.40	996.40
Section 4	20	F&I Pavement Mix Wear Course Asph	TON	20.00	0.00	20.00	-6.11	13.89	400.00	1,075.24
	21	F&I Seal Aggregate B	SY	30,935.00	0.00	30,935.00	-0.86	30,934.14	0.82	-2,444.00
										-0.71

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Section 4		22	F&I Seal Oil	GAL	11,137.00	0.00	11,137.00	-239.03	10,897.97	1.44	-344.20
		23	Paint Epoxy Line 4" Wide	LF	13,139.00	0.00	13,139.00	116.00	13,255.00	2.25	261.00
		24	Paint Epoxy Line 8" Wide	LF	327.00	0.00	327.00	-63.00	264.00	4.50	-283.50
		25	Paint Epoxy Line 16" Wide	LF	120.00	0.00	120.00	-0.80	119.20	16.80	-13.28
		26	Paint Epoxy Line 24" Wide	LF	312.00	0.00	312.00	-24.00	288.00	19.20	-460.80
		27	Paint Epoxy Message	SF	521.00	0.00	521.00	132.50	653.50	18.80	2,491.00
		Section 4 Sub Total (\$)									-794.49
Section 5		30	F&I Seal Aggregate A	SY	8,456.00	0.00	8,456.00	-158.97	8,297.03	0.82	-130.36
		31	F&I Seal Oil	GAL	2,199.00	0.00	2,199.00	-87.93	2,111.07	1.44	-126.62
		Section 5 Sub Total (\$)									-256.97
Section 6		34	F&I Seal Aggregate B	SY	23,241.00	0.00	23,241.00	-0.30	23,240.70	0.82	-0.25
		35	F&I Seal Oil	GAL	8,367.00	0.00	8,367.00	-406.83	7,960.17	1.44	-585.84
		Section 6 Sub Total (\$)									-586.08
Section 7		38	F&I Seal Aggregate B	SY	10,884.00	0.00	10,884.00	-0.03	10,883.97	0.82	-0.02
		39	F&I Seal Oil	GAL	3,919.00	0.00	3,919.00	-191.13	3,727.87	1.44	-275.23
		40	Paint Epoxy Line 4" Wide	LF	544.00	0.00	544.00	3.40	547.40	2.25	7.65
		41	Paint Epoxy Line 8" Wide	LF	198.00	0.00	198.00	11.60	209.60	4.50	52.20
		Section 7 Sub Total (\$)									-215.40
Section 8		45	F&I Pavement Mix Wear Course Asph	TON	20.00	0.00	20.00	-4.95	15.05	400.00	-1,980.00
		46	F&I Seal Aggregate B	SY	68,396.00	0.00	68,396.00	0.05	68,396.05	0.82	0.04
		47	F&I Seal Oil	GAL	24,624.00	0.00	24,624.00	-1,202.14	23,421.86	1.44	-1,731.08
		48	Paint Epoxy Line 4" Wide	LF	4,971.50	0.00	4,971.50	231.00	5,202.50	2.25	519.75
		49	Paint Epoxy Line 8" Wide	LF	913.00	0.00	913.00	-6.00	907.00	4.50	-27.00
		51	Paint Epoxy Line 24" Wide	LF	816.00	0.00	816.00	2.00	818.00	19.20	38.40
		52	Paint Epoxy Message	SF	224.00	0.00	224.00	32.00	256.00	18.80	601.60
		Section 8 Sub Total (\$)									-2,578.29
Section 9		57	F&I Seal Aggregate A	SY	18,931.00	0.00	18,931.00	-0.26	18,930.74	0.82	-0.21



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title

President

Mayor

Attest

COVER SHEET
CITY OF FARGO PROJECTS

(23)

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

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

P.C. Concrete Alley Paving, Water Main & Incidentals

Improvement District No. AN-20-E

Call for Bids December 28, 2020

Advertise Dates January 6, 13, 2021

Bid Opening Date February 3, 2021

Substantial Completion Date October 1, 2021

Final Completion Date November 1, 2021

N/A PWPEC Report (Attach Copy) **Part of 2021 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

X Notice to Property Owners (Dan Eberhardt)

Project Engineer 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:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

P.C. CONCRETE ALLEY PAVING, WATER MAIN & INCIDENTALS

IMPROVEMENT DISTRICT NO. AN-20-E

Nature & Scope

This project is for the installation of P.C. Concrete Paving and Water Main in the Graver Alley from 1st Avenue North to 2nd Avenue North between Roberts Street and Broadway in downtown Fargo.

Purpose

The purpose of this project is to provide paving in the alley as requested by the majority of the Property Owners.

Feasibility

The estimated cost of construction is \$129,899. The project will be funded by a combination of Special Assessments and Water Utility Funds. A breakdown of costs is as follows:

Water Main Costs	\$	25,278
Plus 10% Engineering Fee:	\$	2,528
Plus 4% Administration Fee:	\$	1,011
Plus 3% Legal Fee:	\$	758
Plus 4% Interest Fee:	\$	1,011
Plus 5% Contingency:	\$	1,264
Total Estimated Water Main Cost:	\$	31,850
Water Main Amount Special Assessed:	\$	6,838
Water Main Amount City Funded:	\$	25,011

Paving Costs	\$	104,622
Plus 10% Engineering Fee:	\$	10,462
Plus 4% Administration Fee:	\$	4,185
Plus 3% Legal Fee:	\$	3,139
Plus 4% Interest Fee:	\$	4,185
Plus 5% Contingency:	\$	5,231
Total Estimated Paving Cost:	\$	131,824
Paving Amount Special Assessed:	\$	131,824


Project Funding Summary

Project Funding Summary		
Water Utility Funds	15.28%	\$ 25,011.17
Special Assessments	84.72%	\$ 138,662.01
Total Estimated Project Cost		\$ 163,673.18

The cost to the Property Owners will be per City policy.

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

**CITY OF FARGO
ENGINEERING DEPARTMENT**

LOCATION & COMPRISING

**P.C. CONCRETE ALLEY PAVING, WATER MAIN
& INCIDENTALS**

IMPROVEMENT DISTRICT NO. AN-20-E

LOCATION:

The south 200 feet from 1st Avenue to 2nd Avenue North between Roberts Street North and Broadway North.

COMPRISING:

Lots 1 through 3, Block 1.
All in Kesler First Addition.

Lots G through S, Block 2
All in Hagaman's Subdivision of Part of Block 2 Robert's Addition.

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

