

FARGO CITY COMMISSION AGENDA
Monday, January 23, 2023 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at <https://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 <https://FargoND.gov/citycommission>.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, January 9, 2023 and Special Meeting, January 11, 2023).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. Receive and file the following Ordinances:
 - a. Relating to Cigar Smoking in Public Places and Places of Employment Prohibited.
 - b. Relating to Taxicabs and Vehicles for Hire.
- 2. Gaming Site Authorization for Fargo Youth Hockey Association at Dogleg North.
- 3. Applications for Games of Chance:
 - a. St. John Paul II Catholic Schools for a raffle on 2/9/23.
 - b. Eagles Elementary PTA for bingo on 2/9/23.
 - c. NDSU Saddle and Sirloin for a raffle board on 4/12/23.
 - d. Saddle and Sirloin Club (NDSU) Little International for a raffle on 2/11/23.
 - e. Muskies, Inc. FM Chapter for a raffle on 2/9/23.
 - f. Warm Blanket Hugs for a raffle on 3/5/23.
 - g. Fargo Moorhead Chapter #246 of the National Association of Woman in Construction for a raffle on 3/9/23; Resolution for Public Spirited Organizations.
- 4. Five-year Mailing Services Agreement – January 2023 with American Mail House (RFP23024).
- 5. Contract for electrical services for the Citywide Multimedia Space to Sun Electric, Inc. (RFP23014).
- 6. Encroachment Agreement with TD Companies, LLC d/b/a TD Companies, LLC – 7th Ave – Series 2 at 704 38th Street North.
- 7. Gift Agreement with Urban Plains Land Company LLC.
- 8. Access Easement (Storm Sewer, Sanitary Sewer and Water Main) with Southeast Cass Water Resource District (Project No. NR-23-A1).
- 9. Bid advertisement for the following Projects:
 - a. No. PR-22-B.
 - b. No. PR-23-A.

Page 10. Negative Final Balancing Change Order No. 2 in the amount of -\$2,590.40 for Project No. SR-22-C1.

11. Consulting Engineering Services with Houston Engineering, Inc. for Project Nos. SN-23-B0 and SN-25-A0 (RFP23020A).
12. Consulting Engineering Services with SRF Consulting Group for Project No. QR-24-A0 (RFP23020B).
13. Consulting Engineering Services with Bolton & Menk, Inc. for Improvement District No. BN-25-A0 and Project No. MS-23-C0 (RFP23020C).
14. Employee Wellness Program Contract with Dakota Children's Advocacy Center's for annual mental health check-ins for all Fire Department employees.
15. Group Insurance Policy for Dental Benefits with Blue Cross Blue Shield of North Dakota.
16. Agreement for Property Demolition with Master Construction Company, Inc. for property located at 714 12th Street North (RFP22111).
17. Employee Wellness Program Contract with Dakota Children's Advocacy Center's for annual mental health check-ins for all Police Department employees (RFQ23033).
18. Awarding of RFP23026 to Sanitation Products in the amount of \$518,452.00 for the purchase of two, three wheeled mechanical street sweepers.
19. Resolutions to increase Loan Funds for the following:
 - a. Clean Water State Revolving Fund Loans to complete the Water Reclamation Facility expansion (Sewer Revenue Bond Series 2018A and 2018B) (Project No. WW1701).
 - b. Drinking Water State Revolving Fund Loans to finance the water system capital projects.
20. Bills.
21. Change Order No. 1 in the amount of \$62,765.49 and time extension of 5-calendar days to Phase 1 completion for Improvement District No. BR-22-A2.
22. Contract Amendment No. 1 with Apex Engineering in the amount of \$24,559.00 for Improvement District No. BR-23-G0.
23. Create Improvement District No. PR-23-C.
24. Bid award for Improvement District No. BR-23-E1.

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).

***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**

- a. Application for a Class "GH" Alcoholic Beverage License for Slice, LLC d/b/a Duane's House of Pizza to be located at 1629 South University Drive.
 - b. Application for a Class "FA" Alcoholic Beverage License for Plaza Azteca Fargo 52, Inc. d/b/a Plaza Azteca Mexican Restaurant to be located at 5081 Timber Parkway South.
 - c. Application for a Class "FA-Entertainment" Alcoholic Beverage License for Fargo Billiards located at 3234 43rd Street South (addition of a new owner).
27. Recommendation for Federal Aid Transportation Project Applications for the Years 2026 and 2027.
 28. Recommendation to Adopt the Resolution Directing the Issuance of \$57 Million Refunding Improvement Bonds, Series 2023A and Prescribing the Terms and Covenants Therefor.
 29. Request to direct staff and the City Attorney to seek an RFP to address the Noise Ordinance.
 30. Recommendations for appointments to the following Boards and Commissions:
 - a. Renaissance Zone Authority.
 - b. Historic Preservation Commission.
 31. Legislative Update.
 32. Liaison Commissioner Assignment Updates.

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

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

CITY ATTORNEY
Nancy J. Morris

**OFFICE OF THE
CITY ATTORNEY**



January 17, 2023

SERKLAND LAW FIRM

10 Roberts Street North

P.O. Box 6017

Fargo, ND 58108

Phone: 701.232.8957 | Fax: 701.237.4049

ASSISTANT CITY ATTORNEYS

Ian R. McLean ■ Alissa R. Farol ■ William B. Wischer

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

RE: Ordinance amendment: Cigar Smoking in Public Places and Places of Employment Prohibited

Dear Mayor Mahoney and Commissioners,

Per your direction from the August 8, 2022 meeting, enclosed for your consideration, is an enactment to the Fargo Municipal Code, Article 10-13, titled "Cigar Smoking in Public Places and Places of Employment Prohibited."

Article 10-13 will prohibit smoking cigars in locations that are already "non-smoking." This ordinance aligns with the City of Fargo's goal to protect public health by restricting all forms of smoking, including cigar smoking.

Suggested Motion: I move to receive and file the following ordinance enacting Fargo Municipal Code Article 10-13, of Chapter 10, titled "Cigar Smoking in Public Places and Places of Employment Prohibited," and to place the ordinance on for first reading at the next regularly-scheduled City of Fargo Commission meeting.

Sincerely,



William Wischer

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE ENACTING ARTICLE 10-13 OF CHAPTER 10
OF THE FARGO MUNICIPAL CODE
RELATING TO CIGAR SMOKING IN PUBLIC PLACES AND
PLACES OF EMPLOYMENT PROHIBITED

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

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

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

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

NOW, THEREFORE,

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

Section 1. Enactment.

ARTICLE 10-13 – CIGAR SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT PROHIBITED

10-1301 – DEFINITIONS

1. "Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product intended for inhalation, in any manner or in any form. Smoking also includes the use of an e-cigarette which creates a vapor, in any manner or any form, or the use of any oral smoking device.

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2. "Cigar" means an individual roll of tobacco which has a wrapper or cover of whole leaf tobacco; does not contain filler other than tobacco filler; does not contain binder other than tobacco binder; does not contain additives other than water; does not contain a filter, tip, or nontobacco mouthpiece; weighs at least six pounds per thousand count; and is made by hand, except to allow for the use of a manually operated machine to assist in bunching, rolling, and binding.
3. "E-cigarette" means any electronic oral device, such as one composed of a heating element and battery or electronic circuit, or both, which provides a vapor of nicotine or any other substances, and the use or inhalation of which simulates smoking. The term shall include any such device, whether manufactured, distributed, marketed, or sold as an e-cigarette, e-cigar, and e-pipe or under any other product, name, or descriptor.
4. "Public place" means an area which the public enters. Some examples of public places are publicly owned buildings, vehicles, or offices; bars; bingo facilities; gambling and gaming facilities as defined in section 12.1-28-01; child care and adult day care facilities subject to licensure by the department of health and human services, including those operated in private homes; convention facilities; educational facilities, both public and private; facilities primarily used for exhibiting a motion picture, stage, drama, lecture, musical recital, or other similar performance; financial institutions; health care facilities; hotels and motels, including all rooms that are rented to guests; laundromats; any common areas in apartment buildings, condominiums, mobile home parks, retirement facilities, nursing homes, and other multiple-unit residential facilities; private and semi-private nursing home rooms; museums, libraries, galleries, and aquariums; polling places; professional offices; public transportation facilities, including buses, trains, airplanes and similar aircraft, taxicabs and similar vehicles such as towncars and limousines when used for public transportation, and ticket, boarding, and waiting areas of public transit facilities, including bus and train stations and airports; reception areas; restaurants; retail food production and marketing establishments; retail service establishments; retail stores, including tobacco and hookah establishments; rooms, chambers, places of meeting or public assembly, including school buildings; shopping malls; sports arenas; theaters; and waiting rooms.
5. "Place of employment" means an area under the control of a public or private employer, including work areas, auditoriums, classrooms, conference rooms, elevators, employee cafeterias, employee lounges, hallways, meeting rooms, private offices, restrooms, temporary offices, vehicles, and stairs. A private residence is not a place of employment

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unless it is used as a licensed child care, adult day care, or health care facility.

10-1302 – CIGAR SMOKING IN PUBLIC PLACES AND PLACES OF EMPLOYMENT
PROHIBITED

Cigar smoking is prohibited in public places and places of employment.

10-1303 – Penalty

An individual who smokes in an area in which smoking is prohibited under this ordinance is guilty of an infraction. An owner or other person with general supervisory responsibility who willfully allows a person to smoke in a place where smoking is prohibited is guilty of an infraction.

Section 2. Penalty.

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

Section 3. Effective Date.

This ordinance shall be in full force and effect from and after its publication.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication

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CITY ATTORNEY

Nancy J. Morris

ASSISTANT CITY ATTORNEYS

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

(16)

January 19, 2023

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

RE: Taxicabs and Vehicles for Hire, Article 25-04 of Chapter 25

Dear Mayor and Commissioners,

Pursuant to your direction on September 6, 2022, please find attached for your review and consideration a Repeal and Replacement of the Taxicab and Vehicle for Hire Ordinances, Article 25-04 of the Fargo Municipal Code. The intent of the revisions is to modernize the Ordinance to recognize the increasing use of new technology in the industry, to promote equity, and to ensure the continued safety of the traveling public. Some of the changes identified earlier include no longer requiring a taxicab company to use a dispatch center; have three vehicles available at all times; or 24/7 operation. The Auditor's office is developing a new application to use in conjunction with the new Ordinance, including requiring certification by the licensee that all operators have satisfied the background requirements, and further that all vehicles have been inspected and approved by an automotive service excellence (ASE) mechanic.

An additional change is the establishment of the taxicab rates by Resolution. A draft of the Resolution is presented for your consideration, for approval at the time of final reading and adoption of the new Ordinance.

Suggested Motion: I move to receive and file the following Ordinance Repealing and Replacing Article 25-04 of Chapter 25 of the Fargo Municipal Code Relating to Taxicabs and Vehicles for Hire, and to place the Ordinance on for first reading at the next regularly scheduled city commission meeting.

I further move to extend the licenses until the Ordinance has been fully and finally adopted, at which time licensees will be required to complete a new application for operation of a taxicab or vehicle for hire service.

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

Regards,



Nancy J. Morris

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

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AN ORDINANCE AMENDING AND
REPEALING AND REPLACING ARTICLE 25-04
OF CHAPTER 25 OF THE FARGO MUNICIPAL CODE
RELATING TO TAXICABS AND VEHICLES FOR HIRE

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

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

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

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

NOW, THEREFORE,

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

Section 1. Enactment.

Article 25-04 of Chapter 25 of the Fargo Municipal Code is hereby amended to read as follows:

ARTICLE 25-04

TAXICABS AND VEHICLES FOR HIRE

Section
25-0401. Definitions.--

The following words, terms and phrases shall have the meanings ascribed to them in this Article:

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1. "Applicant" means an organization or entity registered with the Secretary of State authorized to do business in the State of North Dakota applying for a license under this Article.
2. "For hire" means for remuneration or reward, paid or promised, either directly or indirectly.
3. "For hire driver" means any person in physical control of a taxicab or vehicle for hire required to be licensed under this Article.
4. "Lease driver" means a for-hire driver who is an independent contractor/sole proprietor who has leased a taxicab or for-hire vehicle from a taxicab/limousine licensee.
5. "Taxi" or "Taxicab" means a motor vehicle designed to carry passengers operating on the public streets, alley or places of the city of Fargo, and accepting passengers for transportation for hire on call or on demand, or as may be determined by the use of a taximeter, between such points as may be directed by the passenger, and that carries signs or indicia of a taxicab, including the words "taxi," "taxicab," or "cab."
6. "Taximeter" means an instrument or device that operates to calculate at predetermined rates and plainly displays the charges to the passenger of a taxicab. Any device which calculates fares charged to passengers for taxicab service, including devices which operate remotely based upon vehicle location technology, and which bases said fares upon time and distance, is considered a Taximeter, irrespective of whether such device is a portable or handheld device, monitor, smart phone or other electronic device or unit.
7. "Licensee" shall mean any taxicab or vehicle for hire service that secures authorization to commence a ride within the city of Fargo.
8. "Sober Ride Services" means a service whereby one driver drives the patron home and a second driver drives the patron's vehicle home. For such services, both drivers must meet all the requirements of this Article, including any requirements related to licensing, insurance, and background checks.
9. "Decal" means the license identification issued by the City Auditor that must be affixed to all vehicles licensed in accordance with this Article. The decal remains the property of the City and must be returned to the City Auditor for replacement, or in the event the vehicle is no longer in use. A fee for the replacement decal shall be established by Resolution of the board of city commissioners.

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10. "Personal vehicle" is a vehicle owned and licensed by an individual, and not the licensee. Personal vehicles are not eligible for licensing in accordance with this Article.

11. "Vehicle for hire" shall include limousine service, sober ride service, medical transport, handicap ride service, leased vehicles, party busses, or any other permutation in which a vehicle is driven for compensation.

12. "Wheelchair accessible taxicab" or "Wheelchair accessible vehicle for hire" or "Mobility Services" means a taxicab, for-hire vehicle, or any other vehicle conforming to the requirements of the Americans with Disabilities Act (ADA). The licensee is responsible for any additional training or equipment requirements to operate this type of service.

13. "Solicitation" means the ability of a taxicab licensed under this Article to solicit a ride without a prearranged fare or location having been determined and in response to ride hailing on public ways.

25-0402. Exceptions.

This Article does not apply to a person operating a ground transportation service that is:

1. Operated under state or federal authority unless subject to the city's regulatory authority;
2. Operated for a funeral home in the performance of funeral services;
3. Provided by an employer or employee association for use in transporting employees between the employees' homes and the employer's place of business or between work stations, with the employees reimbursing the employer or employee association in an amount calculated only to offset the reasonable expenses of operating the vehicle;
4. Owned and operated by the federal or state government, by a political subdivision of the state, or by a person under contract with the city for operation of the vehicle;
5. Used in a carpool to transport the person and others on a prearranged basis between their homes and places of employment or places of common destination, if only a fee calculated to reasonably cover expenses is charged;
6. Used to transport children to or from school if only a fee calculated to reasonably cover expenses is charged;

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7. Owned by a nonprofit organization and carrying only passengers associated with that organization, if no compensation is received from any other person for carrying the passengers;
8. A courtesy vehicle, if the name of the business or sponsor of such vehicle is affixed to the outside of the vehicle; or
9. A transportation network company operating in compliance with North Dakota Century Code Chapter 39-34.

25-0403. Application.

Any person or entity that desires to operate a taxicab or vehicle for hire service must make application in writing to the City Auditor for a taxicab or vehicle for hire license, which application shall include the following:

1. A true copy of the registration with the Secretary of State evidencing authorization to do business in North Dakota.
2. The name and address of the applicant. If the applicant is not an individual person, the application shall state the names and addresses of all individuals owning an interest in such business, and if a corporation shall give the names and addresses of the officers and directors thereof.
3. Background information of the applicant, including criminal background completed by the Federal Bureau of Investigation, and Department of Transportation records for all jurisdictions in which the operator has resided, or any other background investigation process and investigation deemed necessary and appropriate by the Chief of Police of the city of Fargo, or designee.
4. Number of taxicabs or vehicles for hire intended to be operated. Such vehicle listing shall accompany the application and/or renewal.
5. The make, model and ownership information of all of the vehicles the applicant intends to use in operating the taxicab or vehicle for hire service, including the name of the manufacturer, the motor and serial number, the body type, the year when made, the number of passengers each vehicle will accommodate, and certification that each vehicle has been inspected by a certified mechanic and passed inspection as provided in section 25-0409 of this Article.

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6. An accurate and detailed description of the Logo or color scheme of the taxicabs or vehicles for hire, including inscriptions or monograms thereon, proposed to be operated by the applicant, which shall be distinctly different from that of the taxicabs or vehicles for hire of any other operators within the city of Fargo, so that ownership and identity may be readily ascertained by the police department and patrons of any taxicab or vehicle for hire.
7. A certificate of insurance showing the applicant has sufficient insurance to meet the requirements of section 25-0414 of this Article.
8. A statement signed by the applicant under penalty of perjury indicating an understanding that falsification of any statement, material or not, is sufficient reason for denial of the license and criminal prosecution.
9. Payment of the application fee as established by Resolution of the Board of City Commissioners.

25-0404. Investigation.

Upon completion of the application required, the application shall be submitted to the City Auditor, or his/her designee for review and investigation. Upon satisfaction of compliance with all license requirements, the taxicab or vehicle for hire license shall be issued. If the application is incomplete or cannot otherwise be approved, the application shall be denied, and the City Auditor shall provide a written explanation of the reason for denial.

25-0405. Approval.

In the event the application is approved and the license is granted, the City Auditor shall grant said license stating the name and address of the applicant, and identifying the vehicles authorized under said license. The City Auditor shall issue a numbered identification decal which must be affixed and displayed in the upper passenger side front window.

25-0406. License Fees.

The fee for taxicab or vehicle for hire licenses shall be set by Resolution of the Board of City Commissioners.

25-0407. Expiration.

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1 All taxicab or vehicle for hire licenses issued by the city of Fargo, unless sooner revoked by the
2 city of Fargo, will expire on December 31 of each year. If the licensee applies for a renewal
3 following the expiration of a license, a reinstatement fee in an amount to be established by
4 Resolution of the Board of City Commissioners shall be applied.

5 **25-0408. Non-Transferable.**

6 Licenses issued under this Article shall be nontransferable. A transfer or attempted transfer
7 thereof shall automatically result in a revocation of such license.

8 **25-0409. Vehicle Requirements and Certification of Inspection.**

- 9 1. No taxicab or vehicle for hire license shall be issued until the applicant files with the
10 City Auditor certification that each vehicle licensed or leased has been inspected by a
11 certified mechanic and has passed said inspection.
- 12 2. An automotive service excellence (ASE) certificate of inspection must be completed
13 on a yearly basis and certified to the City Auditor with the taxicab or vehicle for hire
14 license renewal.
- 15 3. Every holder of a license under this Article shall keep such vehicles in good
16 serviceable condition so that each vehicle may be safely operated at all times without
17 endangering the safety or property of the passengers carried or other persons.
- 18 4. The license for the operation of any vehicle not kept in a safe and serviceable
19 condition shall be revoked and immediately removed from service.
- 20 5. The board of city commissioners may set by resolution an additional fee for each
21 vehicle registered under this Article.
- 22 6. Vehicles must be maintained in a safe and sanitary condition. Licensee must remove
23 all rubbish/garbage from the taxicab or vehicle for hire, and the windows must be
clear for vision.

25-0410. Taxicab Markings.

Taxicabs must bear the licensees logo or identification in letters and words at least 4" in size on
both sides of the vehicle. The markings must be in contrasting colors readily viewable to the
Police Department and public, and bear the licensee's telephone number.

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25-0411. Accident and Incident Reporting and ASE Inspection.

All accidents involving a decal vehicle pursuant to the Article shall be reported immediately to the City Auditor. The licensee shall provide an automobile service excellence (ASE) certificate of inspection pertaining to that vehicle, and take appropriate actions necessary to protect the traveling public.

25-0412. Taxicab and Vehicle for Hire Drivers.

No person shall drive, operate, use or cause to be used upon the streets of the city a taxicab or vehicle for hire unless the person driving the vehicle is properly licensed in accordance with North Dakota law and employed or endorsed by a holder of a city of Fargo taxicab or vehicle for hire license.

25-0413. Driver Standards.

A. Licensee must, on a yearly basis, verify that each and every taxicab or vehicle for hire driver in their employ or endorsement meets the following minimum standards:

1. Is a citizen of the United States or an alien admitted for permanent residence, or who has otherwise obtained work authorization from the U.S. citizenship and immigration services;
2. Is the holder of a valid driver's license authorizing operation of the licensed vehicle;
3. Is able to read and speak the English language sufficiently to converse with the general public, to understand highway traffic signs and signals in the English language, to respond to official inquiries, and to make entries on reports and records;
4. Is twenty-one (21) years of age or older;
5. Certify that the taxicab or vehicle for hire driver is free from any infirmity, physical or mental, which would render the driver unfit for the safe operation of the licensed vehicle;
6. Has a driving record, at least for the past three (3) years, clear of:
 - a. A license cancellation, a revocation, or a suspension;
 - b. A conviction for operating a motor vehicle without insurance

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1 c. A conviction for driving a motor vehicle without a valid license for the class of
2 vehicle driven;

3 d. A conviction for driving under the influence of alcohol or a controlled
4 substance;

5 e. A conviction for alcohol related driving by a commercial vehicle driver;

6 f. A conviction for leaving the scene of an accident;

7 g. A conviction for reckless or careless driving;

8 h. Is not a registered predatory offender in any state;

9 i. Has a criminal record clear of any misdemeanor or felony conviction as a
10 habitual offender for driving under the influence of alcohol or a controlled
11 substance;

12 j. Has a criminal record clear of any crimes against persons, including but not
13 limited to Conspiracy, Murder Manslaughter Criminal vehicular homicide and
14 injury, Assault; Great bodily harm caused by distribution of drugs, Use of drugs
15 to injure or facilitate crime, Robbery, Kidnapping, False imprisonment,
16 Abduction; Criminal sexual conduct, Solicitation of children to engage in sexual
17 conduct, Human trafficking, Theft of a motor vehicle, Fleeing a peace officer in a
18 motor vehicle, Misusing credit card to secure services, or Burglary; and

19 k. Information indicating whether or not the applicant has ever had a for-hire
20 driver's license suspended, revoked, or denied and for what cause.

21 B. A city of Fargo taxicab or vehicle for hire driver record form, or an alternative electronic
22 record approved by the City Auditor, shall be used to document the drivers' records. All
23 approved taxicab or vehicle for hire driver record forms shall be kept by the licensee for a
minimum of five (5) years and shall be available for review by the city of Fargo immediately
upon request. The city of Fargo shall have the right at any time and without prior notice to
perform inspections of the licensee records to determine compliance with this Article. Failure to
comply with this Article shall result in license suspension or revocation.

C. A daily manifest shall be maintained by the owner of each taxicab noting all trips made
each day, showing the driver's name, cab number, place and time of origin and destination of
each trip and the amount of fare. Every owner shall retain and preserve all drivers' manifests in

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1 a safe place for at least 180 days and such manifests shall be made available upon demand for
2 inspection by the City Auditor.

3 D. No driver shall refuse or neglect to convey any person because of the person's race,
4 color, national origin, religion, sex, age, handicap or any other persons recognized under Federal
5 and State laws.

6 **25-0414. Insurance Required.**

7 A. No taxicab or vehicle for hire license shall be issued by the City Auditor until the license
8 applicant obtains and provides proof of a policy of commercial auto liability insurance issued by
9 a responsible insurance company authorized to do business in the State of North Dakota.

- 10 1. The licensee shall have and maintain such insurance in the amount of one million
11 dollars (\$1,000,000) as well as fifty thousand dollars (\$50,000.00) property damage
12 insurance.
- 13 2. Such insurance shall cover all passengers carried by the insured licensee and shall be
14 for public taxicab or vehicle for hire purposes.
- 15 3. All such policies shall contain a clause providing for thirty (30) days' written notice to
16 the City Auditor before cancellation, and a memorandum of such insurance naming
17 the city of Fargo as an additional insured shall be furnished to the City Auditor before
18 a license is issued.
- 19 4. Failure to maintain insurance as provided in this Article shall result in immediate
20 suspension or revocation of the taxicab or vehicle for hire license.

21 **25-0415. Taxicab Rates.**

22 A taxicab licensee shall provide passengers with the applicable rates being charged and the
23 option to receive an estimated fare before the passenger enters the vehicle. Unless a flat rate fee
has been agreed to in advance, the taxicab must clearly display the rate to be charged, readily
observable to a passenger, and such rate must be measured by a taximeter visible to the
passenger at all times; each taxicab shall have only one taximeter. Taximeters must be activated
with each taxicab trip or any time a taxicab driver accepts a fare. The rate charge must be
uniform as to all passengers.

25-0416. Receipts.

The taxicab or vehicle for hire driver shall, upon demand by a passenger, provide a receipt for
the amount charged, which shall include the name of the licensee, driver identification, the

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

amount of the meter reading or charges, and the date of the transaction. Such receipt shall be in paper or electronic form, at the election of the passenger.

25-0417. Stands.

Only licensed taxicabs may stop or stand on city of Fargo streets or alley ways while waiting for a fare.

25-0418. Lost Articles.

Whenever any package, money, articles of baggage or goods of any description are left in or on any taxicab or vehicle for hire, such driver shall, upon the discovery of such package or article, attempt to return the item in a timely manner. In the event the item cannot be returned to the passenger, the licensee shall retain possession of the lost item for not less than 15 days.

25-0419. Smoking or Vaping Prohibited.

Smoking and/or vaping of tobacco products is prohibited inside any taxicab or vehicle for hire.

25-0420. Driver Impairment.

A. No driver shall be permitted to operate a taxicab or vehicle for hire while under the influence of alcohol or any mood-altering drug (prescription or nonprescription). No driver shall possess any controlled substance or alcoholic beverage while operating a taxicab or vehicle for hire.

B. No driver shall be permitted to drive any vehicle carrying passengers for more than twelve (12) hours in any one 24-hour period.

C. Mobile phone use is prohibited while the vehicle is in motion, except in a hands-free mode. Navigation tools, including cell phones, must be separate devices from the taximeter, and only be operated in hands-free mode while the vehicle is in motion.

25-0421. Occupants in Vehicle Must be Restrained.

No person operating a taxicab or vehicle for hire shall allow a greater number of passengers to occupy or be transported in the vehicle than the number of legal seated/belted positions within said vehicle.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

25-0422. Denial, Suspension or Revocation of License.

1 A. Licensee and any taxicab or vehicle for hire in service by a licensee shall remain subject
2 to random inspections by the City Auditor and/or designee to ensure continuing compliance with
3 the terms of this Article. Refusal to permit or complete such inspection shall be cause for
immediate suspension or revocation of the license.

4 B. The City Auditor may deny, suspend or revoke any license to operate a taxicab or vehicle
5 for hire service as defined in this Article as stated in this Article, in addition to any of the
6 following reasons:

- 7 1. Fraud, misrepresentation or incorrect statement contained in the application or made
8 in carrying on the licensed or permitted activity.
- 9 2. Violation of any of the driver standards.
- 10 3. Conducting such licensed or permitted activity in such manner as to constitute a
11 breach of the peace or a menace to the health, safety or welfare of the public, or a
12 disturbance of the peace or comfort of residents of the city of Fargo, upon
13 recommendation of the appropriate city official.
- 14 4. Expiration or cancellation of any required insurance.
- 15 5. Actions unauthorized or beyond the scope of the license granted.
- 16 6. Violation of any regulation or provision of this Article applicable to the activity for
17 which the license has been granted, or any regulation or law of the state so applicable.
- 18 7. Failure to continuously comply with all conditions required as precedent to the
19 approval of the license.

25-0423. Appeal.

20 Any person aggrieved by the action of the City Auditor in denying, suspending or revoking a
21 license shall have the right to a hearing before the Board of City Commissioners on any such
22 action, provided a written request is filed with the City Auditor within ten (10) days after receipt
23 of the notice of such denial, suspension or revocation. The Board of City Commissioners may
grant such license, confirm any suspension or revocation, or reinstate any such license. The
action taken by the Board of City Commission after a hearing shall be final, subject to appeal
pursuant to North Dakota Century Code Ch. 28-34.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Penalty.

1 A person who willfully violates this ordinance is guilty of a Class B misdemeanor. Every person,
2 firm or corporation violating an ordinance which is punishable as a Class B misdemeanor shall be punished
3 by a fine not to exceed \$1,500.00, or by imprisonment not to exceed 30 days, or by both such fine and
4 imprisonment, in the discretion of the court; the court to have power to suspend said sentence and to revoke
5 the suspension thereof. In addition to such fine and/or imprisonment, the court, in its discretion, may
6 assess a fee in an amount not to exceed \$25.00 as provided in section 27-01-10, N.D.C.C.

Section 3. Effective Date.

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

9
10
11 (SEAL)

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

12 Attest:

13
14 _____
Steven Sprague, City Auditor

15 First Reading:
16 Second Reading:
17 Final Passage:
18 Publication:
19
20
21
22
23

COMMISSIONER _____ introduced the following resolution and moved its adoption:

RESOLUTION

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

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

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

WHEREAS, Article 3(G) of the Home Rule Charter of the City of Fargo, North Dakota grants the City of Fargo power to provide for the adoption, amendment, and repeal of ordinances and resolutions, and regulations to carry out its governmental and proprietary powers and to provide for public health, safety, morals, and welfare, and penalties for a violation thereof; and

WHEREAS, The City of Fargo has adopted an ordinance enacting Article 25-04 of Chapter 25 of the City of Fargo Municipal Code relating to Taxi Cabs and Vehicles for Hire; and

WHEREAS, Section 25-0406 of the Taxi Cabs and Vehicles for Hire ordinance states that the fee required shall be set by resolution by the Board of City Commissioners; and

WHEREAS, The Board of City Commissioners wishes to have uniformity in the fee structure; and,

WHEREAS, The Board of City Commissioners is desirous of setting the fees in a fair and equitable manner.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO that the rates and license fees for the Taxi Cabs and Vehicles for Hire shall be set as follows:

Meter Rates:

Hourly Rate

\$ 43.00

Flag Drop and first 1/8 th mile	\$ 5.50
Mileage Rate – Days	\$ 1.95
Mileage Rate – Nights (9 pm – 4 am)	\$ 2.65
Application Fee (includes 3 decals)	\$ 100.00
Renewal Fee (includes 3 decals)	\$ 100.00
Additional decals each	\$ 10.00
Reinstatement Fee	\$ 250.00

Dated this ____ day of _____, 2023.

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by COMMISSIONER _____, and upon roll call vote, the following voted in favor thereof: COMMISSIONERS _____. The following were absent and not voting: _____, and the following voted against the same: _____, whereupon the resolution was declared duly passed and adopted.



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

(2)

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

Full, Legal Name of Gaming Organization

Fargo Youth Hockey Association

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

Name of Location Dogleg North			
Street 2100 Broadway N	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 1/24/2023	Ending Date(s) Authorized 6/30/2023	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted and played at the site (required) Next to bar against west wall			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)	
☐ Bingo ☐ ELECTRONIC Quick Shot Bingo ☐ Raffles ☐ ELECTRONIC 50/50 Raffle ☐ Pull Tab Jar ☐ Pull Tab Dispensing Device ☒ ELECTRONIC Pull Tab Device	☐ Club Special ☐ Tip Board ☐ Seal Board ☐ Punchboard ☐ Prize Board ☐ Prize Board Dispensing Device
☐ Sports Pools ☐ Twenty-One ☐ Poker ☐ Calcuttas ☐ Paddlewheels with Tickets ☐ Paddlewheel Table	

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 1/23/2023
PRINT Name and official position of person signing on behalf of city/county above Steve Sprague/City Auditor	

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (09-2021)

Cash
25.00
1/6/23

30

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

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

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

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

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

Name of Organization or Group of People permit is issued to St. John Paul II Catholic Schools	Dates of Activity Feb 9, 2023	If raffle, provide drawing date Feb 9, 2023	
Organization or Group Contact Person Liz Bassett	Title or Position Special Events Coordinator	Telephone Number 701-893-3242	
Business Address 5600 25th Street S.	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) JPII Catholic Schools			
Site Address 5600 25th Street S.	City Fargo	ZIP Code 58104	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle 50/50	\$2,500	\$2,500
Total (limit \$40,000 per year)		\$2,500

Intended Uses of Gaming Proceeds help purchase items needed by Nativity Elementary School	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded) ☐ No ☒ Yes - Total Retail Value: \$10,700 (This amount is part of the total prize limit of \$40,000 per year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.) ☐ Yes ☒ No	

Organization or Group Contact Person

Name Liz Bassett	Title Special Events Coordinator	Telephone Number 701-893-3242	E-mail Address liz.bassett@jp2schools.org
Signature of Organization or Group's Top Official 		Title Special Events Coordinator	Date 1/5/2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

(36)

25.00

1/9/23

Applying for (check one)

☒ Local Permit☐ Restricted Event Permit*

Games to be Conducted

☐ Raffle by a Political or Legislative District Party☒ Bingo☐ Raffle☐ Raffle Board☐ Calendar Raffle☐ Sports Pool☐ Poker*☐ Twenty-One*☐ Paddlewheels*

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

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

Name of Organization or Group of People permit is issued to Eagles Elementary PTA	Dates of Activity 2/9/22	If raffle, provide drawing date	
Organization or Group Contact Person Sascha Cariveau	Title or Position PTA president	Telephone Number 218-230-3708	
Business Address 3502 University Drive	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) Eagles Elementary School			
Site Address 3502 University Drive	City Fargo	ZIP Code 58104	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Bingo	proceeds for student activities such as a math/literacy night	500
Total (limit \$40,000 per year)		500

Intended Uses of Gaming Proceeds

proceeds for student activities and literacy night

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Organization or Group Contact Person

Name Sascha Cariveau	Title PTA president	Telephone Number 218-230-3708	E-mail Address eagleacespta@gmail.com
Signature of Organization or Group's Top Official 		Title PTA president	Date 12/05/22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

Cash
25.00
1/13/23

(30)

Applying for (check one)

☒ Local Permit

☐ Restricted Event Permit*

Games to be Conducted

☐ Raffle by a Political or Legislative District Party

☐ Bingo

☐ Raffle

☒ Raffle Board

☐ Calendar Raffle

☐ Sports Pool

☐ Poker*

☐ Twenty-One*

☐ Paddlewheels*

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

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

Name of Organization or Group of People permit is issued to NDSU Saddle and Sirloin	Dates of Activity	If raffle, provide drawing date 4/12/2023	
Organization or Group Contact Person Emma Honeyman	Title or Position	Telephone Number 701-690-1161	
Business Address Hultz Hall 1300 Albrecht Blvd	City Fargo	State ND	ZIP Code 58105
Mailing Address (if different) Dept. of Animal Sciences Dept 7630, PO Box 6050	City Fargo	State ND	ZIP Code 58108-6050
Site Name (where gaming will be conducted) Shepperd Arena			
Site Address 1350 Albrecht Blvd	City Fargo	ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle Board	Cash	10,000
Total (limit \$40,000 per year)		10,000

Intended Uses of Gaming Proceeds Benefit for family
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded) ☐ No ☒ Yes - Total Retail Value: <u>10,000 2000</u> (This amount is part of the total prize limit of \$40,000 per year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.) ☐ Yes ☒ No

Organization or Group Contact Person

Name Emma Honeyman	Title	Telephone Number 701-690-1161	E-mail Address Emma.Honeyman@ndsu.edu
Signature of Organization or Group's Top Official <i>Emma Honeyman</i>		Title President	Date 1/11/2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

\$25.00
cc
1-13-23

(3d)

Applying for (check one)	
☒ Local Permit	☐ Restricted Event Permit*
Games to be Conducted	
☐ Bingo	☒ Raffle
☐ Raffle Board	☐ Calendar Raffle
☐ Sports Pool	☐ Poker*
☐ Twenty-One*	☐ Paddlewheels*

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

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

Name of Organization or Group of People permit is issued to	Dates of Activity	If raffle, provide drawing date	
Saddle and Sirloin Club (NDIV) Little International	2-11-23	2-11-23	
Organization or Group Contact Person	Title or Position	Telephone Number	
Delaney Scanlon	Fundraising Co-Chair	701-527-9425	
Business Address	City	State	ZIP Code
1300 Albrecht Blvd N	Fargo	ND	58102
Mailing Address (if different)	City	State	ZIP Code
Email: dscanlon@hotmail.com			
Site Name (where gaming will be conducted)			
Shepperd Avenue on NDIV Camp V5			
Site Address	City	ZIP Code	County
1350 Albrecht Blvd N	Fargo	ND	58102

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
NO/NO raffle	CASH	\$2,000 X
Total (limit \$40,000 per year)		\$2,000

Intended Uses of Gaming Proceeds	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
☐ Yes	☒ No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)	
☐ Yes	☒ No
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)	
☒ No	☐ Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)	
☐ Yes	☒ No

Organization or Group Contact Person

Name	Title	Telephone Number	E-mail Address
Delaney Scanlon	Fundraising Co-Chair	701-527-9425	delaney.scanlon@ndiv.edu
Signature of Organization or Group's Top Official		Title	Date
James Kusch		Co-Advisor	1/11/2023



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

(3e)

 2/19/23
 25.00
 1/17/23

Applying for (check one)

☒ Local Permit
 ☐ Restricted Event Permit*
Games to be Conducted ☐ Raffle by a Political or Legislative District Party
☐ Bingo
 ☒ Raffle
 ☐ Raffle Board
 ☐ Calendar Raffle
 ☐ Sports Pool
 ☐ Poker*
 ☐ Twenty-One*
 ☐ Paddlewheels*

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

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

Name of Organization or Group of People permit is issued to <i>Muskies Inc. 7. m. Chapter</i>	Dates of Activity <i>2-9-2023</i>	If raffle, provide drawing date <i>2-9-2023</i>	
Organization or Group Contact Person <i>Richard A. Eagleson</i>	Title or Position <i>club treasurer</i>	Telephone Number <i>701-237-4801</i>	
Business Address <i>909 Page Dr.</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58103</i>
Mailing Address (if different) <i>Same</i>	City	State	ZIP Code
Site Name (where gaming will be conducted) <i>RAMADA Fargo</i>			
Site Address <i>3333 13th Ave S.</i>	City <i>Fargo ND</i>	ZIP Code <i>58103</i>	County <i>CASS</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	List Attached	\$ 7224.00
Total (limit \$40,000 per year)		\$ 7224.00

Intended Uses of Gaming Proceeds

to promote muskie Research, Stocking, Youth Fishing, Donations

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

☐ Yes
 ☒ No

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

☐ Yes
 ☒ No

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

☐ No
 ☒ Yes - Total Retail Value: *1,000.00* (This amount is part of the total prize limit of \$40,000 per year)

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

☐ Yes
 ☒ No

Organization or Group Contact Person

Name <i>Rick Eagleson</i>	Title <i>club treasurer</i>	Telephone Number <i>701-237-4801</i>	E-mail Address <i>REagle2481@Aol.com</i>
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title <i>club treasurer</i>	Date <i>1-13-2023</i>



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

LICENSING SECTION

SFN 9338 (09-2021)

(3f)

✓1159
25.00
1/19/23

Applying for (check one)

☒ Local Permit☐ Restricted Event Permit*

Games to be Conducted

☐ Raffle by a Political or Legislative District Party☐ Bingo☒ Raffle☐ Raffle Board☐ Calendar Raffle☐ Sports Pool☐ Poker*☐ Twenty-One*☐ Paddlewheels*Poker, Twenty-One, and Paddlewheels may be conducted **Only** with a Restricted Event Permit. Only one permit allowed per year.**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS.**

Name of Organization or Group of People permit is issued to Warm Blanket Hugs	Dates of Activity 2/1/23-3/5/23	If raffle, provide drawing date March 5th, 2023	
Organization or Group Contact Person Wendy Allen	Title or Position Executive Director	Telephone Number 701-866-3941	
Business Address 4201 38th Street South #205	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code
Site Name (where gaming will be conducted) NorthPointe Insurance			
Site Address 4201 38th Street South #205	City Fargo	ZIP Code 58104	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Designer Purse Raffle	Michael Kors Top Zip Tote	\$228.00
Total (limit \$40,000 per year)		\$228.00

Intended Uses of Gaming Proceeds

Proceeds going to Crown CARES

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

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

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

☐ Yes ☒ No

Organization or Group Contact Person

Name Wendy Allen	Title Executive Director	Telephone Number 701-866-3941	E-mail Address wendyjallen3@gmail.com
Signature of Organization or Group's Top Official Wendy Allen		Title Executive Director	Date 01/17/23



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (09-2021)

308

Applying for (check one)	
☒ Local Permit	☐ Restricted Event Permit*
Games to be Conducted	
☐ Raffle by a Political or Legislative District Party	
☐ Bingo	☒ Raffle
☐ Raffle Board	☐ Calendar Raffle
☐ Sports Pool	☐ Poker*
☐ Twenty-One*	☐ Paddlewheels*

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

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

Name of Organization or Group of People permit is issued to Fargo Moorhead Chapter #246 of the National Association of Women in Construction		Dates of Activity March 9, 2023		If raffle, provide drawing date March 9, 2023	
Organization or Group Contact Person Jennifer Erickson		Title or Position Treasurer		Telephone Number 701-566-2954	
Business Address 657 2nd Ave N Unit 763		City Fargo		State ND	ZIP Code 58107
Mailing Address (if different) PO Box 763		City Fargo		State ND	ZIP Code 58107
Site Name (where gaming will be conducted) The Hall at Fargo Brewing Company					
Site Address 610 University Dr N		City Fargo		ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 raffle--cash prize		500.00
Total (limit \$40,000 per year)		500.00

Intended Uses of Gaming Proceeds Scholarships for students pursuing careers in construction	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)	
☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? (If yes, the organization or group does not qualify for a local permit or restricted event permit)	
☐ Yes ☒ No	
Has the organization or group received a local permit from any city or county for the fiscal year July 1-June 30? (If yes, indicate the total retail value of all prizes previously awarded)	
☒ No ☐ Yes - Total Retail Value: (This amount is part of the total prize limit of \$40,000 per year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be used for political purposes.)	
☐ Yes ☒ No	

Organization or Group Contact Person

Name Jennifer Erickson	Title Treasurer	Telephone Number 701-566-2954	E-mail Address jennifer@oecscomply.com
Signature of Organization or Group's Top Official 		Title Treasurer	Date 1/13/2023



MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

DATE: January 19, 2023

RE: Mailing Services – RFP23024

Commissioners:

On January 11th, 2023, proposals were received for the City of Fargo Mailing Services. This allows City Departments to bring outgoing mail to a central mailroom to be picked up, processed, and delivered to USPS. Two proposals were submitted by two separate vendors.

Vendors were as follows:

American Mail House

Forum Communications Printing

Each proposal was evaluated based on cost of Presort and Full Rate letters, Flats, Packages, Pick up fees and previous experience. During the review of each proposal, it was determined that both proposals were compliant. A cost evaluation summary is attached for your convenience. Our recommendation based on the proposal, is to enter into the initial five-year agreement with American Mail House.

Recommended Motion:

Approve the recommendation to enter into a five-year contract agreement with American Mail House for the cost provided within the proposal.

Respectfully Submitted,

Steve Sprague
City Auditor

CITY OF FARGO REQUEST FOR PROPOSALS MAILING SERVICES

The City of Fargo is seeking proposals for qualified and experienced companies to provide mailing services to City Hall.

Proposals should be submitted to:

City of Fargo Auditor's Office
225 4th Street North
Fargo, ND 58102

Proposals will be accepted until Wednesday, January 11, 2023 by 2:00 PM. Please include "Mailing Services RFP" on the outside of your envelope. For questions, contact Steve Sprague, City Auditor at 701-241-1301.

The primary purpose of the request for proposals (RFP) is to enter into an agreement with a contractor to pick up out bound mail from City Hall, apply all appropriate postage, maintain accurate billing records and deposit out bound mail with the Postal Services on a daily basis (M-F).

The daily mail will consist of a mixed mailing from single sheet letters to multiple sheet envelopes and flats. Some mail will be sealed while others will be unsealed. Occasionally the contractor will be requested to fold stuff and insert mail pieces. Approximately \$5,000 of postage is applied each month.

Proposals should separate the cost of handling the mail along with an estimate of the cost of the postage to be applied or anticipated savings to the City. The City can provide a deposit for the postage or pay the postage based on a monthly billing.

The initial contract will be for five (5) years, with the option to extend for three (3) additional years. Proposals should detail the handling cost for each year. The anticipated start date is February 1, 2023. Either party may terminate the contract with a 60 day notice.

(December 21 & 28, 2022)

**Request for Proposals
2023 Mailing Services**

RFP23024

Auditors Dept

Proposal Evaluation Summary

	Presort	Full rate				Flats			Pick up Fee
		1 oz	2 oz	3 ox	3.5 oz	1-11 oz	12oz +		
Forum Communications	Presort + \$.01	\$ 0.60	\$ 0.84	\$ 1.08	\$ 1.32	\$ 0.05	\$ 0.25		5/ day
	Current \$.546								
American Mail	Presort + \$.01	\$ 0.60	\$ 0.84	\$ 1.08	\$ 1.32	\$ 0.15	\$ 0.15		130/ mo
	Current \$.546								

Mailing Services Agreement- January 2023

I. Agreement

This agreement is between the City of Fargo (City) and American Mail House (Contractor) to provide mailing services for the City. This agreement shall commence upon signing by both parties and expire on December 31, 2027. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for three (3) additional one (1) year extensions, provided the negotiated extension is signed by both parties on or around January 1st of the contract year.

II. Scope of Services Summary

Work shall include all labor, materials, equipment, supplies and services required for the processing of daily City mail.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

Contractor will bill monthly for services rendered. Billing for special mailing can be submitted upon completion of special mailing project. Pricing to follow USPS rate changes and may be adjusted as needed. Service charges to be negotiated annually.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving thirty (30) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City a Certificate of insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or its authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

This agreement constitutes the entire agreement between the parties.

XIII. Law

This Agreement shall be construed under and in accordance with the laws of the State of North Dakota.

XIV. Time of the Essence

Time is of the essence of all provisions of this Agreement except as may be otherwise specifically stated herein.

XV. Third Parties

There are no third-party beneficiaries of this Agreement and except by way of assignment, no third-party may acquire any rights or incur any liabilities hereunder.

XVI. Headings

The subject headings of the paragraphs of this agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of any of its provisions.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 1/12/23

CONTRACTOR



(Signature)

Date: _____

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

(Mayor Signature)

ATTEST:

City of Fargo
Mail Service Proposal

American Mail House, Inc. (AMH herin) proposes a Mail Service Agreement to City of Fargo (COF herin).
AMH agrees to provide the following services:

Metering and sorting letter size mail at \$.60 per 1oz piece,
Metering and sorting letter size mail at \$.84 per 2oz piece (current avg is under 10/day).
Cost per piece will reflect current USPS first class rates for metered letter size mail with no metering fee.
Letters weighing more than 2oz but less than 3.5oz meeting letter requirements will be \$.84 each.
Letter size mail must be no greater than 1/4 inch thick and weigh 3.5oz or less.

Metering flat size mail at current USPS first class rates plus a service charge of \$.15 each (current avg is 10/day).

Metering of priority, parcel and certified mail requiring zone lookup at current USPS first class rates
plus a service charge of \$.50 each (current avg is 4/day).

Express Mail metering at actual postage plus \$1.00 each with no guarantee of delivery before cutoff times at Post Office.
In our experience, UPS or Fed Ex has better tracking and delivery for next day or 2 day delivery needs.

A monthly service charge of \$130.00 for mail pickup and accounting purposes.

Estimated avg monthly handling costs based on history:

\$0.00	Letters	
\$3.50	Flats, parcels, priority, certifieds etc.	
<u>\$130.00</u>	Daily mail pickup and accounting	Estimates for volume based off Jan-Nov of 2022
\$133.50	Total estimated monthly charges	

No annual increase in service charges.

\$4,615.00 Total estimated postage per month based on past usage and USPS rates

Our courier will pick up outgoing mail at approx 3:15PM Monday through Friday excluding National Holidays
or any day the USPS will not accept presorted mail.

On heavy mail days we ask that COF notify AMH and accommodate possible early pickups throughout the day
at the discretion of AMH.

Presorted mail will be sorted on our MLOCR and all mail will be submitted to the Fargo Post Office.

AMH will provide monthly printouts of daily postage costs and services for each department and/or projects.

AMH will invoice COF on a monthly basis to replenish prepaid account .

AMH will provide COF with USPS equipment for mail handling and department slips (pdf file).

City of Fargo agrees to the following:

COF agrees to deposit on account for monthly postage costs and services.

AMH requests that unmetered mail be separated as sealed and unsealed and postage paid mail separated.

COF is aware the USPS requires customers who presort mail to maintain and update their database once every 95 days.

COF or AMH may apply a service endorsement ie "Return Service Requested" or any other USPS
approved endorsement on all outgoing presorted mail.

Please contact AMH for other options.

References provided upon request.

Proposal Submitted by Dawn Hudson

1/3/23

American Mail House Inc
2615 N University Dr
Fargo ND 58102

Steve Sprague

From: Dave Hudson <ammhouse@gmail.com>
Sent: Thursday, January 19, 2023 8:27 AM
To: Steve Sprague
Subject: Re: RFP clarification

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

Steve
Sorry for the confusion on the RFP, I didn't explain very well and thank you for letting me clarify.
The cost per letter size mail would be whatever the current presort rate is plus \$.01.

The presort rate for letters from 1 ounce to 3.5 ounce will be \$.546 beginning 1.23.23.
City of Fargo would be charged $\$.546 + \$.01 = \$.556$ per letter size piece for any letter that qualifies for presort, which is around 99% of your letter size mail.

The cost of full rate metered letters on 1.23.23 will be as follows:

\$.60 - 1 ounce
\$.84 - 2 ounce
\$1.08 - 3 ounce
\$1.32 - 3.5 ounce

Let me know if this makes sense or if you need something else explained.

Thank you

Dave Hudson
American Mail House Inc
PO Box 2162
2615 N University Dr
Fargo ND 58102
Ph 701-237-4248
Cell 701-361-6582
Fax 701-237-4306

On Wed, Jan 18, 2023 at 9:51 AM Steve Sprague <SSprague@fargond.gov> wrote:

Dave – I need clarification on your RFP – your top line says \$.60 per 1 oz piece – do you have a price not identified in the RFP for Pre Sort?

Steve

From: auditor.scanner@cityoffargo.com <auditor.scanner@cityoffargo.com>
Sent: Wednesday, January 18, 2023 9:45 AM
To: Steve Sprague <SSprague@FargoND.gov>
Subject: Attached Image

19 January 2023

5

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

RE: Electrical Services – RFP23014

Fargo City Commissioners,

At its August 8, 2022 meeting, the City Commission unanimously approved a bid award for modular walls to begin the construction of a Citywide multimedia space. The walls have now been installed and a full scope of electrical services has been assembled to finish the project.

At its January 9, 2023 meeting, the City Commission unanimously approved a Master Services Agreement (MSA) (RFP23014) with Sun Electric to create efficiencies in purchasing and procurement. This Facilities Management-led effort, which was executed in close collaboration with the Finance Department, allows City departments to utilize the MSA for limited-scope electrical projects. It fully met the requirements set forth within the City's purchasing policies via a competitive request for qualifications (RFQ) process.

Sun Electric, Inc. has extensive knowledge working with these modular walls and the existing City facility's infrastructure. Through collaboration with the vendor and the utilization of the approved MSA, the overall cost of the electrical services within the multimedia space would be \$133,583.99. This figure is supported via the approved project budget, which is fully funded through CARES Public Safety Reimbursement.

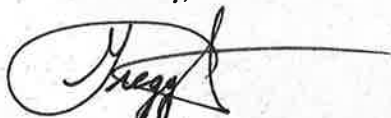
Your approval of this award would be greatly appreciated.

Recommended motion:

Concur with the recommendation of staff and award the contract for electrical services for the Citywide multimedia space to Sun Electric (RFP23014).

Please let me know if you have any questions; thank you for your consideration of this matter.

Sincerely,



Gregg Schildberger
Director of Communications and Governmental Affairs

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(6)

Type: Encroachment Agreement

Location: 704 38th Street North

Date of Hearing: 1/17/2023

<u>Routing</u>	<u>Date</u>
City Commission	1/23/2023
PWPEC File	X
Project File	Kristy Schmidt

The Committee reviewed a communication from Civil Engineer, Kristy Schmidt, regarding an Encroachment Agreement at 704 38th Street North.

TD Companies recently purchased property at 704 38th Street North and is requesting an Encroachment Agreement for the paved surface in the ROW. The previous owner, Dakota Boys and Girls Ranch, was granted an agreement for this paved surface last February.

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

- Hold the City harmless against any and all expenses, demands, claims or losses sustained by the City by use of the public right of way by the Encroacher.
- Will be responsible for paying all costs above and beyond those the City would have incurred to return the area to a vegetated surface in association with future improvement districts.
- Agreement expires upon sale or transfer of the property.
- Application fee for the encroachment in the amount of \$500.
- Annual fee in the amount of \$1460.

On a motion by Bruce Grubb, seconded by Steve Sprague, the Committee voted to recommend approval of the Encroachment Agreement contingent upon the above criteria.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: None

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

Yes	No
	N/A
	N/A
	N/A

COMMITTEE

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

Present	Yes	No	Unanimous
☒	☒	☐	☒
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	

ATTEST:

C: Kristi Olson


 Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, CE II
Date: January 9, 2023
Re: Encroachment Agreement - 704 38th Street North - Paved Boulevard

Background:

TD Companies recently purchased property at 704 38th Street North and is requesting an Encroachment Agreement for the paved surface in the ROW. This existing paved area shown (see attachment) in the ROW is being used as parking. The previous owner, Dakota Boys and Girls Ranch, was granted an agreement for this paved surface last February.

Staff is recommending formalizing the existing encroachment with an Encroachment Agreement with the following stipulation:

- Hold the City harmless against any and all expenses, demands, claims or losses sustained by the City by use of the public right of way by the Encroacher.
- Will be responsible for paying all costs above and beyond those the City would have incurred to return the area to a vegetated surface in association with future improvement districts.
- Agreement expires upon sale or transfer of the property.
- Pay \$500 processing fee.
- Pay \$1460 annual fee.

Recommended Motion:

Approve the Encroachment Agreement at 704 38th Street North.

Attachments

ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into by and between **TD Companies, LLC d/b/a TD COMPANIES, LLC – 7TH AVE – SERIES 2**, a North Dakota limited liability company (“TD Companies” or “Owner”) and the **CITY OF FARGO**, a North Dakota municipal corporation, (hereinafter referred to as "City"),

WITNESSETH:

WHEREAS, TD Companies desires to encroach on a portion of City public right of way (“PROW”) (the Encroachment Area is more fully described below) to maintain a paved parking surface; and,

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

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

WHEREAS, TD Companies has agreed to execute this encroachment agreement

("Agreement") required by City to permit private facilities to encroach on the PROW.

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

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

Part of Lots 12 and 13 of Arndts-Devener Subdivision, to the City of Fargo, situate in the County of Cass and the State of North Dakota

Described as following: commencing at southwest corner of Lot 12, then on an assumed bearing of north 00 degrees 03 minutes 45 seconds west along west line of Lot 12 of a distance of 316.51 feet, then south 88 degrees 40 minutes 51 seconds east 382.55 feet to point of beginning, then continuing south 88 degrees 40 minutes 51 seconds east 310.08 feet, then south 00 degrees 00 minutes 00 seconds west 136.29 feet, then north 90 degrees 00 minutes 00 seconds west 185 feet, then north 88 degrees 40 minutes 51 seconds west 125 feet, then north 00 degrees 00 minutes 44 seconds west 140.55 feet to point of beginning.

("Property").

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

That part of 38th Street North, dedicated as a public street to the City of Fargo, Cass County, North Dakota, described as follows:

That part of Lots 12 and 13, Arndts-Devener Subdivision, in the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Lot 12; thence North 87°47'25" East, along the southerly line of said Lot 12, for a distance of 507.70 feet to the southeast corner of a tract of land described in Document No. 762629, on file at the Cass County Recorder's Office; thence North 03°40'37" West, along the easterly line of said tract, for a distance of 135.96 feet to the true point of beginning; thence continue North 03°40'37" West, along the easterly line of said tract, for a distance of 40.00 feet to the northeast corner of said tract, said point also lying on the southerly line of a tract of land described in Document No. 829770, on file at the Cass County Recorder's Office; thence North 86°28'16" East, along the southerly line of a tract of land described in said Document No. 829770, for a distance of 185.00 feet to the southeast corner of said tract; thence South 02°17'44" West,

for a distance of 40.21 feet; thence South 86°28'16" West for a distance of 180.82 feet to the true point of beginning.

Said tract contains 7,316 square feet, more or less ("Encroachment Area").

3. Upon discontinuance of use of the PROW or removal of any of the paved parking surface, TD Companies shall restore the PROW to greenspace, including establishment of grass, at City direction.

4. The parties further understand and agree that the cost of any repairs to the PROW occasioned by the permitted encroachment shall be TD Companies' sole responsibility, at its sole cost.

5. In the event TD Companies fails to maintain the PROW to City's satisfaction, City agrees to notify TD Companies of the deficiencies. Except in the event of an emergency, as determined by City, TD Companies shall have 10 days in which to undertake the necessary repairs to paved parking surface in the PROW. Failure to complete the repairs in a timely manner shall result in City undertaking the work. The parties understand and agree that City shall assess the costs directly to the Property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Property to recover all costs of the Project, in accordance with North Dakota Century Code Chapter 40-22. Owner waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to North Dakota Century Code § 40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Property. Owner further waives its right to protest the amount, benefit or any other assessment attribute related to the work completed by City. Project costs, which may be assessed against the Owner's Property, include all costs of completing the project, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.

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

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

8. It is specifically understood and agreed that in the event City reconstructs or repairs the roadway in the future above or underground infrastructure adjacent to the Property, City may require removal of the paved parking surface from the PROW. The parties understand and agree that City shall not be responsible for repair or replacement of the paved parking surface in the Encroachment Area; City shall neither repair or replace the paved parking surface nor be responsible for any costs occasioned by the City work in the vicinity of the Encroachment Area.

9. It is further understood and agreed that within ninety (90) days' written notice from City, TD Companies shall remove the paved parking surface from the PROW as directed by City, allowing the City to re-take and to use the PROW. The City's request to remove, relocate, or

restore the paved parking surface will be in the City's sole discretion, but shall not be arbitrary or without good reason. This Agreement does not provide for TD Companies' use of the PROW for a guaranteed minimum duration.

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

11. In the event TD Companies redevelops any portion of these lots, TD Companies understands and agrees that this Agreement shall terminate, and that TD Companies shall be required to remove the paved parking surface and comply with Fargo Municipal Code Ch. 20. TD Companies shall restore this portion of the PROW to greenspace, including establishment of grass, at City direction.

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

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

14. The failure or delay of City to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full

force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right of the City to enforce each and every term of this Agreement.

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

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

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

18. TD Companies agrees to pay City a \$500 processing fee.

19. TD Companies agrees to pay City a \$1,460 annual fee. City will invoice the Owner for the fees and the fees are payable within 30 days of invoice. If payment is not received within 30 days, interest will accrue on any unpaid amounts at a rate of 1 ½% per month, until paid in full.

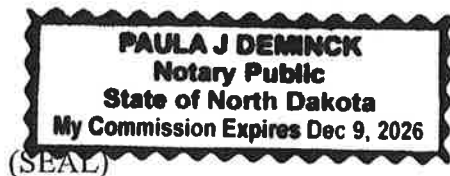
20. **EFFECTIVE DATE.** This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

(Signatures on following pages)

By: _____
Its: President

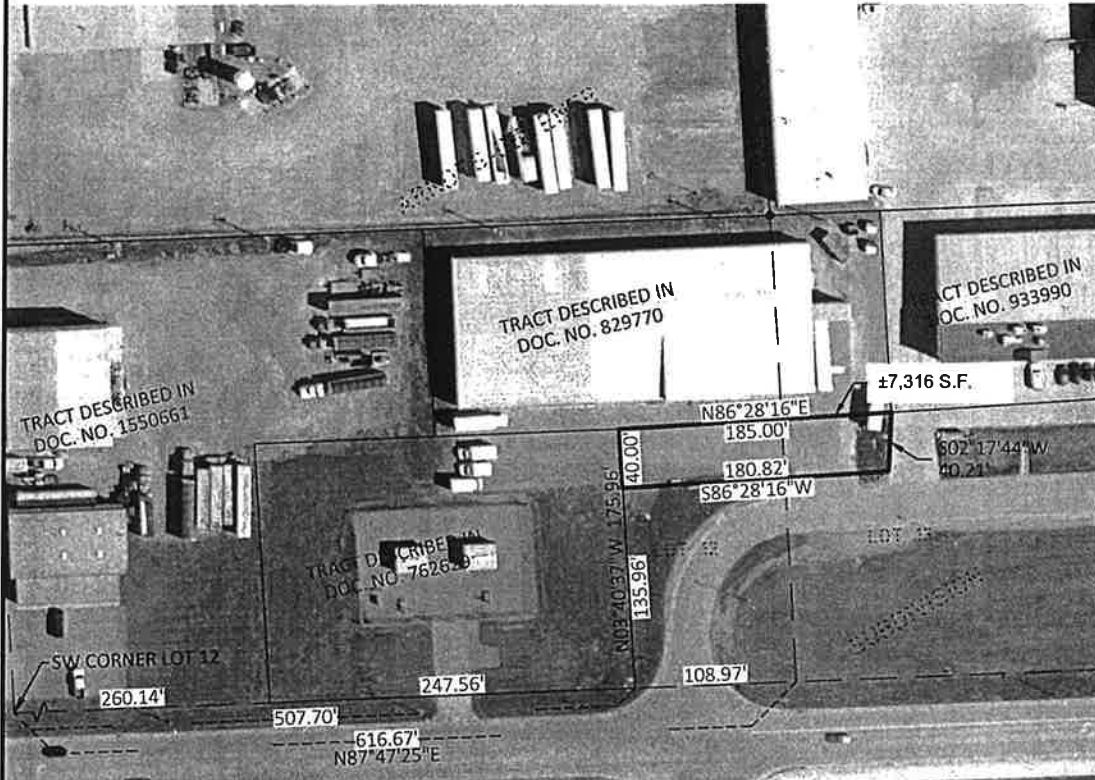
STATE OF NORTH DAKOTA)
) ss
COUNTY OF CASS)

On this 6th day of January, 2023, before me, a notary public in and for said county and state, personally appeared Tori Zimmerman, to me known to be the President of TD Companies, LLC, a North Dakota limited liability company, the entity described in and who executed the within and foregoing instrument and acknowledged to me that said entity executed the same.



Paula J. Dillbeck
Notary Public
Cass County, North Dakota
My Commission expires: December 9, 2026

PART OF LOTS 12 & 13
ARNDTS - DEVENER ADDITION
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



Description (Encroachment Area):

That part of Lots 12 and 13, Arndts-Devener Subdivision, in the City of Fargo, Cass County, North Dakota, described as follows:

Commencing at the southwest corner of said Lot 12; thence North 87°47'25" East, along the southerly line of said Lot 12, for a distance of 507.70 feet to the southeast corner of a tract of land described in Document No. 762629, on file at the Cass County Recorder's Office; thence North 03°40'37" West, along the easterly line of said tract, for a distance of 135.96 feet to the true point of beginning; thence continue North 03°40'37" West, along the easterly line of said tract, for a distance of 40.00 feet to the northeast corner of said tract, said point also lying on the southerly line of a tract of land described in Document No. 829770, on file at the Cass County Recorder's Office; thence North 86°28'16" East, along the southerly line of a tract of land described in said Document No. 829770, for a distance of 185.00 feet to the southeast corner of said tract; thence South 02°17'44" West, for a distance of 40.21 feet; thence South 86°28'16" West for a distance of 180.82 feet to the true point of beginning.



Scale: 1" = 100'

Said tract contains 7,316 square feet, more or less.

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT ENCROACHMENT	

NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF FARGO
GROUND COORDINATE
SYSTEM, DECEMBER 1992.



ENCROACHMENT EXHIBIT

PROJECT NO.
11082-0001

LOTS 12 & 13
ARNDTS-DEVENER ADDITION, CITY OF FARGO, CASS CO., ND

SHEET
1 OF 1

January 17, 2023

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

Re: Urban Plains Land Company LLC - Gift Agreement

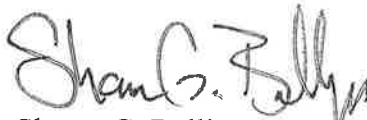
Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval is an original gift agreement document. The City currently has an easement over a portion of the parcel described in the agreement for a sanitary lift station. The gift agreement has been reviewed and the City Engineers office is recommending approval.

RECOMMENDED MOTION: I/we hereby move to approve the gift agreement with Urban Plains Land Company LLC.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Brenda Derrig
Kasey McNary

GIFT AGREEMENT

THIS AGREEMENT ("Agreement") is made this _____ day of January, 2023, by and between **Urban Plains Land Company LLC**, whose address is PO Box 230, Fargo, North Dakota 58107-0230 ("Urban Plains") and **The City of Fargo**, a municipal corporation, whose address is 225 – 4th Street North, Fargo, North Dakota 58102 ("City").

WHEREAS, Urban Plains owns a certain parcel of land legally described as:

Lot Two (2), Block Four (4), Urban Plains By Brandt Second Addition to the City of Fargo, Cass County, North Dakota (the "Property")

WHEREAS, Urban Plains desires to gift and deed the Property to the City and the City desires to receive the Property pursuant to the terms of this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the above Recitals, it is agreed as follows:

1. **Gift.** Urban Plains agrees to execute a quit claim deed, a specimen copy of which is attached to this Agreement as **Exhibit "A"**, deeding the Property to the City. The City shall promptly record the quit claim deed with the county recorder for Cass County, North Dakota.

2. **Charitable Donation.** The City represents to Urban Plains that it is a municipal corporation under North Dakota law. The City and Urban Plains agree that the gift of the Property is solely for public purposes and that Urban Plains has not received and will not receive anything of value from the City in exchange for the gift of the Property. The gift is intended to be a charitable contribution to the City in accordance with the Internal Revenue Code and the parties shall take such actions as necessary to support the charitable contribution in accordance with IRS Rules and Regulations for non-cash charitable contributions, including filing IRS Form 8283.

3. **Taxes and Special Assessments.** Real estate taxes shall be prorated between Urban Plains and the City, based on the most current tax information available from the County Treasurer, as of the date of the conveyance/closing. The City shall be responsible for the special assessments currently certified against the Property. The City shall be responsible for all taxes and special assessments accruing after the date of the conveyance/closing.

4. **Entire Agreement.** This Agreement constitutes the entire and complete agreement between Urban Plains and the City and supersedes any prior oral or written discussions between the parties, or their representatives, with respect to the gift contemplated herein. No change in the terms and conditions of this Agreement shall be enforceable unless in writing and duly executed.

5. **Binding Effect.** All provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors, and assigns.

6. Controlling Law. This Agreement has been made and entered into under the laws of the State of North Dakota and the laws of North Dakota shall control its interpretation.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement the day and year first above written.

URBAN PLAINS LAND COMPANY LLC

By: Michael R. Vannett
Michael R. Vannett
Its President

CITY OF FARGO,

a North Dakota municipal corporation

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

ATTEST:

Steven Sprague, Auditor

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

On this ____ day of January, 2023, before me, a notary public in and for said county and state, personally appeared Dr. Timothy J. Mahoney, M.D. and Steven Sprague, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

Notary Public
Cass County, North Dakota
My commission expires: _____

EXHIBIT "A"

QUIT CLAIM DEED

THIS INDENTURE is made this ____ day of January, 2023, between **Urban Plains Land Company LLC**, a North Dakota limited liability company ("Grantor"), whose address is PO Box 230, Fargo, North Dakota 58107-0230 and **The City of Fargo**, a North Dakota municipal corporation ("Grantee"), whose address is 225 – 4th Street North, Fargo, North Dakota 58102.

For ten dollars and other good and valuable consideration, Grantor does hereby QUIT CLAIM to the Grantee the following described real property in Cass County, North Dakota:

Lot Two (2), Block Four (4), Urban Plains By Brandt Second Addition to the City of Fargo, Cass County, North Dakota,

The legal description was obtained from a previously recorded instrument.

WITNESS, the hand of the Grantor:

**URBAN PLAINS LAND COMPANY
LLC**

By: _____
Michael R. Vannett
President

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

The foregoing instrument was acknowledged before me this ____ day of January, 2023, by Michael R. Vannett, the President of Urban Plains Land Company LLC, a North Dakota limited liability company, on behalf of the company, Grantor.

(STAMP)

Notary Public

I certify that the requirement for a report or statement of full consideration paid does not apply as this transaction is exempt under North Dakota Century Code §11-18-02.2(6)(h).

Signed: _____ Date: _____
Grantee or Agent

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: NR-23-A1 Type: Storm Sewer, Sanitary Sewer & Water Easement
 Location: Drain 27 (LS 47 & 48) Date of Hearing: 1/17/2023

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/23/2023</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding a Storm Sewer, Sanitary Sewer & Water Easement between the City and Southeast Cass Water Resource District (SECWRD).

Engineering has an upcoming project to replace Storm Sewer Lift Stations #47 & #48. The project includes replacing the existing outfalls into SECWRD's Legal Drain 27. Due to the new locations of the outfalls, staff has worked with SECWRD for approval of an easement for them. While reviewing existing easements in the area it was also determined that the sanitary sewer and water main crossing underneath Drain 27 were not within an easement. Therefore, the easement document that has been prepared includes the new storm sewer outfalls as well as the existing sanitary sewer and water main lines.

Staff is recommending approval of the Storm Sewer, Sanitary Sewer and Water Easement.

On a motion by Bruce Grubb, seconded by Ben Dow, the Committee voted to recommend approval of the Storm Sewer, Sanitary Sewer and Water Easement with Southeast Cass Water Resource District.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Storm Sewer, Sanitary Sewer and Water Easement with Southeast Cass Water Resource District.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
☒	☒	☐	☒
☐	☐	☐	
☒	☒	☐	
☒	☒	☐	
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☒	☒	☐	

ATTEST:

Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Nathan Boerboom, Division Engineer

Date: January 6, 2023

Re: Project No. NR-23-A1 - Storm Sewer, Sanitary Sewer & Water Easement
Southeast Cass Water Resource District

Background:

Engineering has an upcoming project to replace Storm Sewer Lift Stations #47 and #48. The project includes replacing the existing outfalls into Southeast Cass Water Resource District's (SE Cass) Legal Drain 27. Due to the new locations of the outfalls, staff has worked with SE Cass for approval of an easement for them. While reviewing existing easements in this area, it was also determined that the sanitary sewer and water main crossing underneath Drain 27 were not within an easement. Therefore, the easement document that has been prepared includes the new storm sewer outfalls as well as the existing sanitary sewer and water main lines.

The next steps for this easement is for the City to approve the easement document (attached) with SE Cass for this project. This project is scheduled to be bid this winter to allow for construction this upcoming summer.

Recommended Motion:

Approve the Storm Sewer, Sanitary Sewer & Water Easement between the City and Southeast Cass Water Resource District.

NAB/klb
Attachments

ACCESS EASEMENT

(Storm Sewer, Sanitary Sewer, and Water Main)

THIS EASEMENT is made this 27 day of December, 2022, by the Southeast Cass Water Resource District, a North Dakota political subdivision, with a post office address of 1201 Main Avenue West, West Fargo, North Dakota 58078-1301 (the "District"); and the City of Fargo, a North Dakota municipal corporation, with a post office address of 225 - 4th Street North, Fargo, North Dakota 58102 (the "City").

RECITALS

A. The District owns, operates, and maintains Cass County Drain No. 27 ("Drain 27"), a legal assessment drain; portions of Drain 27 are located within the City's municipal boundaries.

B. The City wishes to construct, operate, and maintain storm sewer outfalls that will discharge into Drain 27, as well as a sanitary sewer force main and a water main upon, over, in, under, across, and through Drain 27, along with associated appurtenances (collectively, the "City Infrastructure"), all on property owned or controlled by the District.

C. The District has agreed to convey an easement to the City for purposes of the construction, operation, and maintenance of the City Infrastructure, subject to the terms and conditions contained in this Easement.

In consideration of the mutual covenants contained in this Easement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The City Infrastructure Property.** The District grants and conveys to the City a non-exclusive, permanent easement, including the easement rights described in this Easement, upon, over, across, and through the following real property in Cass County, North Dakota:

See survey and legal description attached as **Exhibit A.**

The property described above is the "City Infrastructure Property." The District does not warrant

*Southeast Cass Water Resource District
City of Fargo
Easement - Drain 27
Storm Sewer, Sanitary Sewer, Water Main*

Page 2

fee simple ownership of the City Infrastructure Property and only conveys those rights to the City permitted under North Dakota law that are consistent with the District's rights in the City Infrastructure Property.

2. **Easement Rights.** Under this Easement, the District grants to the City and the City's officers, employees, agents, representatives, consultants, and contractors a permanent and perpetual easement upon, over, in, under, across, and through the City Infrastructure Property for the following purposes: installing, constructing, inspecting, maintaining, reconstructing, altering, repairing, replacing, operating, improving, modifying, and removing the City Infrastructure; excavating, piling, storing, depositing, spoiling, spreading, and removing excavated dirt, soil, clay, silt, or other materials; moving, storing, and removing equipment, materials, and supplies; removing trees, underbrush, obstructions, and any other vegetation, structures, or obstacles from the City Infrastructure Property; and the right to perform any other work necessary and incident to the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the City Infrastructure, together with all necessary and reasonable rights of ingress and egress to and from the City Infrastructure Property. The City is solely responsible for the installation, construction, inspection, maintenance, reconstruction, alteration, repair, replacement, operation, improvement, modification, and removal of the City Infrastructure at the City's sole cost.

3. **Drainage Priority and Use.** The parties understand and agree that Drain 27 is a public facility that provides drainage benefits and other important public benefits to Cass County and its residents, including the City and residents of the City, and further agree the District's use of Drain 27, including the City Infrastructure Property, as a drainage facility takes priority over any other use of the City Infrastructure Property, including the City's use of the City Infrastructure Property for the City Infrastructure.

4. **No Unreasonable Interference.** The District will not unreasonably interfere with the City's easement rights under this Easement. However, the District's priority use of Drain 27 for drainage, flood protection, or other emergency purposes may require and include temporary disruptions or interference with the City's interest in the City Infrastructure Property. The District will use reasonable care to avoid any damages to the City Infrastructure, associated appurtenances, and other storm sewer infrastructure; however, the District will not be liable or responsible for any damages resulting from any construction, cleaning, inspection, reconstruction, modification, operation, maintenance, repair, or improvement of Drain 27 by the District, its officers, agents, representatives, employees, consultants, or contractors. In the event any reconstruction, modification, or improvement of Drain 27 requires any modifications to the City Infrastructure, associated appurtenances, or other storm sewer infrastructure, the City will modify or relocate the City Infrastructure at the City's expense and, if necessary, the parties will amend this Easement for purposes of redefining the "City Infrastructure Property."

*Southeast Cass Water Resource District
City of Fargo
Easement - Drain 27
Storm Sewer, Sanitary Sewer, Water Main*

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5. **Improvements and Repairs to the City Infrastructure Property.** Any improvements or repairs to the City Infrastructure Property are subject to the following:

a. Prior to the City's construction, reconstruction, or other improvements of the City's City Infrastructure, the City must provide plans and specifications to the District, and the District must first give prior written consent to the design of any construction or improvements; the District will not unreasonably withhold consent.

b. The City will operate and maintain the City Infrastructure and related appurtenances at the City's sole cost.

c. The City will obtain the District's prior written consent prior to commencing any structural repairs, modifications, or improvements to the City Infrastructure on or adjacent to the City Infrastructure Property that require excavation; the District will not unreasonably withhold consent.

d. The City will design and construct any and all improvements and required maintenance on the City Infrastructure in a manner that ensures adequate drainage of the City Infrastructure Property, with a finished grade that drains the City Infrastructure Property, and that does not result in ponding in or on Drain 27.

e. With the exception of the City Infrastructure and related appurtenances, the City will not construct any improvements in, upon, under, over, or across any portion of the City Infrastructure Property; the City will not place any fixtures, equipment, or other personal property on any portion of the City Infrastructure Property; the City will not construct or install, or allow construction or installation of, any utility facilities, lines, structures, or associated appurtenances on, over, in, under, through, or across the City Infrastructure Property; the City will not encumber any portion of the City Infrastructure Property; and the City will not otherwise alter any portion of the City Infrastructure Property without prior consent from the District; the District will not unreasonably withhold consent.

f. The City will repair the City Infrastructure Property and will repair or replace any of the District's structures, facilities, right of way, or any other property owned by the District damaged as a result of the City's construction, operation, inspection, maintenance, alteration, repair, replacement, reconstruction, and removal of the City Infrastructure or otherwise damaged as a result of the City's use, access, ingress, and egress granted under this Easement; the City will otherwise repair and return the City Infrastructure Property as nearly as practicable to its original condition following any disturbance or damages, at the City's sole cost.

g. The City will promptly cease any activity and remove any structure or obstruction that interferes with Drain 27 or the District's use of the City Infrastructure Property, at the City's sole cost.

*Southeast Cass Water Resource District
City of Fargo
Easement - Drain 27
Storm Sewer, Sanitary Sewer, Water Main*

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6. **Term.** The rights granted under this Easement are permanent and will only terminate if necessary to protect the integrity of Drain 27; as necessary to comply with any laws, rules, regulations, requirements, or directives of any applicable federal or state agency with regulatory jurisdiction over Drain 27; or in the event of any default by the City not remedied within a reasonable time. In the event of any termination, the District will record an Affidavit of Termination with the Cass County Recorder's Office, and the City will remove any improvements from Drain 27, at the City's sole cost.

7. **Liability.** The City will be solely responsible for all claims, actions, administrative proceedings, judgments, damages, penalties, fines, costs, liabilities, interests, or losses, including costs, expenses, and attorneys' fees, arising out of or as a result of the construction, inspection, maintenance, operation, alteration, repair, replacement, reconstruction, removal, or use of the City Infrastructure by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; any entry upon, use of, or access, ingress, and egress upon, over, or across the City Infrastructure Property by the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees; or any act, error, or omission of the City or the City's officers, consultants, contractors, agents, representatives, employees, or other invitees, including any failure to perform under this Easement.

8. **Compliance with Laws.** The City, at its own cost, is solely responsible for promptly complying with all present and future laws, ordinances, rules, and regulations, and obtaining all necessary licenses, permits, registrations, and/or approvals, from all applicable federal, state, county, and municipal governments and any other applicable governmental entities or political subdivisions, and their appropriate departments, commissions, boards, and officers, regarding the City Infrastructure or the City's other permissible use, access, ingress, and egress rights upon, over, or across any of the City Infrastructure Property.

9. **Forbearance.** The failure or delay of either party to insist on the timely performance of any of the terms of this Easement, or the waiver of any particular breach of any of the terms of this Easement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

10. **Governing Law.** This Easement will be construed and enforced in accordance with North Dakota law.

11. **Interpretation.** This Easement will be construed as if prepared by both parties.

12. **Severability.** If any court of competent jurisdiction finds any provision or part of this Easement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Easement, and all remaining terms and provisions of this Easement will remain binding and enforceable; the parties will reconvene negotiations to arrive, in good faith, at an agreement as to matters remaining undetermined as a result of any finding by a court of competent jurisdiction that any provision or part of this Easement is invalid, illegal, or unenforceable.

*Southeast Cass Water Resource District
City of Fargo
Easement - Drain 27
Storm Sewer, Sanitary Sewer, Water Main*

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13. **Entire Agreement.** This Easement, together with any amendments, constitutes the entire agreement between the parties regarding the matters described in this Easement, and this Easement supersedes all other previous oral or written agreements between the parties.

14. **Assignment.** Neither party may transfer or assign this Easement, or any rights or obligations under this Easement, without the express written consent of the other party.

15. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Easement, or in any amendment, will be binding upon the parties' heirs, successors, and permitted assigns.

16. **Modifications.** Any modifications or amendments of this Easement must be in writing and signed by the District and the City and must be recorded in the Cass County Recorder's Office.

17. **Headings.** Headings in this Easement are for convenience only and will not be used to interpret or construe its provisions.

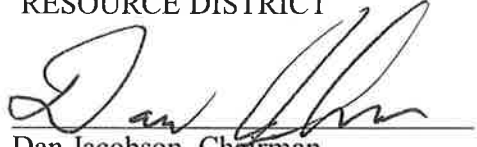
[Signatures appear on the following pages.]

***Southeast Cass Water Resource District
City of Fargo
Easement - Drain 27
Storm Sewer, Sanitary Sewer, Water Main***

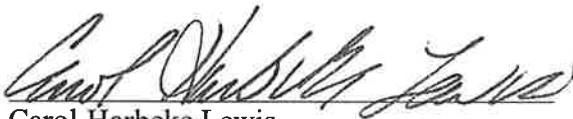
Page 6

SOUTHEAST CASS WATER
RESOURCE DISTRICT

By:

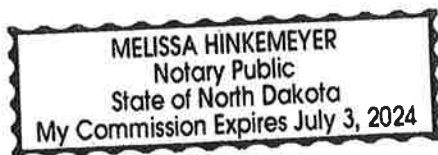

Dan Jacobson, Chairman

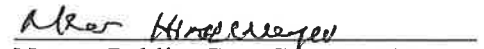
ATTEST:


Carol Harbeke Lewis
Secretary-Treasurer

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

On this 20th day of December, 2022, before me, a Notary Public in and for said County and State, personally appeared Dan Jacobson and Carol Harbeke Lewis, to me known to be the Chair and Secretary-Treasurer, respectively, of the Southeast Cass Water Resource District, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the Southeast Cass Water Resource District.




Notary Public, Cass County, ND

(SEAL)

*Southeast Cass Water Resource District
City of Fargo
Easement - Drain 27
Storm Sewer, Sanitary Sewer, Water Main*

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CITY OF FARGO

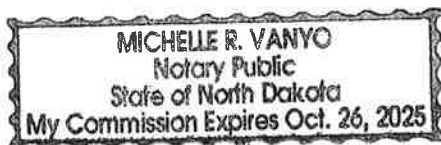
By: 
Timothy J. Mahoney, M.D., Mayor

ATTEST:

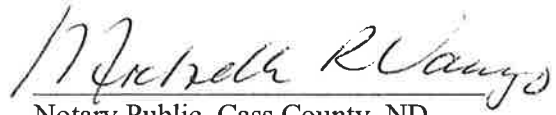

Steven Sprague, City Auditor

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

On this 27 day of December, 2022, before me, a Notary Public in and for said County and State, personally appeared Timothy J. Mahoney, M.D., and Steven Sprague, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, and who executed the foregoing instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo.



(SEAL)


Notary Public, Cass County, ND

The legal descriptions contained in this document were drafted by:

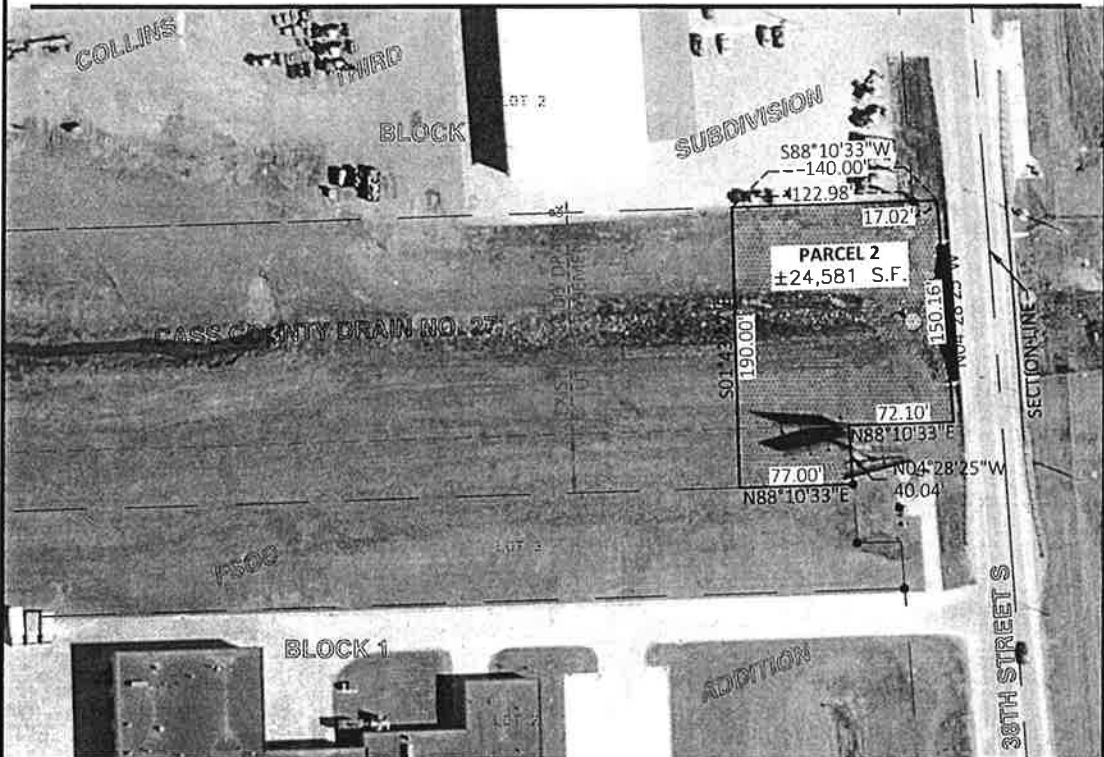
Curtis A. Skarphol, LS-4723
Houston Engineering, Inc.
1401 - 21st Avenue North
Fargo, North Dakota 58102

*Southeast Cass Water Resource District
City of Fargo
Easement - Drain 27
Storm Sewer, Sanitary Sewer, Water Main*

EXHIBIT A

Legal Description and Survey of the City Infrastructure Property

PART OF DRAIN NO. 27
SE 1/4 OF THE SE 1/4, SEC. 27, T. 139N, R. 49W
CITY OF FARGO, CASS COUNTY
STATE OF NORTH DAKOTA



Description- Parcel 2 (Permanent Easement):

That part of the Southeast Quarter of the Southeast Quarter of Section 27, Township 139 North, Range 49 West of the Fifth Principal Meridian, in the City of Fargo, Cass County, North Dakota, described as follows:

Beginning at the northeast corner of Lot 3, Block 1, FSOC Addition to the City of Fargo, said plat being on file at the Cass County Recorder's Office; thence North 04°28'25" West, along the westerly line of 38th Street South, for a distance of 40.04 feet; thence North 88°10'33" East, along the westerly line of 38th Street South, for a distance of 72.10 feet; thence North 04°28'25" West, along the westerly line of 38th Street South, for a distance of 150.16 feet; thence South 88°10'33" West, along the westerly line of 38th Street South to the southeast corner of Lot 2, Block 3, said Collins Third Subdivision; thence South 88°10'33" West, along the southerly line of said Lot 2, for a distance of 122.98 feet; thence South 01°43'47" East for a distance of 190.00 feet to a point of intersection with the northerly line of said Lot 3; thence North 88°10'33" East, along the northerly line of said Lot 3, for a distance of 77.00 feet to the point of beginning.

Said tract contains 24,581 square feet, more or less.

Scale: 1"= 100'

LEGEND

IRON MONUMENT FOUND	•
MEASURED BEARING	S59°27'46"E
MEASURED DISTANCE	105.00'
PLAT BEARING	(N57°00'00"W)
PLAT DISTANCE	(105.00')
PERMANENT EASEMENT	

NOTE: ALL BEARINGS GIVEN ARE
BASED ON THE CITY OF
FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992.



EASEMENT EXHIBIT

PROJECT NO.
6059-0193

DRAIN NO. 27 - STORM SEWER LIFT STATIONS NO. 47 & 48
CITY OF FARGO, CASS CO., ND

SHEET
1 OF 1

H:\JUN\6000\6059\6059_0193 Lift Stations 47 and 48\CAD\Easements\6019-0193 SE Cass WRD Easements.dwg

COVER SHEET
CITY OF FARGO PROJECTS



This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of project as it will appear in the contract:

Concrete Spot Repair

Project No. PR-22-B

Call For Bids	<u>January 23</u>	<u>2023</u>
Advertise Dates	<u>February 1, 8 & 15</u>	<u>2023</u>
Bid Opening Date	<u>March 1</u>	<u>2023</u>
Substantial Completion Date	<u>September 1</u>	<u>2023</u>
Final Completion Date	<u>October 1</u>	<u>2023</u>

<u>N/A</u>	PWPEC Report (Part of 2023 CIP)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Dan Eberhardt)

Project Engineer Jeremy Engquist

Phone No. (701) 241-1545

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

<u>N/A</u>	Create District (Attach Copy of Legal Description)
<u>N/A</u>	Order Plans & Specifications
<u>N/A</u>	Approve Plans & Specifications
<u>N/A</u>	Adopt Resolution of Necessity
<u>N/A</u>	Approve Escrow Agreement (Attach Copy for Commission Office Only)
<u>N/A</u>	Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT
CONCRETE SPOT REPAIR
PROJECT NO. PR-22-B
VARIOUS LOCATIONS - CITY WIDE**

Nature & Scope

The proposed project will include concrete pavement repair and incidentals on streets in various areas in the City.

Purpose

The purpose of the project is to correct deficiencies that have appeared over time. Joint and random spalls, longitudinal and transverse cracking, pavement blowouts, and pavement deterioration are present on these pavement sections. The proposed project will aid in extending the useful life of these streets by restoring the pavement's structural integrity, therefore delaying future deterioration and improving ride quality.

Feasibility

The estimated cost of construction is \$635,575.00. The cost breakdown is as follows:

Paving		
Construction Cost		\$592,125.00
Fees		
Admin	4%	\$23,685.00
Contingency	5%	\$29,606.25
Engineering	10%	\$59,212.50
Interest	4%	\$23,685.00
Legal	3%	\$17,763.75
Total Estimated Cost		\$746,077.50
Funding		
Sales Tax Funds - Infrastructure - 420	100.00%	\$746,077.50

Signing/Striping/Traffic Signals

Construction Cost		\$43,450.00
Fees		

Admin	4%	\$1,738.00
Contingency	5%	\$2,172.50
Engineering	10%	\$4,345.00
Interest	4%	\$1,738.00
Legal	3%	\$1,303.50

Total Estimated Cost		\$54,747.00
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Funding

Utility Funds - Street Lights - 528	100.00%	\$54,747.00
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Project Funding Summary

Sales Tax Funds - Infrastructure - 420	93.16%	\$746,077.50
Utility Funds - Street Lights - 528	6.84%	\$54,747.00

Total Estimated Project Cost		\$800,824.50
-------------------------------------	--	---------------------

This project does not have any alternate or optional containers.

We believe this project to be cost effective.




 Thomas Knakmuhs, PE
 Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

(96)

This sheet must be completed and turned in with all City of Fargo projects. NO items will be accepted by either the City Commission Office or the City Auditor's Office without this cover sheet attached and properly filled out.

Exact, full name of project as it will appear in the contract:

Crack Seal & Level

Project No. PR-23-A

Call For Bids	<u>January 23</u>	<u>2023</u>
Advertise Dates	<u>February 1, 8 & 15</u>	<u>2023</u>
Bid Opening Date	<u>March 1</u>	<u>2023</u>
Substantial Completion Date	<u>June 3</u>	<u>2023</u>
Final Completion Date	<u>July 3</u>	<u>2023</u>

<u>N/A</u>	PWPEC Report (Attach Copy)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>N/A</u>	Notice to Property Owners (Dan Eberhardt)
Project Engineer	<u>Jason Hoogland</u>
Phone No.	<u>(701) 241-1545</u>

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:

<u>N/A</u>	Create District (Attach Copy of Legal Description)
<u>N/A</u>	Order Plans & Specifications
<u>N/A</u>	Approve Plans & Specifications
<u>N/A</u>	Adopt Resolution of Necessity
<u>N/A</u>	Approve Escrow Agreement (Attach Copy for Commission Office Only)
<u>N/A</u>	Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT
CRACK SEAL & LEVEL
PROJECT NO. PR-23-A
CITY WIDE**

Nature & Scope

This project is for routine joint sealing on various roadways throughout the City.

Purpose

To seal the joints which have opened up in the roadways due to freeze/thaw conditions. This has proven to be a very cost effective process. Sealing the joints at this time, prior to roadway deterioration, helps preserve the ride as well as extend the life of the streets.

Feasibility

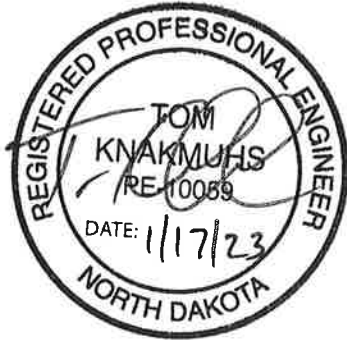
The estimated cost of construction is \$100,000.00. The cost breakdown is as follows:

100% City Funds			
Construction Cost			\$100,000.00
Fees			
Admin	4%		\$4,000.00
Contingency	5%		\$5,000.00
Engineering	10%		\$10,000.00
Interest	4%		\$4,000.00
Legal	3%		\$3,000.00
Total Estimated Cost			\$126,000.00
Funding			
Sales Tax Funds - Infrastructure - 420	100.00%		\$126,000.00

Project Funding Summary			
Sales Tax Funds - Infrastructure - 420	100.00%		\$126,000.00
Total Estimated Project Cost			\$126,000.00

This project does not have any alternate or optional containers.

We believe this project to be cost effective.



A handwritten signature in black ink, appearing to read "T. Knakmuhs", written over a horizontal line.

Thomas Knakmuhs, PE
Assistant City Engineer

(10)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-22-C1

Type: Negative Final Balancing Change Order #2

Location: Madison Park Bike Trail

Date of Hearing: 1/17/2023

RoutingDate

City Commission

1/23/2023

PWPEC File

X

Project File

Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding Negative Final Balancing Change Order #2 in the amount of \$-2,590.40, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-2,590.40, bringing the total contract amount to \$346,338.60.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Key Contracting.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-2,590.40, bringing the total contract amount to \$346,338.60 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: HUD Funds

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

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

N/ACOMMITTEE

Present Yes No Unanimous

✓

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☐☐☐

Steve Dirksen, Fire Chief

☒☒☐

Michael Redlinger, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☐☐☐

Terri Gayhart, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: January 5, 2023
Re: Project No. SR-22-C1 – Negative Final Balancing Change Order #2
Sidewalk & Shared Use Path Rehab/Reconstruction (Madison School)

Background:

City Project No. SR-22-C1 is reconstructing and constructing new pedestrian facilities on School District, Park District, and City property. This project is 100% HUD funded.

Since this is a HUD funded project, we are required to follow HUD guidelines to receive their funding. One of these requirements is that the Contractors working on the project are required to pay their employees the most current Davis Bacon Wages established by the U.S. Department of Labor enacted prior to bidding. When this project went out to bid, an older form of the Davis Bacon wages was included within the bidding documents. This change order swaps out the older Davis Bacon Wage specifications with the most current specification prior to bidding, ND20220054 (Mod No. 5). Additionally, we will be adding a lump sum bid item to pay the Contractor the extra monies needed because the wage specifications are being changed post bid.

Final Balancing Change Order #2 in the amount of \$-2,590.40 pays the Contractor an additional \$965.50 to make up the difference between the change in Davis Bacon Wage specifications and reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Recommended Motion:

Approve Negative Final Balancing Change Order #2 in the amount of \$-2,590.40 to Key Contracting, Inc.

EBH/klb

Attachments:

- Contactor Signed Final Balancing Change Order #2
- Additional Change Order Pay Calculations
- Final Pay Estimate



CHANGE ORDER REPORT
SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION
PROJECT NO. SR-22-C1
MADISON PARK BIKE TRAIL

Final Balancing
Change Order

Change Order No 2 **Change Order Date** 12/20/2022
Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 2

City Project SR-22-C1 is reconstructing and constructing new pedestrian facilities on School District, Park District, and City property. This project is 100% HUD funded. Since this is a HUD funded project, we are required to follow Federal guidelines to receive the funding. One of these requirements is that the Contractors building the project are required to pay their employees the most current Davis Bacon Wages established by the U.S. Department of Labor enacted prior to bidding. When this project went out to bid, and older form of the Davis Bacon wages was included within the bidding documents. This change order swaps out the older Davis Bacon Wage specifications with the most current one prior to bidding, ND20220054 (Mod No. 5). We will be adding a lump sum bid item to pay the Contractor the additional monies needed because the wage specifications were changed post bid. It is understood that by signing this change order, that all additional costs associated with the change in Davis Bacon Wage specifications owed to the Contractor and their subs is settled. Change Order #2: This change order adds a lump sum bid item to pay the Contractor the additional monies owed because of the change in project specifications. See attachment for breakdown of cost.

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 (\$)
Park District	1	F&I Shared Use Path 5" Thick Reinf Conc	SY	1111	0	1130	3	1133	\$99.00	\$297.00
Change Order 2	6	Special Bid Item A	LS	0	0	0	1	1	\$965.50	\$965.50
Park District Sub Total										\$297.00
CDBG Madison Park	12	Temp Construction Entrance	EA	2	0	2	-1	1	\$4,500.00	-\$4,500.00
	13	Sediment Control Log 6" to 8" Dia	LF	535	0	535	-515	20	\$5.00	-\$2,575.00
	14	Inlet Protection - Existing Inlet	EA	8	0	8	-1	7	\$340.00	-\$340.00
Change Order 2 Sub Total										\$965.50

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	16	Rem & Repl Curb & Gutter	LF	48	0	48	27	75	\$120.00	\$3,240.00
	17	F&I Shared Use Path 5" Thick Reinf Conc	SY	820	0	823	19	842	\$99.00	\$1,881.00
	18	F&I Sidewalk 6" Thick Reinf Conc	SY	40	0	40	-13.1	26.9	\$119.00	-\$1,558.90
CDBG Madison Park Sub Total										-\$3,852.90

Summary

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

CDBG

-\$2,590.40

\$0.00

\$348,929.00

\$346,338.60

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

APPROVED

For Contractor

Title

thomas martin

Key Contracting, Inc.

President

APPROVED DATE

Department Head

Mayor

Attest



Key Contracting - Change Order 2 Calculations

Payroll #1: Week Ending 9/25/2022
"No Changes. All employees were paid more than minimum"

Payroll #2: Week Ending 10/2/2022
"No Changes. All employees were paid more than minimum"

Payroll #3: Week Ending 10/9/2022
Changes Needed

Name	# on payroll	Original Rate of Pay	New Rate of Pay	Pay Increase	Hours Worked per Payroll	Net Additional Pay	Totals
Aderson, Treyton C (Lab Group 4)	RT #1	\$26.95	\$27.95	\$1.00	14.33	\$14.33	
Aderson, Treyton C (Cement Finisher)	RT #2	\$38.20	\$39.45	\$1.25	3.00	\$3.75	\$18.08
Briske, Jesse (Cement Finisher)	RT #3	\$38.20	\$39.45	\$1.25	5.00	\$6.25	\$6.25
Ferden, Kristopher K (Cement Finisher)	RT #4	\$38.20	\$39.45	\$1.25	4.00	\$5.00	\$5.00
Flores, Miguel A (Lab Group 4)	RT #5	\$27.05	\$27.95	\$0.90	3.50	\$3.15	\$3.15
Irwin, Cole J (Lab Group 4)	RT #6	\$27.05	\$27.95	\$0.90	28.50	\$25.65	\$25.65
Llomas, Jose (Lab Group 4)	RT #7	\$27.05	\$27.95	\$0.90	13.67	\$12.30	\$12.30
Masters, Garrett JL (Lab Group 4)	RT #8	\$27.05	\$27.95	\$0.90	25.83	\$23.25	\$23.94
Nielsen, Brian (Lab Group 4)	RT #9	\$38.96	\$40.35	\$1.39	0.50	\$0.70	
Nielsen, Brian (Cement Finisher)	RT #10	\$39.75	\$40.35	\$0.60	2.50	\$1.50	\$42.50
Reyes, Sergio A (Lab Group 4)	RT #11	\$27.05	\$27.95	\$0.90	3.50	\$3.15	\$3.15
Van, Tobias J (Cement Finisher)	RT #12	\$38.20	\$39.45	\$1.25	4.00	\$5.00	\$5.00
Subtotal =						\$145.03	

Payroll #4: Week Ending 10/16/2022

Name	# on payroll	Original Rate of Pay	New Rate of Pay	Pay Increase	Hours Worked per Payroll	Net Additional Pay	Totals
Aderson, Treyton C (Lab Group 4)	RT #1	\$26.95	\$27.95	\$1.00	9.67	\$9.67	\$9.67
Briske, Jesse (Cement Finisher)	RT #2	\$38.20	\$39.45	\$1.25	10.50	\$13.13	\$16.88
Briske, Jesse (Carpenter)	RT #3	\$38.20	\$39.45	\$1.25	3.00	\$3.75	

Work Classification	Modification 4 (Bid Specifications)				Modification 5 (New Specifications)			
	Straight Pay Rate	Benefit Rate	Regular Time Rate	Overtime Rate	Straight Pay Rate	Benefit Rate	Regular Time Rate	Overtime Rate
Carpenters	\$30.60	\$7.60	\$38.20	\$53.50	\$31.85	\$7.60	\$39.45	\$55.38
Cement Masons/Finishers	\$30.60	\$7.60	\$38.20	\$53.50	\$31.85	\$7.60	\$39.45	\$55.38
Laborer - Group 1	\$22.65	\$3.15	\$25.80	\$37.13	\$23.65	\$3.15	\$26.80	\$38.63
Laborer - Group 2	\$21.90	\$3.15	\$26.05	\$37.50	\$23.90	\$3.15	\$27.05	\$39.00
Laborer - Group 3	\$23.05	\$3.15	\$26.20	\$37.73	\$24.05	\$3.15	\$27.20	\$39.23
Laborer - Group 4	\$23.80	\$3.15	\$26.95	\$38.85	\$24.80	\$3.15	\$27.95	\$40.35

Note: Treyton's pay was recorded as \$24 but should have been at \$26.95 to meet the original bid Davis Bacon wages.

Note: Brian's pay was recorded as \$26.50 but should have been at \$26.95 to meet the original bid Davis Bacon wages.

Note: Treyton's pay was recorded as \$24 but should have been at \$26.95 to meet the original bid Davis Bacon wages.

Extrada Jr, Jose L (Lab Group 4)	RT	#4	\$27.05	\$27.95	\$0.90	31.50	\$28.35	\$47.49
Extrada Jr, Jose L (Lab Group 4)	OT		-	-	-	-	-	
Extrada Jr, Jose L (Lab Group 4)	RT	#5	\$39.00	\$40.35	\$1.35	10.00	\$13.50	
Extrada Jr, Jose L (Cement Mason)	OT		-	-	-	-	-	
Extrada, Joseph A (Lab Group 4)	RT	#6	\$53.50	\$55.38	\$1.88	3.00	\$5.64	
Extrada, Joseph A (Lab Group 4)	OT		\$27.05	\$27.95	\$0.90	38.00	\$34.20	
Extrada, Joseph A (Lab Group 4)	RT	#7	-	-	-	-	-	\$54.45
Extrada, Joseph A (Lab Group 4)	OT		-	-	-	-	-	
Ferden, Kristopher K (Cement Finisher)	RT	#8	\$39.00	\$40.35	\$1.35	15.00	\$20.25	
Ferden, Kristopher K (Cement Finisher)	OT		\$38.20	\$39.45	\$1.25	10.50	\$13.13	\$13.13
Flores, Miguel (Lab Group 4)	RT	#10	\$27.05	\$27.95	\$0.90	23.50	\$21.15	
Flores, Miguel (Cement Finisher)	OT		\$39.00	\$40.35	\$1.35	14.00	\$18.90	\$40.94
Flores, Miguel (Cement Finisher)	RT	#11	\$38.20	\$39.45	\$1.25	0.71	\$0.89	
Flores, Miguel (Cement Finisher)	OT		-	-	-	-	-	
Gonzalez, Marvin G (Cement Finisher)	RT	#12	\$38.20	\$39.45	\$1.25	9.50	\$11.88	\$13.76
Gonzalez, Marvin G (Cement Finisher)	OT		\$53.50	\$55.38	\$1.88	0.50	\$0.94	
Gonzalez, Marvin G (Cement Finisher)	RT	#13	\$53.50	\$55.38	\$1.88	0.50	\$0.94	
Gonzalez, Marvin G (Cement Finisher)	OT		\$27.05	\$27.95	\$0.90	3.60	\$3.24	\$3.24
Irwin, Cole J (Lab Group 4)	RT	#14	-	-	-	-	-	
Irwin, Cole J (Lab Group 4)	OT		\$26.95	\$27.95	\$1.00	12.67	\$12.67	\$12.67
Kern, Keith A (Lab Group 4)	RT	#15	\$27.05	\$27.95	\$0.90	24.00	\$21.60	\$37.00
Kern, Keith A (Lab Group 4)	OT		\$38.95	\$40.35	\$1.40	11.42	\$15.99	
Kern, Keith A (Lab Group 4)	RT	#16	\$27.05	\$27.95	\$0.90	29.00	\$26.10	
Kern, Keith A (Lab Group 4)	OT		\$38.95	\$40.35	\$1.40	11.00	\$15.40	
Masters, Garrett JL (Lab Group 4)	RT	#17	\$27.05	\$27.95	\$0.90	40.00	\$36.00	\$51.99
Masters, Garrett JL (Lab Group 4)	OT		-	-	-	-	-	
Masters, Garrett JL (Lab Group 4)	RT	#18	\$38.95	\$40.35	\$1.40	11.42	\$15.99	
Masters, Garrett JL (Lab Group 4)	OT		\$27.05	\$27.95	\$0.90	29.00	\$26.10	\$36.10
Morales, Juan A (Cement Finisher)	RT	#20	\$38.20	\$39.45	\$1.25	8.00	\$10.00	
Morales, Juan A (Cement Finisher)	OT		-	-	-	-	-	
Nielsen, Brian (Cement Finisher)	RT	#21	\$38.20	\$39.45	\$1.25	13.50	\$16.88	
Nielsen, Brian (Cement Finisher)	OT		-	-	-	-	-	
Nielsen, Brian (Lab Group 4)	RT	#22	\$27.05	\$27.95	\$0.90	12.50	\$11.25	\$36.55
Nielsen, Brian (Lab Group 4)	OT		-	-	-	-	-	
Nielsen, Brian (Cement Mason)	RT	#23	\$53.50	\$55.38	\$1.88	1.50	\$2.82	
Nielsen, Brian (Lab Group 4)	OT		-	-	-	-	-	
Reyes, Sergio A (Lab Group 4)	RT	#24	\$38.95	\$40.35	\$1.40	4.00	\$5.60	
Reyes, Sergio A (Lab Group 4)	OT		\$27.05	\$27.95	\$0.90	38.00	\$34.20	
Reyes, Sergio A (Lab Group 4)	RT	#25	-	-	-	-	-	\$54.45
Reyes, Sergio A (Lab Group 4)	OT		-	-	-	-	-	
Van, Tobias J (Cement Finisher)	RT	#26	\$39.00	\$40.35	\$1.35	15.00	\$20.25	
Van, Tobias J (Cement Finisher)	OT		\$38.20	\$39.45	\$1.25	10.50	\$13.13	\$13.13
Van, Tobias J (Cement Finisher)	RT	#27	-	-	-	-	-	
Van, Tobias J (Cement Finisher)	OT		-	-	-	-	-	
Subtotal =								\$441.42

Note: Keith's pay was recorded as \$26.79 but should have been at \$26.95 to meet the original bid Davis Bacon wages.

Payroll #5: Week Ending 10/23/2022

Changes Needed

Name	# on payroll	Original Rate of Pay	New Rate of Pay	Pay Increase	Hours Worked per Payroll	Net Additional Pay	Totals
Estrada Jr, Jose L (Lab Group 4)	RT #1	\$27.05	\$27.95	\$0.90	16.50	\$14.85	\$14.85
Estrada, Joseph A (Cement Finisher)	OT #2	\$38.20	\$39.45	\$1.25	2.00	\$2.50	
Estrada, Joseph A (Lab Group 4)	RT #3	\$27.05	\$27.95	\$0.90	36.00	\$32.40	\$48.90
Estrada, Joseph A (Lab Group 4)	RT #4	-	-	-	-	-	
Flores, Miguel (Lab Group 4)	OT #5	\$38.95	\$40.35	\$1.40	10.00	\$14.00	
Flores, Miguel (Lab Group 4)	RT #6	\$27.05	\$27.95	\$0.90	38.00	\$34.20	\$46.35
Gonzalez, Marvin G (Cement Finisher)	OT #7	\$39.00	\$40.35	\$1.35	9.00	\$12.15	
Llamas, Jose (Lab Group 4)	RT #8	\$38.20	\$39.45	\$1.25	7.00	\$8.75	\$8.75
Masters, Garrett JL (Lab Group 4)	OT #9	\$27.05	\$27.95	\$0.90	37.50	\$33.75	\$49.15
Morales, Juan A (Lab Group 4)	RT #10	\$27.05	\$27.95	\$0.90	14.25	\$12.83	\$12.83
Morales, Kian A (Cement Finisher)	OT #11	\$38.20	\$39.45	\$1.25	33.00	\$29.70	\$38.45
Nielsen, Brian (Cement Finisher)	RT #12	\$38.20	\$39.45	\$1.25	7.00	\$8.75	
Nielsen, Brian (Lab Group 4)	OT #13	\$26.95	\$27.95	\$1.00	6.50	\$8.13	
Reyes, Sergio A (Lab Group 4)	RT #14	\$39.75	\$40.35	\$0.60	18.50	\$18.50	\$30.23
	OT #14	\$27.05	\$27.95	\$0.90	6.00	\$3.60	
		-	-	-	31.00	\$27.90	\$27.90
Subtotal =						\$277.40	

Note: Brian's pay was recorded as \$26.50 but should have been at \$26.95 to meet the original bid Davis Bacon wages.

Payroll #6: Week Ending 10/30/2022

Changes Needed

Name	# on payroll	Original Rate of Pay	New Rate of Pay	Pay Increase	Hours Worked per Payroll	Net Additional Pay	Totals
Estrada, Joseph A (Lab Group 4)	RT #1	\$27.05	\$27.95	\$0.90	11.50	\$10.35	\$10.35
Flores, Miguel (Lab Group 4)	OT #2	\$27.05	\$27.95	\$0.90	6.00	\$5.40	\$5.40
Llamas, Jose (Lab Group 4)	RT #3	\$27.05	\$27.95	\$0.90	4.75	\$4.27	\$4.27
Masters, Garrett JL (Lab Group 4)	OT #4	\$27.05	\$27.95	\$0.90	1.25	\$1.13	\$1.13
Morales, Juan A (Lab Group 4)	RT #5	\$27.05	\$27.95	\$0.90	20.00	\$18.00	\$18.00
		-	-	-	-	-	
Subtotal =						\$39.15	

Key Contracting Total = \$903.00

Pro Landscapers - Change Order 2 Calculations

Payroll #1: Week Ending 9/25/2022

Changes Needed

Name	Original Rate of Pay	New Rate of Pay	Pay Increase	Hours Worked per Payroll	Net Additional Pay	Totals
Sbdriel Ruiz Olguin-7694 (Lab Group 1)	O \$37.13	\$38.63	\$1.50	0.5	\$0.75	\$0.75
Armando Cokichando Quiñero-7350 (Lab Group 1)	S -	-	-	-	-	-
Armando Cokichando Quiñero-7350 (Lab Group 1)	O \$37.13	\$38.63	\$1.50	0.5	\$0.75	\$0.75
Josa Alfredo C. Morales-0077 (Lab Group 1)	O \$37.13	\$38.63	\$1.50	0.5	\$0.75	\$0.75
Josa Alfredo C. Morales-0077 (Lab Group 1)	S -	-	-	-	-	-
Jose Paul M. Montoya-5395 (Lab Group 1)	O \$37.13	\$38.63	\$1.50	0.5	\$0.75	\$0.75
Jose Paul M. Montoya-5395 (Lab Group 1)	S -	-	-	-	-	-
Marco Antonio P. Campos-5053 (Lab Group 1)	O \$25.80	\$26.80	\$1.00	0.5	\$0.50	\$0.50
Marco Antonio P. Campos-5053 (Lab Group 1)	S -	-	-	-	-	-
Subtotal =					\$3.50	

Week Ending 10/2/2022

"No Payroll submitted."

Week Ending 10/9/2022

"No Payroll submitted."

Week Ending 10/16/2022

"No Payroll submitted."

Week Ending 10/23/2022

"No Payroll submitted."

Week Ending 10/30/2022

Payroll #2:

Changes Needed

Name	Original Rate of Pay	New Rate of Pay	Pay Increase	Hours Worked per Payroll	Net Additional Pay	Totals
Angel Hernandez-9962 (Lab Group 1)	O \$25.80	\$26.80	\$1.00	10.75	\$10.75	\$10.75
Bernardo Ayala-4680 (Lab Group 1)	O -	-	-	-	-	-
Bernardo Ayala-4680 (Lab Group 1)	S \$25.80	\$26.80	\$1.00	10.75	\$10.75	\$10.75
Jose Alfredo C. Morales-0077 (Lab Group 1)	O -	-	-	-	-	-
Jose Alfredo C. Morales-0077 (Lab Group 1)	S \$25.80	\$26.80	\$1.00	7.25	\$7.25	\$7.25
Marco Campos-5053 (Lab Group 1)	O \$37.13	\$38.63	\$1.50	3.00	\$4.50	\$11.75
Marco Campos-5053 (Lab Group 1)	S \$25.80	\$26.80	\$1.00	7.25	\$7.25	\$7.25
Noel Arvizu-1902 (Lab Group 1)	O -	-	-	-	-	-
Noel Arvizu-1902 (Lab Group 1)	S \$25.80	\$26.80	\$1.00	7.75	\$7.75	\$7.75
Roberto Ramirez-6132 (Lab Group 1)	O -	-	-	-	-	-
Roberto Ramirez-6132 (Lab Group 1)	S \$25.80	\$26.80	\$1.00	10.75	\$10.75	\$10.75
Subtotal =					\$59.00	

Pro Landscapers Total =

\$62.50

Work Classification	Davis Bacon Wages				Modification 5 (New Specifications)			
	Straight Pay Rate	Benefit Rate	Regular Time Rate	Overtime Rate	Straight Pay Rate	Benefit Rate	Regular Time Rate	Overtime Rate
Carpenters	\$30.60	\$7.60	\$38.20	\$53.50	\$31.85	\$7.60	\$39.45	\$55.38
Cement Masons/Finishers	\$30.60	\$7.60	\$38.20	\$53.50	\$31.85	\$7.60	\$39.45	\$55.38
Laborer - Group 1	\$22.65	\$3.15	\$25.80	\$37.13	\$23.65	\$3.15	\$26.80	\$38.63
Laborer - Group 2	\$22.90	\$3.15	\$26.05	\$37.50	\$23.90	\$3.15	\$27.05	\$39.00
Laborer - Group 3	\$23.05	\$3.15	\$26.20	\$37.73	\$24.05	\$3.15	\$27.20	\$39.23
Laborer - Group 4	\$23.80	\$3.15	\$26.95	\$38.85	\$24.80	\$3.15	\$27.95	\$40.35

Change Order 2 Summary	
Contractor	Total (all payrolls)
Key Contracting	\$903.00
Pro Landscapers	\$62.50

Change Order 2 Total = \$965.50



PAY ESTIMATE SHEET
SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION
PROJECT NO. SR-22-C1
MADISON PARK BIKE TRAIL

SR-22-C1
 Pmt #2
 Pmt \$965.50
 Bal \$0.00
 Not Yet Approved

Project No. SR-22-C1
Project Name Sidewalk & Shared Use Path Rehab/Reconstruction
Type Sidewalk/Path New
Description Madison Park Bike Trail
Pay Estimate Number 2
From Date 12/6/2022
To Date 12/21/2022

The Honorable Board of City Commissioners
 Dear Commissioners,

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

1. Contract Work

		Contract		Previous		Current		To Date	
		Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
Park District									
1	F&I Shared Use Path 5" Thick Reinf Conc - CO2	SY	1133	\$99.00	1133	\$112,167.00	0	\$0.00	100%
2	Remove Sidewalk All Thicknesses All Types	SY	1150	\$27.00	1150	\$31,050.00	0	\$0.00	100%
3	Temp Fence - Safety	LS	1	\$7,000.00	1	\$7,000.00	0	\$0.00	100%
4	Mulching Type 1 Hydro	SY	2100	\$1.50	2100	\$3,150.00	0	\$0.00	100%
5	Seeding Type C	SY	2100	\$1.50	2100	\$3,150.00	0	\$0.00	100%
Park District Sub Total						\$156,517.00	\$0.00	\$156,517.00	
CDBG Madison Park									
6	Rem & Repl Curb & Gutter - CO2	LF	75	\$120.00	75	\$9,000.00	0	\$0.00	100%
7	F&I Shared Use Path 5" Thick Reinf Conc - CO2	SY	842	\$99.00	842	\$83,358.00	0	\$0.00	100%

1. Contract Work

		Contract		Previous		Current		To Date	
		Unit	Quantity	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	% Comp.
8	F&I Sidewalk 6" Thick Reinf Conc - CO2	SY	26.9	\$119.00	26.9	\$3,201.10	0	\$0.00	26.9 \$3,201.10 100%
9	Remove Sidewalk All Thicknesses All Types	SY	35	\$18.00	35	\$630.00	0	\$0.00	35 \$630.00 100%
10	F&I Det Warn Panels Cast Iron	SF	40	\$65.00	40	\$2,600.00	0	\$0.00	40 \$2,600.00 100%
11	Salvage & Install Fence	LF	32	\$100.00	32	\$3,200.00	0	\$0.00	32 \$3,200.00 100%
12	Remove Fence	LF	64	\$50.00	64	\$3,200.00	0	\$0.00	64 \$3,200.00 100%
13	Remove Tree	EA	3	\$400.00	3	\$1,200.00	0	\$0.00	3 \$1,200.00 100%
14	F&I Flap Gate 12" Dia Stainless Steel	EA	1	\$3,500.00	1	\$3,500.00	0	\$0.00	1 \$3,500.00 100%
15	F&I Pipe 12" Dia Corr Steel	LF	93	\$111.00	93	\$10,323.00	0	\$0.00	93 \$10,323.00 100%
16	Remove Pipe All Sizes All Types	LF	33	\$58.00	33	\$1,914.00	0	\$0.00	33 \$1,914.00 100%
17	Fill - Import	CY	350	\$45.00	350	\$15,750.00	0	\$0.00	350 \$15,750.00 100%
18	Traffic Control - Type 1	LS	1	\$1,000.00	1	\$1,000.00	0	\$0.00	1 \$1,000.00 100%
19	Temp Construction Entrance - CO2	EA	1	\$4,500.00	1	\$4,500.00	0	\$0.00	1 \$4,500.00 100%
20	Sediment Control Log 6" to 8" Dia - CO2	LF	20	\$5.00	20	\$100.00	0	\$0.00	20 \$100.00 100%
21	Inlet Protection - Existing Inlet - CO2	EA	7	\$340.00	7	\$2,380.00	0	\$0.00	7 \$2,380.00 100%
22	Seeding Type C	SY	2000	\$1.50	2000	\$3,000.00	0	\$0.00	2000 \$3,000.00 100%
23	Mulching Type 1 Hydro	SY	2000	\$1.50	2000	\$3,000.00	0	\$0.00	2000 \$3,000.00 100%
24	Topsoil - Strip & Spread	LS	1	\$28,000.00	1	\$28,000.00	0	\$0.00	1 \$28,000.00 100%
25	F&I Flared End Section 12" Dia Corr Steel	EA	2	\$4,500.00	2	\$9,000.00	0	\$0.00	2 \$9,000.00 100%
CDBG Madison Park Sub Total						\$188,856.10	\$0.00	\$188,856.10	
A. All Contract Work Container Subtotal						\$345,373.10	\$0.00	\$345,373.10	

2. Change Orders

Change Order Item & Quantity Summary										Change Order Item Payment Summary					
Previous Contract Totals				New Contract Totals			Previous			Current			To Date		% Complete
CO# & Category	Line No	Description	Unit	Qty	Price	Unit	Qty	Price	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
Change Order #1															
Net Contract Change: \$0.00															
Change Order #1 Subtotals															
										\$0.00	\$0.00	\$0.00			
Change Order #2															
Net Contract Change: -\$2,590.40															
New	C2	Special Bid Item A	LS	0	\$965.50	LS	1	\$965.50	0	\$0.00	1	\$965.50	1	\$965.50	100%
Change Order #2 Subtotals															
B. All Change Order Work Paid Subtotal															
										\$0.00	\$965.50	\$965.50			
C. All Contract Work Container Subtotal															
										\$345,373.10	\$0.00	\$0.00			
D. Total Contract Work Completed To Date															
										\$345,373.10	\$346,338.60	\$965.50			
E. Total Contract Work Completed This Pay Estimate															
										\$965.50					

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

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

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

Contract Summary	
1. Original Contract Amount	\$348,929.00
2. Net Contract Change by Change Order	-\$2,590.40
3. Current Contract Amount	\$346,338.60
Total Work Completed To Date	
4. Total Contract Work Completed to Date	\$346,338.60
5. Total Contract Work Completed This Pay Estimate	\$965.50
Payment Adjustments	
6. Total Retainage Withheld @ 0% of Total Contract Work Completed to Date	-\$0.00
7. Retainage Release This Pay Estimate	\$0.00
8. Total Payment Adjustments This Pay Estimate	\$0.00
Payment Due Summary	
9. Total Due to Date	\$346,338.60
10. Previous Payments	\$345,373.10
11. Payment Due This Estimate	\$965.50

Original contract amount
Sum of all net change order values
Sum of original contract amount and all change orders

Section 2 of This Estimate, Line D
Section 2 of This Estimate, Line E

Line 4 x 0%
(If Retainage is to be released) = Previous Total Retainage Withheld minus Line 6
Section 3 of This Estimate, Line F

Line 4 + Line 6 + Total Payment Adjustments To Date (Line G, Section Three)
Sum of all previous Payments to Contractor
Line 9 - Line 10

REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

Requesting: CONSULTING ENGINEERING SERVICES

Project No.: SN-23-B0 & SN-25-A0
(RFP 23020A)Location: Along Red River – Harwood Drive to 40th Ave S; and Across Drain 27 between Oakcreek and Timberline
Additions Date of Hearing: 1/10/2023

Requested Services: Environmental Document and Design Services

<u>Routing</u>	<u>Date</u>	
City Commission	1/23/2023	Proposals were received from the
Consultant File		following Consultants for this project:
Project File	X	
Petitioners		Houston Engineering, Inc.
Selection Committee	X	Apex Engineering Group

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

<u>Selection Criteria</u>	<u>Points</u>
Project understanding, issues & approach	10
Past Performance on other local projects	25
Related Experience with Similar Projects	25
Cost Proposal	10
Expertise of the Technical and Professional Engineering Staff	
Assigned to the Project	30
	100

RECOMMENDED MOTION

Concur with consultant selection and recommend contract award for consulting services to Houston Engineering Inc. in the amount of \$116,017 for Project No. SN-23-B0, and in the amount of \$126,996 for Project No. SN-25-A0, with the funding source to be Sales Tax Funds.

PROJECT FINANCING INFORMATION:

Following review of the proposals, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected Houston Engineering, Inc. as the preferred consultants for both Project No. SN-23-B0 and for Project No. SN-25-A0, in the combined amount of \$243,013.

COMMITTEE

Brenda Derrig, City Engineer
Tom Knakmuhs, Assistant City Engineer
Jeremy Gorden, Division Engineer
Kevin Gorder, Division Engineer
Nathan Boerboom, Division Engineer

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
☒	☒	☐	☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	


Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

C: Adam Ruud (Houston Engineering, Inc.)
Matt Kinsella (Apex Engineering Group)



Request for Proposal for Engineering Services for

Improvement District No. SN-23-B0 and Improvement District No. SN-25-A0

**Shared Use Path from Harwood Drive South to 40th Avenue South
Shared Use Path and Concrete Box Culvert in Drain 27 west of 25th Street South**



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

January 5, 2023

City of Fargo
Office of the City Auditor
c/o City Hall
225 4th Street North
Fargo, ND 58102

Subject: Engineering Services for Improvement District Nos. SN-23-B0 and SN-25-A0

Dear Selection Committee:

For years the City of Fargo has worked to create a large network of shared use paths throughout the community. Pedestrians, cyclists, and others can hop on a path in one part of town and travel along the Red River, through neighborhoods, and into commercial developments. Houston Engineering, Inc. (HEI) is proud to have been part of a few of these projects in the past and look forward to partnering with the City once again.

Expertise in Shared Use Paths—Our team has assisted with several shared use path projects in Fargo, including along 52nd Avenue South and at the I-94 and University Drive Interchange where approximately 2.86 miles of shared use paths and a pedestrian underpass were constructed, respectively. Both these projects won the Vision Zero Award from the North Dakota Department of Transportation (NDDOT) which is given to projects focused on increasing pedestrian and vehicle safety. From these past projects our team is well versed in the NDDOT's standard design practices for shared use paths and how to allow for ADA-compliance in the final path construction. These projects will require environmental documentation following NDDOT and Federal Highway Association (FHWA) guidelines. Our team has worked closely with these agencies in the past to prepare needed Documented Categorical Exclusions and are ready to go through this process again on these projects.

Work in the Area—HEI previously designed the permanent earthen levees along the Red River in the Harwood/River Drive neighborhood. Our team is also working on the concept design and environmental document for a pedestrian bridge over the Red River that will connect 40th Avenue South to the Bluestem Amphitheater in Moorhead. This pivotal experience working in the corridor along with our background working along approximately 2.5 miles of Drain 27 in Fargo (which includes modeling, lift station design, and bridge design) means our team can seamlessly get started on these projects.

Our team has the capacity and knowledge to tackle these shared use path projects within your schedule. We're confident that our expertise and knowledge will aid the City as we serve you on these projects.

Sincerely,

HOUSTON ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Adam M. Ruud', positioned above a horizontal line.

Adam M. Ruud, PE
Project Manager; Shared Use Path Design Lead
Direct: 701.499.2094
aruud@houstoneng.com

A handwritten signature in blue ink, appearing to read 'Michael P. Love', positioned above a horizontal line.

Michael P. Love, PE
Principal-in-Charge
Direct: 701.499.2062
mlove@houstoneng.com



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1. Introduction

a. Firm Name and Business Address

Houston Engineering, Inc. (HEI)
1401 21st Avenue North
Fargo, ND 58102
Phone: 701.237.5065
Fax: 701.237.5101

b. Year Established

1968

c. Ownership

S-Corporation

d. Project Manager's Name, Mailing Address, and Phone Number

Adam Ruud, PE
Email: aruud@houstoneng.com
Direct: 701.499.2094

e. Project Manager's Experience

Adam Ruud's Experience

joined HEI in
2011

Design Lead for
2.86 miles of shared use paths
along 52nd Avenue South in Fargo

Adam has work on more than
10 DCEs in the last 5 years



Heart of the Lakes Trail
from Pelican Rapids to Maplewood State Park
Design Lead for 34 miles of multi-use sidepaths



2. Administrative Questions

a. Authorized Negotiator

Jeremy McLaughlin, MBA, PE
Senior Project Manager, Vice President
1401 21st Avenue North
Fargo, ND 58102
Direct: 701.499.2065
jmclaughlin@houstoneng.com

b. Workload Summary

We have assembled a team that has the experience, expertise, and dedication to meet the City's schedule for these projects. We realize that timelines and budgets are critical to the City, and they are equally important to us.

HEI currently has more than 250 employees, roughly half of which are based here in Fargo. We have provided staff resumes starting on page 11 that detail levels of individual staff members' time and unique qualifications to be applied to these projects. We have ample capacity to accommodate the proposed projects schedule.

Our recent work on similar projects in Fargo and the region along with knowledge of the area and Drain 27 will allow us to hit the ground running on these shared use path projects.

3. Summary of Technical Process

Project Background and Understanding

SN-23-B0

During design and construction of the permanent flood control project along River Drive South from University Drive to Harwood Drive, provisions were incorporated to allow for the construction of a future trail system along the river with access points crossing up and over the levee system. This project will design and construct that trail system that our team planned for during the initial flood protection design. The trail system extends from 40th Avenue South north to Harwood Drive South.



SN-25-A0

This project will create the connection between two important trail networks—the Milwaukee Trail and the Timberline shared use path. This connection will cross Drain 27 west of 25th Street South. While this may appear to be a short, straight forward section of trail, the crossing of Drain 27 will require careful hydraulic and geotechnical considerations as well as environmental clearances.



Project Understanding

Project Management

While these shared use path projects may appear straightforward, there are several key components that, if not coordinated effectively, can lead to project issues. Efficient project management will be key to make sure the project continues to move forward on schedule and within budget. These projects will involve several key stakeholders including the City of Fargo, Fargo Parks District, the North Dakota Department of Transportation (NDDOT), the Fargo-Moorhead Metropolitan Council of Governments (Metro COG), and various permitting agencies. As stated in the RFP, it is anticipated the projects will have a minimum of six project development meetings with the project stakeholders. In addition to these meetings, we will hold pre-permit application meetings with the US Army Corps of Engineers (USACE) to coordinate project elements and reduce the risk of lengthy permit application reviews.

Consistent communication between HEI and the City will help make sure this project moves forward on schedule and within budget.

Survey

A full topographic survey will be completed for both projects, including survey within the Drain 27 channel for the design and construction of the crossing. The fees included in this submittal assume completing work with a traditional ground survey.

Existing right-of-way linework will also be prepared. Having previously developed this information, our team will be able to expedite this process by using the information generated for the acquisition of multiple lots during the construction of the flood protection projects.

Geometry

The shared use paths will consist of a 10-foot-wide paved section, with 2-foot-wide turf shoulders. The path pavement will be designed with a 1.5% cross slope. The turf shoulders will function as the clear zone for the shared use path and will be graded at a maximum slope of 6:1. In areas of deep fills and inslopes 3:1 or steeper, the turf shoulders and clear zone will be widened to 5 feet to meet current standards for shared use paths.

The geometry was previously accounted for in the crossings of the levee system along River Drive South and is currently graded into the flood control elements.

The longitudinal slope will also be a critical to the design. The shared use path system for both projects will be designed at a maximum longitudinal grade of 4.7%, following current NDDOT standard practices. Utilizing a maximum longitudinal slope that is lower than the 5% maximum slope allowed by ADA, allows the design to account for acceptable construction tolerance and ultimately the final constructed elements will be ADA compliant. The horizontal and vertical curves will also be designed and sized to meet current standards for shared use paths.

SN-23-B0

For the majority of the path, the maximum longitudinal slope and cross slope are not anticipated to be a concern. However, at the locations of the crossings of the levee system, careful review of these slopes will be essential. The crossings of the levee were previously graded into the flood control project along River Drive South; however, as these features were constructed 4 to 5 years ago, settlement may have occurred in these areas.

Early in the project—after the survey data is collected—we will evaluate the existing longitudinal slopes and verify if additional embankment will be required to reestablish the

ADA-compliant crossings of the levee system.

As this may require additional fill along the levee system, Braun Interdec, who did the geotechnical design for the original flood control project, will incorporate any revisions into the models they have already created to verify the shared use path elements will not compromise the integrity of the levee system. While geotechnical issues are not anticipated to be a concern, our team can quickly and efficiently verify these assumptions through our previous knowledge and experience along this corridor.

SN-25-A0

Similar to project SN-23-B0, the maximum geometric constraints for the path system are not anticipated to be a concern, except at the location where the path crosses Drain 27. Careful consideration of the vertical geometry will be required in this location to satisfy the hydraulic requirements of Drain 27, poor soils within the channel, and maximum allowable longitudinal slopes for ADA compliance. The alignment will also be carefully reviewed to minimize impacts to existing trees within the drain. With the northern long-eared bat recently being listed as endangered, additional coordination will be required during the environmental document phase to determine if there will be an effect on the species, a process HEI has navigated on previous projects.

Environmental Documentation

These projects will require environmental documentation following the NDDOT and Federal Highway Association (FHWA) guidelines. It is anticipated a Documented Categorical Exclusion (DCE) will be required. We propose to complete separate environmental documents and reviews for each project in order to expedite the process for SN-23-B0.

Our team brings years of experience working on similar documents, coordinating with the NDDOT Local Government Division on the City of Fargo's behalf, and preparing similar documents directly for the NDDOT.

The environmental document will include public engagement through Solicitation of Views (SOV) letters and a public meeting as well as review of environmental effects, including impacts to threatened and endangered species and social impacts associated with the construction of the shared use path systems. We do not anticipate these projects to be controversial, but having a proven public input strategy will be important to make sure we reach the appropriate audiences with the public input meetings. We anticipate using standard press releases as well as targeted mailings and social media platforms to inform the public about these projects and upcoming meeting opportunities.

Our team will begin this process immediately after the project kick-off. Completion and approval of the DCE will be critical for bidding the project in November of 2023.

Hydraulics

SN-23-B0

The shared use path along the Red River will follow the levee between Hardwood Drive South and 40th Avenue South. Our team is well versed in the hydraulics along this reach of the Red River as the levee was designed by HEI and the associated hydraulic impact analysis was conducted by Greg Thompson. The analysis will be conducted with the effective flood insurance study (FIS) hydraulic model. The shared use path will be constructed within the Zone AE floodplain with floodway. Since the floodway extends to the levee in most areas, the shared use path is expected to be constructed within the floodway.

The simplest approach will be to provide a no-rise analysis such that the floodplain approval resides with the City and it will not need to go to FEMA for a CLOMR. To provide a no-rise, an iterative approach will take place between the designers and modelers to strive for a material balance throughout the shared use path corridor. Therefore, if the path needs to be raised from existing ground, excavation should take place adjacent to the fill. This will provide a

no-rise to the base flood elevations. Up to two design iterations are assumed for analysis. The City will receive the no-rise analysis as a technical memorandum.



HEI and our subconsultants bring extensive knowledge of the River Drive South corridor.

SN-25-A0

The floodplain along Drain 27 is currently mapped as Zone AE, without floodway and does not have an effective FIS hydraulic model because it was modeled as backwater from Rose Coulee and the Red River. Therefore, the proposed analysis approach for this box culvert crossing would include using the latest existing conditions from the F-M Area Diversion Project model. Greg developed this existing conditions model and is very familiar with the dynamics of the hydrology and hydraulics throughout the Drain 27 and Rose Coulee/Red River area, resulting in reliable and expedient impact analysis.

Since the drain does not have a floodway, a no-rise analysis is not needed, providing more flexibility in the culvert sizing and alternative analysis. However, flooding levels are always critical through this area, but the allowable impact decision will reside at the city level. We have planned for analysis of two box culvert alternatives, which includes two alternatives for the approaching shared use path configuration. Hydraulic impact results will be documented in a technical memorandum with a Drain 27 water surface profile and impact tables.

Geotechnical

SN-23-B0

With the construction of the shared use paths crossing the levee system along River Drive South as well as the crossing of Drain 27, a geotechnical analysis will be required for the project to confirm the long-term stability of the paths as well as flood control features. Braun Intertec has significant data already collected along this stretch so additional drilling is not anticipated. We will review relevant geotechnical models and reports that our team previously generated and update them with current conditions data. Proposed improvements will be input into the models to confirm the improvements will not adversely affect the existing levees and/or provide mitigation requirements where needed. Once the analysis is done, we will generate a letter documenting our review and provide recommendations for design and construction of the shared use path along the levee that will be adversely impacted.

SN-25-A0

Braun Intertec has a long history of performing work in Fargo for flood control projects, specifically along Drain 27. Their team has performed a dozen evaluations along the alignment through the city, including just east (Rose Creek stability evaluations) and west of the planned connection (40th Avenue South floodwall). They will initially review the existing documentation for the floodway and associated levees in their existing projects to understand any specific concerns through this area.

After that, a site visit will occur to observe any apparent instability on either side of Drain 27 where the box culvert will be and to select soil boring locations. We anticipate drilling one boring on the east and west ends of the culvert crossing, accessing the locations with a truck mounted drilling rig driving along the trail (on the west side) or top of the levee (on the east side). The borings will be advanced to a depth of 60 feet to ensure we are well below the bottom

of the box culvert. The borings will be sealed with grout upon completion.

Braun Intertec will then perform laboratory testing on samples obtained and use that data in conjunction with the site reconnaissance and other available documentation to analyze the impact of adding a box culvert in this location. The most critical considerations anticipated as part of the analysis include the settlement of the box culvert as a result of adding soil weight on the top of where the drain is closed in and evaluating if the proposed improvements will impact the levees on either side of Drain 27.

Braun Intertec has performed a similar analysis on Drain 27 when there was consideration in 2015 and 2016 of using a box culvert where Drain 27 crosses under I-29. They will use cross-section and hydraulic data provided by the design team to develop the geometry and flood conditions that will be included in the analysis. Upon completion, they will generate a geotechnical evaluation report with provided recommendations for design and construction of the connection between the two trail systems.



HEI designed a cast-in-place pedestrian box culvert under the I-94 ramp at University Drive in Fargo.

Structural

SN-25-A0

It is anticipated the only structure associated with the shared use path projects will be at the crossing of Drain 27. For the Transportation Alternatives Program (TAP) funding application, a double 10' x 10' precast box culvert was

assumed for the construction. We anticipate the crossing will be able to be constructed utilizing precast box culverts, but we have the expertise to design whatever structure is determined to be the preferred alternative based on geotechnical and hydraulic considerations.

Utilities

There are existing underground utilities as well as overhead power lines in the vicinity of both projects. It is anticipated these projects can be designed and constructed with minimal to no impacts to the existing utilities. Review of the existing utilities will be completed after the topographic survey is completed.

Early and frequent coordination as well as detailed documentation will be completed with each utility identified near the project limits. If an impact is determined, a relocation or adjustment plan will be developed to relocate the utility, preferably before construction begins. The utility relocation and adjustment plans will also be provided to the contractor as a special provision during the bid letting.

Right-of-Way

The shared use path systems will be constructed within property previously acquired as part of the flood control project. Additional right-of-way is not anticipated to construct the paths; however, if additional easements are required to complete the project, our experienced team will prepare the easement descriptions and legal exhibits. Acquisition of any easements will be completed by the City.

Permitting

Prior to bidding these projects, several permits will be required, including:

- USACE 404 permit
- Floodplain permit
- Floodway no-rise analysis

To meet the NDDOT November bid lettings in 2023 and 2024, our team will prioritize the permit application and approval process in order to certify permits have been obtained by the end of August of the applicable year.

Due to the recent review timeframes associated with the USACE 404 permit, we anticipate needing to submit the permit by early to middle of July. However, ultimately, obtaining the permit will depend on the review schedule and USACE workload.

Our team has experience working with USACE staff and will hold a permit preapplication meeting with the project manager from the USACE to help expedite the process. Holding an additional meeting with the USACE to discuss the project and associated impacts and mitigation prior to the permit application has proved to expedite the review process, reducing the risk of delaying the bid opening.

Project Methodology

Our team brings significant experience and understanding of both projects, having completed prior flood control projects adjacent to both sites. That experience includes survey, hydraulic, geotechnical, civil design, and construction. By utilizing this past knowledge as well as our expertise navigating the NDDOT and FHWA environmental document process and designing shared use path and trail systems throughout the region, we will identify critical path tasks to maintain the project schedule.

We propose to complete separate environmental documents and reviews for each project in order to expedite the process for SN-23-B0. Final approval of the environmental document by the end of June 2023 will be critical to obtaining the necessary permits by the end of August 2023.

As soon as the project is awarded, our team will schedule a kick-off meeting with the City and other stakeholders to discuss the project approach. The kick-off meeting is anticipated to occur in late January 2023. Following this meeting, we will begin surveying the shared use path corridor along SN-23-A0 and begin the SOV process. This will allow us to verify the

longitudinal slopes of the crossings of the levee system and determine if any improvements will be required to maintain ADA compliance.

Project SN-25-A0 is anticipated to lag behind SN-23-B0 slightly, with the project kick-off meeting occurring in February of 2023. As this project is anticipated to require tree clearing adjacent to Drain 27, early coordination regarding potential impacts to the northern long-eared bat, which was recently reclassified from threatened to endangered, will be important. Due to the reclassification, the process for determining impacts and potential mitigation measures is currently being revised.

Project Schedule

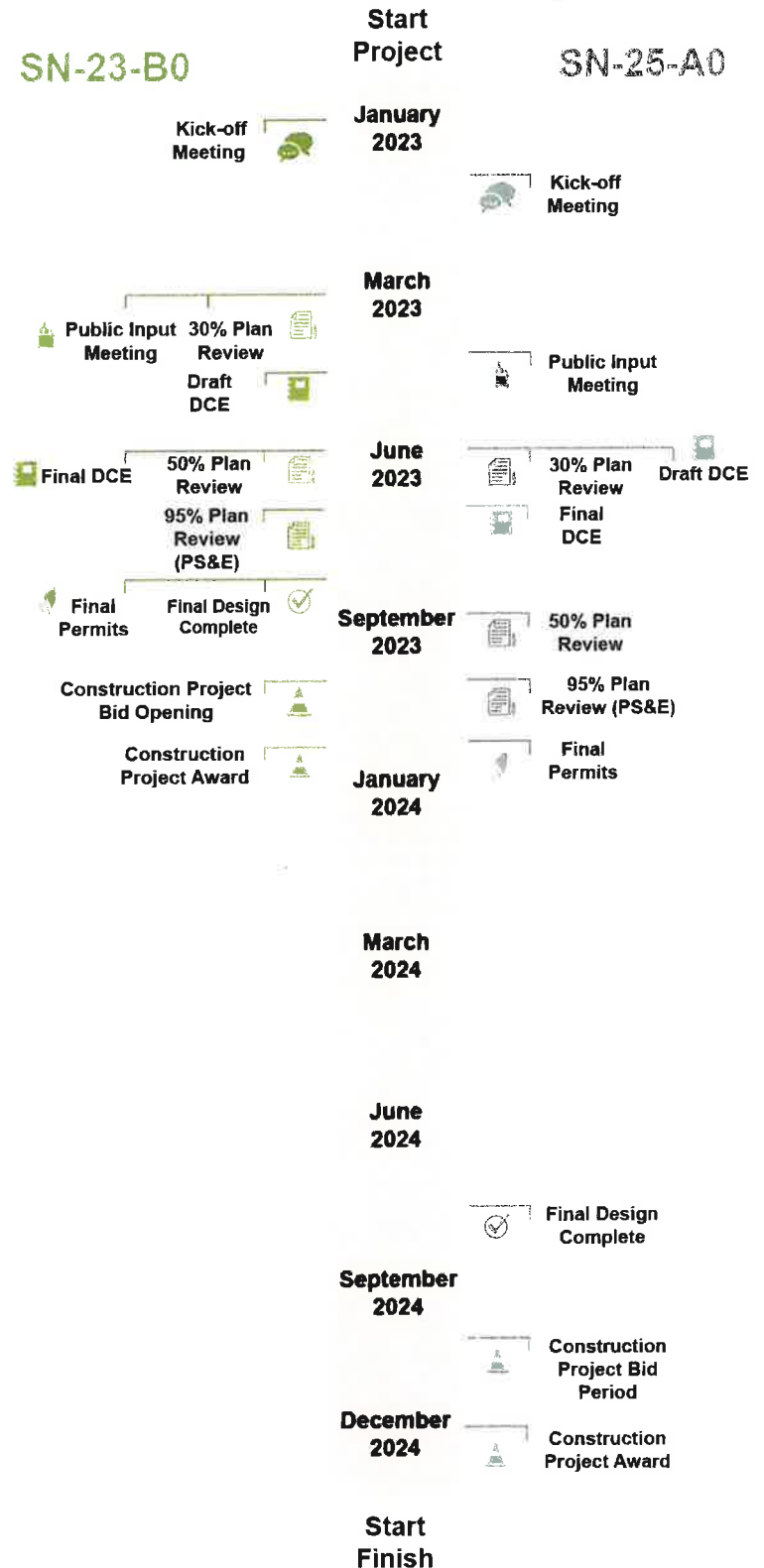
SN-23-B0

To meet the requirements for the NDDOT November 2023 bid letting, several activities will need to be progressed concurrently. Our team has the staff, capacity, and expertise needed to meet this schedule. Signed documents must be completed and submitted along with utility, right-of-way, and permit certifications to the NDDOT by the end of August to include the project on the November bid letting. Right-of-way negotiations cannot begin until the DCE is approved; therefore, we will try to eliminate acquisition but if required, will need to follow the required timelines by the NDDOT and FHWA. In addition, the DCE will need to be approved by the NDDOT and FHWA prior to submitting for the USACE 404 permit. We understand the critical path elements associated with this project and are eager to hit the ground running, leveraging our history with the corridor and expertise with shared use path facilities in the region.

SN-25-A0

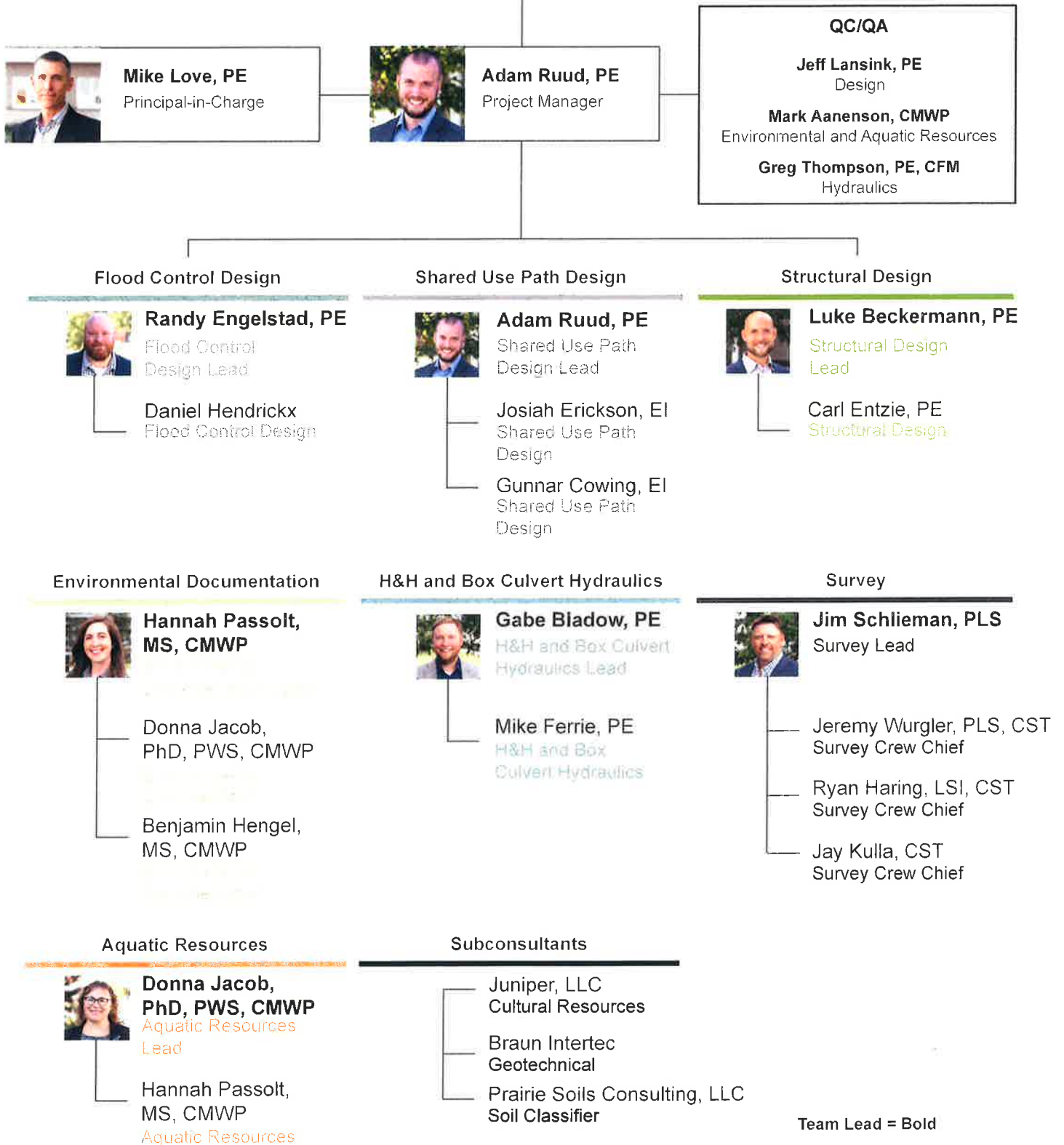
The crossing of Drain 27 is scheduled for the NDDOT's November 2024 bid opening, requiring all plans and certifications be submitted by the end of August 2024. While this project appears to have more flexibility in the schedule, there are critical path elements that will need to be

evaluated early in 2023, including evaluation of Drain 27 hydraulics, iterations with the design and geotechnical teams, and coordination with the project stakeholders to determine the preferred crossing configuration of the channel.



4. Project Staff

a. Organizational Chart



REPORT OF ACTION

(12)

CONSULTANT SELECTION COMMITTEE

Requesting: CONSULTING ENGINEERING SERVICES

Project No.: QR-24-A0 (RFP 23020B)

Location: 42nd Street Bridge over I-94

Date of Hearing: 1/10/2023

Requested Services: Design Services for Bridge Maintenance Project

<u>Routing</u>	<u>Date</u>
City Commission	<u>1/23/2023</u>
Consultant File	<u> </u>
Project File	<u> X </u>
Petitioners	<u> </u>
Selection Committee	<u> X </u>

Proposals were received from the following Consultants for this project:

SRF Consulting Group

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

<u>Selection Criteria</u>	<u>Points</u>
Project understanding, issues & approach	10
Past Performance on other local projects	25
Related Experience with Similar Projects	25
Cost Proposal	10
Expertise of the Technical and Professional Engineering Staff	
Assigned to the Project	<u>30</u>
	100

RECOMMENDED MOTION

Concur with consultant selection and recommend contract award for consulting services to Houston Engineering Inc. in the amount of \$70,241 with the funding source to be Sales Tax Funds.

PROJECT FINANCING INFORMATION:

Following review of the proposals, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected SRF Consulting Group as the preferred consultants for the project, in the amount of \$70,241.

COMMITTEE

Brenda Derrig, City Engineer
 Tom Knakmuhs, Assistant City Engineer
 Jeremy Gorden, Division Engineer
 Kevin Gorder, Division Engineer
 Nathan Boerboom, Division Engineer

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
☒	☒	☐	☒
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	
☒	☒	☐	


 Jeremy M. Gorden, PE, PTOE
 Transportation Division Engineer

C: Jamison Beisswenger (SRF Consulting Group)



Engineering Services For Projects:

IMPROVEMENT DISTRICT NO. BN-25-A0,

PROJECT NO. MS-23-C0, AND PROJECT NO. QR-24-A0



In partnership with **HDR**

January 5, 2023

1. INTRODUCTION



SRF Consulting Group, Inc.

1 North Second Street | Case Plaza | Ste. 102 Fargo, ND 58102

Established in 1961, SRF has offered comprehensive, integrated consulting services. We employ more than 350 engineers, planners, landscape architects, real estate specialists, surveyors, and administrative personnel who work with public sector clients across the Midwest. SRF is a 100% employee-owned company.

SRF has the experience to take a project from conceptual development through preliminary and final design and construction. We collaborate with our clients to plan and design a wide range of transportation improvements, including interchanges, structures, heavy highway and interstate, traffic studies and modeling, collector and arterial roadways, residential streets, hydraulics, sanitary and watermain. Additionally, we understand the importance of early coordination with cities, state DOTs, FHWA, utilities, and watershed districts.

SRF understands that cities have limited resources to support capital improvement programs. We develop cost-effective solutions to minimize construction costs and right size designs to ensure they meet the standards of public safety and are not over-designed with high-cost construction elements.

PROJECT MANAGER FOR TIED INTERCHANGE PROJECTS: BN-25-A0 AND MS-23-C0



Jacob Nordick, PE
Project Director – Civil Design
jnordick@srfconsulting.com
701.237.0010
1 North Second Street
Case Plaza | Ste 102
Fargo, ND 58102

See Jacob's project-specific experience on page 14.

Jacob Nordick leads SRF's North Dakota offices and has 17 years of civil engineering experience and **will be the project's main point of contact**. Jacob will oversee and coordinate all project tasks for the 64th Avenue South Interchange and the 76th Avenue South Interchange Projects. Jacob has collaborated with DOT's, cities, counties, and other important stakeholders on numerous interstate, interchange, highway, and urban street reconstruction projects. He has served as a project manager, facilitator, stakeholder and public involvement coordinator, and designer. Jacob is an energetic leader with strong communication and organizational skills. His leadership experience allows him to successfully manage many aspects of complex, high-profile projects. He recently managed the Fargo Main Avenue Reconstruction project and collaborated with the City of Fargo staff to deliver this award-winning project.

Jacob will serve as the Project Manager for projects **MS-23-C0** and **BN-25-A0** and will be the City of Fargo's point of contact for all projects. Jacob will assign a highly qualified project team for these tied projects, with the capacity to meet the City's delivery schedule.

PROJECT MANAGER FOR BRIDGE PROJECT: QR-24-A0



Jamison Beisswenger, PE
Project Director – Structures
jbeisswenger@srfconsulting.com
763.267.6605
3701 Wayzata Boulevard | Ste. 100
Minneapolis, MN 55416

See Jamison's project-specific experience on page 16.

Jamison Beisswenger will be the main point of contact and will oversee and coordinate all project tasks for the 42nd St. Bridge Maintenance Project. Jamison is a Project director in SRF's structures group. During his tenure with SRF, Jamison has participated in over 30 bridge maintenance and repair projects and 100's of load ratings for DOT's, cities, and counties. Jamison led the rehabilitation efforts of the NP/Center Avenue, 1st Avenue, and 12th/15th Avenue Bridges in Fargo/Moorhead and is familiar with the needs of structures in the area.

With Jamison's extensive knowledge and background in bridge and structural design and management, he will serve as Project Manager for project **QR-24-A0**.

In partnership with  **HDR Engineering, Inc.** 51 N Broadway Dr | Ste 550 Fargo, ND 58102

HDR Engineering (HDR) has partnered with clients to shape communities and push the boundaries of what's possible **since 1917**. They specialize in engineering, architecture, environmental, and construction services. With nearly 11,000 employees in more than 250 locations, including two North Dakota offices, HDR thinks nationally and acts locally.

North Dakota's progress directly leads to HDR's continual regional growth. Today, they employ over 50 personnel in two North Dakota offices, including civil engineers, environmental scientists, CADD professionals, survey, and administrative staff who are dedicated to making every project a success.

2. ADMINISTRATIVE QUESTIONS

Respondent's Authorized Negotiator:

SRF's authorized negotiator will be Jacob Nordick, PE, who is Director in charge of SRF's North Dakota offices. Jacob is empowered to make binding commitments for SRF.

Name Title:	Jacob Nordick, PE Director – Civil Design
Address:	SRF Consulting Group, Inc. 1 North Second Street, Suite 102 Fargo, ND 58102
Tele. E-mail:	701.893.7405 jnordick@srfconsulting.com

3. SUMMARY OF TECHNICAL PROCESS (BN-25-A0 & MS-23-C0)

PROJECT UNDERSTANDING

We have reviewed the RFP and have had conversations with the city and the NDDOT to better our understanding of the project goals. In addition, our teams have worked on segments of the corridor for FM MetroCOG: **SRF completing the Southwest Metro Transportation Study and HDR currently finishing the Interstate Operations Study**. Our past work, knowledge, and experience will be a big advantage to reaching the project goals and successful completion. The following project understanding describes 64th Avenue South Interchange Environmental and Design and 76th Avenue South Interchange Concept Design and Right of Way. These two projects will be tied and completed concurrently.

Development and growth continue to boom in south Fargo resulting in ever changing transportation needs to support the growing community, infrastructure needs, multi-modal facilities, residential and commercial developments, schools, and recreational facilities such as Lake Fargo, and the new sports complex. As Fargo and surrounding communities such as Horace continue to grow and expand to the south side of the metro area, creating a need to improve social and economic conditions, system linkage, capacity, and roadway deficiencies. The City has made tremendous progress in identifying the future needs of the community through numerous corridor and operational studies. The City has already begun to address those needs with recent construction of 64th Avenue South from 45th Street to 25th Street and the Overpass Structure over I-29. Fargo has also been reconstructing surrounding roadway networks such as 45th Street from 52nd Avenue to 76th Avenue South.

64TH AVENUE SOUTH: Improvement District No. BN-25-A0

The City and the NDDOT have identified the need for a new interchange at 64th Avenue South utilizing the recently constructed I-29 overpass. The 64th Avenue South corridor is an urban three lane section with one lane of traffic in each direction with a continuous two-way left turn lane. This section runs both east and west of Interstate 29. The 64th Avenue South overpass structure supports two lanes of traffic with a shared-use path on the north side of the bridge. The overpass was designed and constructed for future widening of the bridge to the south, as well as to accommodate widening of I-29 to three lanes of traffic in both directions. It is anticipated that parallel Collector-Distributor (CD) roads between the 52nd Avenue Interchange and the proposed interchanges at 64th and 76th Avenues South will be required as part of the future connectivity and systems linkage for this area's interstate system. The City is anticipating that the 64th Avenue South corridor will include a future expansion from three lanes to five lanes of traffic west of the interstate.

The existing overpass, 64th Avenue South corridor, surrounding corridors, and interchanges will utilize previous information and recommendations from studies and projects to be further analyzed and review new data to develop multiple interchange alternatives that meet the operational needs of the area as well as accommodations for multi-modal facilities. One of the biggest challenges of the project will be the coordination with and acceptance from FHWA on including a new interchange at 64th Avenue South due to the the mile spacing between this proposed location and the current 52nd Avenue Interchange.

The justification for a 64th Avenue South Interchange will be done through the Interstate System Access Change Request (ISACR). Throughout this process, multiple aspects of information and analysis to support an interchange at this location will be discussed and presented for justification. These could include elements such as traffic and connectivity needs, interchange designs to reduce conflicts, CD roads between the interchanges to reduce weaving along I-29, etc. Our work will "tell the story and need" to successfully justify the need for the interchange in order to achieve federal highway consensus.

The project will require innovative design solutions to save costs and provide a safe interchange system. The City has expressed interest in interchange design that will not require widening of the recently constructed bridge and limit the need for traffic signals. One potential alternative would include roundabouts at the ramp termini, also known as "dog-bone" interchange. This allows a narrow bridge section, the ability to add and drop lanes at the roundabouts and eliminate the need for traffic signals. The NDDOT is looking to add a "dog-bone" style interchange somewhere in the state and the 64th Avenue South Interchange presents that opportunity. Other interchange design alternatives will be analyzed and developed as part of the process.

76TH AVENUE SOUTH: Project No. MS-23-C0

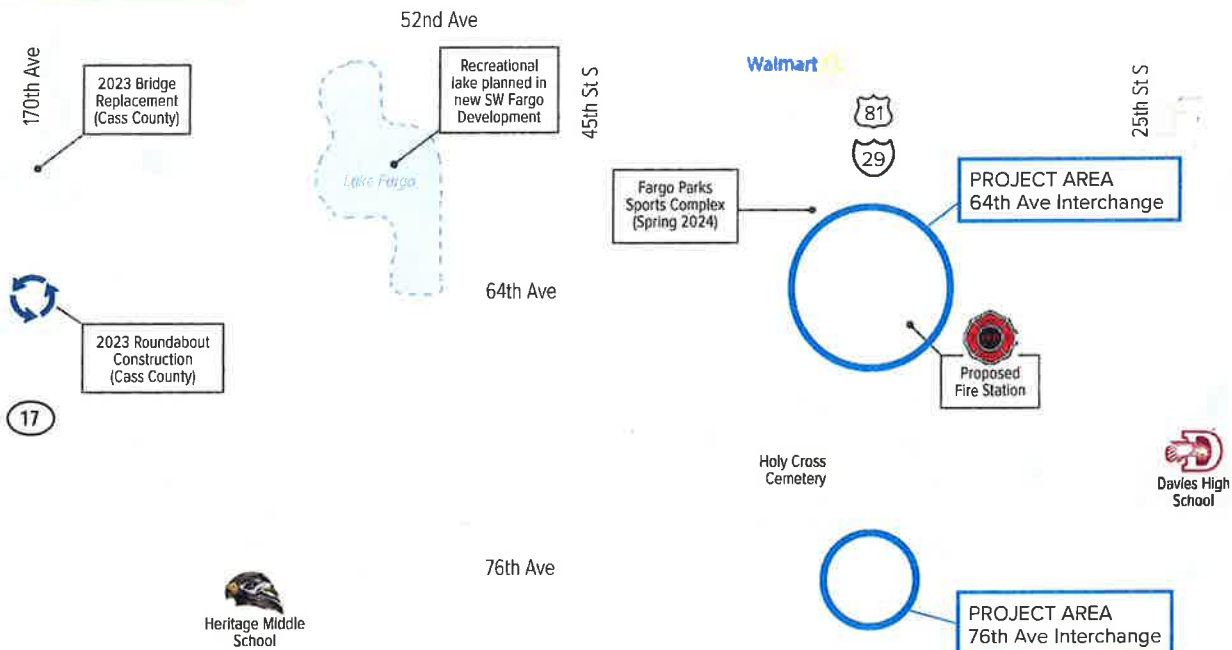
The City of Fargo has begun planning for continued development along the 76th Avenue South corridor to support the anticipated growth in south Fargo and to the west in Horace. The future 76th Avenue South & I-29 Interchange has been identified as a need to support this future growth and provide connectivity and relief for the current system. This project will identify and lay out three interchange configurations to determine and secure necessary right of way for the future interchange. The City is coordinating development occurring in the NW quadrant and this project will help secure the necessary right of way for this development and interchange to appropriately meet required access control and setback requirements. The interchange concept layouts will need to be done in a manner to ensure proper bridge clearance

(assumed to be 17") over the interstate, and preliminary grading requirements of the overpass and ramp embankments in order to properly determine right-of-way needs. The extents to be included in the conceptual design include a ½-mile segment along 76th Avenue South, both east and west of the Interstate. Once the proper interchange footprint has been determined, right-of-way plats and legal descriptions will be developed in order for the City to appraise and acquire the needed right of way for this future interchange.

Pictured to the right is example of an SRF "dog-bone" interchange design constructed at the intersection of Trunk Highway 63 & CSAH 16 in Minnesota.



ISSUES MAP



Task 1: Project Administration

Every multi-jurisdictional project faces varying priorities and perspectives to fulfill each agency's vision of the corridor. The project manager must have the experience, ability, and supporting cast to collaborate with the stakeholders to understand their goals and find common ground on any context-sensitive challenges to keep the project on track.

SRF Consulting is teaming with HDR Engineering to provide a solid background of experience and knowledge that will lead to success. Our team provides the City with the expertise of gaining federal authorization and clearance for a new interchange along the interstate system. Having gone through similar processes at the state and federal level for other projects throughout the Midwest, our team provides an understanding of the procedures, requirements, and established relationships that will help drive project success and stakeholder concurrence.

Project Manager Jacob Nordick will actively manage and administer the project closely with the City of Fargo's PM and act as the point

of contact for all communications between the city, stakeholders, and the project team. He will oversee and coordinate all tasks, and will maintain a close and open dialogue through regular bi-weekly check-in meetings and monthly progress reports to discuss and inform on: project schedule, budget status review and projections, satisfaction of completed and ongoing tasks, scope of work refinement, and deliverables. It is anticipated that these meetings be virtual through Microsoft Teams or Zoom. **There is an opportunity make these more personable by holding some of the meetings in-person, as SRF Offices are located across the street from the City of Fargo.**

Jacob will develop an Issue Resolution Tracker (IRT) to actively manage key issues to be addressed throughout the project. For each issue or conflict identified, the IRT will include a description, the location and responsible agency, the priority with schedule for resolution to understand critical path conflicts, and the status of resolution with the final record of decision.

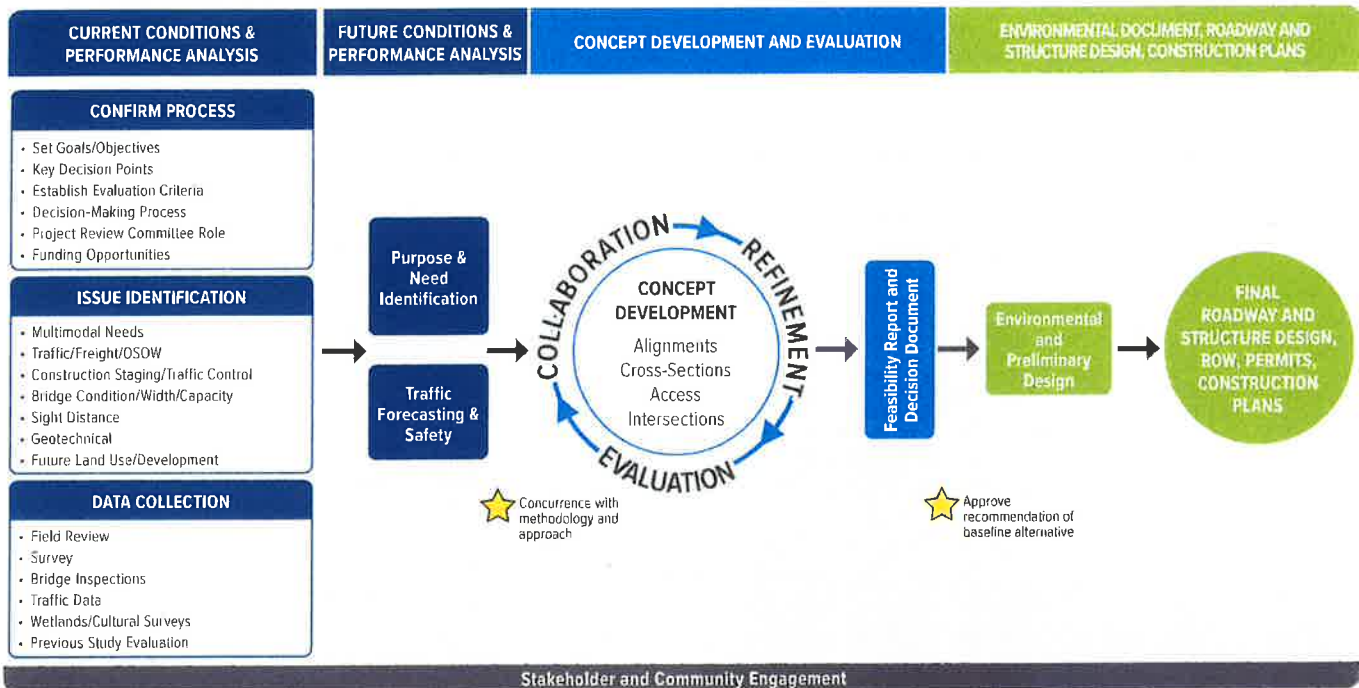
3. SUMMARY OF TECHNICAL PROCESS (BN-25-A0 & MS-23-C0)

A diagram of our project management communication is shown below:



Task 2: Project Development

Our project development process is illustrated below:



Project Review Committee – Lead: Jacob Nordick, PE

As Project Manager, Jacob will set up and coordinate the Project Review Committee (PRC) which will remain active throughout the environmental and design phases of the project. Jacob will be responsible for arranging meeting locations or virtual scheduling, conducting the meetings, meeting agendas, informational handouts, and summaries of each meeting. We anticipate the PRC to include representatives from the City of Fargo, NDDOT Central Office and Fargo District, FHWA, and FM Metro COG.

64th Avenue South Interchange: We will coordinate up to eight (8) PRC meetings including a kick-off meeting at the onset of the project to review and identify potential project issues and to familiarize all PRC members with the project objectives and roles of each of the PRC team members. Additional meetings will be held at key points during the project discuss key deliverables such as the ISACR, Environmental Document (assumed to be a Documented CatEx), Traffic Analysis, Interchange Analysis, and NDDOT Management Presentation. An additional three PRC meetings should be planned to discuss unknown challenges that may arise.



76th Avenue South Interchange: It is assumed that there will need to be up to three project review committee meetings scheduled as needed. **It is our approach to combine the 64th Avenue South and 76th Avenue South Interchange PRC meetings together to improve efficiency and availability of the team members.**

Public Engagement – Lead: Jono Cowgill

Our Team believes that a collaborative, comprehensive process with intentional and inclusive engagement will yield meaningful input from the public and stakeholders and will be the key to building and maintaining community trust and support. Our team will:

- Build from the momentum of recent studies and projects
- Incorporate lessons learned from past projects to help adapt to changing community interests and needs
- Gather existing experiences to inform the project purpose and need, and collaborate to craft supported and implementable design solutions

In collaboration with the City of Fargo and NDDOT, Jono Cowgill will lead our robust team of engagement and communication specialists, graphic artists, and visualization experts to provide a variety of facilitation, education, and promotional tools tailored to each of the diverse interest groups to ensure they are engaged and excited to participate. For the public meeting, Jono and the team will provide accessible and visually interesting materials to meet the needs of a diverse audience. For those that cannot attend in person, our team can also provide a virtual option that will mirror in-person events, allowing participants to learn and participate at times convenient for them.

Our Philosophy: Public engagement is an essential investment in a project. In order to deliver a project that reflects community needs and enjoys broad support, we must plan and implement outreach that is tailored to the community. People need to know they are adding value, and this project will be better when they provide input. Part of the process is to inform, and part is to obtain good two-way communication. This plan must be flexible, and we may need to occasionally pivot based on participation.

Preliminary Survey – Lead: Dean Dusheck, PLS

64th Avenue South Interchange: SRF's survey staff in our Fargo office will complete a full topographic and ROW survey of the 64th Avenue South Interchange project. The general limits of the topographic survey will be along I-29 from the 52nd Avenue Interchange south ramps to 1/2 mile north of the 64th Avenue South overpass. The 64th Avenue South corridor limits will be from the intersection of 37th Street South to the intersection of 33rd Street South. Since this survey needs to meet Chapters 19 and 21 of the NDDOT Survey and Photogrammetry Manual, we will consult with the Fargo district to establish control for the alignment of I-29 and utilize previous control setup for the 64th Avenue South Overpass project. All the survey data will be collected using NDDOT survey codes. This survey will include all surface features within the road right of way, landscape edges and signs, and locating existing property corners and sections.

Stakeholder and Public Involvement

Concept Development Engagement



- Public input meeting
- Stakeholder coordination meetings
- Project promotions
- **Value-Add:** Pop-Up Curbside Conversations
- **Value-Add:** Project Info QRs

Engagement Tools

SURVEYS



Online/paper

MEETINGS



Pop-ups



Public input meeting

VIRTUAL TOOLS



Animation



Infographics



QR Codes

Optional Value-Add Tasks

- **Pop-Up Curbside Conversations.** Pop ups in the community provide opportunities for the public to learn about the project without having to go to a public meeting.
- **Project Info QR Codes.** Provide QR codes that are placed in key locations for the public to access more information about the project on their phones.
- **3D-visualizations or renderings of alternatives for stakeholder and public engagement.**

As part of this survey, we will conduct a North Dakota One Call and request design locates. We will also contact each utility identified in the project area and request a copy of their record drawings for any below or above ground facilities.

76th Avenue South Interchange: A full topographic survey will not be required for this project. SRF will complete an existing right of way boundary survey and identify property corners. However, the city of Fargo will provide LiDAR data and GIS data to be able to determine elevations and right of way boundaries to develop the conceptual grading plans for the interchange alternatives to determine right of way needs for the future interchange. This information will be used to develop right-of-way plats and legal descriptions to lay out the new right of way to be purchased by the City of Fargo.

3. SUMMARY OF TECHNICAL PROCESS (BN-25-A0 & MS-23-C0)

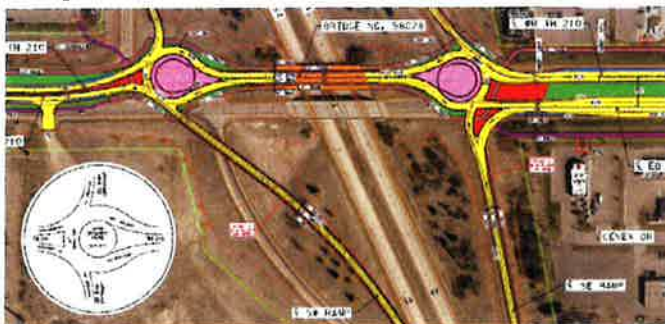
Preliminary Engineering – Lead: Jerad Daul, PE

Preliminary plans will be a joint effort between SRF and HDR. SRF will lead the plan production with HDR providing the hydraulic analysis and design. The SRF team will utilize a 50%, 95%, and Final plan submittals. The 50% submittal will go through the preliminary design and plan sections. Upon completion of NDDOT and City review and comments, the team will thoroughly review and document all comments and conduct a meeting to establish understanding of all comments for proper response and implementation prior to the next scheduled milestone submittal. The 95% submittal will be a complete plan set with cost estimate for review prior to final plan submittal. A PS&E meeting will be held go through all City and NDDOT comments.

Jerad Daul will lead the SRF team to first review all the available data pertinent to the 64th Avenue South Interchange project and to present at the project kick-off meeting. We will look at the as-builts for the 64th Avenue South overpass, including all underground utilities. All provided data will be screened for accuracy and incorporated into the survey base map. The completed base map will include surface improvements, underground and overhead utilities, right of way, and property lines.

64th Avenue South Interchange: The SRF team will put together different alternatives to utilize both the current 3-lane bridge and the proposed 5-lane widened bridge. We will work closely with our traffic operations group and the City to best optimize traffic flow and cost. One alternative will look at utilizing roundabouts at the two ramp termini. This alternative could maintain the current 3-lane bridge and add/drop lanes on the west side of the overpass. Pedestrian underpasses will be utilized to limit at-grade crossing for pedestrians and tie into the existing trail network. These different alternatives and cost estimates will be included in a decision document as part of the Environmental Document.

76th Avenue South Interchange: The SRF team will look at multiple interchange configurations and bridge widths to set right-of-way. The team will utilize the work HDR has done on the I-29 Corridor Study to help forecast traffic demands to provide adequate turn lane and ramp lengths. The SRF team will determine bridge profiles with the 16'-6" minimum clearance and tie in all ramps to model the different alternatives to accurately set the right-of-way limits. The SRF team has the availability to jump on this fast-paced project as soon as contracts are signed and the notice to proceed has been given.



SRF Consulting Group

Geotechnical – Lead: Ezra Ballinger, PE (Braun Intertec)

Braun Intertec Corporation completed the geotechnical evaluation for the overpass project as well as providing assistance throughout the construction project. Our familiarity with the design and construction of the overpass is invaluable in understanding the impact of the interchange construction needs. We will have the same engineering team assisting on this portion of the project as the original overpass portion which leads to continuity of design and less costs in getting a new team up to speed.

From a geotechnical perspective, the main concern pertaining to the design and construction of the on ramps is the need to coordinate with the existing improvements. The overpass project included a combination of wick drains and surcharging to alleviate a portion of the settlement that was estimated to occur as a result of raising grades 25' from the pre-existing grades. Additional settlement mitigation included installing geofoam under a portion of the bridge approach embankments. This foam core is covered with approximately 4' of fill material and extends several hundred feet to the east and west of the bridge abutments. The geotechnical design must account for the presence of this geofoam and limit the chance that new configurations detrimentally affect the existing settlement mitigation system. **We anticipate modifying our existing geotechnical models for this work and avoiding the need to develop completely new ones.**

Our approach to this project will be to limit in field exploration so as to avoid drilling through or otherwise disrupting the existing geofoam and geomembrane that is designed to keep gas and oil from getting to the geofoam. We will use the existing geotechnical data from our exploration performed for the overpass design, updating it with material properties and cross sections from the construction testing and observations Braun was involved with. The settlement data collected as part of the original construction will also be beneficial in estimating remaining settlement in areas where geofoam, wick drains and surcharge may not have extended to. We will model different interchange configurations as they are developed by the design team and provide an update geotechnical analysis for these conditions. We assume a liner soil survey along the interstate will not be required.

Documented Categorical Exclusion Document (DCE) – Lead: Jennifer Henley, PE (HDR)

64th Avenue South Interchange: The next steps for advancing interchange design include completing the ISACR and the appropriate NEPA document, assumed to be a DCE. The 64th Avenue South corridor was previously studied and a DCE approved in 2019. The City selected Alternative B1 with Option B, a three-lane roadway section with a two-span structure consisting of a four-span Geofoam embankment structure crossing I-29. The section proposed in this RFP includes a widened five-lane bridge section, a roundabout at the east ramp intersection, a signalized west ramp intersection, and a loop ramp in the southeast quadrant of the interchange.

Review of the approved DCE gives us an understanding of the resources located within the study area and potential affects that need to be evaluated. The findings from the initial investigation found there were No Historic Properties Affected present. Cultural resources and historic properties will be reviewed for this new interchange configuration.

The addition of two through lanes means the design meets the definition of a FHWA Type 1 Noise Project. A noise analysis will be required for the project and the report will be appended by reference to the DCE.

Effects to wetlands and floodplains will be evaluated during the NEPA process. Our team has the expertise and availability for wetland field delineation, floodplain review and permitting.

Since the completion of the 2019 DCE, climate change and equity have become a priority for NEPA analysis. Our team has successfully completed Environmental Justice analysis for the NDDOT for Memorial Highway in Mandan, ND, as well as other projects.

Optional Value-Add Tasks

No environmental tasks have been identified for **76th Avenue South Interchange** (MS-23-C0). Any required environmental documentation would be considered an optional task for the project.

As the City of Fargo continues to look to the future and identify infrastructure needs, a proactive approach to ROW needs will be important for reasons such as:

1. To avoid development encroaching on future infrastructure corridors.
2. To provide early public involvement informing potential impacted landowners of future City investments and projects.
3. To avoid acquisition frustrations as landowners are aware of future impacts.

One additional benefit is performing early environmental reconnaissance as continual regulation changes lead to the chance that it would never be easier to navigate the environmental process as today. Tomorrow's regulations may have a potential of affecting project intentions, requiring the City to modify investment strategies with a potential of increasing costs. Including environmental as a part of ROW preservation should strongly be considered for the benefits you may realize, including:

1. Enabling the City to use Federal dollars for future planning, design, and construction.
2. Avoiding taking backward steps to avoid a preserved ROW causing a pre-determined alternative impacting environmental approval.
3. Enabling a project to be eligible for competitive grants.

Hydraulics/Hydrology – Lead: Glen Krogman, PE (HDR)

64th Avenue South Interchange: The hydraulic analysis will utilize the Federal Highway accepted hydraulic modeling software “Hydraulic Toolbox” in conjunction with “SSA” and “HY8” to determine inlet spacing, pipe sizing, ditch amendments, and culvert sizing along I-29. It is anticipated that the stormwater flows on the west side of I-29 will be included in the Southwest Metro Stormwater System and will connect into the existing storm sewer system. The storm water flows on the east side will connect into the existing system along 64th Avenue South and flow to Legal Drain 53. We will work with the City of Fargo and the NDDOT to identify the areas within the proposed interchanges where stormwater treatment areas could be located, if desired. Our team will utilize the Drainage Design Manual during the design process to apply the amendments required to the ditches impacted by the interchange along the interstate.

76th Avenue South Interchange: The 76th Avenue project will fall under the stormwater requirements of the Southwest Metro Stormwater Design Parameters on the west side of I-29 as well as the requirements associated with Legal Drain 53 on the east side of I-29. Preliminary hydraulic design will be required to determine the right of way necessary at the crossing of Legal Drain 53 for the preferred type of hydraulic structure. In addition, preliminary analysis is recommended to verify the connection points to the proposed legal drains associated with Lake Fargo at approximately the intersection of 38th Street South.

Traffic – Lead: Paul Morris, PE

BACKGROUND ON FARGO-MOORHEAD METROPOLITAN COUNCIL OF GOVERNMENTS (METRO COG)’S INTERSTATE OPERATIONS STUDY

Metro COG has been undertaking the Interstate Operations Study (IOS) since mid-2021, led by consultant-partner HDR. Through this process, a series of operational and safety strategies has been identified for the interstate system.

Relating to this project area, the IOS work has identified capacity improvements on the I-29 corridor south of I-94. Due to the anticipated growth in south Fargo, additional interstate access between 52nd Avenue South and 100th Avenue South is needed to serve the anticipated demand in this area.

Key takeaways include:

- Daily traffic on I-29 is expected to more than double by 2045
- Most of the growth on I-29 originates from the three interchanges (52nd, 64th, and 76th Avenues South)

STRATEGY TO FAST-TRACK INTERCHANGE JUSTIFICATION REPORT (IJR) FOR FHWA ACCEPTANCE

In 2019, FHWA released updated Traffic Analysis Toolbox Vol III. This updated guidance includes microsimulation data collection and calibration efforts for IJR. Both SRF and HDR have successfully performed these updated analysis requirements throughout the country, including the updated robust data collection and cluster analysis for calibration.

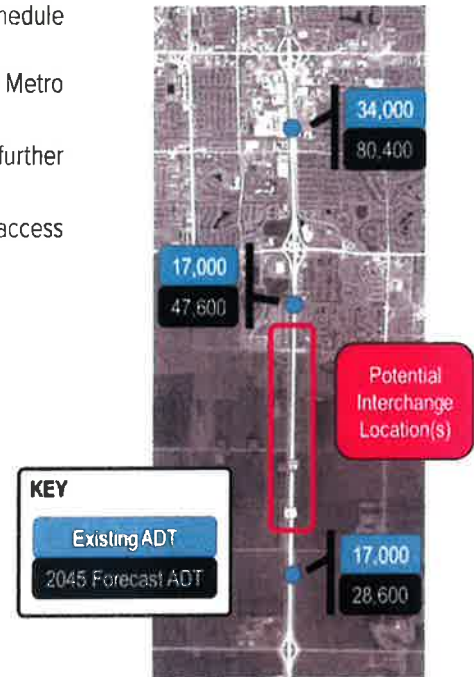
3. SUMMARY OF TECHNICAL PROCESS (BN-25-A0 & MS-23-C0)

Microsimulation is an extremely powerful tool that should be used to determine an optimal configuration of the future interchange configurations and the potential use of collector distributor roads. In order to get the interchange modification study approved by FHWA in a timely manner, however, our approach offers an opportunity to expedite the overall schedule following these steps:

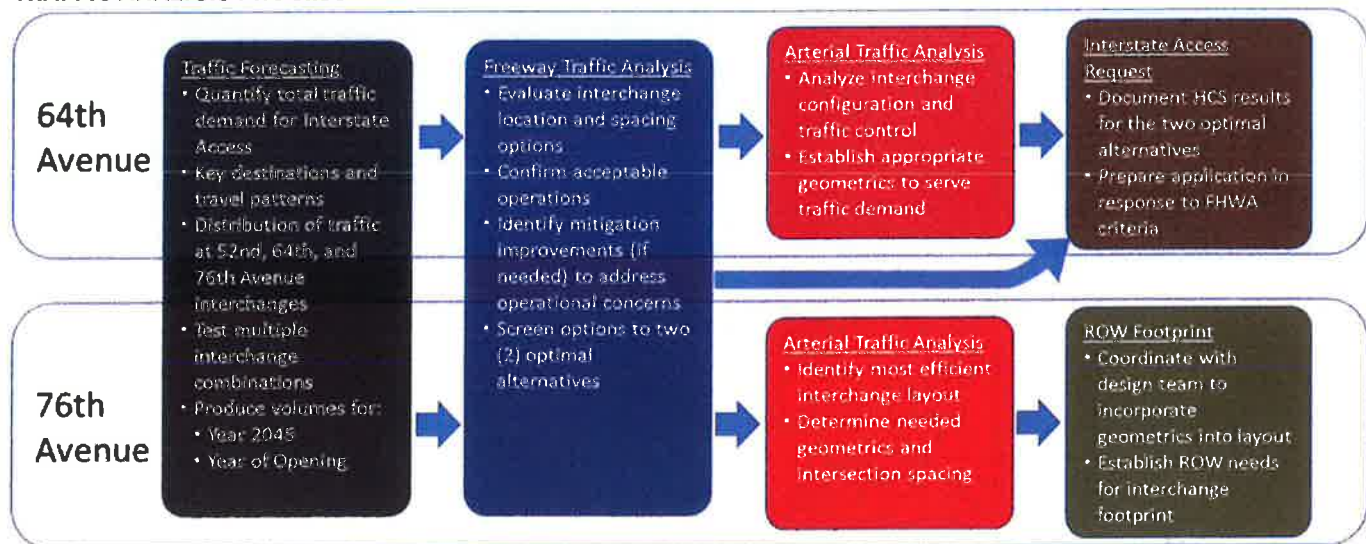
- Develop a planning-level microsimulation model (similar to the model developed for Metro COG's Interstate Operations Study)
- Test Initial Strategies with this model to identify two refined strategies to investigate further and document in the access modification study.
- Utilize analytical tools (Synchro and HCS) to document operational results for the access modification study.

SRF TEAM ADVANTAGES

- Delivered successful approvals of many Interstate Access Requests in several states, including interchanges in North Dakota and locations with unconventional characteristics.
- Passion for combining roadway concept creativity with in-depth understanding of traffic analysis to develop context sensitive solutions that are effective over the long term.
- Significant efficiency with the traffic analysis through HDR's current leadership on the Interstate Operations Analysis including application of traffic forecasts and simulation modeling.



TRAFFIC ANALYSIS PROCESS



PREDICTIVE SAFETY ANALYSIS

As part of the ISACR, it will be important to use different metrics to compare/contrast refined alternatives. We have recently had success using the Interactive Highway Safety Design Model (IHSDM) to highlight the safety benefits of different interchange configurations as well as Interstate mainline strategies. Safety should be a key consideration in the selection of a preferred interchange, and may highlight benefits of a corridor with traffic-calming measures.

TRAFFIC FORECASTING

The intent of the traffic forecasting task is to understand traffic demand in the study area and to identify key travel patterns and destinations influencing the locations and capacity needs for access to the Interstate system. In addition, the forecast model will be used to develop defensible existing year, opening year, and design year volume sets to be incorporated into the interchange study analysis and results.

HDR's team has extensive experience using Metro COG's Travel Demand Model (TDM). Our team has had close coordination with the Advanced Traffic Analysis Center (ATAC) on recent projects (Metro COG's MTP and IOS). We have coordinated model runs,

updated socioeconomic data, and developed future networks for scenario planning with Metro COG's TDM. We can use our knowledge from previous modelling efforts to aid in the forecasting task within the study area. A few key considerations our team could investigate include:

- Speeds and Capacity Checks
- Interim Year Forecasts Scenarios
- Sensitivity Testing

MICROSIMULATION MODELING

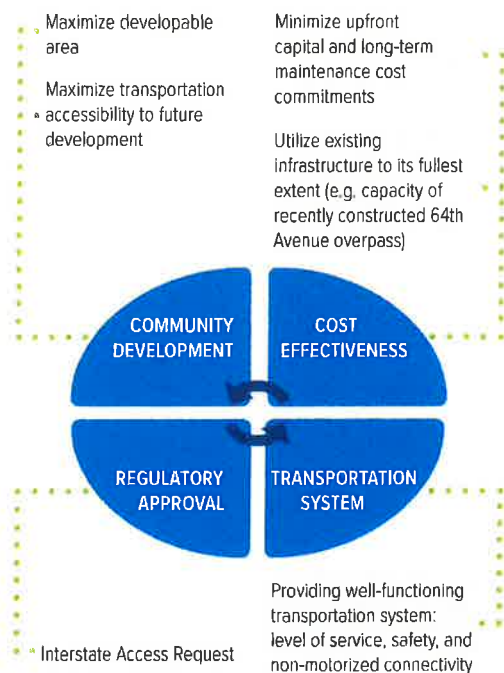
Microsimulation analysis will be used to evaluate unique operational characteristics, including the interaction between ramp terminal intersections, mainline, and potentially CD roads. An existing model will be developed using peak hours demands and calibrated to existing performance information including travel times, observed queues, and typical saturation flow rate in the Fargo region.

After agreeing upon a set of initial alternatives to test, a series of design year build models will be developed to compare and contrast various build alternative scenarios. Our team brings expertise using Vissim, Synchro/SimTraffic, and TransModeler for simulation. Depending on City and NDDOT preferences, our team has the capacity to use any of these programs to reduce the initial alternatives to a set of refined alternatives to be carried forward for the interchange modification report. We will work with city staff to identify the right tool to select a simulation platform that provides the level of detail and flexibility for use on the project.

Our team will use lessons learned on Metro COG's Interstate Operations Study to aid in microsimulation development, calibration, and alternatives analysis.

INTERCHANGE DESIGN PRINCIPLES

The SRF team will develop interchange concepts for 64th and 76th Avenues South that provide effective transportation outcomes while balancing other contextual considerations such as community planning and regulatory approvals.



INTERSTATE SYSTEM ACCESS CHANGE REQUEST

FHWA's Interstate Access Policy lays out the application requirements to request new interchange access. This process involves answering eight (8) questions that demonstrate the need for additional access and that proper planning has been undertaken on the transportation system needs more broadly.

SRF has achieved success with FHWA approvals for new Interstate access at a number of challenging locations that involved incomplete interchanges, unique ramp configurations, and exceptions to spacing guidelines. What we have learned through these experiences is the need to:

1. **"Tell the story"** of why new interchange access is needed to provide good transportation connectivity, accessibility, and operational performance for both the local and regional networks, and,
2. **Back it up with data** from the previous planning, traffic forecasting, and simulation modeling to demonstrate the consequences and trade-offs of new access versus no new access.

We have reviewed each of the application questions and mapped out the best strategy to tell the story and back it up with data to produce an iron-clad application to gain FHWA approval of the request.

INTERCHANGE CONCEPT DEVELOPMENT

In addition to established planning and technical guidance, there are several additional principles the City of Fargo expects to maximize for the 64th and 76th Avenues South interchanges. These fall into categories of community development, cost effectiveness, regulator approval, and optimizing the transportation system. The illustration below connects each of these considerations to specific strategies that the SRF team will focus on in the interchange development and implementation process.

The SRF team offers depth and strength in developing custom interchange designs that respond to unique local characteristics and meeting regulatory requirements. We will draw on our extensive catalogue of designs and bring a highly experienced team to contribute to the concept brainstorming process. The process will include an examination of past concepts used to establish the footprint for the 64th Avenue South bridge over I-29. Our approach is to both build on this concept and to introduce additional interchange configurations and freeway access treatments.

The SRF team will also bring creativity to the process to offer the City and its partners additional interchange configurations that serve local travel needs and development goals, while also positioning the projects to maximize FHWA approval of the access request.

Final Plans

SRF will lead the final design and start by providing a summary report of the preliminary design concepts and decision documents. This report will have the recommendations from the Project Management Team (PMT) and the decision document from the DCE. Once the preferred alternative is agreed upon, the SRF team will develop utility conflict plans with all in-place public and private

3. SUMMARY OF TECHNICAL PROCESS (BN-25-A0 & MS-23-C0)

utilities located within the proposed construction limits. We will try to limit impacts to utilities but will determine relocations and work with utility companies to come up with a relocation schedule prior to the bid date.

The SRF team will determine if any right of way or temporary easements are needed and develop acquisition drawings with legal descriptions. SRF has a great working relationship with the City and will assist as needed during the appraisal and negotiation process.

The SRF team will prepare all the necessary permit applications necessary for the project.

Detailed Construction Plans

SRF team will provide a detailed construction plan set. The SRF team will deliver a 50%, 90% PS&E, and 100% Final plan sets. The 50% plans will review all sections of the plans needed for final plans. SRF Construction staff will review the plans for constructability and staging. The SRF Construction Team just completed the construction administration on the SE Main project in Moorhead, so they are very familiar with local bridge work, earthwork, and concrete paving. The 90% PS&E plans will be submitted for review by the City and NDDOT. A PS&E meeting will be held to step through the plans page by page to make sure everything is captured in the plans. The SRF team will update the plans and submit Final Plans for going out for bid. With each of the three submittals, SRF will include a cost estimate to ensure the current design is within the allocated budget. SRF will also provide the design files for future use by the City.

✓ INTERCHANGE CONFIGURATIONS

- Standard diamond
- Parclo – diamond with one or more loops
- Folded diamond
- Diverging diamond (DDI)
- Single-point urban (SPUI)
- Buttonhook
- Offset single point
- Split diamond

✓ FREEWAY ACCESS TREATMENTS

- Extended parallel acceleration and deceleration lanes
- Auxiliary lanes
- Collector-distributor roads
- Buffer lane

3. SUMMARY OF TECHNICAL PROCESS (QR-24-A0)

PROJECT UNDERSTANDING

42nd Street Bridge Maintenance

Designed by SRF in 1998 and built in 2000, the 42nd Street Bridge over I-94 (NDDOT Bridge No. 0094-349.089) is approximately at one-third of its 75-year design life and is due for routine maintenance common for a bridge of this age. Based on our understanding, the goals of this project include:

- Ensuring a safe, reliable structure
- Slowing the deterioration rate of the bridge
- Creating construction and staging plans to meet the City's maintenance of traffic needs
- Ensuring both NDDOT and Fargo processes are followed

Bridge Deficiencies

The repair/maintenance needs listed below have been identified in the 2021 Routine Bridge Safety Inspection report performed by NDDOT. Based on our understanding of similar structures, we have prioritized these based each activity's relation to meeting the goals for the project:

1. Repositioning 'walking' expansion bearing pads
2. Replacing a portion of the steel extrusion at the north expansion joints
3. Repairing the torn strip seals at expansion joints
4. Repairing impact damage to the pedestrian fence/canopy
5. Sealing cracks in the deck and north approach panel
6. Repairing spalls at the end of the beams at the abutments
7. Applying a penetrating sealer to the deck, barrier, and beam ends

8. Coating the exposed reinforcement at the beam
9. Repairing delaminated areas at the NW/SW wingwalls
10. Replacing the rubber glands that protect the joint between slope paving and the abutments
11. Removing debris from the abutment bearing seats below the expansion joints

A further review of the inspection report by SRF identified additional areas of potential need including:

- Additional spalling concrete at the abutments
- Peeling metal railing paint
- Approach panel settlement and associated gaps in barriers
- Routing and resealing hot poured joints between deck and approach panel

Project Bidding and Construction

The City of Fargo intends on bidding the project in November of 2023, with construction in 2024. Since the NDDOT Urban Project Agreement for the Bridge specifies that NDDOT is responsible for maintaining the structure, it is our understanding that the project bidding and construction will be administered by NDDOT.

WORK PLAN

Task 1: Project Management/Administration

Jamison Beisswenger will serve as the project manager for the 42nd Street Bridge Maintenance Project and will be responsible for coordinating all project activities, keeping the project on schedule, and implementation of SRF's Quality Management Plan. Every two weeks Jamison will hold phone or virtual meetings with the City's Project Manager (PM) to discuss any issues or risks to successful project delivery. Each month, Jamison will provide the City's PM

with a progress report that will summarize completed activities, upcoming tasks, and any risks to the project's schedule and budget.

At the outset of the project, Jamison will establish a Project Review Committee (PRC) which we anticipate will include the SRF team; The City of Fargo's Director of Engineering, Project Manager, Traffic Engineer; and a NDDOT Technical Representative (possibly Dustin Wing, NDDOT's Bridge Design Section Lead). We propose that these meetings will occur at the following project milestones:

Kick-off Meeting: To discuss project goals, budget, schedule, and identify any concerns or risks.

Preliminary Engineering Review: To walk through SRF's repair needs prioritization documents and associated cost estimates to ensure the scope of repairs falls within the City's budget targets.

Final Design Review: To summarize the final work scope, identify any outstanding items, discuss additional work needed, and identify risks during construction.

Task 2: Project Development

Preliminary Engineering

The Preliminary Engineering Phase will be used to gather information, prioritize repairs, and ensure that the elements included in the final design fall within the City's programmed budget.

INFORMATION GATHERING

Prior to any preliminary or final design work, our team will gather documents and information required to prioritize repairs and establish traffic control requirements. Documents and information we will obtain include:

- NDDOT Urban Project Agreement for Federal Aid Project *
- Previous bridge inspection reports.*
- As-built bridge plans.*
- Shop drawings for various bridge elements.*
- Load rating and posting reports.
- Allowable traffic closure time periods.
- Permissible traffic staging (e.g. one lane in each direction, full closure, etc.).
- Acceptable pedestrian detour routes.
- Programmed funding amount.

*** Indicates items that SRF has already received from NDDOT**

The RFP does not explicitly require a supplemental bridge inspection for this project. While maintenance plans can be developed using the information gathered above, we propose completing (as a value-added task) a supplemental inspection of the bridge. The inspection would be conducted by both Jamison Beisswenger and Richard Snyder (both NBIS certified bridge safety inspectors in North Dakota). The purpose of this inspection will be to:

1. Identify if any additional deterioration has occurred since the 2021 routine bridge inspection.
2. Determine if any crucial dimensions do not match as-built bridge data.
3. Identify any risks for unanticipated repairs that could be required in the construction phase of this project.

UTILITY COORDINATION

The only utilities on the 42nd St. Bridge are conduits mounted to the outside of the bridge deck that supply power to the overhead signage mounted to the bridge. Additionally, a high-voltage power line runs just west of the bridge. Since the work on this bridge will not affect the bridge lighting and will not require tall cranes or other equipment that would encroach into the power line clear zone, we do not anticipate the need to coordinate with any private utilities.

MAINTENANCE AND REPAIR PRIORITIZATION

To ensure that the repair items fulfill both the project's goals and meet the City's programmed funding, Jamison Beisswenger and Rick Snyder will develop a Repair Prioritization Memo that lists each repair action in order of importance/need along with a construction cost associated with each repair activity. While most of the repair/maintenance activities are routine in nature, we have identified several challenges that should be mitigated to ensure that problems are not encountered during construction and that the full cost of the repairs is accounted for in project estimates.

Beam Jacking: Typical practice when replacing bearings is to use a hydraulic jack in front of the bearing to support the beams and allow the elastomeric pad to be repositioned. However, the bearings for the 42nd St. Bridge are under 3-inches from the face of the abutment and do not provide enough room for a jack. **Mitigation Strategy:** Placing the jack below the concrete end diaphragms would initially be investigated as these locations would not require any supplemental support (shoring). If the diaphragms do not provide sufficient strength for jacking loads, we will investigate the use of temporary supports placed on top of the abutment footings. It is crucial that the bridge component supporting the jacking loads has sufficient strength without causing permanent damage to the bridge.

Future Bearing Movements: Repositioning the bearing pads may be a short-term solution, but the conditions remain such that the pads will likely shift again in the future. **Mitigation Strategy:** We will investigate the use of 'keeper' plates that will permanently hold the pads in place without inhibiting their functionality.

Strip Seal Replacement: The strip seal expansion joints are held in place by steel 'extrusions'. If the extrusions are in good condition and compatible with existing seals, replacing only the seal is a cost-effective alternative to tearing out the entire joint assembly. To ensure a water-tight seal, it is essential to determine if the extrusions have been damaged (as they have at the north joint), or if the seals are not available. We do not recommend replacing these with compression style foam joints as they are prone to leaking. **Mitigation Strategy:** We have contacted the NDDOT and have been told that shop drawings for the joints on this bridge are not available. Therefore, as we did on the NP Avenue, 1st Avenue, and the 12th/15th Avenue Bridges in Fargo, we will visually examine the in-place extrusion to determine compatibility with existing products. We will determine where only the strip seal needs to be replaced vs. where full assembly would be required.

Sealing Concrete Barriers: Current maintenance recommendations call for applying a penetrating silane sealer to the bridge barriers. However, the barriers have an in-place special surface finish (acrylic paint) that will inhibit penetration of the silane. **Mitigation Strategy:** We will investigate the condition of the in-place coatings and the barrier to determine the most cost-effective strategy to prolong the

3. SUMMARY OF TECHNICAL PROCESS (QR-24-A0)

barrier life. The three levels of protection available (acrylic paint, silane sealer, or combination paint/sealer) increase in cost and construction time as the level of protection increases.

Increased Repairs During Construction: When replacing spalled or delaminated concrete, the actual limits of unsound concrete are often not visible until repairs have begun. This can result in increased costs, or delay claims. **Mitigation Strategy:** We will use our experience on similar bridges to estimate the increases in unsound concrete areas that can be expected in construction. We will include common 'contingency' repairs in the plans with estimated quantities so that the Contractor and City both have a basis of payment should any unexpected repairs be required.

PRELIMINARY TRAFFIC CONTROL CONCEPTS

In parallel with the prioritization of repairs, Jamison will provide estimates to the City regarding the duration of each and its impact on the traveling public. Jamison will solicit input on the City's priorities regarding the speed of construction versus the impacts to traffic. For example, is a shorter construction duration under full closure preferred, or is maintaining one lane of traffic in each direction with a longer duration required?

Emily Peterson will use the City's input to prepare schematic traffic control concept figures to illustrate the route for any detours, both vehicular and pedestrian, and solicit input if any modifications are needed.

PRELIMINARY COST ESTIMATE

To ensure that the project will fall within the City's programmed budget, Rick Snyder will prepare a preliminary cost estimate for all identified repairs to be included in the Repair Prioritization Memo. The estimate will also include non-repair-related costs such as traffic control and mobilization so that the full picture of project costs is available for review. The estimate will be ordered by repair priority such that a 'cut-off' could be applied to items that fall below the programmed funding threshold.

PRELIMINARY ENGINEERING REVIEW MEETING

After the Repair Prioritization Memo and traffic control concept figures have been developed, Jamison will organize a meeting with the PRC to discuss the proposed project scope, traffic control needs, and to solicit any input regarding modifications to the project scope, budget, and schedule.

Environmental Clearance Document

Jamie Wark will complete the Environmental Checklist (ECL) required for this project. He will prepare the CATEX package, including the CEDA form, associated working papers, technical memorandums, and reports. Jamie will send the Solicitation of Views Letter to City of Fargo officials and use the responses from City of during the environmental review and documentation.

Jamie will complete the Endangered Species Act Affect Determination Table and, if it is determined that threatened or endangered species may be impacted as part of the project, will initiate coordination with the USFWS. If it is determined migratory birds may be impacted, special provision language will be added to the environmental document and into the final design plans.

After gaining NDDOT approval, the completed ECL package will be forwarded to FHWA for approval and environmental clearance of the project.

Final Design

After the Preliminary Engineering Phase, Jamison Beisswenger will prepare a summary report that will include decisions about which repair and maintenance actions will be included in the final plan, what the City's priorities are for maintenance of traffic during the repairs, and an anticipated construction cost. This summary document will be approved by the City and serve as the basis for proceeding into final design.

PERMITS

Jamie Wark will investigate the permits that will be required for this project. While large cranes are not anticipated, FAA Coordination may be needed if the project is determined to intersect the glide path of Hector International Airport. Additionally, land below the bridge falls within 500-year floodplain. While no work below the bridge is expected to encroach on the floodplain, we will consult with the City of Fargo to determine if a floodplain permit will be needed.

FINAL PLANS

Following approval of the summary report by the City, Rick Snyder will begin preparing the bridge portion of the final plans, specifications, and estimates in accordance with the NDDOT Design Manual, the NDDOT Bridge Maintenance Manual, and the NDDOT Standard Specifications for Road and Bridges. He will include contingency provisions for repairs that could be identified during construction. Emily Peterson will prepare the traffic control plans based on the input received in the Preliminary Engineering phase. Since most decisions regarding the scope of the repairs and traffic control layouts will have been made during the preliminary phase of the project, we assume that intermediate submittals will not be required, and only 95% and Final plan will be required.

Upon completion of the Plans by Rick and Emily, a full quality control (QC) review will be performed. Jamison Beisswenger will perform QC checks of the bridge plans, specifications, and estimates; and Kevin LaRue will perform QC checks on the traffic control plans. Concurrent with the Final Plan QC review, Ryan Rykowsky will perform an independent technical review. As a 13-year veteran of the NDDOT's Bridge division, Ryan will ensure that the plans comply with the standards required to allow NDDOT to bid and administer the project. Following the QC and Independent Review, Eric Laidley will perform a Quality Assurance Audit to ensure that SRF's Quality Management Process has been followed.

FINAL PLAN REVIEW MEETING

Following the QC checks of the 95% Design Plans, Specifications and Estimate, Jamison will organize a meeting with the PRC to review the contract documents. Jamison will supply copies of the Plans at least one week prior to the PRC meeting.

FINAL BID DOCUMENTS

SRF will incorporate all comments for the Final Design PRC meeting and provide the City with a final signed plan set, special provisions, and final cost estimate. The City will provide the bid documents to NDDOT who will prepare the bid package, advertise for bids, and distribute the bid packages to contractors. SRF will be available during the bid process to respond to contractor questions and prepare any necessary addendums.

4. PROJECT STAFF



THE CITY OF
Fargo
FAIR MORE

PROJECT MANAGER

PROJECT MANAGER/
PROJECT DIRECTOR

● Jacob Nordick, PE

QUALITY MANAGEMENT

Quality Assurance

● Eric Laidley, PE

HDR TASK LEADER

● Brian King, PE

ENVIRONMENTAL

Environmental Document

● Jennifer Hanley, PE

Cultural Resources

● John Morrison

TRAFFIC

Traffic Operations

● Paul Morris, PE I Traffic Manager

Interstate System Access Change Request (ISACR)

● Josh Maus, PE, PTOE

● Mike Forsberg, PE, PTOE

Traffic Signals & ICE Reports

● Adrian Potter, PE, PTOE

Traffic Forecasts & Modeling

● Jake Weiss, PE, PTOE

Predictive Safety Analysis

● Jon Markt, PE, RSP1

COORDINATION

Public & Stakeholder Engagement

● Jono Cowgill

● Jacob Nordick, PE

● Paul Morris, PE

● Jerad Daul, PE

Utility Coordination

● Stacy Johnson, PE

PRELIMINARY & FINAL ENGINEERING

Roadway/Civil

● Jerad Daul, PE I Design Manager

● Stacy Johnson, PE

● Matthew Huett, PE

Hydrology/Hydraulics

● Glen Krogman, PE I Hydraulics

Manager

● Karli Fohling, PE

Lighting

● Steve McHenry, PE

Staging/Traffic Control

● Adrian Potter, PE

GEOTECHNICAL

● Ezra Ballinger, PE

BRIDGES/STRUCTURES

● Ryan Rykowski, PE I Structure
Manager

● Katie DeWitt

SURVEY/AERIAL MAPPING

Ground Topo/ROW Survey/Plats

● Dean Dusheck, PLS



INTERCHANGE PROJECT TEAM - BN-25-A0 AND MS-23-C0

The SRF Team includes HDR (Environmental Document, Environmental Justice/Noise Analysis, Wetlands, Permitting, Hydrology and Hydraulics, and Traffic Forecasting and Modeling), Juniper Environmental (Cultural Resources), and Braun Intertec (Geotechnical Investigation). Our teams possess the availability and collaborative perspectives to ensure project goals are achieved on schedule and on budget.

★ BRIDGE PROJECT TEAM - QR-24-A0

SRF has assembled a qualified team of professionals to deliver the 42nd Street Bridge Maintenance Project. Together, we have completed several comparable projects with maintenance and repair requirements like those required for this project. Jamison Beisswenger will be the primary contact under this contract and he will be supported by a strong technical team in order to quickly respond to the City's needs.

THE CITY OF
Fargo
FAIR MORE

PROJECT MANAGER

PROJECT MANAGER

Jamison Beisswenger, PE

QUALITY MANAGEMENT

Eric Laidley, PE

BRIDGE

Lead Bridge Engineer, Inspector, & Plan QC

Jamison Beisswenger, PE (NBIS)

Bridge Rehabilitation Design, Bridge Inspection

Rick Snyder, PE (NBIS)

Bridge Independent Technical Review

Ryan Rykowski, PE (NBIS)

ENVIRONMENTAL DOCUMENT

Environmental Checklist

Jamie Wark

TRAFFIC CONTROL

Traffic Control Plans

Emily Peterson, PE

Traffic Control Plan QC

Kevin LaRue, PE

REPORT OF ACTION

(13)

CONSULTANT SELECTION COMMITTEE

Requesting: CONSULTING ENGINEERING SERVICES

Improvement District No. BN-25-A0 and Project No. MS-23-C0 (RFP 23020C)

Location: 64th Avenue S Interchange; and 76th Avenue S Interchange

Date of Hearing: 1/10/2023

Requested Services: Environmental Document and Design for 64th Ave S; Right-of-Way Analysis for 76th Ave S

Routing

City Commission

Date

1/23/2023

Consultant File

Project File

Petitioners

Selection Committee

X

X

Proposals were received from the following Consultants for this project:

Bolton & Menk

KLJ Engineering

SRF Consulting Group

Stantec

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

<u>Selection Criteria</u>	<u>Points</u>
Project understanding, issues & approach	10
Past Performance on other local projects	25
Related Experience with Similar Projects	25
Cost Proposal	10
Expertise of the Technical and Professional Engineering Staff	
Assigned to the Project	<u>30</u>
	100

RECOMMENDED MOTION

Concur with consultant selection and recommend contract award for consulting services to Bolton & Menk in the amount of \$766,146 for Improvement District No. BN-25-A0, and in the amount of \$92,487 for Project No. MS-23-C0, with the funding source to be Special Assessments and Sales Tax Funds.

PROJECT FINANCING INFORMATION:

Following review of the proposals, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected Bolton & Menk as the preferred consultants for both Improvement District No. BN-25-A0 and for Project No. MS-23-C0, in the combined amount of \$858,633.

COMMITTEE

Brenda Derrig, City Engineer

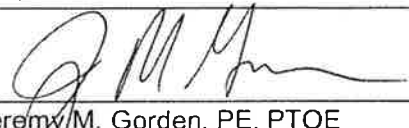
Tom Knakmuhs, Assistant City Engineer

Jeremy Gorden, Division Engineer

Kevin Gorder, Division Engineer

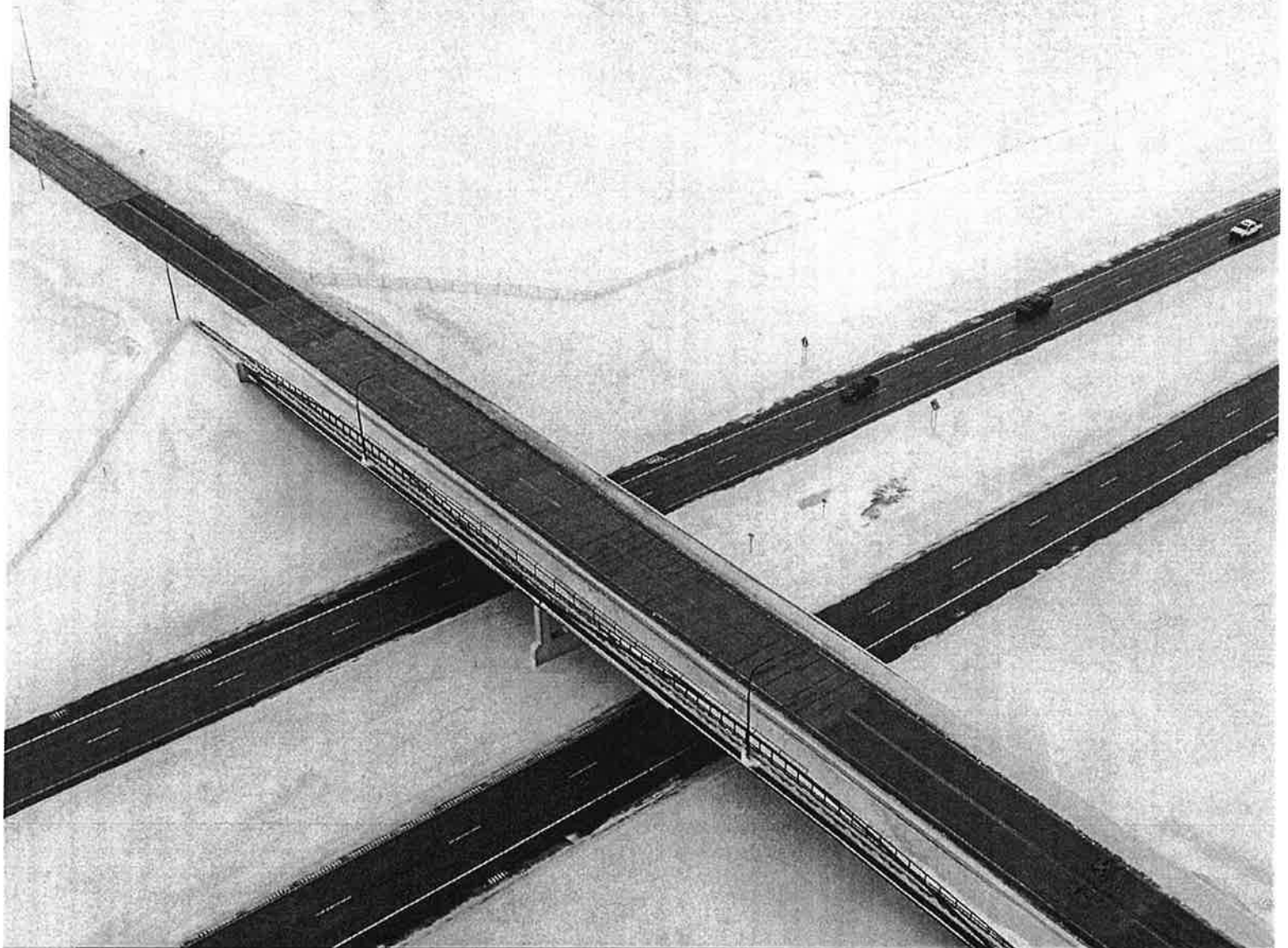
Nathan Boerboom, Division Engineer

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			☒
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☒	☒	☐	
☒	☒	☐	
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☒	☒	☐	


 Jeremy M. Gorden, PE, PTOE
 Transportation Division Engineer

C: Mike Bittner (Bolton & Menk)
 Scott Middaugh (KLJ Engineering)
 Jake Nordick (SRF Consulting Group)
 Kevin Hoglund (Stantec)

Proposal for The City of Fargo, North Dakota



Engineering Services for Improvement District No. BN-25-A0
and Project No. MS-23-C0
January 5th, 2023



**BOLTON
& MENK**

Real People. Real Solutions.



HOUSTON
engineering, inc.

3168 41st Street South | Suite 2 | Fargo, ND 58104
701-566-5339 | Bolton-Menk.com

Mike Bittner, PE, PTOE, PMP, PTP, RSP, IMSA II
701-306-1670
Mike.Bittner@bolton-menk.com

January 5, 2023

Brenda Derrig, PE, City Engineer
Office of the City Auditor
Fargo City Hall
225 4th Street North
Fargo, ND 58102



Real People. Real Solutions.

3168 41st Street South | Suite 2 | Fargo, ND 58104
701-566-5339 | Bolton-Menk.com

RE: Engineering Services for Improvement District No. BN-25-A0 and Project No. MS-23-C0

Dear Ms. Derrig:

A TRUSTED ADVISOR

Led by project manager Mike Bittner, our team is the only consultant firm to have worked through the revised IJR process with NDDOT and FHWA ND on the Grand Forks 47th Avenue Interchange project. Below are a few quotes related to the progress on this project:

"This study was a partnership with the consultant team, not a transaction. Mike's team understood Grand Forks and that lead to a breakthrough at 47th Avenue."

—Grand Forks City Administrator
Todd Feland

"One of the best planning documents we've ever received."

—Former Grand Forks NDDOT
District Director Les Noehre

"Most important MPO Plan I can remember. It will provide a roadmap for our funding decisions for the next 10 years."

—Grand Forks City Engineer Al
Grasser

Building a new interstate access is not an ordinary project in North Dakota. Since the interstate was finished in 1977, only two new access points have been established—with a third, led by our project team—being completed. Selecting a qualified consultant is particularly important for a project this nuanced and risk laden. Below are two key factors to consider when reviewing proposals.

- The Interchange Justification Report (IJR or ISACR) is approved by the Federal Highway Administration (FHWA) at both the local and national levels. This occurs **after** the completion of an environmental document. Meaning all the effort up to that point is at risk until this request is approved.
- The IJR Process has been recently updated. The local review process can vary between FHWA Division Offices. Meaning experience in other states may not perfectly translate into success.

Funding is programmed in 2025, so there is little room for delay. Relationships with decision makers and understanding of motivators will be critical to progressing this timeline and avoid putting funding at risk. We feel our team is uniquely qualified to complete this project for the following reasons:

LOCAL EXPERIENCE

Our project team includes the traffic engineering professionals that led or supported earlier phases of the traffic analysis at 64th Avenue with myself, Kevin Mackey, and Traci Sletmoe. Our team includes Houston Engineering, who led the construction administration and surveying of the 64th Avenue Overpass project. Finally, Alex Larson and Andrew Dresdner, have led private development on three of the four quadrants of the interchange. **Given the recent IJR policy changes, this intimate knowledge of development implications will have significant benefits toward the success of the project.**

INDUSTRY LEADER

Mike Bittner has led most of the successful Interchange Modification Justification Reports (IMJR) in the state over the past decade along with the support of his talented team of professionals. This list includes award-winning projects at 32nd Avenue and I-29 Interchange in Fargo, ND (2018 ND ACEC Transportation Project of the Year) and Sheyenne Street/I-94 Interchange in West Fargo (2019 ND ACEC National Honor Award).

Since coming over to Bolton & Menk, Mike has led teams on some of the most challenging interstate projects in recent memory. This includes I-35 in Duluth where a full interstate reconfiguration is being considered through downtown, Highway 15 in St. Cloud, which is being considered for a full conversion to freeway, and the ongoing I-29 SMART Corridor Project throughout North Dakota.

DEEP AND TALENTED ROSTER

Supporting Mike, Bolton & Menk brings a roster of designers, environmental planners, engagement professionals, and other experts. Collectively, our team has worked on several hundred interchanges throughout our careers. Below are links to a few of Bolton & Menk's award-winning interchange projects.

TH 10/169 Improvements - MnDOT, Anoka County, and City of Anoka

Reference: Ben Nelson
City Project Manager
612-237-4543
bnelson@ci.anoka.mn.us



CLICK
HERE

TH 10 Ramsey Gateway - Anoka County and City of Ramsey

Reference: Joe MacPherson
County Engineer
763-324-3199
Joe.Macpherson@co.anoka.mn.us



CLICK
HERE

TH 10/TH 47/TH 169 Interchange Study - MnDOT Metro

Reference: Sheila Kauppi
Deputy District Engineer
651-234-7705
Sheila.Kauppi@state.mn.us



CLICK
HERE

Houston Engineering, our partner on this project, has led 18 different design projects on I-29 and I-94 through North Dakota.

In continued service to the City of Fargo, we are excited at the opportunity to prepare the city for their two newest interchanges at 64th Avenue and 76th Avenue South. I will serve as your lead client contact and project manager. Please contact me at 701-306-1670 or Mike.Bittner@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,
Bolton & Menk, Inc.

Mike Bittner

Mike Bittner, PE, PTOE, PMP, PTP, RSP, IMSA II
Principal Transportation Engineer/Project Manager
Mike.Bittner@bolton-menk.com

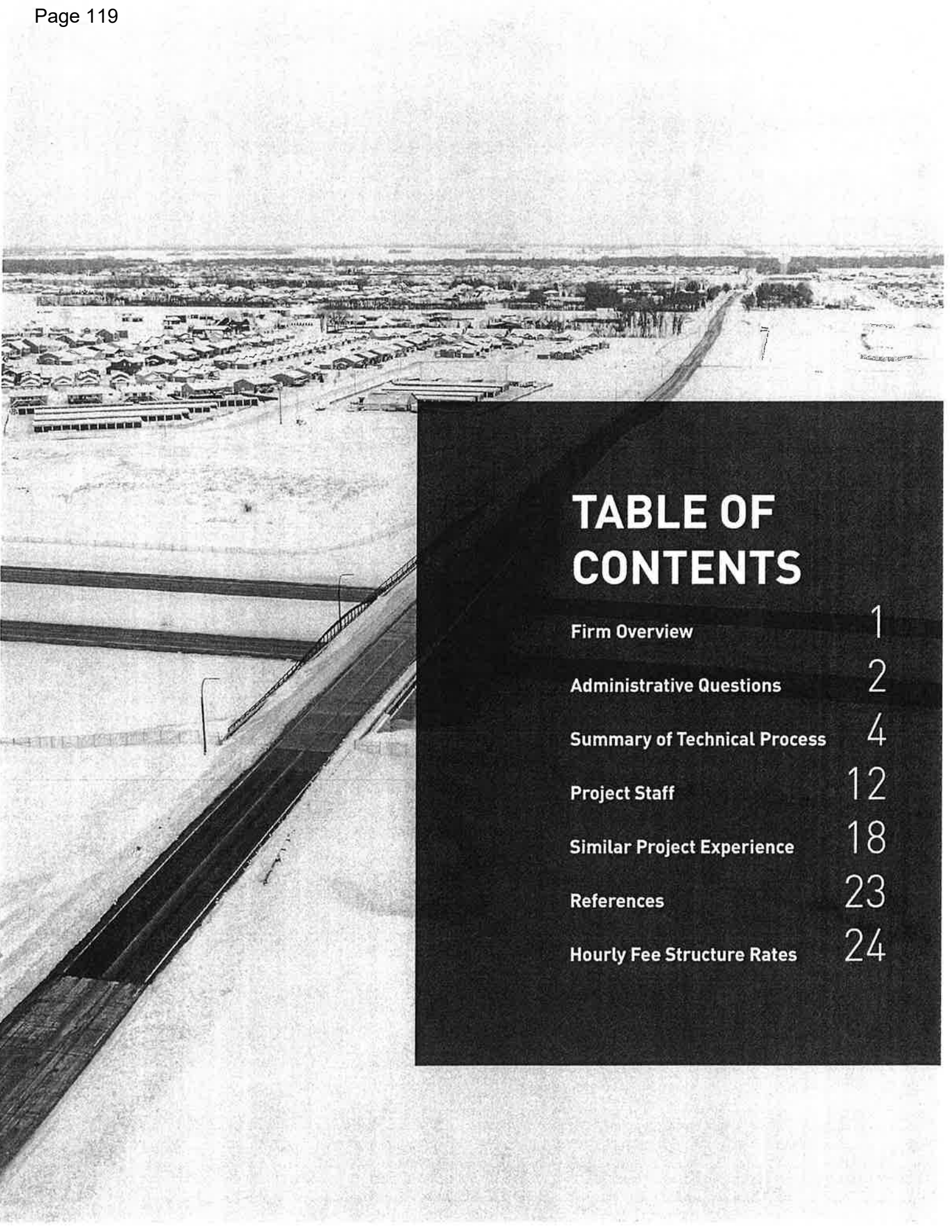
An aerial photograph of a winter landscape. A multi-lane road, partially covered in snow, runs diagonally from the bottom left towards the center. To the left of the road, there is a residential area with many small houses and buildings, their roofs covered in snow. The background shows a flat, open area with some distant structures and a line of trees under a pale sky.

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FIRM PROFILE

We believe all people should live in safe, sustainable, and beautiful communities and we take pride in our ability to make that happen. It's why we get out of bed every morning.

Our commitment to communities began in 1949 with two hard working Midwesterners—John Bolton and Martin Menk. They saw people in their surrounding communities who had dreams of a bright future, a desire to grow, and a common challenge of aging infrastructure. John and Martin's goal was to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Their legacy lives on. We still want to help, we work hard every day, and we always remember what got us here—we're people helping people. Today, Bolton & Menk has more than 800 employees including a professional staff of more than 250 engineers, planners, landscape architects, and surveyors.

We understand the process for successful projects. Our team builds upon the experience and trusted relationships to achieve the city's objectives and needs through collaboration and consensus building. Our firm has worked on numerous municipal projects that involve multiple governmental agencies. This experience is essential in understanding each agency's perspective and needs and helps us guide projects through successful development and implementation. Bolton & Menk provides ongoing municipal engineering services to more than 300 communities and serves as the designated consulting city engineer for more than 150 communities in North Dakota, Minnesota, and Iowa.

Ownership

The ownership of Bolton & Menk is divided between the professionals who manage the firm and an Employee Stock Ownership Trust (ESOT).

The professionals who manage the firm are not only the officers of the firm and the office managers but also key project managers who are involved in a significant way with key clients.

Bolton & Menk, Inc.

3168 41st St South, Ste 2
Fargo, ND 58104
P: 701-566-5339
F: 701-566-5348

Houston Engineering

Houston Engineering, Inc. (HEI) is a multidisciplinary consulting firm providing engineering, surveying, environmental, GIS, and planning services. With offices in North Dakota, Minnesota, South Dakota, Nebraska, and Iowa, local and national clients alike seek HEI's creative and lasting solutions. HEI's projects span across the US, with diverse clients in many markets including government, tribal, private industry, and non-profits. They use the latest technology to provide innovative solutions that produce results now and continue providing value well into the future.

Over the years, HEI has become a trusted partner for the North Dakota Department of Transportation (NDDOT) when working on our interstate system. Our team is well versed in following the NDDOT's guidelines and policies to successfully complete projects.



Employee-Owned C Corporation

Approved City of Fargo Consulting Services:



Replacement and Reconstruction



Transportation Engineering



Water Resources

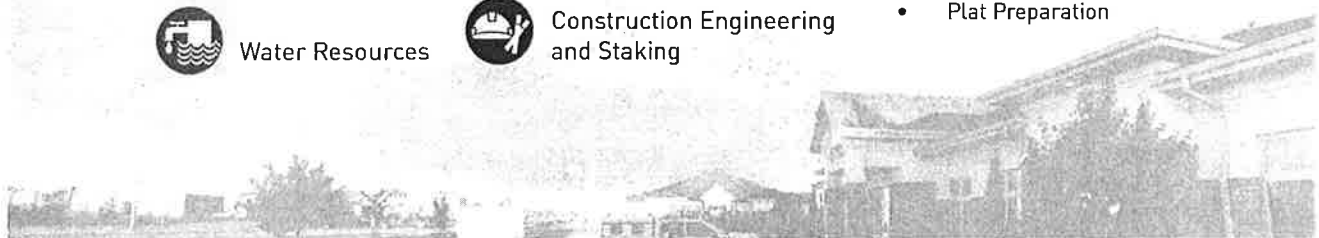


Construction Engineering and Staking



Land Surveying

- Topographic Surveys
- Legal Descriptions
- Plat Preparation



ADMINISTRATIVE QUESTIONS

Authorized Negotiator

Project Manager Mike Bittner is a principal owner of Bolton & Menk and upholds the highest standard of quality control and assurance for all staff working out of our Fargo location.



Project Manager

Mike Bittner PE, PTOE, PTP, RSP, PMP, ISMA II
Direct: 701-566-5339
Cell: 701-306-1670
Mike.Bittner@bolton-menk.com

Mike is a certified Project Management Professional (PMP), having managed more than 70 transportation projects in the past decade, including several dozen interchange-related projects, multiple freeway/interstate corridor studies, multiple FHWA approved interchange modification/justification reports, and several award-winning local interchange projects. Mike's exemplary work, leadership, creativity, and communication skills have been commended regionally and nationally. He was named a top Young Professional by the ENR Mountain Region, Midwest International Transportation Engineer's (ITE) Rising Star Award, Young Transportation Professional of the Year from North Central (ITE), presented at a dozen national conferences, and wrote three papers in the area of innovation traffic control, and was invited into ITE's leadership training program.

Mike served as the lead traffic engineer for the 64th Avenue project and developed the original scope of work to transition this project from an overpass project to a Interchange Justification Report, several years ago. In addition to this clear connection, Mike has worked on a myriad of similar projects in his career; a table of similar project can be found on the next page.

Workload & Manpower Summary

Our team features both availability, depth, and redundancy. Primary production staff leaders deployed on this project have more than 50% availability. Bolton & Menk also employs more than 800 employees to support any unforeseen changes to scope or schedule. Finally, our team is complimented by Houston Engineering for any quality control and assurance needs.

Employee Count	
Civil Engineers 234	
Transportation Engineers & Planners 70	
Structural Engineers 12	
Aviation Engineers & Planners 11	
Environmental Engineers 35	
Water Resources Engineers 32	
Natural Resources Specialists 16	
Land Surveyors 29	
Survey Technicians 54	
CADD Technicians 38	
Construction Inspectors 73	
GIS Specialists 23	
Urban/Regional Planners 27	
Landscape Architects 40	
Communication Specialists 7	
Creative Studio 13	
Funding Specialists 1	
Corporate/Administrative 98	

Mike Bittner's Similar Project Experience

Study Area	Location	Role	Key Aspects
Interstate 29/47 th Avenue	Grand Forks, ND	Deputy Project Manager/IJR Lead	Environmental document and IJR to establish a new I-29 access point in the primary growth area south of Grand Forks.
Interstate 29	North Dakota	Project Manager	SMART (Safety Mobility Automated Real-Time Traffic Management) Corridor Improvement project including several ITS components ranging from comprehensive 24/7/365 monitoring to variable speed limits.
I-29/Main Avenue/26 th Street	West Fargo, ND	Project Manager	Concept layouts and traffic analysis for a reconfiguration concept, first developed as part of the NW Subarea Study, that improves connectivity north and south to support planned growth.
Interstate 35	Duluth, MN	Deputy Project Manager	Corridor study along the 14 mile stretch of I-35 through Duluth. The study involved several interchange reconfigurations and ITS solutions.
TH 169/CSAH 4	Zimmerman, MN	Lead Traffic Engineer	Planning, justification, and environmental clearance for a new interchange at one of the highest crash locations in Minnesota.
Interstate 29 and 94 Interchange	Fargo, ND	Project Manager	Traffic simulation modeling and environmental documentation support for flyover ramp improvements.
Interstate 94/I-194	Bismarck-Mandan, ND	Lead Traffic Engineer	Freeway study on 19 miles of interstate and nine interchanges including one system-to-system interchange.
Trunk Highway 15	St. Cloud, MN	Project Manager	A corridor study that involved a freeway conversion analysis and implementation strategy at the highest crash corridor in the entire state.
Trunk Highway 280	Minneapolis Metro, MN	Project Manager	A freeway study that encompassed 11 interchanges in an oversaturated area of the Minneapolis metro.
Interstate 29	Grand Forks, ND	Project Manager	A scenario-based interstate study that helped spur several short- and long-term improvements at three existing interchange and two new interchanges.
Interstate 35W	Minneapolis Metro, MN	Technical Assistance/Quality Review	A pilot test on the functionality of using existing freeway lanes as AV lanes.
Interstate 29	Pembina/Emerson Border Crossing	Lead Traffic Engineer/ITS Engineer	A freeway study at the fifth largest land-based point of entry on the US-Canada border.
Interstate 94	Jamestown, ND	Lead Traffic Engineer	An interstate study that helped identify small-scale and long-term interchange reconfiguration improvements.



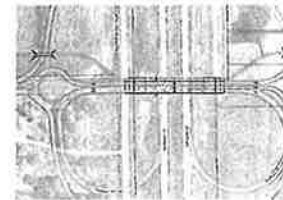
I-94/Sheyenne Street

- Project Manager
- 2019 ACEC National Honor Award



I-29/32nd Avenue

- Deputy Project Manager
- 2018 ACEC Transportation Project of the Year Award



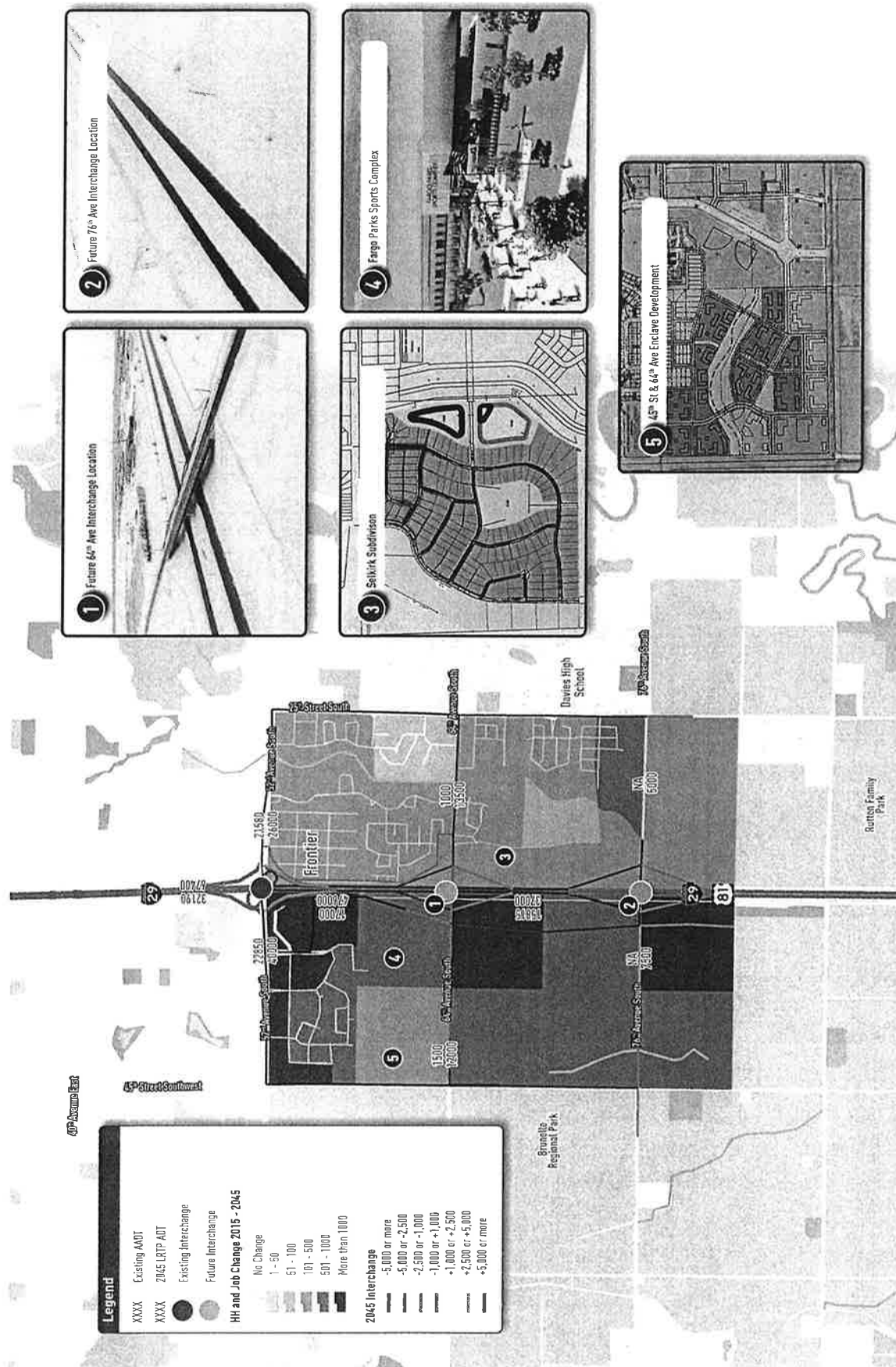
64th Avenue

- Lead Traffic Engineer



SUMMARY OF TECHNICAL PROCESS

Project Understanding



Bolton & Menk understands that the City of Fargo is requesting transportation engineering consulting services for planned and programmed Interstate 29 interchanges at 64th Avenue S and 76th Avenue S. Transformative work such as this requires careful attention to detail, clear communication and engagement with vested stakeholders, and the foresight to address hurdles before they become major obstacles.

Interstate Access Policy

Reasonable and reliable interstate access is important for mobility throughout the Fargo metropolitan area, however interstate access changes require support from NDDOT and approval from FHWA—whom typically prefer two-mile interchange spacing on the interstate system. This discrepancy will be a primary focal point for NDDOT during the review and evaluation process. Below are a few key items that our process will address to help articulate the benefits of the proposed one-mile access spacing configuration desired by the city:

- Mainline operations with auxiliary or collector-distributor lanes
- Benefit/cost analysis that factors in regional benefits to adjacent corridors such as 52nd Avenue, 25th Street, and 38th Street compared to a two-mile access spacing configuration
- Benefits from a multimodal perspective by facilitating smaller interchanges versus the traditional intimidating designs across the region
- Benefits to regional destinations that meet the design and intent of the interstate system
- Access management along 64th Avenue to ensure effective interchange operations into the future

Impacts to Regional Transportation System

While ensuring that interchange designs can properly accommodate anticipated demand is vitally important, we must also understand the impact that investments may have on the existing roadway network, specifically impacts at the 52nd Avenue interchange. Not only is documenting these impacts required for NDDOT/FHWA support, but understanding these impacts can help guide long-term investments on other important arterials. For example, preliminary TDM analysis finds that constructing a 64th Avenue interchange may relieve the nearby parallel arterials of 45th and 25th Streets by up to 6,000 vehicles per day, factoring 2045 growth. Doing so may also relieve the 52nd Avenue interchange of over 8,000 trips per day. Substantial growth is expected

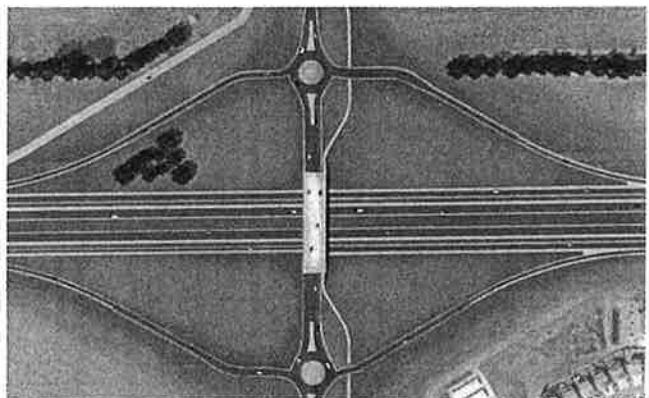
in this area; over 3,700 households are expected to be added within one mile of I-29 between 52nd Avenue and 76th Avenue by the year 2045. This amount of growth will have significant transportation needs that must be methodically and appropriately planned for.

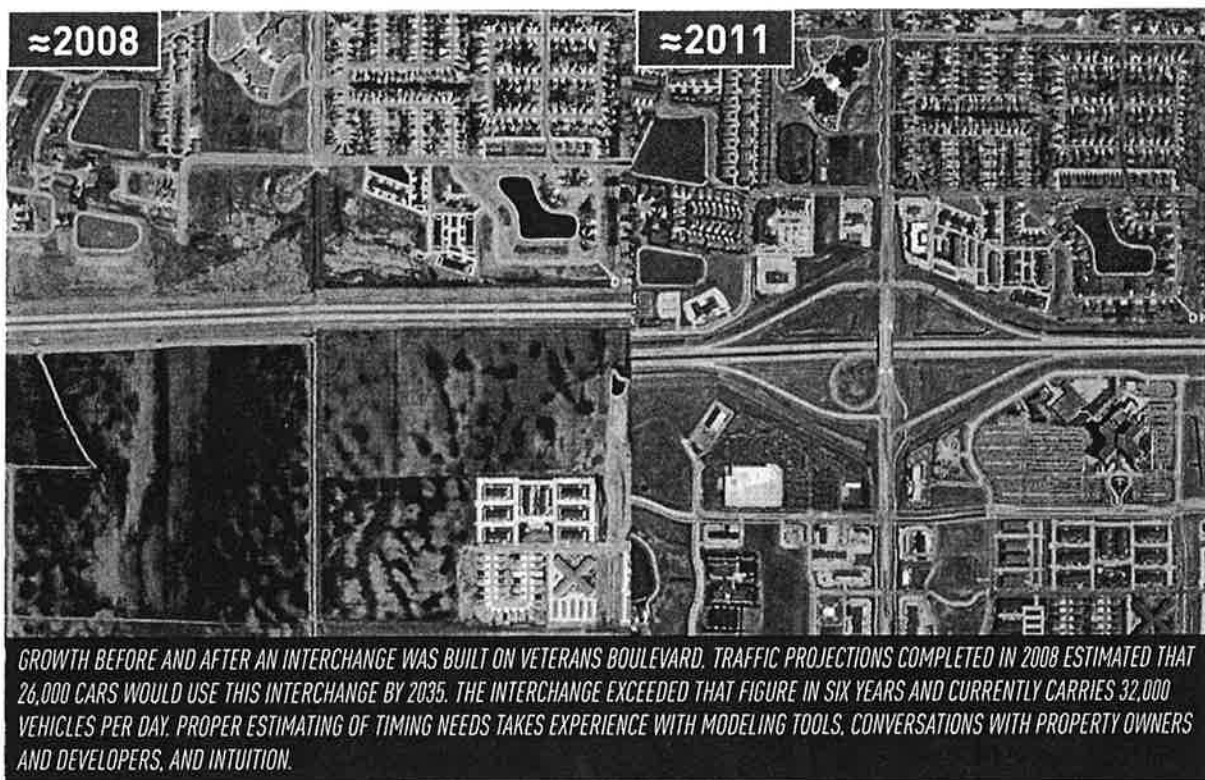
Economic Impacts

Major investments like interchanges significantly impact growth patterns and associated economic development. Several of these developments, such as the Fargo Parks Sports Complex, are expected to be regional attractions that will require ease of mobility to and from the interstate to avoid adverse impacts on the local system and on the vitality of planned development and economic activity. The difference between regional versus local destinations will have a significant bearing on NDDOT's appetite for an interchange at this location.

Timing Needs

Bolton & Menk has led the development design and master planning of over 1,200 acres of existing and planned development in the surrounding area. This hands-on experience in working with the community and guiding growth is a key differentiator and will allow us to hit the ground running when considering future impacts and mobility needs, and to continue working with developers in better understanding development schedules and needs. For example, our work with the Selkirk development, located east of I-29 between 64th and 76th Avenues, tells us that further development contingent upon improvements to Drainage Ditch 53 being made and FEMA approved levies being constructed. Further, our work with the Enclave development on the west side of the interstate informs us of the expedited schedule and how multi-modal access is a priority for the developer.





Environmental Documentation

Interchange work requires a comprehensive understanding of the required environmental review and documentation process. Project development can stall if the team does not have the technical expertise and working knowledge of the National Environmental Policy Act (NEPA) and various social, economic, and environmental assessments and documentation paths (CatEx, EA, etc.) that are triggered based on the magnitude of the transportation improvements and anticipated impacts. A few key items we want to pay particular attention to are:

- **Public Engagement:** for several decades and several public engagement meetings, this corridor was identified as an overpass location without interstate access: this change has the potential to create opposition from individual who have built homes along this corridor to the east of I-29
- **Recycling of Previous Field Studies:** while several studies, such as the cultural resources report can be mostly recycled from the last environmental document, it's likely that noise analysis will need to be conducted given the growth in this area in the past few years alone

Impact From Design Decisions

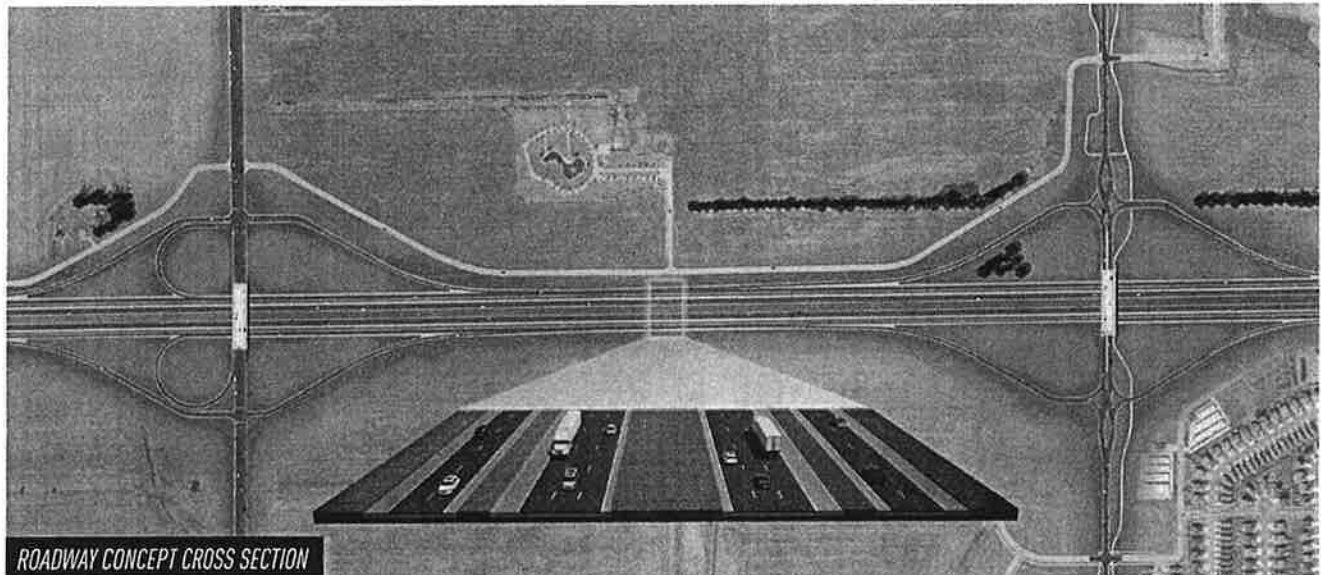
Given the higher-level interchange planning analysis that has been completed up to this point, more detailed design-oriented analyses will help us better understand project needs, benefits, impacts, and issues. Design decisions can have major impacts on mobility, safety, and the integration of multimodal facilities, with key decisions including interchange configurations, cross-street access spacing/traffic control, and the design of the I-29 mainline. Below are a few examples of areas we expect will require multiple alternatives to properly analyze:

- **NDDOT preferred (1/2 mile) and minimum (1/4 mile) access spacing policies** may require access control at intersections that have already been constructed (33rd Street and Sports Drive at 64th Avenue). Pending interchange ramp locations and spacings to these intersections, intersection access modifications and control may be required to satisfy NDDOT policy.
- **The development of detailed designs** will also help in the preparation of more precise benefit-cost analyses that will guide decision-making. These exercises may reveal that higher-cost investments like collector-distributor roads, auxiliary lanes, or unique interchange designs may have benefits that justify the higher project costs compared to traditional designs.

Context Sensitive Solutions

The currently developing areas east of I-29 surrounding 64th Avenue feature largely residential and light commercial land uses. Considering a smaller interchange footprint with extensive pedestrian and bike accommodations may be a more appropriate fit to the local environment. A limited interchange capacity may benefit the area with a larger proportion of local only trips served by the 64th interchange and rerouting regional trips to larger interchanges at 52nd Avenue and 76th Avenue.

Previous studies of the 76th Avenue corridor and subsequent interchange with I-29 forecasted nearly 100,000 daily entering vehicles at the interchange—**this would predict the interchange would serve the highest amount of daily traffic in all of North Dakota!** A review of growth expectations in this area may be appropriate to determine the likelihood of such a heavily traveled facility. Nonetheless, innovative designs should be considered as appropriate to accommodate a new interchange access at 76th Avenue what provide the required capacity without unjustified cost or impacts.



Project Approach

Our Proven Incremental Approach

Our team will work through a series of investigations and evaluations to fully understand existing and future conditions, set reasonable goals and objectives, develop and evaluate feasible concepts, provide recommendations, and complete the design and environmental documentation. Our approach includes ongoing collaboration with stakeholders, finalizing steps along the way to minimize the potential for surprises. We have outlined the process we feel will effectively provide sustainable recommendations for corridor improvements that are technically feasible, economically viable, environmentally compatible, and publicly acceptable. Our team has used a similar process for numerous interchange planning, design, and construction projects in recent years.

1.0 – Project Management

The Bolton & Menk team will be led by project manager, Mike Bittner. He will serve as primary client contact and ensure the team has adequate resources and personnel to deliver the project. Mike will ensure consistent communication, manage the project budget and invoicing, and ensure the team's obligations to the city, its partners, and the public are met.

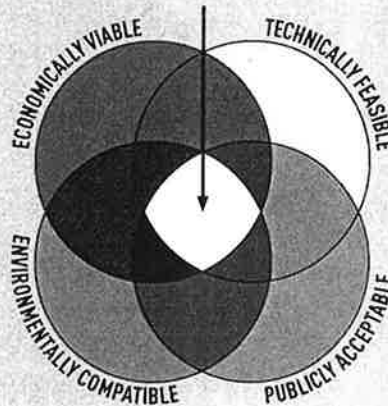
We will develop and implement project-specific quality management plan to address the unique needs of the project. This will incorporate Bolton & Menk's comprehensive QA/QC project which has been designed to meet the needs of our firm and our clients. Our program systematically and dramatically reduces the potential for issues. Routine product reviews are an integral part of the quality control process. This task establishes the QA/QC procedures for this project; actual review time is incorporated within each task.

Sustainable Decision-Making Approach

Our team will implement a *sustainable decision-making approach* to address the identified goals and objectives by including evaluation of key elements.

An economically viable plan is sensitive to initial capital costs as well as lifecycle costs. It focuses on individual design details such as construction materials or site planning details.

An environmentally compatible plan identifies sensitive features of the site, applies the appropriate level of environmental review, and balances design concepts. It protects and accentuates environmental, natural, historic, and cultural resources while achieving the fundamental purpose of the roadway improvements.



A technically feasible plan builds upon work already completed, establishes technical objectives based on sound planning and engineering principles, and applies extensive design experience to find creative and feasible solutions.

A publicly acceptable plan identifies and involves stakeholders early in the decision-making process, listens and understands issues, and informs and maintains communication.

2.0 – Preliminary Design

Multiple system improvement options that meet study area transportation goals will be developed. Broadly, improvement options will emphasize maintaining safe and efficient operations on I-29, while also providing surface street designs that meet demand for all travel modes. Further transportation needs that can be addressed with improvements will be guided from the results of the existing and future conditions analysis.

The types of improvements that will be considered include:

- Interchanges at 64th Avenue and 76th Avenue—including potentially innovative designs eliminating the need for structure widening
- Roundabout at the east ramp intersection of 64th Avenue
- Structure widening at 64th Avenue to accommodate added lanes
- Improvements to I-29 mainline
- Surface street corridor improvements
- Surface street access management improvements
- Addition of supporting roadways/future intersections
- Expansion/enhancement of the pedestrian and bicycle networks
- Stormwater treatment

Early in the concept development process, we will hold a design charrette to encourage creative and diverse concepts that we can further develop and evaluate. Engaging the project partners helps develop an understanding of what we can and cannot do, allows NDDOT and FHWA to be involved in developing ideas,

and ultimately helps get the support that will move a project forward.

We will prepare three concept designs each for the 64th Avenue and 76th Avenue interchanges. At 64th Avenue, two additional concepts will be developed considering mainline interstate improvements (auxiliary lanes, collector-distributor roadways). Cost estimates will be prepared for all concepts.

3.0 – Interstate System Access Change Request (ISACR)

Interchange planning efforts commonly fail by failing to engage FHWA and asking for feedback at appropriate decision points. We will use our previous, local interchange experience to engage FHWA at the right time and build them up as a champion for the project with equal stake early in the process. Including them on the Steering Committee and creating early engagement will make this interaction more fluid and cooperative.

- Our team will collect traffic volume data using StreetLight Insight as local traffic patterns will drastically change with interchange additions; traffic forecasting will be based on 2045 TDM and informed by our local expertise in area development timings and intensities
- We will perform TDM scenario analysis considering the impacts of building either interchange or both to best understand how interchange access affects regional travel patterns
- Traffic modeling of AM and PM peak hours will be performed with PTV Vissim microsimulation software using the 2045 forecast volumes at four intersections



on 52nd Avenue (31st Street to 38th Street) and four future intersections on 64th Avenue (same limits)

- Alternatives analysis will consider up to three alternatives at the 64th Avenue interchange and a reconfigured 52nd Avenue interchange
- An analysis of the TDM results and microsimulation measures of effectiveness will be performed to best understand volume and/or delay thresholds at which triggers for a new interchange are met
- All of this work will culminate in the drafting of an approved, FHWA compliant IJR



Bolton & Menk is particularly adept at developing and successfully implementing innovative solutions. The example above illustrates a continuous green-t configuration that has the potential to reduce delays and stops by 42% and 47% respectively at 76th Avenue compared to a standard diamond interchange.

4.0 – Preliminary Survey

Preliminary survey will include the following:

- ND OneCall locates, map request, and coordination with owners
- Primary and secondary control, opus solution submittal and approval
- Topographic survey with NDDOT SFN Forms
- Right-of-Way boundaries; section corner survey and plat review
- NDDOT survey submittal

5.0 – Environmental Document

Effective leadership for environmental documentation is needed to actively manage the process and ensure compliance with all state and federal rules and regulations. The NEPA process is an integral part of project development. Our team will follow the guidance provided in the NDDOT Design Manual (Chapter 2) and conduct the necessary agency coordination to gather input needed to develop a supported project, mitigate environmental risks, and make the environmental review and documentation effort seamless. Our team will work with NDDOT and FHWA staff to determine the appropriate NEPA documentation path. Assuming a Documented CatEx is required, our team will conduct

all investigations, impact assessments, and prepare the documentation for state and federal approvals. To the extent practical, we will use the past NEPA reviews completed for the 64th Avenue overpass project. However, due to an expanded impact footprint and the addition of access ramps, it is assumed further review and assessment will be required for several SEE categories.

6.0 – Geotechnical Investigation

It was assumed that the previous geotechnical investigation completed for the 64th Avenue overpass could be reused and reviewed for this project.

7.0 – Stakeholder Engagement (All Meetings)

Three stakeholder engagement pathways are crucial to project success:

1. NDDOT Management and FHWA Presentation

Meeting with NDDOT and FHWA decision makers is key to gaining formal approval in reaching the city's goals. Educating both agencies about the methodical work done to ensure the project satisfies the needs and concerns of all parties is a major step in greenlighting the project. NDDOT approval is critical to leveraging available funding. Strategic workshops are recommended to involve them at key points in the project as part of the Steering Committee. This will include involvement from the Fargo District and Local Government Division.

2. City Commission Brown Bag

The Fargo City Commission has been intimately involved with the development of this project. Check-ins with city leadership will be important to update on project progress, but even more so important to identify a local champion to travel to Bismarck for management presentations to advance and promote the project.

3. Public Input Meeting

One public input meeting will be held to inform the public of decisions made and to present preferred concepts and how it was arrived at. One meeting is proposed as a baseline public engagement process, several value-added options are available and recommended for consideration. For example, INPUTID™ may be used to efficiently gain feedback from the general public over the course of weeks rather than at one open house. Creatively reaching the freight industry may be needed to mitigate constructability concerns; construction of the 64th Avenue overpass required lengthy detours that severely impacted trucking routes.

Steering Committee meetings will be held on a



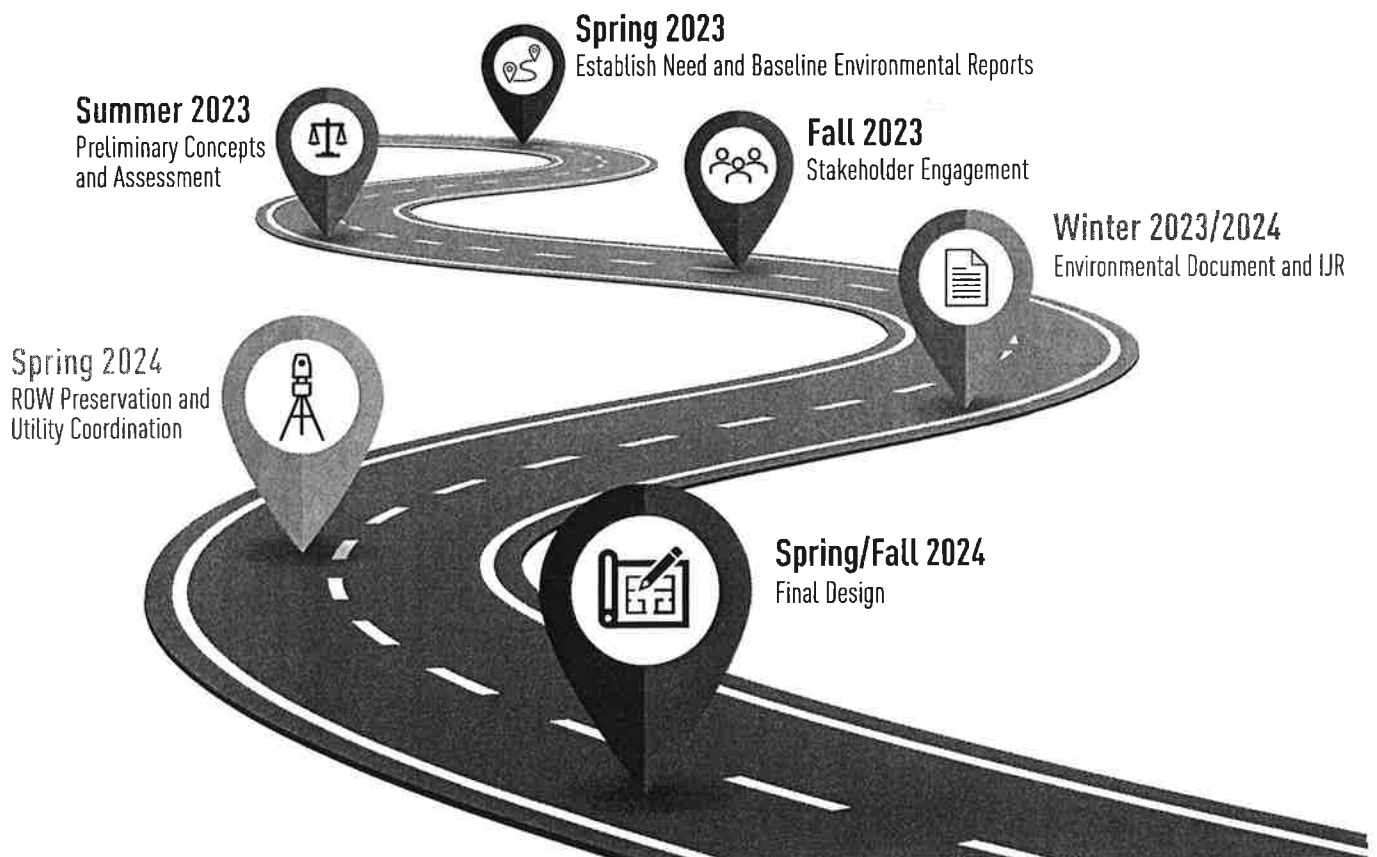
regular basis at key points in the project process to gain understanding and buy in. Confirming growth expectations and future scenarios planning, alternative assessment, public engagement preparation, and environmental documentation meetings are identified as important check in points to ensure a successful project.

Additional meetings with property owners and surrounding developers will be held to better understand local needs and how development timing may influence triggers for further investment and to ensure investments do not go to waste. Gaining support of these groups is key to keep the project on schedule. Many of these may be surprised that an interchange is proposed at this location as an overpass was originally all that was promised. Tactfully meeting with these individuals, particularly residents east of I-29, to inform, educate, and involve, will be crucial and additional meetings may be required. A clear understanding of development activity and property impacts, and how that impacts economic activity, is critical to the success

of the IJR approval.

8.0 – Final Design

Depending on the results of tasks 1-7, final design may be amended onto the final contract. The budget for this task includes independent project administration and a new set of meetings. This task is where significantly more detail will be given to utility, bridge, roadway and hydraulic engineering activities on 64th Avenue. This work will culminate into final design and construction plans and project summary report. This effort will also include easement acquisition drawings and legal descriptions and all necessary permits. This effort will also include construction easement and permanent right-of-way acquisition drawings and legal descriptions as well as all necessary permits.



OUR SCHEDULE DEVIATES SLIGHTLY FROM THE RFP TO ALLOW FOR COMPLETION OF ANALYSES NECESSARY TO GET NDDOT AND FHWA FEEDBACK THAT IS CRITICAL BEFORE GOING OUT TO THE PUBLIC.



Value Added Items

The depth of experience at Bolton & Menk extends beyond the skills required to deliver the scope of work described in the RFP. Our team can provide additional, value-added services should the City of Fargo need professional services in addition to those included in the solicitation. We have identified optional tasks that Bolton & Menk has the expertise to perform and believe would add value to the 64th and 76th Avenue projects. Upon selection, we would like to discuss these further.

INPUTiD™

Bolton & Menk's proprietary digital engagement tool allows us to reach those who may be reluctant or unable to attend an open house. The easy-to-use mapping interface allows visitors to post digital sticky notes on maps of the existing area or a potential concept and provide feedback from a computer or mobile device.

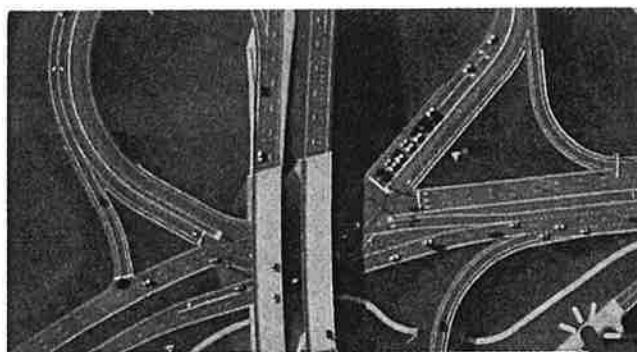


Pop Up Meetings

If public feedback is crucial to project success, pinning all hope on a good open house turn out is a gamble we can't be willing to make. Meeting the public where they are at (popular grocery store, city events, community sports centers, etc.) via pop up information stands allows us to reach those who don't have time to attend an open house or who may not even know about a project.

Project Visualizations

Bolton & Menk has assembled a team of visualization experts with the skills and resources to produce simple 2D static renderings as well as fully animated, 3D animations that almost immerse the viewer in the scene. The visual images are able to be composited over still imagery and full motion video of the project area. Lighting, material mapping, and camera animation are all used to bring your project to life before a shovel ever hits the ground. These deliverables are often irreplaceable in helping stakeholders, especially the public, understand technical concepts and visualizing the actual impacts of a preliminary idea.



CLICK THE PICTURE (or go to <https://www.youtube.com/watch?v=rTdr2vg3h8U>) TO SEE AN ANIMATED RENDERING OF THE I-94 AND SHEYENNE STREET INTERCHANGE

CLICK
HERE

Expanded 76th Avenue S Traffic Analysis

We can expand our traffic forecasting, modeling, and safety assessment effort to more closely match the level of detail provided in 64th Avenue analysis. More detailed traffic analysis related to a 76th Avenue interchange can provide a more comprehensive understanding of traffic operations on the I-29 mainline as previous studies have forecasted nearly 100,000 vehicles per day served by this interchange. This analysis would allow a more precise evaluation of the impacts from different interchange designs as well as a potential collector-distributor system between future interchanges in south Fargo.

Growth Scenario Analysis

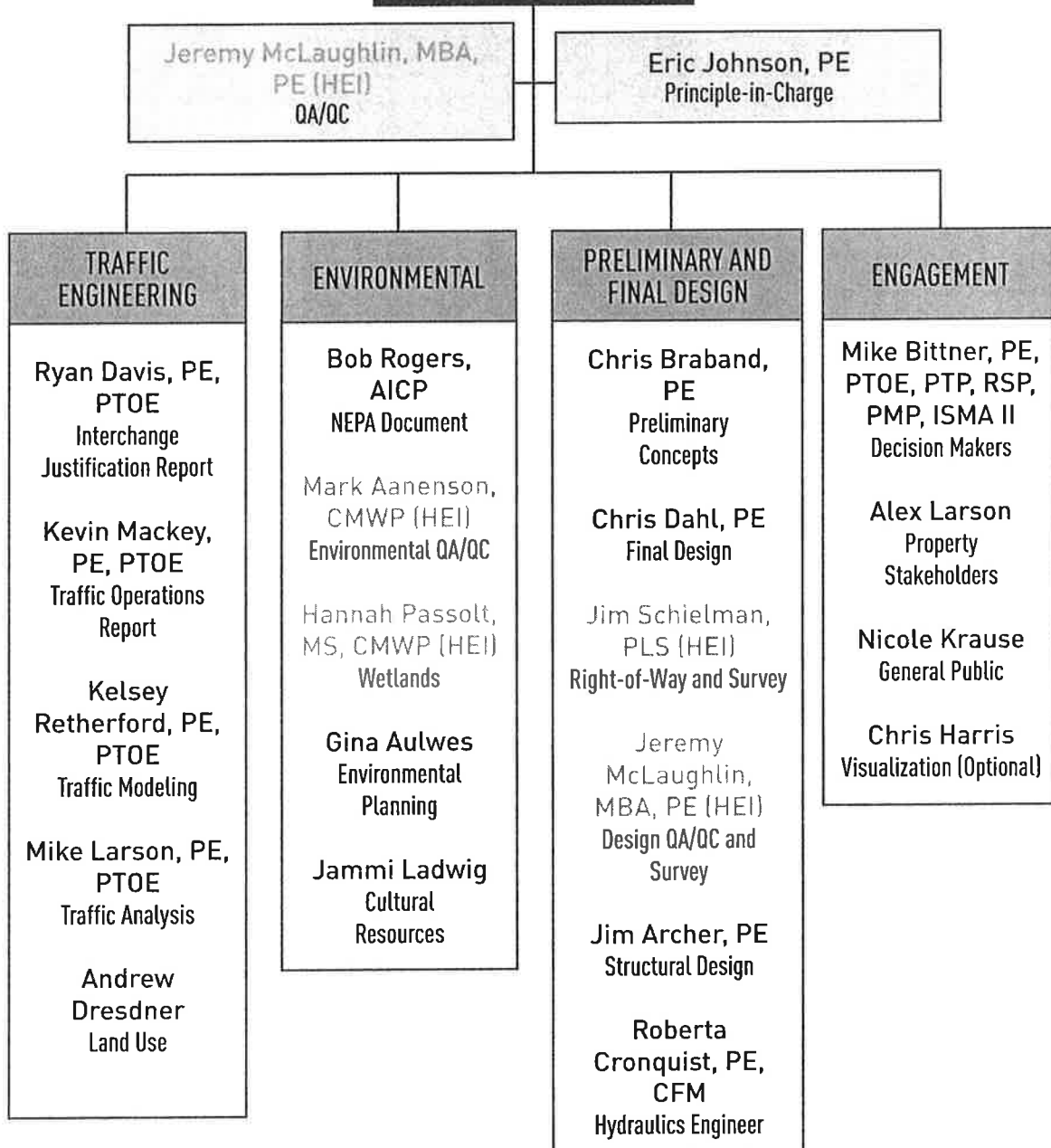
Given the impact that development in south Fargo will have on roadway needs, we can expand the scope of our scenario analysis to include more detailed traffic operations analysis under multiple growth scenarios. Increased development interest and activity in recent years may cause variations in traffic patterns and trip generation compared to past corridor studies and the area travel demand model. A revisit of these estimates and utilizing input from the steering committee on the most realistic amount of growth may be a game changer in the planning of this interchange. Using our knowledge of area developments, we can make updates to the 2045 demand model and interim scenarios can be developed. Working with agency and developer stakeholders, multiple growth scenarios can be developed and evaluated for feasibility and operations analysis.

PROJECT STAFF

Bolton & Menk understands the importance of developing design solutions that can be supported by stakeholders and implemented efficiently. We have provided a brief background and description of key individual roles. These individuals have track records of successful projects and, just as importantly, are enthusiastic and committed to meeting and exceeding your expectations. We can provide detailed résumés of all personnel upon request.



**Mike Bittner, PE, PTOE,
PTP, RSP, PMP, ISMA II**
Project Manager





14

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: JANUARY 19, 2023

SUBJECT: FIRE DEPARTMENT EMPLOYEE WELLNESS PROGRAM CONTRACT

For the past three years, The Building Resilience Together Project has been operating through the work of six victim serving organizations in North Dakota, courageously seeking innovative solutions to address the impact of vicarious trauma, empathic strain, and burnout in organizations and teams. Since the inception of the project, the ND Collaboration VOCA Grant has been providing mental health services to first responders free of charge. Several members of the Fire Department have utilized the services over the past three years. The members that have used the service have expressed that they felt the program served them well and would like to continue to utilize the services.

The grant ended in July of 2022, and Building Resilience Together continued to provide support, as needed, through the end of the year at no cost. FFD Administration has been working to improve the mental health offerings for our first responders. Staff has worked with the Building Resilience Together Project to provide one annual mental health evaluation per member of the department for 2023. The contract is for \$22,181.25 and provides for 130 evaluations. FFD Administration sees this as a step in ensuring we have mentally strong and resilient employees.

This program will be funded through our current annual physical assessment budget line.

RECOMMENDED MOTION: Approve a one year contract with Dakota Children's Advocacy Center for \$22,181.25 for Resiliency, Support, & Therapy services in the 2023 calendar year.



Dakota Children's
ADVOCACY CENTER



EMPLOYEE WELLNESS PROGRAM CONTRACT

This agreement ("Agreement") sets forth the agreed upon terms and conditions surrounding the Dakota Children's Advocacy Center's (hereinafter referred to as DCAC) delivery of the Employee Wellness Program (hereinafter referred to as "Program") to employees (hereinafter referred to as "Participants") of City of Fargo a ND Municipal Corporation (hereinafter referred to as "Client") to begin January 1, 2023 ("Commencement Date"). This Agreement also refers to DCAC and Client individually as "Party" and collectively as the "Parties."

Terms and Conditions

1. Term:

1. Term of this contract shall be one calendar year commencing January 1, 2023 and ending December 31, 2023 unless either Party shall deliver to the other Party written notice of non-renewal not less than thirty (30) days prior to the expiration of the term.
2. In the event that DCAC fails to perform any material Service required to be performed by DCAC hereunder, and such failure shall not be cured by DCAC within thirty (30) days following the delivery of written notice by Client to DCAC setting forth, in detail, the circumstances of such failure of performance, Client shall have the right to terminate this Agreement upon the expiration of such thirty (30) day period.

2. Fees:

1. Client agrees to pay DCAC a fee of \$ 162.50 per employee wellness visit plus 5% admin fee each month billed, not to exceed \$ 22,181.25 annually.
2. Client represents that as of the Commencement Date it has approximately 130 employees who will participate in the program.
3. Client may update employee counts to provide additional services at the additional fee of \$162.50 per addition visit, if the number of employees increases.
4. DCAC will invoice Client on a monthly basis starting the month after the Commencement Date.
5. In the event that any payment due DCAC hereunder is not received by DCAC from Client when due, a delinquency charge shall be assessed on each installment assessed in default for not less than five (5) days in an amount not to exceed five percent (1.5 %) for each month the installment remains unpaid, or the maximum amount allowed by law, in addition to other costs and expenses incurred by DCAC to collect any amounts due hereunder.

3. **Services:** The Program shall provide 1 wellness visit per year, per employee, up to 130 employees. Services will be secondary traumatic stress informed and provided by a Provider in the Resiliency.Support.Therapy (RST) program. RST is an employee assistance program specifically for victim service providers (including law enforcement, medical professionals, social service providers, advocates, and mental health professionals) in North Dakota wanting to address the impact of working in

high stress and trauma-exposed fields. Employees are responsible for calling and scheduling appointments. It is the responsibility of the Client to promote the program to employees.

4. **Relationship of the RST Providers:** An RST Provider is an independent contractor and not an employee of DCAC or the Client. An RST Provider does not have the authority to act for, or to bind DCAC or the Client in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of, DCAC or Client.

RST Providers sign a contract with the DCAC and must agree to maintain Provider's licensure and shall immediately notify DCAC in the event Provider's license to practice psychology, therapy, or counseling is canceled, suspended, or otherwise impaired or investigated by any licensing board.

All services are to be performed solely at the risk of the Provider and the Provider shall take all precautions necessary for the proper performance thereof. Provider will maintain general liability and professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 with a duly licensed insurance carrier at all times during the term of the Agreement.

5. **Confidentiality:** RST Providers will report to City of Fargo Employee Health the names of employees who have attended their wellness visit. All other information will remain confidential, and the Program will comply with all applicable state and federal HIPAA privacy rules. Clinical records are treated as confidential and will not be released.
6. **Force Majeure:** No failure, delay or default in performance of any obligation of DCAC shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of DCAC, including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; war; terrorism; riot; pandemic; theft; flood, earthquake, or and other natural disaster.
7. **Liability Insurance:** DCAC will maintain general liability and professional liability insurance coverage, each with minimum limits of \$1,000,000/\$3,000,000, with a duly licensed insurance carrier at all times during the term of the Agreement. Likewise, RST providers will maintain general liability and professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 with a duly licensed insurance carrier at all times during the term of the Agreement.
8. **Indemnify:** If permitted, and to the extent provided by law, Client will defend, indemnify, and hold DCAC harmless against any and all suits, claims, demands or liabilities arising out of or in any way connected with this Agreement except to the extent that such liability is the sole result of negligent acts of DCAC, its officers or employees. It is expressly understood and agreed that the Client's obligations to indemnify DCAC shall survive any termination of this Agreement.
9. **Covered Participants:** Participation is restricted to those employees of the Fargo Fire Department, up to 130 employees. Additional employees maybe added if needed with a contract addendum.
10. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the Party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.

11. **Billing Contact Information:** Client agrees to provide DCAC with current and updated billing contact information.

Client Billing Contact:

Address:

Phone number:

Email address:

12. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other Party.
13. **Relationship of the Parties:** DCAC and Client agree that DCAC is an independent contractor and neither Party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the Parties hereto.
14. **Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations, or agreements, either verbal or written, by and between the Parties hereto, all of which are merged herein.

Please sign below to acknowledge each Party's acceptance of these terms.

City of Fargo, Mayor Tim Mahoney

City Auditor, Steve Sprague

Authorized Representative

Date

Authorized Representative

Date

Dakota Children's Advocacy Center, Executive Director Paula Condol

Authorized Representative

Date



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: 01/2023 Requisition No. or Pcard No. (last 4 digits only): 0000250851

Purchaser Name or Purchasing Card Name: Division Chief Craig Nelson

What is being purchased?

Required annual mental health check-ins for all FFD employees civilian and sworn.

Mental health services

Is this an Emergency Purchase No (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: PPI Consulting \$475.00 per visit

Vendor #2 Name and Quote: Public Safety Psychological Services \$250.00 per visit

Vendor #3 Name and Quote: Dakota Children's Advocacy Center \$162.50 per visit

Vendor Selected: Dakota Children's Advocacy Center

Quantity Purchased: 130 Total Purchase Price \$: \$22,181.25

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

Comments:

130 employee, \$162.50 per visit, 5% Administrative fee

Vendor ID# 25957

Requisition # 0000250851

Department Head Signature (for Emergency Purchase) _____

Auditors Office:

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

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To: Board of City Commissioners

From: Jill Minette, Director of Human Resources

Re: Blue Cross Blue Shield of North Dakota - Health Insurance Benefit Plan Agreement and Dental Insurance Group Insurance Policy

Date: January 19, 2023

Please see the attached Blue Cross Blue Shield of North Dakota (BCBSND) Health Insurance Benefit Plan Agreement and Dental Group Insurance Policy. The health insurance agreement and dental insurance policy reflect the renewal terms previously approved for the 2023 plan year and have been reviewed by the City Attorney.

RECOMMENDED MOTION: To approve the Blue Cross Blue Shield of North Dakota (BCBSND) Health Insurance Benefit Plan Agreement and Dental Group Insurance Policy.

GROUP INSURANCE POLICY
for
Dental Benefits

Blue Cross Blue Shield of North Dakota
4510 13th Avenue South
Fargo, North Dakota 58121

City of Fargo

253973

Effective Date: January 1, 2023

Term: 12 months

The Policyholder has established and maintains a fully insured group dental plan (the Plan) which provides, among other things, various benefits to Members, as set forth in the Certificate of Insurance (Certificate). The Policyholder and Blue Cross Blue Shield of North Dakota the (Company) will make the dental benefits available to eligible Certificate Holders of the Policyholder and/or their Dependents at 12:01 AM on the Effective Date and upon the terms and conditions contained in this Group Insurance Policy (Group Policy). The Company will pay the benefits described in the Certificate and any Schedule of Benefits or amendments attached hereto, subject to the Group Policy terms. The Certificate is attached to this Group Policy as Exhibit A and incorporated by reference. The parties shall fulfill the obligations stated herein.

Certain terms in this Group Policy have specific meanings as set forth in the Definitions section of this Group Policy and in the Definitions section of the Certificate.

GROUP POLICY AND CONSIDERATION: In consideration of payment of all Premiums when due and receipt of accurate and complete application information, the Company will insure those Members enrolled in the Policyholder's Group Policy for dental benefits in accordance with the terms and conditions of this Group Policy. Coverage will begin at 12:01 AM on the Effective Date shown above. It will remain in force for the initial Term and for such further periods for which it is renewed.



Its President and CEO

December 15, 2022

DEFINITIONS

- A. **CERTIFICATE HOLDER** – any employee of the Policyholder who is or may become eligible to receive a benefit under this Plan. The term includes all common law employees as well as any proprietors, partners or other owners who work for the Policyholder, if any, and who are otherwise entitled to coverage under the Plan. Notwithstanding the above, in no case shall the term Certificate Holder include any person not otherwise entitled to coverage under the terms of the Plan.
- B. **CLAIM** – notification in a form acceptable to the Company that services have been provided or furnished to a Member.
- C. **COMPANY** – Blue Cross Blue Shield of North Dakota (BCBSND), or a third party with which BCBSND contracts for a provider network and to perform certain functions to administer the terms of the Group Policy and coverage within the Certificate.
- D. **DATA AGGREGATION** – the combining of Protected Health Information the Company creates or receives for or from the Plan and for or from other health plans or health care providers for which the Company is acting as a business associate to permit data analyses that relate to the Health Care Operations of the Plan and those other health plans or providers.
- E. **DEPENDENT** – those individuals eligible to enroll for coverage under the Group Policy because of their relationship to the Certificate Holder.
- F. **HEALTH CARE OPERATIONS** – any of the activities of a health plan to the extent the activities relate to those functions that make it a health plan.
- G. **MEMBER** – the Certificate Holder and any Dependent of a Certificate Holder or any other person designated by the Certificate Holder or by the terms of the Plan who is or may become entitled to a benefit under the Plan. The term shall also include any proprietor, partner or owner of the Policyholder, if any, who is designated by the terms of the Plan who is or may become entitled to a benefit under the Plan. In no case shall the term Member include any person not otherwise entitled to coverage under the terms of the Plan.
- H. **POLICYHOLDER** – the entity identified as the Policyholder on the first page of this Group Policy that is also the Plan Sponsor and Plan Administrator for purposes of the Employee Retirement Income Security Act of 1974 (ERISA), as amended.
- I. **PROTECTED HEALTH INFORMATION (PHI)** – individually identifiable health information, including summary and statistical information, collected from or on behalf of a Member that is transmitted by or maintained in electronic media, or transmitted or maintained in any other form or medium and that:
1. is created by or received from a health care provider, health care employer or health care clearinghouse;
 2. relates to a Member's past, present or future physical or mental health or condition;
 3. relates to the provision of health care to a Member;
 4. relates to the past, present, or future payment for health care to or on behalf of a Member; or
 5. identifies a Member or could reasonably be used to identify a Member.
- Educational records and employment records are not considered PHI under federal law.
- J. **SECURITY INCIDENT** – any attempted or successful unauthorized access, use, disclosure, modification or destruction of a Member's electronic PHI or interference with the Company's system operations in the Company's information systems.

- K. **STANDARD TRANSACTIONS** – health care financial or administrative transactions conducted electronically for which standard data elements, code sets and formats have been adopted in accordance with federal or state law.
- L. **SUCCESSFUL SECURITY INCIDENTS** – Security Incidents that result in unauthorized access, use, disclosure, modification or destruction of information or interference with system operations.
- M. **UNSUCCESSFUL SECURITY INCIDENTS** – Security Incidents that do not result in unauthorized access, use, disclosure, modification or destruction of information or interference with system operations.

INSURANCE RULES

A. ELIGIBILITY:

In order to be eligible to enroll for benefits under this Group Policy, a Certificate Holder and any Dependents must meet the Policyholder's eligibility requirements, satisfy the requirements and definitions set forth in the Certificate, and meet any requirements of applicable law or regulation.

No person who meets the eligibility requirements of this Group Policy shall be refused enrollment or re-enrollment because of age, race, color, national origin, disability, sexual orientation, gender identity, sex, dental health status, genetic disorder or the existence of a pre-existing dental condition.

B. ENROLLMENT:

Eligible Certificate Holders and/or their Dependents shall become enrolled under the Group Policy as set forth in the Certificate and this Group Policy. An open enrollment period may be provided in which Certificate Holders may elect to enroll or disenroll themselves and Dependents under this Group Policy. Open enrollment occurs at a time and frequency stipulated by the Company subject to the request of the Policyholder or its authorized representative.

GENERAL POLICY RULES

A. PAYMENT OF PREMIUMS:

In consideration of the dental Benefit Plan made available to the Members by the Company, the Premium listed below is payable in accordance with the Premium payment provisions of this Group Policy. The Company reserves the right to seek reimbursement from the Policyholder for any bank charges incurred for insufficient funds on a payment by the Policyholder.

	Individual Coverage	Parent and Child(ren) Coverage	Two Person Coverage	Family Coverage
BlueDental Elite+ 100 1000	\$44.50	\$86.80	\$89.00	\$132.20

B. TERM OF GROUP POLICY:

This Group Policy shall begin at 12:01 A.M. on the Effective Date, continue in effect for the initial term shown on the first page of this Group Policy and automatically renew thereafter for terms indicated in the Group Policy renewal notices, subject to the following:

1. Either the Policyholder or the Company may elect not to renew the Group Policy by providing 60 days prior written notice. In the absence of notice from the Policyholder of its intention not to renew, receipt of the renewal Premium constitutes the Policyholder's acceptance of the renewal. In the event of non-renewal by the Policyholder, any unpaid Premium due for months prior to the termination shall be due and payable on the termination date.
2. The Company may terminate this Group Policy upon default in the payment of Premium by giving to the Policyholder 31 days prior written notice of such termination. Notice to the Policyholder shall state the amount of Premium due and the 31 day grace period for payment. Coverage under the Group Policy will remain in effect during the 31 day grace period. Payment of said sum prior to the date of intended termination shall continue this Group Policy in full force and effect. The Policyholder shall remain liable to the Company for Premiums accrued during the grace period. For purposes of this section, the Company will apply these default provisions to any separate billing locations of the Policyholder when the Policyholder elects to structure its Group with separate billing locations that are independently responsible for Premium payment.
3. The Company may terminate this Group Policy with 31 days advance notice if the number of Certificate Holders enrolled under this Group Policy totals less than the Company's required minimum participation.
4. The Company may also adjust the Premium or benefits with 31 days advance notice if the extent or nature of the risk changes significantly.
5. The Group Policy or coverage of a Member may be terminated immediately when there is fraud or misrepresentation by the Policyholder or Member respectively.
6. In the event of a breach by either party, other than for nonpayment of Premium, the other party may terminate this Group Policy by written notice to the breaching party. The breaching party has 31 days to fully cure the breach. If the breach is not cured within 31 days after written notice, this Group Policy will immediately terminate.
7. The Plan Administrator will have the right to terminate this Group Policy if the Company has engaged in a pattern of activity or practice that constitutes a material breach or violation of the Company's obligations regarding PHI under this Group Policy and, on notice of such material breach or violation from the Plan Administrator, fails to take reasonable steps to cure the breach or end the violation.

If the Company fails to cure the material breach or end the violation after the Plan Administrator's notice, the Plan Administrator may terminate this Group Policy by providing the Company written notice of termination setting forth the uncured material breach or violation serving as the basis for the termination and specifying the effective date of the termination.

8. Notwithstanding the above provisions, either the Company or the Policyholder may terminate this Group Policy with at least 31 days advance written notice. Any unpaid Premium due for months prior to the termination shall be due and payable on the termination date.

C. POLICYHOLDER OBLIGATIONS:

The Policyholder agrees, in addition to any other obligations contained herein, that it shall:

1. Have the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules and regulations, including any licensing, filing, reporting and disclosure requirements that may apply to the Plan. The Company will have no responsibility for or liability with respect to the Plan's compliance or noncompliance with any applicable federal, state or local law, rule or regulation.
2. By executing this Group Policy, the Plan Sponsor certifies to the Company that its Plan documents have been amended to incorporate the provisions required by and under federal law, and agrees to comply with the Plan Administrator's plan documents.

The Company may rely on Plan Sponsor's certification and Plan Administrator's written authorization, and will have no obligation to verify (1) that the Plan Administrator's plan documents have been amended to comply with the requirements of federal law or this Group Policy or (2) that the Plan Sponsor is complying with the Plan Administrator's plan document as amended.

3. Define its eligibility requirements for enrollment of Members under the Group Policy and communicate such requirements, including any changes, to Members. During the term of this Group Policy, no change in the Policyholder's eligibility requirements, participation requirements or renewal date shall be permitted to affect eligibility or enrollment unless such change is agreed to in advance by the Company.
4. Collect from its Certificate Holders any contribution toward the Premium and notify Certificate Holders of any change in such contribution. Pay in full when due the Premium specified in this Group Policy or renewal notice for this Group Policy for all enrolled Certificate Holders and Dependents, as reported to the Company. Unless otherwise agreed between the Policyholder and the Company or dictated by applicable law or regulation, Premium for Members who become ineligible during the course of this Group Policy is due through the end of such month in which they become ineligible.
5. Send accurate and timely enrollment data including additions, terminations and changes required by the Company to perform its duties under this Group Policy and to determine Premium rates. The Policyholder will be held liable for the cost of Claims incurred as a result of inaccurate enrollment data, or retroactive terminations of enrollment that exceed the guidelines of the Company. All records of the Policyholder that bear on the insurance including eligibility, enrollment and payment of Premium must be open to the Company for its inspection and to make copies at any reasonable time and with reasonable notice to the Policyholder.
6. Notify the Company as soon as possible when coverage is to be continued for ineligible Members under any state or federal law or regulation. It is the Policyholder's obligation to notify Certificate Holders and Dependents of their rights and any Premium due for continuation coverage as required by law.
7. Notify all Certificate Holders of the termination of the Group Policy. Coverage will be terminated regardless of whether the notice is given.

D. COMPANY OBLIGATIONS:

The Company or its authorized representative shall perform administrative functions necessary to ensure the provision of benefits for the Policyholder and its Members. Such functions may include, but are not limited to billing, processing Claims, providing a Certificate for Certificate Holders, responding to inquiries and complaints related to this Group Policy and maintaining records.

The Company does not disclose Claim or eligibility records except as allowed or required by law. The Company maintains physical, electronic and procedural safeguards to guard Claims and eligibility information from unauthorized access, use and disclosure. Claim records are owned by and are proprietary to the Company.

1. Privacy of Protected Health Information (PHI)

- a. The Company will keep confidential all Claim records and all other PHI the Company creates or receives in the performance of its duties under this Group Policy. Except as permitted or required by this Group Policy for the Company to perform its duties under this Group Policy, the Company will not use or disclose such Claim information or other PHI without the authorization of the Member who is the subject of such information or as required by law.
- b. The Company will neither use nor disclose Members' PHI (including any Members' PHI received from a business associate of the Plan) except (1) as permitted or required by this Group Policy, (2) as permitted in writing by the Plan Administrator, (3) as authorized by Members or (4) as required by law.
- c. The Company will be permitted to use or disclose Members' PHI only as follows:
 1. The Company will be permitted to use and disclose Members' PHI (a) for the management, operation and administration of the Plan that the Plan Administrator offers Members, and (b) for the services set forth in the Plan, which include payment activities, Health Care Operations, and Data Aggregation as these terms are defined under federal law. The Company also may de-identify PHI it obtains or creates in the course of providing services for the Plan Administrator.
 - (i) The Company will be permitted to use Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities.
 - (ii) The Company will be permitted to disclose Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities only if (i) the disclosure is required by law, or (ii) before the disclosure, the Company obtains from the entity to which the disclosure is to be made reasonable assurance, evidenced by written Group Policy, that the entity will hold Members' PHI in confidence, use or further disclose Members' PHI only for the purposes for which the Company disclosed it to the entity or as required by law, and notify the Company of any instance the entity becomes aware of where the confidentiality of any Members' PHI was breached.
 2. The Company will make reasonable efforts to use, disclose or request only a limited data set where practical. Otherwise, the minimum necessary amount of Members' PHI to accomplish its intended purpose.
- d. Other than disclosures permitted by General Policy Rules (D.1.c), the Company will not disclose Members' PHI to the Plan Administrator or to the Plan's business associate except as directed by the Plan Administrator in writing.

- e. The Company will require each subcontractor and agent to which the Company is permitted by this Group Policy or in writing by the Plan Administrator to disclose Members' PHI to provide reasonable assurance, evidenced by written contract, that such other entity will comply with the same privacy and security obligations with respect to Members' PHI as this Group Policy applies to the Company.
- f. The Company will not disclose any Members' PHI to the Plan Sponsor, except as permitted by and in accordance with General Policy Rules (D.1.c).
- g. Disposition of Protected Health Information.

The parties agree that upon termination, cancellation, expiration or other conclusion of this Group Policy, the Company will return or destroy all PHI received or created by the Company on the Plan Administrator's behalf as soon as feasible. Due to various regulatory and legal requirements, the Plan Administrator acknowledges that immediate return or destruction of all such information is not feasible. The Company agrees that upon conclusion of this Group Policy for any reason, it will use or disclose the PHI it received or created on the Plan's behalf only as necessary to meet the Company's regulatory and legal requirements and for no other purposes unless permitted in writing by the Plan Administrator. The Company will destroy PHI received or created by the Company on the Plan Administrator's behalf that is in the Company's possession under such circumstances and upon such schedule as the Company deems consistent with its regulatory and other legal obligations.

- 1. The Company will meet all obligations imposed upon it by the HIPAA Privacy Rule.

2. Information Safeguards

- a. The Company will maintain reasonable and appropriate administrative, technical and physical safeguards to protect the privacy of Member PHI. The safeguards must reasonably protect Member PHI from any intentional or unintentional use or disclosure in violation of federal law and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Group Policy.
- b. The Company will implement administrative, technical and physical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI the Company creates, receives, maintains or transmits on behalf of the Plan Administrator as required by federal law.

3. Inspection of Books and Records

- a. The Company will make its internal practices, books and records relating to its use and disclosure of PHI created or received for or from the Plan Administrator available to the U.S. Department of Health and Human Services to determine compliance with federal law or this Group Policy.
- b. The Company will prepare and distribute a notice of privacy practices appropriate for the Plan to meet its notice obligations under federal law. The Plan Administrator authorizes the Company to disclose the minimum necessary PHI to the Plan Sponsor for Plan Administration functions specified in the Plan documents as amended.

4. Information Privacy and Safeguard Provisions Survive Termination of Group Policy

These responsibilities agreed to by the Company and related to protecting the privacy of PHI, as well as any terms directly related thereto, shall survive the termination of this Group Policy and where applicable, shall govern the Company's receipt and use of PHI obtained pursuant to the terms of this Group Policy.

E. GENERAL PROVISIONS:

1. Where federal law is not applicable, this Group Policy shall be governed by the laws of the state of North Dakota.
2. This Group Policy consists of the attached Certificate, Schedule of Benefits and amendments to the previously mentioned forms and represents the entire agreement between the Policyholder and the Company with respect to the subject matter. The failure of any section or subsection of this Group Policy shall not affect the validity, legality and enforceability of the remaining sections hereof.
3. The provisions of the Certificate and all of its Schedule of Benefits issued to amend this Group Policy after its Effective Date are made a part of this Group Policy.
4. Except as otherwise herein provided, each amendment to this Group Policy, including a change in the Premium or benefits, shall be proposed by the Company to the Policyholder at renewal and in writing. Except as otherwise provided herein, each amendment shall become effective on the date this Group Policy renews in accordance with General Policy Rules (B).
5. An amendment mutually agreed to by both parties can be proposed at any time by either party in writing to the other with the advance notice indicated on the first page of this Group Policy. The effective date must be mutually agreed to by both parties. Payment of Premium will confirm acceptance of amendment. A change in the Group Policy may be made at any time without mutual agreement of the parties if the change is necessary to satisfy the requirements of any state or federal law applicable to the Group Policy. An amendment will not affect a Claim incurred prior to the effective date of the change.
6. Only a duly designated officer of the Company has the authority to: (a) waive any conditions or restrictions of the Group Policy; (b) extend the time in which a Premium may be paid; (c) make or change a contract; and (d) bind the Company by a promise or representation or by information given or received. An agent of the Company is not an officer. No agent has such authority.
7. The Plan Administrator agrees to abide by all underwriting requirements established by the Company as these underwriting requirements relate to, including but not limited to, rating factors, the minimum participation of eligible Members, minimum employer contributions, reporting employer contribution rates and provider network restrictions, as permitted and restricted under federal and/or state laws.
8. The Company will provide formal policy and procedure guidelines to the Plan Administrator for the conduct of external audits or reviews commissioned by the Plan Administrator. The Company shall cooperate with all external audit or review teams.

The Plan Administrator shall provide the Company with the scope and requirements of any audit or review prior to the commencement of the audit or review. If a sample of Claims is required, the Company will provide the Plan Administrator with a statistically valid computerized sample of Claims.

All audit or review findings shall be discussed with the Company upon discovery to allow further investigation or implementation of corrective action.

All Member records shall be kept confidential and considered proprietary. Such records shall be available for audit or review only after disclosure statements have been signed by the external audit or review team to ensure the information remains confidential and is utilized for the stated purpose only. If any records are removed from the Company's office for purposes of the audit or review, approval must be granted. All records will be subject to the minimum necessary requirements.

9. The Plan Administrator hereby expressly acknowledges and understands that BCBSND is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting BCBSND to use the Blue Cross and Blue Shield Service Marks in the state of North Dakota, and that BCBSND is not contracting as an agent of the Association. The Plan Administrator further acknowledges and agrees this Group Policy was not entered into based upon representations by any person or entity other than BCBSND and that no person, entity, or organization other than BCBSND shall be held accountable or liable to the Plan Administrator for any of BCBSND's obligations to the Plan Administrator created under this Group Policy. This paragraph shall not create any additional obligations whatsoever on the part of BCBSND other than those obligations created under other provisions of this Group Policy.
10. It shall be the sole responsibility of the Plan Administrator to distribute Certificates to Certificate Holders of the Plan and to advise Members of their rights under ERISA, including, but not limited to Claims appeals procedures. In the event a Claim is paid due to the Certificate not being distributed to the Certificate Holder, the Plan Administrator shall be liable for all such Claims. The Certificate is not the Summary Plan Description but contains some of the information that the Plan Administrator may deem essential for inclusion in the Summary Plan Description. The Plan Administrator has the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules and regulations, including the creation and distribution of a Summary Plan Description.
11. If the Plan Administrator has a digital or online version of the Certificate available to its employees, the Plan Administrator agrees that it will not alter, modify or change the language of the Certificate, and further agrees the Certificate, attached as Exhibit A, will be the controlling document in the event of any conflict or liability that might arise as the result of any alterations, modifications or changes made by the Plan Administrator. In the event a Claim is paid based on the Plan Administrator's digital or online Certificate, the Plan Administrator is liable for all such Claims. The Plan Administrator further agrees that no waiver of this Group Policy is valid unless in writing and approved by the Company.
12. Upon the effective date of any final regulation or amendment to final regulations with respect to PHI, Standard Transactions, the security of health information or other aspects of the Health Insurance Portability and Accountability Act of 1996 applicable to this Group Policy, this Group Policy will automatically amend such that the obligations imposed on the Plan Sponsor, the Plan Administrator and the Company remain in compliance with such regulations, unless the Company elects to terminate this Group Policy by providing the Plan Sponsor and the Plan Administrator notice of termination in accordance with this Group Policy at least 31 days before the Effective Date of such final regulation or amendment to final regulations.

13. Any notice required under this Group Policy shall be in writing and shall be effective when delivered in person or sent by certified mail to a party at its respective address. Notices to the Company shall be sent to:

**Attention: President and CEO
Blue Cross Blue Shield of North Dakota
4510 13th Avenue South
Fargo, North Dakota 58121**

F. INDEMNIFICATION CLAUSE:

Each party agrees to indemnify and hold harmless the other party for all causes of action, suits, claims, judgments, settlements, liabilities, damages of any kind, penalties, losses, expenses, court costs and attorneys' fees resulting from or arising out of any duty under this Group Policy, if the liability was the consequence of the actions of the indemnifying party.

G. BINDING EFFECT:

This Group Policy shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

City of Fargo

January 1, 2023 through December 31, 2023

BENEFIT PLAN AGREEMENT

This Benefit Plan Agreement ("Agreement") is entered into between City of Fargo ("the Plan Sponsor"), City of Fargo ("the Plan Administrator") and Blue Cross Blue Shield of North Dakota ("BCBSND"). Throughout this Agreement, BCBSND is referred to as the "Company."

The Plan Sponsor has established and maintains a fully insured group health plan (the Plan) which provides, among other things, various benefits to Members in the Plan, as set forth in the Certificate of Insurance provided to plan Members. The Plan Administrator is the administrator of the Plan established through this Agreement.

In consideration of payment of required premium and acceptance of applications, the Company enters into this Agreement with the Plan Sponsor and the Plan Administrator. The Company agrees to provide plan Members the benefits set forth in the Certificate of Insurance, in accordance with its terms and conditions. This Agreement also includes the Certificate of Insurance, applications, Identification Cards and any endorsements, supplements, attachments, addenda or amendments.

FOR VALUABLE CONSIDERATION, THE PARTIES AGREE AS FOLLOWS:

1. EFFECTIVE DATE AND PLAN YEAR

This Agreement is effective January 1, 2023, through December 31, 2023, unless terminated as provided in Section 7. TERMINATION.

For the purposes of the costs of any and all benefits and services extended through this Benefit Plan, including the implementation of any benefit changes required under federal or state law, the Plan Administrator agrees that the Plan Year shall commence on January 1, unless it is terminated by one of the parties as specified in Section 7. TERMINATION.

2. DEFINITIONS

This section defines the terms used in this Agreement. These terms will be capitalized throughout this Agreement when referred to in the context defined.

- 2.1 **CLAIM** – notification in a form acceptable to the Company that services have been provided or furnished to a Member.
- 2.2 **DATA AGGREGATION** – the combining of Protected Health Information the Company creates or receives for or from the Plan and for or from other health plans or health care providers for which the Company is acting as a business associate to permit data analyses that relate to the Health Care Operations of the Plan and those other health plans or providers.
- 2.3 **HEALTH CARE OPERATIONS** – any of the activities of a health plan to the extent the activities relate to those functions that make it a health plan.
- 2.4 **MEMBER** – the Subscriber and any dependent of a Subscriber or any other person designated by a Subscriber or by the terms of the Plan who is or may become entitled to a benefit under the Plan. The term shall also include any proprietor, partner, or owner of the Plan Sponsor, if any, who is designated by the terms of the Plan who is or may become entitled to a benefit under the Plan. In no case shall the term Member include any person not otherwise entitled to coverage under the terms of the Plan.

For the purposes of determining the various benefits and restrictions or other limitations thereto made available to a Member under the terms of this Agreement, all benefits under any Plan option or tier (and any restrictions or other limitations thereto) made available to or received by a Member shall accumulate toward that Member's benefits and any restrictions and other limitations thereto.

- 2.5 **PAYMENT** – activities undertaken to obtain premiums, determine or fulfill coverage and benefits, or obtain or provide reimbursement for health care services.
- 2.6 **PROTECTED HEALTH INFORMATION (PHI)** – individually identifiable health information, including summary and statistical information, collected from or on behalf of a Member that is transmitted by or maintained in electronic media, or transmitted or maintained in any other form or medium and that:
- A. is created by or received from a Health Care Provider, health care employer, or health care clearinghouse;
 - B. relates to a Member's past, present or future physical or mental health or condition;
 - C. relates to the provision of health care to a Member;
 - D. relates to the past, present, or future payment for health care to or on behalf of a Member; or
 - E. identifies a Member or could reasonably be used to identify a Member.

Educational records and employment records are not considered PHI under federal law.

- 2.7 **SECURITY INCIDENT** – any attempted or successful unauthorized access, use, disclosure, modification, or destruction of a Member's electronic PHI or interference with the Company's system operations in the Company's information systems.
- 2.8 **STANDARD TRANSACTIONS** – health care financial or administrative transactions conducted electronically for which standard data elements, code sets and formats have been adopted in accordance with federal or state law.
- 2.9 **SUBSCRIBER** – any employee of the Plan Sponsor who is or may become eligible to receive a benefit under the Plan. The term includes all common law employees as well as any proprietors, partners, or other owners who work for the Plan Sponsor, if any, and who are otherwise entitled to coverage under the Plan. Notwithstanding the above, in no case shall the term Subscriber include any person not otherwise entitled to coverage under the terms of the Plan.
- 2.10 **SUCCESSFUL SECURITY INCIDENTS** – Security Incidents that result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.
- 2.11 **UNSUCCESSFUL SECURITY INCIDENTS** – Security Incidents that do not result in unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations.

3. **PREMIUMS**

- 3.1 All premiums are due and payable before the first of the month. If premiums are not received before the date due, a grace period of 31 days is allowed. The Plan Administrator remains responsible for payment of any premium due during the grace period. If the Plan Administrator provides written notice of cancellation during the grace period, the Plan Administrator will be charged a pro rata premium.
- 3.2 The Company will advise the Plan Administrator of any change in required premium at least 31 days prior to the anniversary date of this Agreement, unless otherwise specifically agreed to by the parties. In addition, the Company reserves the right, upon providing at least 31 days notice, to change the required premium in response to any change in the rate of insurance premium tax assessed by the state of North Dakota or if the Plan Administrator should choose to offer a dual choice option.

3.3 Health Premiums:

	Individual Coverage	Parent and Child Coverage	Parent and Children Coverage	Two Person Coverage	Family Coverage
BlueAccess	\$745.50	\$1,803.90	\$1,803.90	\$1,803.90	\$1,803.90

4. **PRIVACY USE AND DISCLOSURE RESPONSIBILITIES**4.1 **RESPONSIBILITIES OF THE COMPANY**A. **Privacy of Protected Health Information (PHI)**

1. The Company will keep confidential all Claim records and all other PHI the Company creates or receives in the performance of its duties under this Agreement. Except as permitted or required by this Agreement for the Company to perform its duties under this Agreement, the Company will not use or disclose such Claim information or other PHI without the authorization of the Member who is the subject of such information or as required by law.
2. The Company will neither use nor disclose Members' PHI (including any Members' PHI received from a business associate of the Plan) except (1) as permitted or required by this Agreement, (2) as permitted in writing by the Plan Administrator, (3) as authorized by Members, or (4) as required by law.
3. The Company will be permitted to use or disclose Members' PHI only as follows:
 - a. The Company will be permitted to use and disclose Members' PHI (a) for the management, operation and administration of the Plan that the Plan Administrator offers Members, and (b) for the services set forth in the Plan, which include Payment activities, Health Care Operations, and Data Aggregation as these terms are defined under federal law. The Company also may de-identify PHI it obtains or creates in the course of providing services for the Plan Administrator.
 - (1) The Company will be permitted to use Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities.
 - (2) The Company will be permitted to disclose Members' PHI as necessary for the Company's proper management and administration or to carry out the Company's legal responsibilities only if (i) the disclosure is required by law, or (ii) before the disclosure, the Company obtains from the entity to which the disclosure is to be made reasonable assurance, evidenced by written Agreement, that the entity will hold Members' PHI in confidence, use or further disclose Members' PHI only for the purposes for which the Company disclosed it to the entity or as required by law, and notify the Company of any instance the entity becomes aware of where the confidentiality of any Members' PHI was breached.
 - b. The Company will make reasonable efforts to use, disclose, or request only a limited data set where practical. Otherwise, the minimum necessary amount of Members' PHI to accomplish its intended purpose.
4. Other than disclosures permitted by Section 4.1(A)3, the Company will not disclose Members' PHI to the Plan Administrator or to the Plan's business associate except as directed by the Plan Administrator in writing.

5. The Company will require each subcontractor and agent to which the Company is permitted by this Agreement or in writing by the Plan Administrator to disclose Members' PHI to provide reasonable assurance, evidenced by written contract, that such other entity will comply with the same privacy and security obligations with respect to Members' PHI as this Agreement applies to the Company.
6. The Company will not disclose any Members' PHI to the Plan Sponsor, except as permitted by and in accordance with Section 4.1(A)3.
7. Disposition of Protected Health Information

The parties agree that upon termination, cancellation, expiration or other conclusion of this Agreement, the Company will return or destroy all PHI received or created by the Company on the Plan Administrator's behalf as soon as feasible. Due to various regulatory and legal requirements, the Plan Administrator acknowledges that immediate return or destruction of all such information is not feasible. The Company agrees that upon conclusion of this Agreement for any reason, it will use or disclose the PHI it received or created on the Plan's behalf only as necessary to meet the Company's regulatory and legal requirements and for no other purposes unless permitted in writing by the Plan Administrator. The Company will destroy PHI received or created by the Company on the Plan Administrator's behalf that is in the Company's possession under such circumstances and upon such schedule as the Company deems consistent with its regulatory and other legal obligations.

These responsibilities agreed to by the Company and related to protecting the privacy and safeguarding the security of PHI, as well as any terms directly related thereto, shall survive the termination of this Agreement and, where applicable, shall govern the Company's receipt, use or disclosure of PHI pursuant to the terms of this Agreement.

8. The Company will meet all obligations imposed upon it by the HIPAA Privacy Rule.

B. Information Safeguards

1. The Company will maintain reasonable and appropriate administrative, technical and physical safeguards to protect the privacy of Member PHI. The safeguards must reasonably protect Member PHI from any intentional or unintentional use or disclosure in violation of federal law and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
2. The Company will implement administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI the Company creates, receives, maintains, or transmits on behalf of the Plan Administrator as required by federal law.

C. Inspection of Books and Records

The Company will make its internal practices, books, and records relating to its use and disclosure of PHI created or received for or from the Plan Administrator available to the U.S. Department of Health and Human Services to determine compliance with federal law or this Agreement.

- D. The Company will prepare and distribute a notice of privacy practices appropriate for the Plan to meet its notice obligations under federal law. The Plan Administrator authorizes the Company to disclose the minimum necessary PHI to the Plan Sponsor for plan administration functions specified in the Plan documents as amended.

E. Information Privacy and Safeguard Provisions Survive Termination of Agreement

These responsibilities agreed to by the Company and related to protecting the privacy of PHI, as well as any terms directly related thereto, shall survive the termination of this Agreement and where applicable, shall govern the Company's receipt and use of PHI obtained pursuant to the terms of this Agreement.

4.2 RESPONSIBILITIES OF THE PLAN SPONSOR

- A. The Plan Sponsor retains full and final authority and responsibility for the Plan and its operation. The Company is empowered to act on behalf of the Plan only as stated in this Agreement or as mutually agreed in writing by the Plan Sponsor and the Company.
- B. The Plan Sponsor will have the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including any licensing, filing, reporting, and disclosure requirements, that may apply to the Plan. The Company will have no responsibility for or liability with respect to the Plan's compliance or noncompliance with any applicable federal, state, or local law, rule, or regulation.

If the Group offers a high deductible health plan, the Plan Sponsor assumes sole responsibility for determining whether the Plan qualifies as a high deductible health plan under Section 223(c)(2) of the U.S. Internal Revenue Code. THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING THE PLAN.

If the Group offers a high deductible health plan, the Company does not provide legal or tax advice, and expressly disclaims responsibility for determining, on behalf of any individual or group, the legal and tax implications of: (1) establishing a health savings account; (2) eligibility for a health savings account; (3) the contributions made to a health savings account; (4) the deductibility of contributions to a health savings account; and (5) withdrawals from a health savings account and related taxation.

- C. By executing this Agreement, the Plan Sponsor certifies to the Company that its Plan documents have been amended to incorporate the provisions required by and under federal law, and agrees to comply with the Plan Administrator's plan documents.

The Company may rely on Plan Sponsor's certification and Plan Administrator's written authorization, and will have no obligation to verify (1) that the Plan Administrator's plan documents have been amended to comply with the requirements of federal law or this Agreement or (2) that the Plan Sponsor is complying with the Plan Administrator's plan document as amended.

- D. By executing this Agreement, the Plan Sponsor also certifies to the Company that its Plan does not contain a waiting period, as defined under applicable federal HIPAA portability regulations, exceeding 60 days. The Plan Sponsor acknowledges that the Company will rely on the Plan Sponsor's certification and that the Plan Sponsor shall have a continuing obligation to immediately notify the Company if any revisions are made to the Plan's waiting period.

5. INTER-PLAN ARRANGEMENTS

BCBSND has a variety of relationships with other Blue Cross and/or Blue Shield Licensees referred to generally as "Inter-Plan Arrangements." These Inter-Plan Arrangements operate under rules and procedures issued by the Blue Cross Blue Shield Association ("Association"). Whenever a Member accesses health care services outside of the geographic area BCBSND serves, the claim for those services may be processed through one of these Inter-Plan Arrangements and presented to BCBSND for payment in accordance with the rules of the Inter-Plan Arrangements. The Inter-Plan Arrangements are described generally below.

Typically when accessing care outside the geographic area BCBSND serves, a Member obtains care from health care providers that have a contractual agreement ("participating health care providers") with the local Blue Cross and/or Blue Shield Licensee in that other geographic area ("Host Blue"). In some instances, a Member may obtain care from health care providers in the Host Blue geographic area that do not have a contractual agreement ("nonparticipating health care providers") with a Host Blue. BCBSND remains responsible for fulfilling its contractual obligations to the Plan Administrator. BCBSND payment practices in both instances are described below.

All claim types are eligible to be processed through Inter-Plan Arrangements, as described above, except for all dental care benefits and vision care benefits (except when paid as medical claims/benefits), and those prescription drug benefits that may be administered by a third party contracted by BCBSND to provide the specific service or services.

A. BlueCard® Program

The BlueCard Program is an Inter-Plan Arrangement. Under this Arrangement, when Members access Covered Services within the geographic area served by a Host Blue, the Host Blue will be responsible for contracting and handling all interactions with its participating health care providers. The financial terms of the BlueCard Program are described generally below.

Liability Calculation Method Per Claim:

Unless subject to a fixed dollar copayment, the calculation of Member liability on claims for Covered Services processed through the BlueCard Program will be based on the lower of the Host Blue's participating health care provider's billed charges or the negotiated price made available to BCBSND by the Host Blue.

Host Blues determine a negotiated price, which is reflected in the terms of each Host Blue's health care provider contracts. The negotiated price made available to BCBSND by the Host Blue may represent one of the following:

1. the actual price. An actual price is a negotiated rate of payment without any other increases or decreases; or
2. an estimated price. An estimated price is a negotiated rate of payment reduced or increased by a percentage to take into account certain payments negotiated with the provider and other claim- and non-claim-related transactions. Such transactions may include, but are not limited to, anti-fraud and abuse recoveries, provider refunds not applied on a claim-specific basis, retrospective settlements, and performance-related bonuses or incentives; or
3. an average price. An average price is a percentage of billed covered charges representing the aggregate payments negotiated by the Host Blue with all of its health care providers or a similar classification of its providers and other claim- and non-claim-related transactions. Such transactions may include the same ones as noted above for an estimated price.

Host Blues determine whether or not they will use an actual, estimated or average price. Host Blues using either an estimated price or an average price may prospectively increase or reduce such prices to correct for over- or underestimation of past prices (i.e., prospective adjustments may mean that a current price reflects additional amounts or credits for claims already paid or anticipated to be paid to providers or refunds received or anticipated to be received from providers). However, the BlueCard Program requires that the amount paid by the Member is a final price; no future price adjustment will result in increases or decreases to the pricing of past claims. The method of claims payment by Host Blues is taken into account by BCBSND in determining premiums.

B. Value-Based Programs

BCBSND has included a factor for bulk distributions from Host Blues in the Plan Administrator's premium for Value-Based Programs when applicable under this Agreement. "Value-Based Program" means an outcomes-based payment arrangement and/or a coordinated care model facilitated with one or more local health care providers that is evaluated against cost and quality metrics/factors and is reflected in provider payment.

C. Return of Overpayments

Under the Inter-Plan Arrangements, recoveries from a Host Blue or from participating health care providers of a Host Blue can arise in several ways, including, but not limited to, anti-fraud and abuse recoveries, provider/hospital bill audits, credit balance audits, utilization review refunds, and unsolicited refunds. In some cases, the Host Blue will engage third parties to assist in discovery or collection of recovery amounts, which generally require correction on a claim-by-claim or prospective basis. The fees of such a third party may be charged to the Plan Administrator as a percentage of the recovery.

D. Federal/State Taxes/Surcharges/Fees

In some instances federal or state laws or regulations may impose a surcharge, tax or other fee that applies to insured accounts. If applicable, BCBSND will include any such surcharge, tax or other fee in determining premiums.

E. Nonparticipating Health Care Providers Outside the BCBSND Service Area

1. Member Liability Calculation

When Covered Services are provided outside of BCBSND's service area by nonparticipating health care providers, the amount the Member pays for such services will generally be based on either the Host Blue's nonparticipating health care provider local payment or the pricing arrangements required by applicable state law. In these situations, the Member may be responsible for the difference between the amount that the nonparticipating health care provider bills and the payment BCBSND will make for the Covered Services as set forth in this paragraph. Payments for out-of-network emergency services, certain services provided by out-of-network providers at in-network facilities, and out-of-network air ambulance services are governed by applicable federal and state law.

2. Exceptions

In certain situations, BCBSND may pay claims based on the payment BCBSND would make if the Covered Services had been obtained within the BCBSND service area. Such situations include where a Member did not have reasonable access to a participating health care provider, as determined by BCBSND in its sole and absolute discretion or by applicable state law. In other situations, BCBSND may pay such a claim based on the payment BCBSND would make if BCBSND were paying a nonparticipating health care provider inside of BCBSND's service area (as described in the Member's Certificate of Insurance) where the Host Blue's corresponding payment would be more than BCBSND's payment to a nonparticipating health care provider within the BCBSND service area. BCBSND may also in its sole and absolute discretion, negotiate a payment with such a health care provider on an exception basis. In any of these situations, the Member may be responsible for the difference between the amount that the nonparticipating health care provider bills and payment BCBSND will make for the Covered Services as set forth in this paragraph.

F. Blue Cross Blue Shield Global Core

If Members are outside the United States, the Commonwealth of Puerto Rico and the U.S. Virgin Islands ("BlueCard service area"), they may be able to take advantage of Blue Cross Blue Shield Global Core when accessing Covered Services. Blue Cross Blue Shield Global Core is not served by a Host Blue.

1. Inpatient Services

In most cases, if a Member contacts the Blue Cross Blue Shield Global Core Service Center for assistance, hospitals will not require the Member to pay for covered inpatient services, except for Cost Sharing Amounts. In such cases, the hospital will submit the Member's claims to the Blue Cross Blue Shield Global Core Service Center to initiate claims processing. However, if the Member paid in full at the time of service, the Member must submit a claim to obtain reimbursement for Covered Services.

2. Outpatient Services

Physicians, urgent care centers and other outpatient health care providers located outside the BlueCard service area will typically require a Member to pay in full at the time of service. The Member must submit a claim to obtain reimbursement for Covered Services.

3. Submitting a Blue Cross Blue Shield Global Core Claim

When a Member pays for Covered Services outside the BlueCard service area, the Member must submit a claim to obtain reimbursement. For institutional and professional claims, the Member should complete a Blue Cross Blue Shield Global Core International claim form and send the claim form with the health care provider's itemized bill(s) to the Blue Cross Blue Shield Global Core Service Center address on the form to initiate claims processing. The claim form is available from BCBSND, the Blue Cross Blue Shield Global Core Service Center or online at www.bcbsglobalcore.com.

6. RETROSPECTIVE DISCOUNT PAYMENT

Regarding prescription medications or drugs purchased by Members under the terms of the Plan, the Company will pay the amount due to the pharmacy (or other prescription drug retailer) under the terms of the pharmacy provider participating agreement. The amount due to the pharmacy under the terms of the pharmacy provider participating agreement is that which is due at the time the prescription medication or drug is purchased by the Member. The amount due to the pharmacy under the pharmacy provider participating agreement is calculated without regard to any subsequent, retrospective manufacturer discount that may apply to the cost of the prescription medication or drug. The Plan Administrator acknowledges and agrees that, in some cases but not all, drug manufacturers may offer retrospective discounts to the Company on prescription medications and drugs purchased under the terms of the Plan. If a drug manufacturer makes a retrospective discount payment available, the Plan Administrator acknowledges and agrees that a portion of any such retrospective discount may be retained by an entity that performs manufacturer discount program services on behalf of the Company under the terms of this Agreement. The Plan Administrator further acknowledges and agrees that, when made available by the drug manufacturer, another portion of the retrospective discount payment is retained by the Company. In its sole discretion, the Company may periodically refund to the Plan all or part of any rebate payments received. The calculation of any refund rests in the sole discretion of the Company.

7. TERMINATION

- 7.1 This Agreement will automatically terminate without notice on the last day of the month in which the grace period expires if premiums are not paid within the grace period. In the event of termination for nonpayment of premiums, reinstatement of this Agreement will be at the sole discretion of and subject to conditions established by the Company. The Plan Administrator assumes any obligation to provide notice to all Subscribers regarding termination of this Agreement due to nonpayment of premiums.

- 7.2 This Agreement may be terminated by the Plan Administrator providing the Company with written notice of termination at least 31 days in advance of the requested date of termination. Termination will be effective on the last day of the month. If the requested date of termination is other than the last day of the month, termination will be effective the last day of the month of the requested date of termination.
- 7.3 In the event of a breach by either party, other than for nonpayment of premium, the other party may terminate this Agreement by written notice to the breaching party. The breaching party has 31 days to fully cure the breach. If the breach is not cured within 31 days after written notice, this Agreement will immediately terminate.
- 7.4 The Plan Administrator will have the right to terminate this Agreement if the Company has engaged in a pattern of activity or practice that constitutes a material breach or violation of the Company's obligations regarding PHI under this Agreement and, on notice of such material breach or violation from the Plan Administrator, fails to take reasonable steps to cure the breach or end the violation.

If the Company fails to cure the material breach or end the violation after the Plan Administrator's notice, the Plan Administrator may terminate this Agreement by providing the Company written notice of termination setting forth the uncured material breach or violation serving as the basis for the termination and specifying the effective date of the termination.

- 7.5 The Company may decide to discontinue offering the Benefit Plan that is the subject of this Agreement, or all of its group health benefit plans including the Benefit Plan that is the subject of this Agreement, at any time. If the Benefit Plan that is the subject of this Agreement is discontinued, the Company will provide the Plan Administrator and Subscribers with at least 90 days prior written notice of the decision to cancel coverage. This Agreement shall automatically terminate on the date of discontinuation identified in the written notice. The Plan Administrator will be given the option to purchase any other group health benefit plans currently offered by the Company in the market. If all group health benefit plans are discontinued including the Benefit Plan that is the subject of this Agreement, the Company will provide the Plan Administrator and Subscribers with at least 180 days prior written notice of the decision to cancel coverage. This Agreement shall automatically terminate on the date of discontinuation identified in the written notice.

8. GENERAL PROVISIONS

- 8.1 The Plan Administrator agrees to furnish the Company with any information required by the Company for the purpose of enrollment. Any change affecting a Member's eligibility must be provided to the Company immediately, but in any event the Plan Administrator will notify the Company of any changes in a Member's eligibility within 31 days of the change. The Plan Administrator acknowledges and agrees that in the event there are premium payments made to the Company by the Plan Administrator based upon a failure by the Plan Administrator to notify the Company of any changes in enrollment or eligibility within 31 days of the change, the Company may retain any and all premium payments made by the Plan Administrator as consideration for the Company's administrative costs and burden incurred by said failure to notify the Company of the change.
- 8.2 The Plan Administrator acknowledges that the administration of the Benefit Plan that is the subject of this Agreement may be subject to regulation under federal and/or state law. The Plan Administrator agrees to furnish the Company with any and all information necessary to comply with any applicable federal and/or state laws and to certify that this information is accurate. If there are any changes in the employer contribution rate for benefits and services available under this Agreement, the Plan Administrator agrees that it is its obligation to provide information related to the change in contribution rates immediately to the Company.

- 8.3 The Plan Administrator agrees to abide by all underwriting requirements established by the Company as these underwriting requirements relate to, including but not limited to, rating factors, the minimum participation of eligible Members, minimum employer contributions, reporting employer contribution rates and provider network restrictions, as permitted and restricted under federal and/or state laws.
- 8.4 The Company will provide formal policy and procedure guidelines to the Plan Administrator for the conduct of external audits or reviews commissioned by the Plan Administrator. The Company shall cooperate with all external audit or review teams.

The Plan Administrator shall provide the Company with the scope and requirements of any audit or review prior to the commencement of the audit or review. If a sample of claims is required, the Company will provide the Plan Administrator with a statistically valid computerized sample of claims.

All audit or review findings shall be discussed with the Company upon discovery to allow further investigation or implementation of corrective action.

All Member records shall be kept confidential and considered proprietary. Such records shall be available for audit or review only after disclosure statements have been signed by the external audit or review team to ensure the information remains confidential and is utilized for the stated purpose only. If any records are removed from the Company's office for purposes of the audit or review, approval must be granted. All records will be subject to the minimum necessary requirements.

- 8.5 No change in this Agreement is valid unless approved by the President and Chief Executive Officer of BCBSND and a designated representative of the Plan Administrator.
- 8.6 Where federal law is not applicable, this Agreement shall be governed by and construed according to the laws of the state of North Dakota.
- 8.7 Any notice required under this Agreement shall be in writing and shall be effective when delivered in person or sent by certified mail to a party at its respective address.
- 8.8 The Plan Administrator hereby expressly acknowledges and understands that BCBSND is an independent corporation operating under a license with the Blue Cross and Blue Shield Association, an association of independent Blue Cross and Blue Shield Plans (the "Association"), permitting BCBSND to use the Blue Cross and Blue Shield Service Marks in the state of North Dakota, and that BCBSND is not contracting as an agent of the Association. The Plan Administrator further acknowledges and agrees this legal agreement was not entered into based upon representations by any person or entity other than BCBSND and that no person, entity, or organization other than BCBSND shall be held accountable or liable to the Plan Administrator for any of BCBSND's obligations to the Plan Administrator created under this agreement. This paragraph shall not create any additional obligations whatsoever on the part of BCBSND other than those obligations created under other provisions of this agreement.
- 8.9 It shall be the sole responsibility of the Plan Administrator to distribute Certificates of Insurance to Subscribers of the Plan and to advise Members of their rights under ERISA, including, but not limited to claims appeals procedures. In the event a claim is paid due to the Certificate of Insurance not being distributed to the Subscriber, the Plan Administrator shall be liable for all such claims. The Certificate of Insurance is not the Summary Plan Description but contains some of the information that the Plan Administrator may deem essential for inclusion in the Summary Plan Description. The Plan Administrator has the sole responsibility for and will bear the entire cost of compliance with all federal, state and local laws, rules, and regulations, including the creation and distribution of a Summary Plan Description.

- 8.10 If the Plan Administrator has a digital or online version of the Certificate of Insurance available to its employees, the Plan Administrator agrees that it will not alter, modify or change the language of the Certificate of Insurance, and further agrees the Certificate of Insurance, attached as Exhibit A, will be the controlling document in the event of any conflict or liability that might arise as the result of any alterations, modifications or changes made by the Plan Administrator. In the event a claim is paid based on the Plan Administrator's digital or online Certificate of Insurance, the Plan Administrator is liable for all such claims. The Plan Administrator further agrees that no waiver of this agreement is valid unless in writing and approved by the Company.
- 8.11 The Company will prepare Summaries of Benefits and Coverage for distribution to applicants and Members by the Plan Administrator so that the Company, the Plan and the Plan Administrator may all satisfy related disclosure obligations under federal law. It shall be the sole responsibility of the Plan Administrator to distribute the Summaries of Benefits and Coverage in accordance with federal law, and the Plan Administrator acknowledges and agrees that the Company will rely upon the Plan Administrator for compliance with the requirements for distribution of the Summaries of Benefits and Coverage to applicants and Members.
- 8.12 Upon the effective date of any final regulation or amendment to final regulations with respect to PHI, Standard Transactions, the security of health information or other aspects of the Health Insurance Portability and Accountability Act of 1996 applicable to this Agreement, this Agreement will automatically amend such that the obligations imposed on the Plan Sponsor, the Plan Administrator and the Company remain in compliance with such regulations, unless the Company elects to terminate this Agreement by providing the Plan Sponsor and the Plan Administrator notice of termination in accordance with this Agreement at least thirty-one (31) days before the effective date of such final regulation or amendment to final regulations.
- 8.13 When coverage under this Agreement is terminated, BCBSND will, within a reasonable period of time, issue a notification of termination of coverage to the Subscriber. Upon notification by the Subscriber of the ineligibility of a dependent, a notification of termination of coverage will be issued to the affected Member within a reasonable period of time. Termination notices may also be obtained from BCBSND upon request within 24 months after coverage is terminated.

9. INDEMNIFICATION CLAUSE

Each party agrees to indemnify and hold harmless the other party for all causes of action, suits, claims, judgments, settlements, liabilities, damages of any kind, penalties, losses, expenses, court costs and attorneys' fees resulting from or arising out of any duty under this Agreement, if the liability was the consequence of the actions of the indemnifying party.

10. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

11. **INCORPORATION STATEMENT**

The attached Certificate of Insurance is incorporated herein by reference.

CITY OF FARGO
GROUP HEALTH PLAN (PLAN ADMINISTRATOR)
225 4th Street North
Fargo, North Dakota 58102

BLUE CROSS BLUE SHIELD OF NORTH DAKOTA*
4510 13th Avenue South
Fargo, North Dakota 58121

By: _____



Title: _____

Its President and CEO

Date: _____

December 20, 2022

CITY OF FARGO
(PLAN SPONSOR)
225 4th Street North
Fargo, North Dakota 58102

By: _____

Title: _____

Date: _____

Benefit Plan Agreement
01/01/2023 – 12/31/2023
253973

*An Independent Licensee of the Blue Cross and Blue Shield Association.



INSPECTIONS

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INSPECTIONS DEPARTMENT

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

Memorandum

DATE: January 23, 2023
TO: Mayor Mahoney and Board of City Commissioners Shawn Ouradnik,
FROM: Inspections Director
SUBJECT: Signed Contract for 714 12 Street North, Fargo ND 58102 (RFP22111)

Commissioners:

On December 12, 2022 a demolition contract proposal for the structures at 714 12 Street North, Fargo ND 58102 of \$15,700.00 submitted by Master Construction Co. Inc. was accepted at the city of Fargo Commission Meeting.

Recommended motion:

Accept and confirm the contract for demolition as drafted by the City Attorney and the Building Inspections Department.

Company Name: MASTER CONSTRUCTION CO INCCompany Address: 1572 45 st NAddress of Demolition work to be performed: 714 12 st N,**Cost:**Demolition to include demolition, removal and dispose
of structure, basement, foundation, remaining contents: \$ \$ 10,500.00Sewer and water cap in boulevard until spring when
they can be capped in the street:To include Street repair and traffic control: \$ 1,800.00Lot to be filled, compacted and brought to grade
for proper drainage:\$ 1,500.00

Seeding, fertilizing, and hydro mulching:

\$ 900.00

Clearing of trees per Forestry notes:

\$ 1,000.00

Asbestos Allowance:

\$ 5,000.00Additional items: _____ \$ - 0 -**TOTAL COST:** \$ 15,700.00 / Excludes Asbestos[] Contractors License number: ND 1942

By:

FRED SCHLANDER
(Name)

(Signature)

PRES.
(Title)FredMaster-Construction.net
(Email)701.246.8504
(Phone)

AGREEMENT FOR PROPERTY DEMOLITION

This AGREEMENT FOR PROPERTY DEMOLITION (hereinafter "Agreement") is entered into between the **CITY OF FARGO**, a North Dakota municipal corporation, whose address is 225 4th Street North, Fargo, North Dakota, 58102 (hereinafter "City"), and **MASTER CONSTRUCTION, CO., INC.**, a North Dakota Corporation, whose address is 1572 45th Street North, Fargo, North Dakota 58102 (hereinafter "Contractor").

NOW, THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Contractor is hereby awarded the Contract to demolish **714 12th Street North, Fargo, North Dakota, 58102** ("Demolition Property"), in accordance with the attached Request for Proposals ("RFP") Specifications, attached hereto as Exhibit A. Contractor agrees to undertake and execute all work in a good, substantial and workmanlike manner, and to furnish all the materials, tools and labor necessary to properly perform and complete the work ready for use, in strict accordance with the RFP Specifications and Master Construction Co., Inc. Proposal Form (attached hereto as Exhibit B). In addition, Contractor must provide a Certificate of Insurance and Contract Bond or similar documents acceptable to the City; all of which are incorporated by reference and made part of this Agreement.
2. Contractor shall be required to provide Proof of Insurance in the amount of \$1,000,000 per occurrence for property damage liability and \$2,000,000 per occurrence for general liability, naming the City of Fargo as an additional insured.
3. Contractor must abide by all applicable laws. Contractor agrees to indemnify and hold harmless the City from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property upon the Demolition Property, including any person or property in or upon Demolition Property caused by the negligence of the Contractor or their servants or employees in carrying out or attempting to carry out this Agreement, and from claims made by laborers or others for injury sustained by reason of the negligence of the Contractor, their servants or employees, in the performance or attempted performance of this Agreement. Contractor further shall indemnify the City from damages sustained by depositing materials to public injury or to the injury of any person or corporation, or resulting from the use of

any patented material, implement or process which may be employed in executing the work under this Agreement, including costs and expense of defense. Contractor shall be notified of the bringing of suit in such cases, and be permitted to defend the same, and City may withhold final payment of this Agreement for the indemnity of the City. All property kept, maintained, or stored on Demolition Property shall be so kept, maintained and stored at the sole risk of Contractor.

4. Contractor shall commence work under this Agreement within thirty (30) days or at such other time as agreed after being instructed to do so in a written notice from the City. Contractor's failure to commence work as directed may be deemed a breach of contract, and the Contractor and surety shall be liable for the full amount of the Agreement. If, at any time during the prosecution of the work, in the opinion of the Inspections Building Official, Contractor is not employing the necessary resources to timely complete the Agreement, or performing in an unworkmanlike manner, City shall give Contractor and their surety five (5) days written notice to comply. Failure to comply may be deemed a breach of contract, and the Contractor and surety shall be liable on their bond for the full amount of the Agreement price. The notice provided for in this section may be served upon the Contractor by delivering the same to any person in charge of the work, or by leaving the same at the office of the Contractor in Fargo and upon the surety of the Contractor by leaving the same at the office of such surety in Fargo.

5. Neither the abandonment of this Agreement by the Contractor, as herein provided, nor the declaration by the City that the same is forfeited, nor the doing of the said work by the bidder, shall release the surety of the Contractor from liability under this Contract.

6. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

7. This Agreement constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

8. The effective date of this Agreement is the date of final signature by the undersigned entities.

DATED this 4th day of January, 2023.

MASTER CONSTRUCTION CO., INC.,
a North Dakota Corporation

By 
Its President

DATED this _____ day of _____, 2023.

CITY OF FARGO,
a North Dakota municipal corporation

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

ATTEST:

Steven Sprague, City Auditor



**Request for Proposal;
Building Demolition**

RFP Close: December 5th, 2022

Issued By:

**City of Fargo Inspections Department
225 4th Street North
Fargo, ND 58102**

EXHIBIT A



City of Fargo Inspections Department is issuing a Request for Proposals (RFP)
for "Building Demolition"

Demolition of Structure address:

**714 12 St N
Fargo, ND 58102**

Qualified firms interested in responding to the RFP are required to do so

by: 2:00 p.m. on Monday, December 5th, 2022.

Proposals received after the above cited date and time will be considered late and will not
be accepted.

All proposals must be submitted to:

City of Fargo Auditors
225 4th Street N.
Fargo, ND 58102

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding
holidays.

Please make sure the envelope or package is marked:

"Building Demolition – 714 12 St N; Fargo, ND"

Any questions regarding this RFP, please contact Laura Langdahl at:
(701) 476-6710.

Thank you for your interest.

CITY OF FARGO SPECIFICATIONS BUILDING DEMOLITION

PART 1 - GENERAL

The work to be done under these Specifications shall include all labor, materials, equipment and services necessary to complete all demolition work of a structure located at:

714 12 St N, Fargo, ND 58102

The City reserves the right to cancel this RFP in writing or postpone the date and time for submitting proposals at any time prior to the proposal due date. The City by this RFP does not promise to accept the lowest cost or any other proposal and specifically reserves the right to reject any or all proposals, to waive any formal proposal requirements, to investigate the qualifications and experience of any Proposer, to reject any provisions in any proposal, to modify RFP contents, to obtain new proposals, to negotiate the requested services and contract terms with any Proposer, or to proceed to do the work otherwise.

The City hereby notifies all proposers that it will affirmatively ensure that regarding any contract entered, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award. The City reserves the right to accept or reject any and all proposals that is in the best interest of the City. All questions and inquiries will be addressed to:

Inspections Representative for this project: **Laura Langdahl**

Contact phone number: **(701) 476-6710** **llangdahl@fargond.gov**

TIMEFRAME FOR PROJECT:

Request for Proposal Available:	11/21/2022
Mandatory Pre-Proposal Meeting:	12/1/2022 @ 9AM
Request for Proposal Due by:	12/5/2022 @ 2PM
Selection approved by Commission:	12/12/2022
Permit secured by:	12/16/2022 @ 4PM
Asbestos sampling results deadline:	12/23/2023
Demolition of building(s) by:	1/22/2023

PART 2 – SCOPE OF WORK

3.1. PROTECTION OF EXISTING FACILITIES

The contractor shall, as soon as he receives a Notice to Proceed with the work, if not done previously, enter the premises and do any and all things necessary to protect the premises from damage by unauthorized persons.

The contractor shall protect all existing equipment, pavements, tracks, poles, pipes, utilities, etc., which are not affected by demolition work. All roofs and walls affected by demolition work shall be kept weather-tight. The contractor shall provide all shoring, bracing, tarps, temporary partitions, barricades, and/or other safety devices deemed necessary by the engineer for the protection of existing facilities.

3.2. OWNERSHIP OF PROPERTY

No right, title property or interest of any kind whatsoever in or to the land or premises upon which such buildings or structures stand, is created, assigned, conveyed, granted, or transferred to the contractor, or any other person or persons, except only the license and right of entry to remove such buildings and structures in strict accordance with the Contract.

Only such property may be salvaged by the contractor other than specified by the City of Fargo, and in the event of any doubt respecting the ownership of any particular property, the contractor shall request from the City of Fargo a written statement respecting its ownership.

All salvage becomes the property of the contractor, but storage of such materials and equipment of the project area will not be permitted except for the duration of the contract. After final grade is completed and all other work is finished, site shall be clean with no storage or debris.

Personal property of third persons or of occupants of building on the site shall not become the property of the contractor.

3.3. RODENT EXTERMINATION

After the contractor has been awarded the bid and prior to commencing demolition work, the City of Fargo Health Department shall be contacted and proper action shall be taken, if necessary, for rodent extermination. If the Health Department determines that a rodent problem exists, the contractor shall hire an approved exterminator for removal of the rodent problem, the costs of which shall be handled as an extra to the contract with the costs being assessed against the property.

3.4. DEMOLITION REQUIREMENTS

The work under this contract shall consist of the following:

A. Demolition and removal of all structures on the site as stated here:

1.5 story, 1152 square foot, fire damaged, wood framed house with basement, 1 story detached garage, chain link fence on lot, concrete slab under existing garage, concrete sidewalk leading to front door, removal of any remaining junk or garbage on lot or in structure, sewer and water to be capped in the boulevard until spring when they can be capped in the street and all trees on lot.

- **All trees on the boulevard are to remain intact.**

B. Removal of all exterior foundation walls and floors.

C. Removal of all other walls, partition walls, columns, piers, beams, or other projections, basement floors, and all footings.

D. Utility lines.

1) Remove and seal storm and/or sanitary sewer lines leading from buildings being demolished to the main sewer line in the street.

1a) When buildings are demolished on lots that are adjacent to rivers, drains, or wetlands, additional measures shall be taken to seal the sanitary sewer. A bid item for "Sewer Service Closure" shall consist of excavating to the existing sewer service in the boulevard or designated location, installing a PVC cap on the street side

of that sewer, and pumping a sand & cement grout into the river or "wet" side of the sewer service to provide a minimum 10-foot-long plug, followed by backfilling with the excavated material.

2) The City of Fargo Water Department, at no cost to the contractor, will shut off water at the curb box and remove water meters from the buildings upon receipt of notification from the contractor that the building or buildings have been vacated. The contractor shall be responsible for removal of all water lines from the building to the main water line in the street and cap.

3) The cost of shutting off the corporation valves and/or gate valves at the water main will be borne by the contractor and shall be to the satisfaction of the City of Fargo Water Department with written approval by them.

4) Gas services shall be turned off at existing valves by and under the supervision of the utility company owning the service. Notification of termination of gas service shall be made to the appropriate division of Northern States Power Company. Gas will be shut off at the gas main in the street and all gas meters will be removed by the utility company at no cost to the contractor.

5) Disconnect electric wires as per rules and regulations of authorities having jurisdiction. Notification of termination of electric service shall be made to Northern States Power Company. Northern States Power Company will remove meters, poles, overhead wires, and transformers at no cost to the contractor.

6) Disconnect communication company wires such as telephone, television, internet, etc., as per rules and regulations of authorities having jurisdiction. Notification of termination of telephone service shall be made to the telephone company. The Telephone Company will remove poles and overhead wires, at no cost to the contractor. Any equipment or wires left by the Telephone Company within the building will be intentional on their part and will be removed by the contractor. The contractor must coordinate with the communication company as required.

7) The contractor shall arrange removal of any other wires.

8) Maintain and preserve utilities traversing premises as long as same are required.

E. Removal from the basement of all piping, boilers, or other fixtures, and all wood, furniture, rubbish, or other debris.

F. Removal of all concrete basement floors.

G. Remove all foundation walls, partition walls, footings, columns, piers, beams, or other projections from basements, cellars, and other excavations with the exception of exterior walls that lie on the boundaries formed by the adjoining streets and alleys.

H. All basements indicated shall be filled. Where excavations or open basements are not backfilled within 24 hours, the contractor will be required to encircle the open area by a standard snow fence, or equal type of fencing, for safety reasons.

I. Performance of all other incidental work necessary to fully complete the contract.

J. Walls over ten feet high of any width or length shall not remain standing after working hours unless adequate lateral support is provided.

K. Upon completion of demolition, sufficient filling and grading shall be done to bring the area of demolition up to the same level as open excavation perimeter and drainage provided per Section N below. Frozen fill is not allowed. The backfill will be of clay soil, compacted to a density of 90% unless otherwise specified. The contractor will have an independent testing agency test the backfill. A minimum of two passing tests at various depths will be taken and furnished to the City. The cost of testing will be incidental to the cost of the project.

L. Materials: Topsoil, Fill, Seeding and Fertilizer

1) Topsoil - Import. Imported topsoil shall be fertile loamy material having a p H between 5.5 and 6.5 that is free from roots, vegetation or other debris of such size and quantity that prevents proper placement of the topsoil, free of stones, noxious weeds, seeds and/or other roots, and other debris.

2) Salvaged Topsoil. Topsoil that is stripped and reused on the site shall be free from roots, vegetation or other debris of such size and quantity that prevents property placement of the topsoil, free of stones and clods over ½-inch in greatest dimension.

3) Clay Fill. Clay for fill material shall be cohesive and consist of material classified by ASTM D-2487 as CL or CH. Gradation shall not have less than 40% by weight passing the No. 200 sieve. The liquid limit (L.L.) shall be greater than 25% and plasticity index (P.I.) greater than 10 percent. The material shall be free of ice, snow, frozen earth, trash, debris, sod, roots, organic matter including silts which are unstable, inorganic materials too wet to be stable or stones larger than 3-inches in any dimension.

4) Seed. All seed shall be labeled in accordance with U.S. Department of Agriculture rules and regulations under the Federal Seed Act in effect on the date of the invitation to bids. Seed shall be furnished separately or in mixture in standard sealed containers. Damaged, wet, or moldy seed will not be accepted. All seed shall meet the minimum requirements for purity and germination. No purity or germination tolerance will be allowed. Weed seed shall not exceed 0.5% of the total mixture, and seed shall contain no noxious weed seed of the state from which seed is to be shipped.

4a) Type B- Parks, Boulevards, Private Property, Built-Up Areas:

<u>Kind of Seed</u>	Percentage		
	<u>by Weight</u>	<u>Purity</u>	<u>Germination</u>
Kentucky Bluegrass	60%	90%	85%
Creeping Red Fescue	10%	90%	85%
Fine Leaf Perennial Ryegrass	30%	95%	90%

Percent by weight shall be plus or minus 5% on all seed types.

Rate of Seeding = 220 Pounds Per Acre (5 Pounds Per 1,000 Sq. Ft.)

4b) Seeding Seasons. All seedbed preparation and seeding shall be done between the dates of April 15th and July 1st or between the dates of August 15th and September 15th or the contract deadline, whichever occurs first.

Any planting done between the dates of July 1st and August 15th will be allowed only with prior written permission of the Inspector and will be at the Contractor's own risk. The addition of 10 pounds of oats per acre to the specified amount of seed shall be added at no additional cost to the city. If the seeding fails to produce a uniform growth, the seeding shall be repeated until the required growth is achieved.

Dormant fall seeding will be allowed with approval from the Inspector. Typical times for dormant seeding are from late October to early November with the soil in a cool condition. No seed shall be sown on frozen ground.

5) Fertilizer. Fertilizer shall be a standard commercial grade product, free flowing and suitable for application with mechanical equipment, delivered in clean, sealed, moisture-proof & properly labeled containers bearing the name, trade name or trade mark and warranty of the producer. Fertilizers shall be recommended for grass, supplied separately or in mixtures. Fertilizer shall conform to all State and Federal regulations. All fertilizer shall contain slow release nitrogen in the form of inorganic chemicals amounting to at least 50% of the available nitrogen specified.

5a) Type A & Type B Seeding:

Starter Fertilizer: Fertilizer shall be 12-24-12 at an application rate of 220 pounds per acre (5 pounds per 1,000 sq. Ft.).

5b) Mulching – Type 1 (Hydro Mulch):

Hydro mulch shall be virgin wood fiber mulch for use in hydraulic planting, cooked cellulose fiber which shall have the property of dispersing readily in water and shall have no toxic effect when combined with seed or other materials. The mulch shall be treated with a tackifier to enhance mulch placement and adherence to the soil. A green colored dye which is nontoxic to plant growth shall be used. Wood cellulose fiber shall be packaged in new, labeled containers, shall have an equilibrium air-dried moisture content of 12% plus or minus 3% at time of manufacture, and shall have a pH range of 3.5 to 5.0. The homogenous slurry or mixture shall be capable of application with power spray equipment. Hydro mulch shall be applied at a rate of 2,000 pounds per acre (45 pounds per 1,000 sq. Ft.). No sawdust, straw mulch, or byproduct mulch will be allowed

M. All rubbish, non-reusable fill, debris, equipment, etc., resulting from demolition work shall be removed from the premises during and/or upon the completion of work, leaving the site area acceptable to the satisfaction of the inspector.

N. Site restoration shall consist of fine grading the site to ensure positive drainage and conform to the surrounding sites. The contractor shall overlay the demolition site with black dirt and grass seed upon completion of the project. Seeding must be completed under suitable conditions as to encourage and maintain grass growth.

O. The contractor shall furnish the disposal site for all demolition materials. The disposal site shall be approved and/or certified to accept all materials from the demolition. For single family houses, all materials that are capable of being recycled, shall be recycled. Capable materials shall include but not be limited to steel, wiring, etc. Materials encased inside of walls, floors and floor/ceilings do not need to be removed prior to demolition.

P. The contractor shall take whatever steps necessary to control dust during demolition and removal. The contractor will monitor the haul road for debris. If required, water shall be sprayed to adequately wet the debris to control dust during the entire demolition process. The Contractor shall provide the watering equipment or obtain a water meter from the City of Fargo to connect to a fire hydrant to satisfy this requirement. The watering requirement will be waived if temperatures are below freezing.

All trucks hauling demolition debris shall be tarped, so construction debris is contained from the demolition site to the disposal site. The Contractor shall monitor & collect debris on the haul road associated with the demolition project.

EXHIBIT A

Q. Thermostats containing mercury must be disposed of into landfills, contingent upon acceptance by the landfill authority. Disposal is enhanced by covering the mercury containing device with soil before breaking the mercury container. This helps to bind the mercury with the soil rather than it being released to the atmosphere where the vapor poses a health concern. Any cost associated with the disposal of a thermostat containing mercury shall be included in the demolition bid item.

R. Permits & Notifications

The Contractor shall provide an anticipated construction schedule. If the construction schedule changes the Contractor shall be required to supply a revised schedule. It will be anticipated that demolition can be performed within 2 weeks of authorization.

The Contractor shall also be required to notify adjoining property owners 48 hours in advance of any parking restrictions/street closings affecting access to their property. This can be accomplished by posting temporary laminated signs in the vicinity of the closure/work zone.

The Contractor shall be responsible for obtaining all permits necessary for demolition of each structure. Permit costs shall be included in the Demolition bid item. Permits shall include but are not limited to:

- Obtaining a demolition permit from the City of Fargo Inspections Department. Water and sewer services to buildings to be demolished must be capped or provisions made as required by the City of Fargo prior to the issuance of a demolition permit. If alternative water and sewer disconnection is requested, a plan must be submitted for review.
- Obtaining all permits from the City of Fargo Engineering Department to transport equipment into and out of each site.
- Completing & submitting an Erosion & Sediment Control Permit from the City of Fargo Engineering Department.
- Completing & submitting an Asbestos Notification of Demolition and Renovation to the NDDOH if required; Must be submitted 10 working days prior to the demolition of the structure(s).

Submitting a Lead-Based Paint Notification of Abatement and Demolition Clearance to the NDDOH if required; Must be submitted 10 working days prior to the demolition of the structure(s). When submitting this form check yes in box III under the assumption that the structure has lead paint. Fill in all other areas of the form that apply.

S. Asbestos Testing

Required: ☒ Yes ☐ No

(EPA Requirement as per Jane Kangas, ND Department of Health)

Asbestos Notification of Demolition and Renovation forms must be completed by the Contractor and submitted to the North Dakota Department of Health if required.

If necessary the cost of testing, abating & monitoring required during demolition activities for compliance shall be included in the bid item for demolition.

- Asbestos allowance will not be factored into the low bid

If necessary the cost of testing, abating & monitoring required during demolition activities for compliance shall be included in the bid item for demolition.

All abatement activities must be conducted in accordance with requirements set forth by the North Dakota Department of Health and the EPA's NESHAP Regulation. The City of Fargo shall not be held responsible if the Contractor fails to abide & comply with the guidelines as stated above.

T. Demolition of Structures with Asbestos: Required: ☒ Yes ☐ No

- Asbestos allowance will not be factored into the low bid

Regulated asbestos containing materials must be abated prior to commencing demolition activities if required. Non-regulated category 1 non-friable asbestos may remain in place during demolition activities if the criteria listed in the Demolition Survey recommendations are adhered to.

The Contractor shall assign the removal of regulated asbestos containing materials to an asbestos removal Contractor licensed with the State of North Dakota. The Contractor shall submit to the City of Fargo documentation certifying that regulated asbestos was removed from the properties and shall follow all rules and regulations regarding asbestos removal.

The City of Fargo shall not be held liable for actions or damages caused by the Contractor or his subcontractors if asbestos is not properly removed & disposed during demolition activities. The Contractor shall notify the City of Fargo landfill when asbestos containing materials will be transported and disposed of at the landfill. The Contractor shall submit a waste manifest form to the landfill when disposing waste containing asbestos. The cost for all landfill tipping fees & subcontracting asbestos abatement shall be included in the bid item for demolition.

U. Lead Based Paint

The City of Fargo will not be requiring the Contractor to perform abatement of lead-based paint in any of the structures to be demolished or moved. After the structure & debris have been removed & the site is backfilled, the City will require that a risk assessor perform a visual inspection for any paint chips. Any paint chips found shall be removed from the site by the Contractor & disposed according to all applicable rules & regulations for lead paint disposal.

V. Miscellaneous Solid Waste (MSW)

The owner was notified of the demolition of this structure and should have removed all personal belongings from the property. However, some materials may have been left behind and will need to be removed by the Contractor during the demolition process. Disposal of all Miscellaneous Solid Waste (MSW) shall be incidental to the price bid for demolition. This shall also include any items that would need to be properly disposed at a hazardous waste facility.

The Contractor may deposit all hazardous waste material to the City of Fargo Household Hazardous Waste (HHW), if given prior approval by the manager of the HHW, at no charge during business hours. The City of Fargo HHW building is located at #606 43 1/2 Street North.

W. Clearing & Grubbing

Prior to topsoil stripping, all topsoil shall be made to be free from surface vegetation over six inches in height, trash, stones, and all other debris by clearing and grubbing. The Engineer will establish the limits for clearing and grubbing and designate all trees, shrubs, plants and other items that are to be removed. Unless otherwise specified, all material cleared and grubbed shall be disposed of at the City of Fargo Landfill.

X. Tree Removal

The Inspections Representative, under direction of the forestry personnel, will mark all trees that are to be removed; the Contractor shall not remove any tree not marked for removal. The Contractor shall take all appropriate precautions to protect trees that are not marked for removal. All tree removals shall include

pulling from the ground and removing the root ball (stump) of all removed trees. In no case will grinding of the root ball be allowed.

Y. Topsoil Stripping

Where topsoil stripping requirements are not outlined in the Special Instructions, if required by the Inspections Representative, the entire thickness of existing topsoil shall be stripped. Topsoil that is temporarily stockpiled for respreading on the project shall be piled within the construction limits delineated by the Inspector. Where the plans or Special Instructions call for permanent stockpiling of topsoil, the costs to haul and shape the material to a drainable, mowable stockpile shall be included in the contract price for topsoil stripping.

PART 3 - GUARANTEE, MEASUREMENT & PAYMENT

4.1. GUARANTEE

The guarantee shall cover the contract as to workmanship and material for a period of six (6) months from the date of final acceptance and payment.

4.2. MEASUREMENT AND PAYMENT (revised January, 2002)

The method of payment shall be as indicated in the contract proposal.

Payment for "Sewer Service Closure", when designated, shall include all cost associated with the plugging of the sewer service as provided in Section 3500 – 3.4.D.1a. and will be on a per each basis. Any item of work necessary to properly complete the demolition work which is not included in the bid items in the contract proposal shall be considered an incidental item; the cost shall be charged to other items.

PART 4- SUBMITTAL OF PROPOSAL/CONTRACT

5.1. CONTRACT

Refer to "General Instructions to Bidders" document located on the Bidding Resources section of the City of Fargo website, Section IB-6 "Forms of Proposals". Any reference to work on the contract or on specifications, this document shall govern.

Proposal must include the following information:

1. Project Name and address.
2. Description of work.
3. Bidder's Name, Address, Email, and contact Phone Number.
4. Asbestos cost to be \$5,000 allowance.
 - Please note on bid if asbestos allowance is included.
 - Asbestos sample, test, and abatement invoices are required with final payment request.
 - Asbestos abatement is a requirement by the State of North Dakota.
5. Itemized capping utility costs including capping at the main
6. Itemize tree removal costs

A signed proposal and these specifications will become the complete contract.

Proposer shall fully describe every variance exception and/or deviation. List the item number here and fully explain any items in non-compliance with specification. Additional sheets may be used if required.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There is no handwriting or other markings on the paper.[illegible]

EXHIBIT A

PROPOSAL FORM

Building Demolition
City of Fargo – Inspections Department

Company Name: _____

Company Address: _____

Address of Demolition work to be performed: _____

Cost:

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

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

To include Street repair and traffic control: \$ _____

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

Seeding, fertilizing, and hydro mulching: \$ _____

Clearing of trees per Forestry notes: \$ _____

Asbestos Allowance: \$ _____

Additional items: \$ _____

TOTAL COST: \$ _____

[] Contractors License number: _____

By: _____
(Name) (Signature)

(Title) (Email) (Phone)



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

COPY

To: City of Fargo Commission

From: Assistant Chief Travis Stefonowicz

Date: 01/06/2023

RE: Required Annual Mental Wellness Check-Ins (DCAC Contract)

17

RECEIVED
FARGO POLICE DEPARTMENT

JAN 11 2023

DAVID J. STEFONOWICZ
CHIEF OF POLICE 108

REF: P. SWIFT

✓ FOR 1/23/23 COMMISSION MEETING
CC: FIRE- WELLNESS

23-033

Exposure to trauma is part of everyday life for those working in victim-serving organizations. Unfortunately, there is no immunity to the impact of the pain and suffering witnessed. Ultimately, working in high-stress and trauma-exposed environments affects everyone at some point. Law enforcement duties often expose employees (both civilian and sworn) to routine acute stress as well as highly stressful situations that cannot be resolved through regular coping mechanisms. These situations may cause disabling emotional, psychological, and physical problems unless adequately addressed. Therefore, it is critical for victim-serving organizations – like the FPD – to invest in the well-being of their employees and have policies and procedures that guard against vicarious trauma and help build resiliency. Being prepared and providing support for daily stress and stress following a traumatic incident will help minimize the likelihood that employees will experience negative physical, cognitive, emotional, and behavioral reactions. In a sense, this program would provide psychological PPE to those who are at-risk of vicarious trauma every day.

After thorough research and evaluation, the FPD Wellness Committee has selected Dakota Children's Advocacy Center's RST program as a provider that can not only meet the needs, but does so in a cost-effective manner. By providing trauma-informed counseling to employees, the FPD will be leading the region in this initiative. The RST program has been piloted with law enforcement personnel throughout the state, including FPD employees who utilize their services and highly recommend it to others. This program will be instrumental in providing services for long-term health and will help reduce the stigma associated mental wellness. Dakota Children's Advocacy Center offers a membership plan that will help reduce the cost of additional and follow-up visits as this program grows within the FPD.

The RST Program: Resiliency, Support, & Therapy (RST) is an employee assistance program specifically developed for victim service providers (including law enforcement, medical professionals, social service providers, advocates, and mental health professionals) in North Dakota wanting to address the impact of working in high-stress and trauma-exposed fields. RST has designated providers with specialty training and expertise in treatment of trauma and vicarious trauma. Services provided include individual sessions that focus on building resilience for working in trauma-exposed fields, low impact debriefing, vicarious trauma support, or evidence-based therapy for vicarious trauma.

SUGGESTED MOTION:

Approve the recommended contract to provide required annual mental health check-ins for all sworn and civilian Police employees through the Dakota Children's Advocacy Center's RST program specific to trauma informed counseling totaling \$36,685 annually.

Vendor ID# 25957

RFQ# 23033

Requisition# 0000250851



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: 01/2023 Requisition No. or Pcard No. (last 4 digits only): 0000250851

Purchaser Name or Purchasing Card Name: Assistant Chief Travis Stefonowicz

What is being purchased?

Required annual mental health check-ins for all FPD employees civilian and sworn

Mental Health Services

Is this an Emergency Purchase NO (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: PPI CONSULTING \$475.00 PER VISIT

Vendor #2 Name and Quote: PUBLIC SAFETY PSYCHOLOGICAL SERVICES \$250.00 PER VISIT

Vendor #3 Name and Quote: DAKOTA CHILDREN'S ADVOCACY CENTER \$162.50 PER VISIT

Vendor Selected: DAKOTA CHILDREN'S ADVOCACY CENTER

Quantity Purchased: 215 Total Purchase Price \$: 36,685.00

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

Comments:

215 EMPLOYEE, \$162.50 PER VISIT, 5% ADMINISTRATIVE FEE

VENDOR ID# 25957

REQUISITION #0000250851

Department Head Signature (for Emergency Purchase) _____

Auditors Office:

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



Dakota Children's
ADVOCACY CENTER



EMPLOYEE WELLNESS PROGRAM CONTRACT

This agreement ("Agreement") sets forth the agreed upon terms and conditions surrounding the Dakota Children's Advocacy Center's (hereinafter referred to as DCAC) delivery of the Employee Wellness Program (hereinafter referred to as "Program") to employees (hereinafter referred to as "Participants") of City of Fargo a ND Municipal Corporation (hereinafter referred to as "Client") to begin January 1, 2023 ("Commencement Date"). This Agreement also refers to DCAC and Client individually as "Party" and collectively as the "Parties."

Terms and Conditions

1. Term:

1. Term of this contract shall be one calendar year commencing January 1, 2023 and ending December 31, 2023 unless either Party shall deliver to the other Party written notice of non-renewal not less than thirty (30) days prior to the expiration of the term.
2. In the event that DCAC fails to perform any material Service required to be performed by DCAC hereunder, and such failure shall not be cured by DCAC within thirty (30) days following the delivery of written notice by Client to DCAC setting forth, in detail, the circumstances of such failure of performance, Client shall have the right to terminate this Agreement upon the expiration of such thirty (30) day period.

2. Fees:

1. Client agrees to pay DCAC a fee of \$ 162.50 per employee wellness visit plus 5% admin fee each month billed, not to exceed \$ 36685.00 annually.
2. Client represents that as of the Commencement Date it has approximately 215 employees who will participate in the program.
3. Client may update employee counts to provide additional services at the additional fee of \$162.50 per addition visit, if the number of employees increases.
4. DCAC will invoice Client on a monthly basis starting the month after the Commencement Date.
5. In the event that any payment due DCAC hereunder is not received by DCAC from Client when due, a delinquency charge shall be assessed on each installment assessed in default for not less than five (5) days in an amount not to exceed five percent (1.5 %) for each month the installment remains unpaid, or the maximum amount allowed by law, in addition to other costs and expenses incurred by DCAC to collect any amounts due hereunder.

3. **Services:** The Program shall provide 1 wellness visit per year, per employee, up to 215 employees. Services will be secondary traumatic stress informed and provided by a Provider in the Resiliency.Support.Therapy (RST) program. RST is an employee assistance program specifically for victim service providers (including law enforcement, medical professionals, social service providers, advocates, and mental health professionals) in North Dakota wanting to address the impact of working in

high stress and trauma-exposed fields. Employees are responsible for calling and scheduling appointments. It is the responsibility of the Client to promote the program to employees.

4. **Relationship of the RST Providers:** An RST Provider is an independent contractor and not an employee of DCAC or the Client. An RST Provider does not have the authority to act for, or to bind DCAC or the Client in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of, DCAC or Client.

RST Providers sign a contract with the DCAC and must agree to maintain Provider's licensure and shall immediately notify DCAC in the event Provider's license to practice psychology, therapy, or counseling is canceled, suspended, or otherwise impaired or investigated by any licensing board.

All services are to be performed solely at the risk of the Provider and the Provider shall take all precautions necessary for the proper performance thereof. Provider will maintain general liability and professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 with a duly licensed insurance carrier at all times during the term of the Agreement.

5. **Confidentiality:** RST Providers will report to City of Fargo Employee Health the names of employees who have attended their wellness visit. All other information will remain confidential, and the Program will comply with all applicable state and federal HIPAA privacy rules. Clinical records are treated as confidential and will not be released.
6. **Force Majeure:** No failure, delay or default in performance of any obligation of DCAC shall constitute an event of default or breach of the Agreement to the extent that such failure to perform, delay or default arises out of a cause, existing or future, that is beyond the control and without negligence of DCAC, including, but not limited to: action or inaction of governmental, civil or military authority; fire; strike, lockout or other labor dispute; war; terrorism; riot; pandemic; theft; flood, earthquake, or and other natural disaster.
7. **Liability Insurance:** DCAC will maintain general liability and professional liability insurance coverage, each with minimum limits of \$1,000,000/\$3,000,000, with a duly licensed insurance carrier at all times during the term of the Agreement. Likewise, RST providers will maintain general liability and professional liability insurance coverage with minimum limits of \$1,000,000/\$3,000,000 with a duly licensed insurance carrier at all times during the term of the Agreement.
8. **Indemnify:** If permitted, and to the extent provided by law, Client will defend, indemnify, and hold DCAC harmless against any and all suits, claims, demands or liabilities arising out of or in any way connected with this Agreement except to the extent that such liability is the sole result of negligent acts of DCAC, its officers or employees. It is expressly understood and agreed that the Client's obligations to indemnify DCAC shall survive any termination of this Agreement.
9. **Covered Participants:** Participation is restricted to those employees of the Fargo Police Department, up to 213 employees. Additional employees maybe added if needed with a contract addendum.
10. **Notices:** Any notice required hereunder will not be effective, unless in writing, signed by an authorized officer of the Party delivering such notice, and sent by certified mail or recognized overnight carrier to the signatories below.

11. **Billing Contact Information:** Client agrees to provide DCAC with current and updated billing contact information.

Client Billing Contact: **FARGO POLICE DEPARTMENT**

Address: **c/o Kathy Lormis
105 25th ST N**

Phone number: **FARGO ND 58102
701-476-4176**

Email address: **KLORMIS@FARGO.ND.GOV**

12. **Amendment:** Any changes, additions, or deletions to this Agreement will not be considered binding or agreed to unless the modifications have been initialed or otherwise approved in writing by an authorized representative of the other Party.
13. **Relationship of the Parties:** DCAC and Client agree that DCAC is an independent contractor and neither Party nor their respective employees or agents shall be deemed to be an employee of the other, nor shall this Agreement be deemed to create a partnership, joint venture, agency relationship or other association between the Parties hereto.
14. **Entire Agreement:** This Agreement, together with the Schedules attached hereto, shall constitute the entire Agreement by and between the Parties with respect to the subject matter hereof. There are no promises, terms, conditions, or obligations other than those contained herein and, this Agreement shall supersede all prior and contemporaneous communications, representations, or agreements, either verbal or written, by and between the Parties hereto, all of which are merged herein.

Please sign below to acknowledge each Party's acceptance of these terms.

City of Fargo, Mayor Tim Mahoney

City Auditor, Steve Sprague

Authorized Representative

Date

Authorized Representative

Date

Dakota Children's Advocacy Center, Executive Director Paula Condol

Authorized Representative

Date



18

PUBLIC WORKS/OPERATIONS

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

January 10th, 2023

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

RE: RFP for two (2) 3 Wheeled Mechanical Street Sweeper (RFP23026)

Commissioners:

On January 9th, 2023, proposals were received for two (2) 3 Wheeled Mechanical Street Sweeper. One proposals was submitted for RFP23026.

One proposal met the specifications:

<u>Firm</u>	<u>Price</u>
Sanitation Products	\$518,452.00

The review committee, consisting of Ben Dow, Corey Houim, and Tom Ganje, determined one proposal met the required specifications. Our recommendation is to purchase based on meeting all specifications proposed from Sanitation Products. Funding for this project is included in the 2023 Replacement Street Department Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase two (2) 3 Wheeled Mechanical Sweeper from Sanitation Products for the amount of \$518,452.00

Respectfully Submitted,

Tom Ganje
Fleet Management Specialist

Request for Proposals (RFP23026)

(2) Street Sweepers

1/10/23

Street Department

Proposal Evaluation Summary

	Sanitation Products
Manufacture Model	Elgin Pelican
Individual Unit \$	\$259,226.00
Individual Unit \$	\$259,226.00
Total	\$518,452.00
Est. Delivery	April

January 23rd, 2023

199a

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

Subject: Resolutions for CWSRF Loan Increase (Sewer Revenue Bond Series 2018A & 2018B)
Project WW1701 – Water Reclamation Facility Expansion

Dear Commissioners:

As you know, the Water Reclamation Facility (WRF) is in the middle of a major facility expansion that has been planned for years. In 2014, a facility plan assessed all process equipment and structural components of the WRF, as well as deficiencies associated with capacity, condition, and future regulations. The facility plan recommended a phased approach based on immediate deficiencies, with a goal to treat projected hydraulic & organic loading over the next 20-plus years to accommodate Fargo growth/regionalization.

To meet schedules outlined in outside sewer agreements, portions of the expansion project need to be functionally complete by 2023-(Phase IIB). Components of the Phase IIB expansion include a hybrid Integrated Fixed Film Activated Sludge (IFAS) technology for biological treatment. The IFAS technology is a small footprint/high performance technology that will greatly reduce nitrogen and phosphorus discharge levels. Once operational the facility will double its current capacity to treat 29 million gallons per day, serving a regional population of 270,700.

The Water Reclamation Utility has a placeholder in the 20 year CIP for the Phase II Expansion. The project is funded with a 30-year/2% Clean Water State Revolving Fund (CWSRF) loan. The CWSRF loan was broken into two components (construction \$126,500,000 & engineering \$20,229,000) as requested by the NDDEQ. Phase IIA (\$24,039,116) is complete and in May 2020, bids were opened/awarded on Phase IIB (\$123,950,000) which is now over 65% complete. The commission was aware that these two bid awards exceeded the construction loan amount.

Subsequently, the NDDEQ stated that they would increase the loan amount to cover the increased costs. An increase in loan amount will delay large principle payments until 2029, actually improving the Revenue Adequacy (RA) Model (see attached). Current loan debt will come off the books in the 2028-30 timeframe, thus requiring less cash for the short term. **(NOTE: the increased loan amount has been included in current RA Models)**. The Utility and Finance Committees have both approved the proposed loan increases.

Your consideration in this matter is greatly appreciated.

Recommended Motion

Approve the attached Resolutions to increase the Clean Water State Revolving Fund Loans (Sewer Revenue Bond Series 2018A & 2018B) to complete the Water Reclamation Facility expansion.

Respectfully Submitted,



Jim Hausauer
Water Reclamation Utility Director

RESOLUTION OF GOVERNING BODY OF APPLICANT
(Suggested Format)

RESOLUTION NO. _____

Resolution authorizing filing of application for amendment to loan agreement with the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects; and

WHEREAS, the City of Fargo (the "City") has previously applied for and entered into a Loan Agreement dated December 27, 2018 (the "Original Loan Agreement") with the North Dakota Public Finance Authority for a loan in the amount of up to \$126,500,000 (the "Original Loan") to finance wastewater treatment plant improvements (the "Project"); and

WHEREAS, due to increased Project costs, the City is seeking to increase the amount of the Original Loan and enter into certain amendment to the Original Loan Agreement in connection therewith;

Now, Therefore, BE IT RESOLVED by the City of Fargo (the "City") City Commission:

1. That James Hausauer be and is hereby authorized to execute and file an application on behalf of the City with the North Dakota Department of Environmental Quality for an increase in the Original Loan Amount of \$25,000,000, for a total principal amount of up to \$151,500,000, which loan may be represented by a tax-exempt bond, note or other obligation of the City, for costs of the Project.
2. That James Hausauer, Water Reclamation Utility Director be and is hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application which is herein authorized to be filed, to sign all necessary documents, and, on behalf of the loan recipient, to accept the loan offer and receive payment of loan funds.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting City Auditor of the City of Fargo, North Dakota does hereby certify that the attached resolution is a true and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Environmental Quality, as regularly adopted at a legally convened meeting of the Fargo City Commission duly held on the 23rd day of January, 2023; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this 23rd day of January, 2023.

Signature of Recording Officer*
Title of Recording Officer

**The signature needs to match the signature used for the FIND pre-application*

RESOLUTION OF GOVERNING BODY OF APPLICANT
(Suggested Format)

RESOLUTION NO. _____

Resolution authorizing filing of an application for an amendment to a loan agreement with the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects; and

WHEREAS, the City of Fargo (the "City") has previously applied for and entered into a Loan Agreement dated November 5, 2018 (the "Original Loan Agreement") with the North Dakota Public Finance Authority for a loan in the amount of up to \$20,229,000 (the "Original Loan") to finance engineering costs relating to wastewater treatment plant improvements (the "Project"); and

WHEREAS, due to increased Project costs, the City is seeking to increase the amount of the Original Loan and enter into certain amendment to the Original Loan Agreement in connection therewith;

Now, Therefore, BE IT RESOLVED by the City of Fargo (the "City") City Commission:

1. That James Hausauer be and is hereby authorized to execute and file an application on behalf of the City with the North Dakota Department of Environmental Quality for an increase in the Original Loan Amount of \$1,000,000, for a total principal amount of up to \$21,229,000, which loan may be represented by a tax-exempt bond, note or other obligation of the City, for costs of the Project.
2. That James Hausauer, Water Reclamation Utility Director be and is hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application which is herein authorized to be filed, to sign all necessary documents, and, on behalf of the loan recipient, to accept the loan offer and receive payment of loan funds.

CERTIFICATE OF RECORDING OFFICER

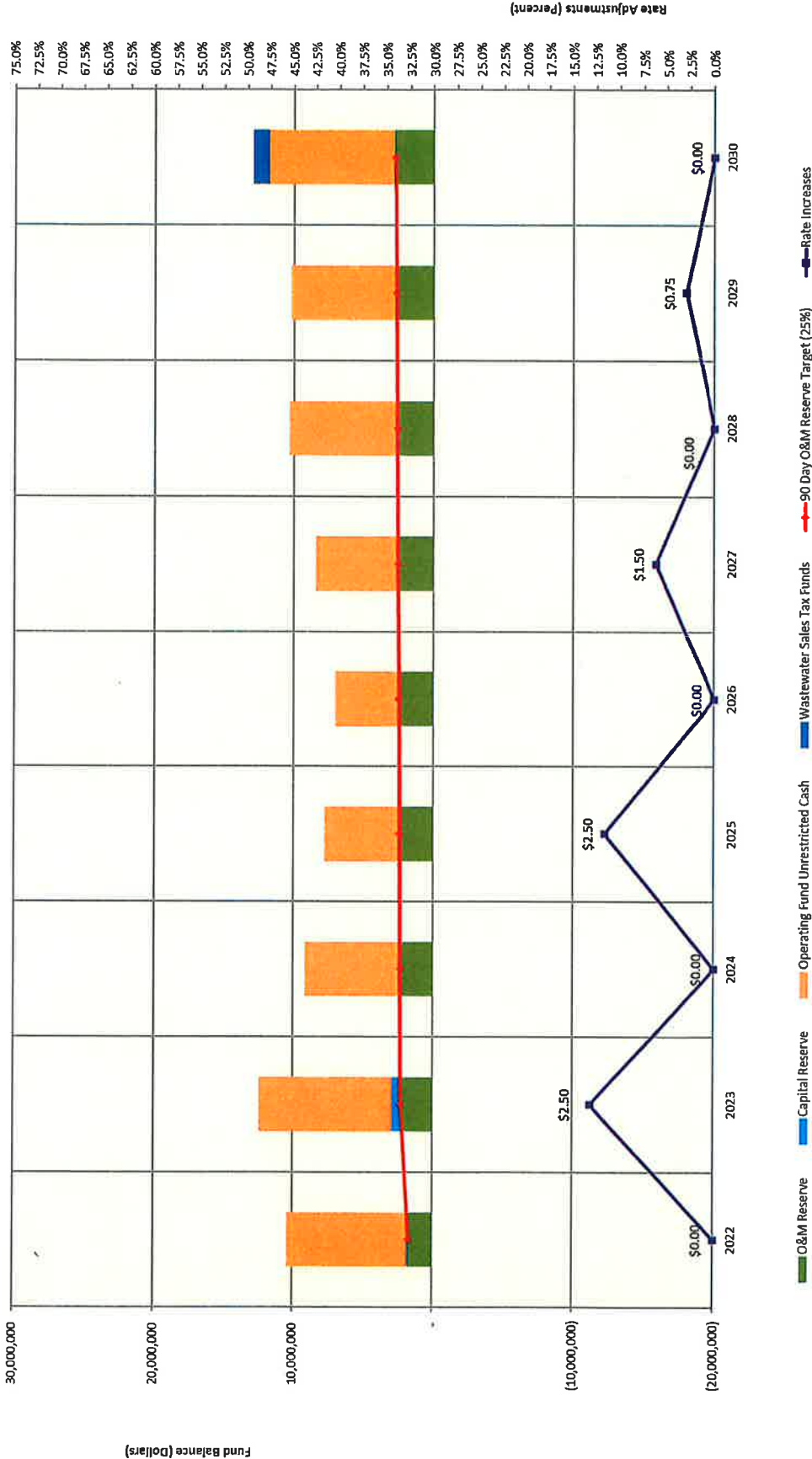
The undersigned duly qualified and acting City Auditor of the City does hereby certify that the attached resolution is a true and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Environmental Quality, as regularly adopted at a legally convened meeting of the Fargo City Commission duly held on the 23rd day of January, 2023; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this 23rd day of January, 2023.

Signature of Recording Officer*
Title of Recording Officer

**The signature needs to match the signature used for the FIND pre-application*

Wastewater Projected Operating and Sales Tax Fund Balances and Proposed Rate Adjustments



REPORT OF ACTION**UTILITY COMMITTEE**

Project No. WW1701

Type: Clean Water State Revolving Fund
Loan Increase

Location: Water Reclamation Facility Expansion

Date of Hearing: 12/21/2022

<u>Routing</u>	<u>Date</u>
City Commission	TBD
Project File	

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo requesting consideration to increase the Clean Water State Revolving Fund (CWSRF) construction & engineering loans for the Water Reclamation Facility (WRF) expansion. In 2014, the City of Fargo completed a Water Reclamation Facility (WRF) Plan to review the existing facilities condition & capacity. The facility plan assessed all process equipment and structural components of the WRF, as well as deficiencies associated with capacity, condition, and future regulations. The Facility Plan recommendations were prioritized via a phased approach based on immediate needs & deficiencies, with a goal to adequately treat projected hydraulic & organic loading over the next 20-plus years.

Components of the Phase IIB expansion include a hybrid Integrated Fixed Film Activated Sludge (IFAS) technology for biological treatment. The IFAS technology is a small footprint/high performance technology that will greatly reduce nitrogen and phosphorus levels, exceeding the City of Winnipeg discharge parameters. Fargo will reduce phosphorus discharge levels by 80% and ammonia nitrogen by 30%. West Fargo lagoon discharge for phosphorus will be reduced by 80% and ammonia nitrogen by 85-90%. Once operational the facility will double its current capacity to treat 29 million gallons per day, serving a regional population of 270,700.

The Water Reclamation Utility has a placeholder in the 20 year CIP for the Phase II Expansion. The project is funded with a 30-year/2% Clean Water State Revolving Fund (CWSRF) loan. The CWSRF loan was broken into two components (construction \$126,500,000 & engineering \$20,229,000) as requested by the NDDEQ. Phase IIA (\$24,039,116) is complete and in May 2020, bids were opened/awarded on Phase IIB (\$123,950,000) which is now over 60% complete. The commission was aware that these two bid awards exceeded the construction loan amount. (To date over \$21.5 M.)

Subsequently, the NDDEQ stated that they would increase the loan amount to cover the increased costs. An increase in loan amount will delay large principle payments until 2029 and will actually improve the Revenue Adequacy Model (see attached). Current loan debt will come off the books in the 2028-30 timeframe, thus requiring less cash for the short term. **(NOTE: the increased loan amount has been included in current RA Models).**

Existing Loans	Loan Amount	Yearly Payment	Maturity Date
45 th St Interceptor	\$63,250,000	\$4,562,900	2029
Northside Sewer Ext	\$1,640,000	\$118,450	2028
Clarifier Impr.	\$822,348	\$45,800	2029
Stabilization Ponds	\$4,061,075	\$275,000	2030
New Loan (Current Expansion)	Loan Amount	Yearly Payment	Maturity Date
Engineering	\$20,229,000	\$928,580	2052
Construction	\$147,825,000	\$7,766,500	2052

Considering the circumstances, the City of Fargo is fortunate they accepted bids when they did in May 2020. Below is a comparison of a similar wastewater project for the City of Sioux Falls, SD and the increased project costs.

Fargo Bid-2020	\$168 M Project Cost	15 mgd capacity inc.	\$11.2 / gallon
Sioux Falls Bid-2022	\$215 M Project Cost	9 mgd capacity inc.	\$23.8 / gallon

It is important to note that there have been no change orders that have increased the financial responsibility of the Water Reclamation Utility. Quite impressive for 4 years of \$148 M construction. Previous change orders are as follows:

- Phase IIA
 - Change Order #1 – Swanberg Construction (Central Generation Station)
 - \$10,000 Deduct
 - Change Order #1 – PKG Construction
 - No Cost Time Extension
 - Change Order #2- PKG Construction
 - No Cost Closeout Transfer of \$40,300 to Phase IIB
- Phase IIB
 - Change Order #1 – PKG Construction
 - No Cost Closeout Transfer of \$40,300 from Phase IIA
 - Change Order #2 – PKG Construction
 - Increase of \$52,443 (Paid by DA Funds for a storm water LS improvements)

MOTION

On a motion by Bruce Grubb, seconded by Ben Dow, the Utility Committee voted to authorize staff to increase the Clean Water State Revolving Fund (CWSRF) Loans (construction (~\$25M) and engineering (~\$1M)) as needed to complete the Water Reclamation Facility expansion.

COMMITTEE:	Present	Yes	No	Unanimous X
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	<u>X</u>	<u>X</u>		
Terri Gayhart, Director of Finance				
Brian Ward, Water Plant Superintendent	<u>X</u>	<u>X</u>		
Mark Miller, Water Reclamation Supt.	<u>X</u>	<u>X</u>		
Bruce Grubb, Temp. PT City Administrator	<u>X</u>	<u>X</u>		
Scott Liudahl, City Forester	<u>X</u>	<u>X</u>		
Scott Olson, Solid Waste Utility Director	<u>X</u>	<u>X</u>		
Jim Hausauer, Water Reclamation Utility Dir.	<u>X</u>	<u>X</u>		
Troy Hall, Water Utility Director	<u>X</u>	<u>X</u>		
Ben Dow, Public Works Operations Director	<u>X</u>	<u>X</u>		
Brenda Derrig, City Engineer	<u>X</u>	<u>X</u>		T. Knakmuhs proxy
_____, Solid Waste Utility Engineer	<u>Vacant</u>			
Dan Portlock, Water Utility Engineer	<u>X</u>	<u>X</u>		

ATTEST:


 Jim Hausauer
 Water Reclamation Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

REPORT OF ACTION**FINANCE COMMITTEE**

Project No. WW1701

Type: Clean Water State Revolving Fund
Loan Increase

Location: Water Reclamation Facility Expansion

Date of Hearing: 12/19/2022

<u>Routing</u>	<u>Date</u>
City Commission	TBD
Project File	

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Subsequently, the NDDEQ stated that they would increase the loan amount to cover the increased costs. An increase in loan amount will delay large principle payments until 2029 and will actually improve the Revenue Adequacy Model (see attached). Current loan debt will come off the books in the 2028-30 timeframe, thus requiring less cash for the short term. **(NOTE: the increased loan amount has been included in current RA Models).**

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 - Change Order #1 – PKG Construction
 - No Cost Closeout Transfer of \$40,300 from Phase IIA
 - Change Order #2 – PKG Construction
 - Increase of \$52,443 (Paid by DA Funds for a storm water LS improvements

MOTION

On a motion by Mike Redlinger, seconded by Terri Gayhart, the Finance Committee voted to authorize staff to increase the Clean Water State Revolving Fund (CWSRF) Loans (construction (~\$25M) and engineering (~\$1M)) as needed to complete the Water Reclamation Facility expansion.

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston



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

January 19, 2022

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

Subject: Resolutions for DWSRF Loans to fund Water Utility Capital Projects

Dear Commissioners:

Water Utility staff is requesting to submit two (2) applications for Drinking Water State Revolving Fund (DWSRF) loans involving Water Utility capital projects as follows:

- Water Supply & Treatment Improvements Loan (existing): add Infrastructure Sales Tax (Fund 450) as a debt payment source and increase loan amount to \$39 million dollar at same interest rate (2%).
- New DWSRF Loan Application: To lock in interest rate at 2%, apply for a new loan of \$40 million dollars for residuals plant replacement, Sheyenne pipeline rehabilitation, new Advance Metering Infrastructure (AMI) system, and Lead Service Line (LSL) Replacement.

These loan applications have been discussed and approved by both the Finance Committee and Utility Committee. One change from committee discussions is that a new Advance Metering Infrastructure (AMI) system and Lead Service Line (LSL) Replacement will be listed as a project under the new loan application and not under the existing loan agreement. The following table shows the estimated total annual DWSRF debt service payments in the future for the Water Utility with and without the proposed changes listed above:

Year	No Changes to current loans	Percent Change since 2010	Loan Increase to \$39 million	Percent Change since 2010	Loan Increase plus New Loan	Percent Change since 2010
2010	\$ 6,464,000	Comparison Year	\$ 6,464,000	Comparison Year	\$ 6,464,000	Comparison Year
2019	\$ 5,631,000	-12.9%	\$ 5,631,000	-12.9%	\$ 5,631,000	-12.9%
2022	\$ 5,831,000	-9.8%	\$ 5,831,000	-9.8%	\$ 5,831,000	-9.8%
2025	\$ 6,661,000	3.0%	\$ 7,341,000	13.6%	\$ 7,341,000	13.6%
2030	\$ 5,815,000	-10.0%	\$ 6,495,000	0.5%	\$ 8,495,000	31.4%

The table above shows that annual debt service payments for the Water Utility will remain manageable compared to 2010. Since 2010, the 1997 WTP was paid off and that debt payment was replaced by the Membrane WTP loan payment under DWSRF. Also, lower interest rates in recent years have allowed loan refinancing, resulting in savings. Currently, the DWSRF interest rate has remained at 2% (1.5% interest + 0.5% admin fee) while interest rates in housing and other areas have increase over the past year. For now, DWSRF staff indicate 2% interest rate is still available.

All projects under the loans are in the Water Utility 20-year Capital Improvement Plant (CIP) and in the Water Utility financial model. The following are reasons for the requested DWSRF loan changes:

- Inflation increases on projects in the Water Supply & Treatment Improvements loan.
- Lock-in low interest rates of 2% for future projects in Water Utility CIP
- Loan forgiveness (grant) funding opportunities under recent DWSRF guidance from EPA

- Add project for Advance Metering Infrastructure (AMI) to improve efficiency/customer service
- Fund balance management for Fund 501 (rates) and Fund 450 (Infrastructure Sales Tax)

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve resolutions allow Water Utility staff to submit two applications for low-interest Drinking Water State Revolving Fund (DWSRF) loans to finance water system capital projects.

RESOLUTION OF GOVERNING BODY OF APPLICANT
(Suggested Format)

RESOLUTION NO. _____

Resolution authorizing filing of application for amendment to loan agreement with the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects; and

WHEREAS, the City of Fargo (the "City") has previously applied for and entered into a Loan Agreement dated August 6, 2018 (the "Original Loan Agreement") with the North Dakota Public Finance Authority for a loan in the amount of up to \$23,950,000 (the "Original Loan") to finance water supply and treatment plant improvements (the "Project"); and

WHEREAS, due to increased Project costs, the City is seeking to increase the amount of the Original Loan and enter into certain amendment to the Original Loan Agreement in connection therewith;

Now, Therefore, BE IT RESOLVED by the City of Fargo (the "City") City Commission:

1. That Troy Hall be and is hereby authorized to execute and file an application on behalf of the City with the North Dakota Department of Environmental Quality for an increase in the Original Loan Amount of \$15,050,000, for a total principal amount of up to \$39,000,000, which loan may be represented by a tax-exempt bond, note or other obligation of the City, for costs of the Project.
2. That Troy Hall, Water Utility Director be and is hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application which is herein authorized to be filed, to sign all necessary documents, and, on behalf of the loan recipient, to accept the loan offer and receive payment of loan funds.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting City Auditor of the City of Fargo, North Dakota does hereby certify that the attached resolution is a true and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Environmental Quality, as regularly adopted at a legally convened meeting of the Fargo City Commission duly held on the 23rd day of January, 2023; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this 23rd day of January, 2023.

Signature of Recording Officer*
Title of Recording Officer

**The signature needs to match the signature used for the FIND pre-application*

RESOLUTION OF GOVERNING BODY OF APPLICANT
(Suggested Format)

RESOLUTION NO. _____

Resolution authorizing filing of application with the North Dakota Department of Environmental Quality for a loan under the Clean Water Act and/or the Safe Drinking Water Act.

WHEREAS, under the terms of the Clean Water Act and/or the Safe Drinking Water Act, the United States of America has authorized the making of loans to authorized applicants to aid in the construction of specific public projects:

Now, Therefore, BE IT RESOLVED by the City of Fargo (the “City”) City Commission:

1. That Troy Hall be and is hereby authorized to execute and file an application on behalf of City of Fargo, North Dakota, with the North Dakota Department of Environmental Quality for a loan in a principal amount not expected to exceed \$40,000,000, which loan may be represented by a tax-exempt bond, note or other obligation of the City, to aid in the construction of: Fargo Water Supply and Treatment Plant Improvements.
2. That Troy Hall, Water Utility Director be and is hereby authorized and directed to furnish such information as the North Dakota Department of Environmental Quality may reasonably request in connection with the application which is herein authorized to be filed, to sign all necessary documents, and, on behalf of loan recipient, to accept loan offer and receive payment of loan funds.

CERTIFICATE OF RECORDING OFFICER

The undersigned duly qualified and acting City Auditor of the City of Fargo, North Dakota does hereby certify that the attached resolution is a true and correct copy of the resolution, authorizing the filing of application with the North Dakota Department of Environmental Quality, as regularly adopted at a legally convened meeting of the Fargo City Commission duly held on the 23rd day of January, 2023; and further that such resolution has been fully recorded in the journal of proceedings and records in my office.

In WITNESS WHEREOF, I have hereunto set my hand this 23rd day of January, 2023.

Signature of Recording Officer*
Title of Recording Officer

**The signature needs to match the signature used for the FIND pre-application*

(21)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-22-A2

Type: Change Order #1 & Time Extension

Location: 32nd Ave S, 32nd St – 22nd St

Date of Hearing: 1/17/2023

Routing

City Commission

Date

1/23/2023

PWPEC File

X

Project File

Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding Change Order #1 in the amount of \$62,765.49 for additional work as well as a 5-calendar day time extension to complete Phase 1.

Staff is recommending approval of Change Order #1 in the amount of \$62,765.49 and the associated 5-calendar day time extension to complete Phase 1.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #1 & the associated time extension to Apex Engineering.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Change Order #1 in the amount of \$62,765.49 and the associated 5-calendar day time extension to Phase 1 completion to Apex Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Fed Hwy, Utility Funds, Sales Tax & 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

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☐☐☐

Steve Dirksen, Fire Chief

☒☒☐

Michael Redlinger, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☐☐☐

Terri Gayhart, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Eric Hodgson, Civil Engineer II
Date: January 16th, 2023
Re: Improvement District No. BR-22-A2 – Change Order #1 & Time Extension
32nd Avenue South (32nd Street South to 22nd Street South)

Background:

On Monday, August 22, 2022, City Commission approved Amendment No. 4, which directed Apex Engineering to perform the additional work needed to design and incorporate into the plans a westbound to northbound right turn lane at 25th Street South. Attached is a summary of the plan revisions that were made and Construction Change Order #1, which adds the additional work to the project and the cost justification for the change order. This change order incorporates the plan, cost, and time changes to construct the right turn lane as part of the 32nd Avenue Reconstruction Project. These costs qualify for Federal cost share, but since this project has already reached its cap on Federal Funds, this extra expense will be 100% City Cost.

1. Plan Revisions for Change Order – Summary of the plan changes made to include the work for the right turn lane at 25th Street.
2. Change Order #1 – This change order addresses the work, cost, and time associated with constructing the right turn lane at 25th Street.

Recommended Motion:

Approve the Summary of Plan Revisions for Change Order #1 and approve Change Order #1 and the associated time extension submitted by APEX Engineering in the amount of \$62,765.49 and a time extension of 5 calendar days (70 total) to complete Phase 1.

EBH/klb

Attachments:

- Summary of Plan Revisions For Change Order #1
- Contractor signed Change Order #1
- Change Order #1 Cost Justification

PLAN REVISIONS FOR CHANGE ORDER

Project Information		
Project:	SU-CVD-8-984(168)	PCN: 22826
Location:	Fargo 32nd Avenue South - 32 nd St S to 22 nd St S	
Date:	10/31/2022	Lead Designer: Apex Engineering Group
Bid Opening Date:	06/10/2022	JOB#: 22826 Change Order: 1

Plan Changes		
Section	Sheet(s)	Description of Change
4	1	Modified design reference with updated linework for westbound right turn lane at 25 th St S.
8	1-4	Multiple quantities revised. See revised bid items below.
10	1	Decrease in Seeding Type III and Hydraulic mulch quantity with green space reduction because of the turn lane addition. Reduced edge drain quantity due to shortened radius. Winter Suspension temporary median paving quantities removed.
11	1	Salvaged Base Course quantity update to account for additional turn lane width. 32 nd Ave S (25 th St S to 22 nd St) Common Excavation – Type A quantity increased. Topsoil Imported – Needed quantity decreased with green space reduction.
30	4	Added Note 1 stating that a 10.5' right turn lane and taper are included in the overall pavement width from Sta 178+25 to Sta 182+45.
50	3	ST-21A, ST-21B, & ST-18B locations are revised to new turn lane location and widened Northeast 25 th St S and 32 nd Ave S quadrant. Build heights of ST slightly modified to accommodate new location.
55	8,9,12,13	Modified design reference with updated linework for westbound right turn lane at 25 th St S. ST-21a, ST-21B, & ST-18B location & 18IN RCP inlet lead pipes are slightly adjusted for the westbound right turn lane. Inlet lead grades adjusted slightly to accommodate new location.
56	1,2	Modified design reference with updated linework for westbound right turn lane at 25 th St S.
60	5,7	Modified design reference with updated linework for westbound right turn lane at 25 th St S. Grading information and quantity updates to reflect the addition of the westbound to northbound right turn lane at 32 nd Ave S and 25 th St S.
77	3	Modified design reference with updated linework for westbound right turn lane at 25 th St S. Removal of fiber roll line on paved surface previously located in the NE quadrant of 25 th St S and 32 nd Ave S. Inlet Protection-Special locations updated to adjusted inlet locations. Reduction of Seeding Class III and Hydraulic Mulch Hatch.
80	2,4	Modified design reference with updated linework for westbound right turn lane

		at 25 th St S. Sheet 2 includes minor push button location updates from original submittal to accommodate 2' buffer space between ramp beginning and push button. No design modifications necessary because of this. Sheet 4 Includes ADA updates to the NE quadrant of 25 th St S and 32 nd Ave S.
85	7	Modified design reference with updated linework for westbound right turn lane at 25 th St S.
90	3	Modified design reference with updated linework for westbound right turn lane at 25 th St S. Updated jointing at 25 th St S where added turn lane bisects. Extended main line dowel basket transverse joints through turn lane and taper.
100	1,8,12,15, 20, 24, 27, 30, 34, 41	Modified design reference with updated linework for westbound right turn lane at 25 th St S. Added delineator drums and lane split sign, W12-1-48, for additional lane closure in Phases 2C and 3.
110	9	Modified design reference with updated linework for westbound right turn lane at 25 th St S.
120	5	Modified design reference with updated linework for westbound right turn lane at 25 th St S. Additional 8" white barrier, two right turn arrows, stop bar, and crosswalk extension for westbound right turn lane.
140	11	Modified design reference with updated linework for westbound right turn lane at 25 th St S.
150	4,12,13,15,16,17	Modified design reference with updated linework for westbound right turn lane at 25th St S. Updated push button 16 & 17 locations in the NE quadrant of 25th St S and 32nd Ave S. Minor modifications to push buttons at 28th St and 25th St to maintain a distance of 2' between push buttons and the front of ADA ramps. Two pull boxes, 18 and 19, moved north into the boulevard between the sidewalk and proposed turn lane at 25th St S. Signal head on Pole #10 is changed to 5 sections, one (1) additional head. Two (2) additional detection loops for the westbound right turn lane. Miscellaneous cable adjustments as described in the summary below. <u>Summary of quantity updates:</u> ○ -14' of No. 16 AWG 3 Conductor Cable ○ +530' of Loop Lead in Cable ○ +17' of No. 14 AWG 7 Conductor Cable ○ -17' of No. 14 AWG 5 Conductor Cable ○ -14' of No. 14 AWG 2 Conductor Cable ○ +1 of 1-Way 5 Section Head W/12" Lens – Post Mtd ○ -1 of 1-Way 3 Section Head W/12" Lens – Post Mtd ○ +2 of Vehicle Detection Loops & Conductors
160	3	Modified design reference with updated linework for westbound right turn lane at 25 th St S.
200	26-31,39-41	Updated model which represents the additional westbound right turn lane at 25 th St S.

New, Removed, or Revised Bid Items								
Spec	Code	Item Description	Unit	Bid Unit Price	Original Bid Quantity	Quantity Increased (+) or Decreased (-) by	Updated Total Quantity Per CO	Additional Cost of Change Order (-) or (+)
203	0101	Common Excavation – Type A	CY	\$20.00	11,810	+204	12,014	+\$4,080.00
203	0119	Topsoil-Imported	CY	\$40.00	550	-36	514	-\$1,440.00
216	0100	Water	M GAL	\$18.00	1,066	+62	1,128	+\$1,116.00
251	0300	Seeding Class III	ACRE	\$14,300.00	2.23	-0.07	2.16	-\$1,001.00
253	0201	Hydraulic Mulch	Acre	\$3,025.00	3.51	-0.07	3.44	-\$211.75
261	0112	Fiber Rolls 12IN	LF	\$4.30	1,757	-185	1,572	-\$795.50
302	0101	Salvaged Base Course	CY	\$70.00	12,518	+119	12,637	+\$8,330.00
550	0310	10IN Non Reinf Concrete Pvmnt CI AE-Doweled	SY	\$110.00 *Rev. \$122.00	25,599	+365	25,964	+\$44,530.00
704	1000	Traffic Control Signs	UNIT	\$4.20	3,583	+35	3,618	+\$147.00
704	1060	Delineator Drums	EA	\$22.00	467	+13	480	+\$286.00
709	0100	Geosynthetic Material Type G	SY	\$4.00	30,325	+365	30,690	+\$1,460.00
714	0315	Pipe Conc Reinf 18IN CL III-Storm Drain	LF	\$166.00	1,695	+11	1,706	+\$1,826.00
714	9696	Edgedrain Non Permeable Base	LF	\$14.00	7,787	-11	7,776	-\$154.00
748	0190	Curb & Gutter-Type I 30IN	LF	\$32.00	8,041	-11	8,030	-\$352.00
750	0030	Pigmented Imprinted Concrete	SY	\$165.00	865	-26	839	-\$4,290.00
750	0120	Sidewalk Concrete 5IN Reinf	SY	\$65.00	4,365	-3	4,632	-\$195.00
762	0122	Preformed Patterned Pvmnt MK-Message(Grooved)	SF	\$40.00	550	32	582	+\$1,280.00
762	1309	Preformed Patterned Pvmnt Mk 8IN Line-Grooved	LF	\$12.00	3,349	208	3,557	+\$2,496.00
762	1317	Preformed Patterned Pvmnt Mk 16IN Line-Grooved	LF	\$31.00	485	12	497	+\$372.00
762	1325	Preformed Patterned Pvmnt Mk 24IN Line-Grooved	LF	\$33.00	1,098	18	1,116	+\$594.00
772	9812	Traffic Signal System Site 2	EA	\$494,000.00 *Rev. \$4,687.74	1	-	1	+4,687.74
Estimated Change Order Total:				+\$62,765.49				

*Revised bid prices explained in Change Order No. 1 Explanation

APPROVAL

Should the revisions described above be processed as a change order?

_____ Yes

_____ No

COMMENTS



Josh Olson, PE – Apex Engineering Group

12-27-2022

Date



Tom Knakmuhs, PE – City of Fargo

Date

Once this has been signed; scan, place into Filenet and send Link to District Project Representative. Send Hard Copy to Record center.

North Dakota Department of Transportation

Change Order

Page 1 of 2

Change Order No: 1
SubProject: 3 NON-PARTICIPATING ITEMS

Project: SU-CVD-8-984(168)
County: Cass

PCN: 22826

For: GRADING, SALVAGED BASE, PCC PAVEMENT, STORM SEWER, WA

Contractor: DAKOTA UNDERGROUND COMPANY
4001 15TH AVE N
FARGO, ND 58102-2832

Original Contract Amount:
\$19,964,185.80

Date Created: 10/28/2022

Date Approved:

Spec No	Code No	Item of Work	Unit	Original Quantity	+ or - Quantity	Unit Price	Increase Amount	Decrease Amount
ADDED CONTRACT ITEM								
NON-PARTICIPATING (SU FARGO CITY FUNDS)								
203	119	TOPSOIL-IMPORTED	CY	0.00	-36.00	40.000		-1,440.00
203	101	COMMON EXCAVATION-TYPE A	CY	0.00	204.00	20.000	4,080.00	
216	100	WATER	M GAL	0.00	62.00	18.000	1,116.00	
251	300	SEEDING CLASS III	ACRE	0.00	-0.07	14,300.000		-1,001.00
253	201	HYDRAULIC MULCH	ACRE	0.00	-0.07	3,025.000		-211.75
261	112	FIBER ROLLS 12IN	LF	0.00	-185.00	4.300		-795.50
302	101	SALVAGED BASE COURSE	CY	0.00	119.00	70.000	8,330.00	
550	310	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	0.00	365.00	122.000	44,530.00	
704	1000	TRAFFIC CONTROL SIGNS	UNIT	0.00	35.00	4.200	147.00	
704	1060	DELINEATOR DRUMS	EA	0.00	13.00	22.000	286.00	
709	100	GEOSYNTHETIC MATERIAL TYPE G	SY	0.00	365.00	4.000	1,460.00	
714	315	PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	0.00	11.00	166.000	1,826.00	
714	9696	EDGEDRAIN NON PERMEABLE BASE	LF	0.00	-11.00	14.000		-154.00
748	190	CURB & GUTTER-TYPE I 30IN	LF	0.00	-11.00	32.000		-352.00
750	30	PIGMENTED IMPRINTED CONCRETE	SY	0.00	-26.00	165.000		-4,290.00
750	120	SIDEWALK CONCRETE 5IN REINF	SY	0.00	-3.00	65.000		-195.00
762	122	PREFORMED PATTERNED PVMT MK-MESSAGE(GRO	SF	0.00	32.00	40.000	1,280.00	
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GRO	LF	0.00	208.00	12.000	2,496.00	
762	1317	PREFORMED PATTERNED PVMT MK 16IN LINE-GRO	LF	0.00	12.00	31.000	372.00	
762	1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GRO	LF	0.00	18.00	33.000	594.00	
772	9812	TRAFFIC SIGNAL SYSTEM - SITE 2	EA	0.00	1.00	4,687.740	4,687.74	
Net Increase or Decrease to Date			Part	62,765.49	Non-Part	TOTALS	71,204.74	-8,439.25
						NON-PARTICIPATING	71,204.74	-8,439.25
						PARTICIPATING		

Due to This Change, the Contract Time:
NO CHANGE.

Classification

Functional Design Change

**North Dakota Department of Transportation
Change Order**

Page 2 of 2

Change Order No: 1

Project: SU-CVD-8-984(168)

PCN: 22826

SubProject: 3 NON-PARTICIPATING ITEMS

County: Cass

For: GRADING, SALVAGED BASE, PCC PAVEMENT, STORM SEWER, WA

Contractor: DAKOTA UNDERGROUND COMPANY

4001 15TH AVE N

FARGO, ND 58102-2832

Original Contract Amount:

\$19,964,185.80

Date Created: 10/28/2022

Date Approved:

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

If the federal funds authorized in the cost participation agreement with the local agency is exceeded and federal funds are not available for this change, the local agency will assume the total cost of this change order.

This increased cost and time change order includes the additional work to include the westbound to northbound right turn lane at the intersection of 32nd Avenue South and 25th Street South. The documented CATEX was amended on 2022.09.20 to modify executive decision page signed by the mayor of the City of Fargo, Tim Mahoney, recommending that the existing westbound right turn lane at 32nd Ave S and 25th St S be replaced as a build option for this construction project. This change order addresses the request from the City of Fargo to include this turn lane as a part of this project.

A total of 5 calendar days will be added to the 65 allowable calendar days stated in Section 6 - Note 704-P02. The new total allowable days for Phase 1 will be 70 calendar days. The overall project completion date will not be changed.

See Plan Revision Summary.

Jared Heller, PE1/10/2023

Prime Contractor

DATE

T. Heller 1/19/23

County/City Official

DATE

Project EngineerDATETeam LeaderDATE



Water | Transportation | Municipal | Facilities

 701.373.7980
 4733 Amber Valley Parkway South
 Fargo, ND

Project: SU-CVD-8-984(168) | PCN 22826

City of Fargo Project Number: BR-22-A

Change Order No 1 – Explanation

Non - Participating – City 100%

Grading, Salvage Base, PCC Pavement, Storm Sewer, Watermain, Traffic Signal, Lighting, & Shared Use Path

This increased cost and time change order includes the additional work to include the westbound to northbound right turn lane at the intersection of 32nd Avenue South and 25th Street South. The documented CATEX was amended on 2022.09.20 to modify executive decision page signed by the mayor of the City of Fargo, Tim Mahoney, recommending that the existing westbound right turn lane at 32nd Ave S and 25th St S be replaced as a build option for this construction project. This change order addresses the request from the City of Fargo to include this turn lane as a part of this project.

A total of 5 calendar days will be added to the 65 allowable calendar days stated in Section 6 - Note 704-P02. The new total allowable days for Phase 1 will be calendar 70 days. The overall project completion date will not be changed.

REVISED CONTRACT ITEM

Spec 772 Code 9812 Traffic Signal System – Site 2

This plan revision includes the increase and decrease of several bid items at bid price except for the bid item 772 9812 Traffic Signal System – Site 2 & 550 0310 10IN Non Reinf Concrete Pvmt CI AE-Doweled. Since bid item 772 9812 unit is 'EA' a revision to the unit price is necessary to compensate for the minor quantity revisions summarized below.

A summary of the quantity changes to the Traffic Signal System – Site 2 Bid Item:

- -14' of No. 16 AWG 3 Conductor Cable
- +530' of Loop Lead in Cable
- +17' of No. 14 AWG 7 Conductor Cable
- -17' of No. 14 AWG 5 Conductor Cable
- -14' of No. 14 AWG 2 Conductor Cable
- +1 of 1-Way 5 Section Head W/12" Lens – Post Mtd
- -1 of 1-Way 3 Section Head W/12" Lens – Post Mtd
- +2 of Vehicle Detection Loops & Conductors
-

Use = 1 EA x \$4,687.74 / EA = \$4,687.74

Spec 550 Code 0310 10IN Non Reinf Concrete Pvmt CI AE-Doweled

The contractor requested an increase to bid item 550 0310 as the unit bid price reflects a composite price for all the 10IN concrete work on the project. Since this turn lane is not planned to be machine paved the labor cost for this work will higher than that of the areas that were planned to be machine paved. See '32nd Ave S_PCN 22826_CO 1_10IN Conc Bid Price Justification.pdf' for a individual

breakdown of the paving operations planned for the project. As shown in this justification an additional \$12/SY will be added to this bid item for Change Order No. 1.

Use = 365SY x \$122 / SY = \$44,530.00

TOTAL COST OF CHANGE ORDER № 1 = +\$62,765.49

See 'PCN 22826_ Plan Revision Summary for CO 1.pdf' for a summary of updated sections and remaining adjusted quantities at bid price.



November 15, 2022

Dakota Underground Company
Jared Heller
4001 15th Avenue North
Fargo, ND 58102

Re: SU-7CVD-8-984(168) PCN# 22826 (32nd Avenue South)
Change Order No. 1 - Pricing

Mr. Heller:

As requested, the New Price for Bid Item "Traffic Signal System Site 2" with the changes as listed for Change Order No. 1:

Pricing for Change Order No. 1				
<i>Includes following Items Summary of Quantity Updates:</i>				
	Qty	Units	Unit Price	Total \$
1) No. 16 AWG 3 Conductor Cable	-14	FT	\$0.00	\$0.00
2) Loop Lead In Cable	530	FT	\$1.00	\$530.00
3) No. 14 AWG 7 Conductor Cable	17	FT	\$0.00	\$0.00
4) No. 14 AWG 5 Conductor Cable	-17	FT	\$0.00	\$0.00
5) 5 Section Head Placed In lieu of placement of 3 Section Head	1	EA	\$531.58	\$531.58
6) Vehicle Detection Loops & Condutors	2	EA	\$1,600.00	\$3,200.00
				\$4,261.58

Please forward on with your appropriate prime contractor mark-up onto the engineer so a change order can be issue for this increase cost due to the requested change.

Respectfully Submitted

GC Markup (10%) = \$426.15

Eric Simek
Strata Corporation / Construction Division

Total = \$4687.74

550 310 10IN Non Reinf Concrete Pvmnt Cl AE-Doweled Bid Price Justification

10" Concrete Paving:

Materials: Concrete, Dowels/Tie Bars, Cure, Joint Sealing, etc. \$62.10 / SY

Installation:		\$ / SY		
22' Mainline	62%	\$42		
24' Mainline	6%	\$46		
12' Center Lane	12%	\$50	Ave \$/SY	\$48.04
Variable Width Center	4%	\$52		
Turn Lanes	3%	\$60		
Intersection/St Returns	13%	\$72		
			Bid Price	\$110.00



Water | Transportation | Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway South
Fargo, ND

Project: SU-CVD-8-984(168) | PCN 22826

City of Fargo Project Number: BR-22-A

Change Order № 1 – Justification

(For Apex & City of Fargo Only)

Non - Participating – City 100%

Grading, Salvage Base, PCC Pavement, Storm Sewer, Watermain, Traffic Signal, Lighting, & Shared Use Path

This increased cost and time change order includes the additional work to include the westbound to northbound right turn lane at the intersection of 32nd Avenue South and 25th Street South. The documented CATEX was amended on 2022.09.20 to modify executive decision page signed by the mayor of the City of Fargo, Tim Mahoney, recommending that the existing westbound right turn lane at 32nd Ave S and 25th St S be replaced as a build option for this construction project. This change order addresses the request from the City of Fargo to include this turn lane as a part of this project.

A total of 5 calendar days will be added to the 65 allowable calendar days stated in Section 6 - Note 704-P02. The new total allowable days for Phase 1 will be 70 calendar days. The overall project completion date will not be changed.

REVISED CONTRACT ITEM

Spec 772 Code 9812 Traffic Signal System – Site 2

This plan revision includes the increase and decrease of several bid items at bid price except for the bid item 772 9812 Traffic Signal System – Site 2 & 550 0310 10IN Non Reinf Concrete Pvmt Cl AE-Doweled. Since bid item 772 9812 unit is 'EA' a revision to the unit price is necessary to compensate for the minor quantity revisions summarized below.

A summary of the quantity changes to the Traffic Signal System – Site 2 Bid Item:

- -14' of No. 16 AWG 3 Conductor Cable
- +530' of Loop Lead in Cable
- +17' of No. 14 AWG 7 Conductor Cable
- -17' of No. 14 AWG 5 Conductor Cable
- -14' of No. 14 AWG 2 Conductor Cable
- +1 of 1-Way 5 Section Head W/12" Lens – Post Mtd
- -1 of 1-Way 3 Section Head W/12" Lens – Post Mtd
- +2 of Vehicle Detection Loops & Conductors

Bid item 772 350 Preformed Loop Detector has an average bid price of \$2,457 in the last three years. Strata's invoice for the detection loops is \$1,600 EA. This price is less than the running average and is reasonable & justified. Bid Item 772 2919 Revise Traffic Signal head has an average bid price of \$575. Strata's invoice for the two additional heads is \$531.58. The invoiced price is less than the average bid price and is reasonable & justified.

Use = 1 EA x \$4,687.74 / EA = \$4,687.74

Spec 550 Code 0310 10IN Non Reinf Concrete Pvmt CI AE-Doweled

The contractor requested an increase to bid item 550 0310 as the unit bid price reflects a composite price for all the 10IN concrete work on the project. Since this turn lane is not planned to be machine paved the labor cost for this work will be higher than that of the areas that were planned to be machine paved. See '32nd Ave S_PCN 22826_CO 1_10IN Conc Bid Price Justification.pdf' for a individual breakdown of the paving operations planned for the project. As shown in this justification an additional \$12/SY will be added to this bid item for Change Order No. 1.

Based on the composite break down provided this price increase is reasonable and justified.

Use = 365SY x \$122 / SY = \$44,530.00

TOTAL COST OF CHANGE ORDER № 1 = +\$62,765.49

See 'PCN 22826_ Plan Revision Summary for CO 1.pdf' for a summary of updated sections and remaining adjusted quantities at bid price.

(22)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-G0

Type: Contract Amendment #1

Location: 32nd Ave S, 22nd St – University Dr

Date of Hearing: 1/17/2023

Routing

City Commission

Date

1/23/2023

PWPEC File

X

Project File

Eric Hodgson

The Committee reviewed the accompanying correspondence from Project Manager, Eric Hodgson, regarding Amendment #1 in the amount of \$24,559.00 for additional work.

Staff is recommending approval of Amendment #1 in the amount of \$24,559.00, bringing the total contract amount to \$1,904,842.00.

On a motion by Ben Dow, seconded by Steve Sprague, the Committee voted to recommend approval of Amendment #1 to Apex Engineering.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Amendment #1 in the amount of \$24,559.00, bringing the total contract amount to \$1,904,842.00 to Apex Engineering.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WM Repl Funds & Special Assessments

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☐☐☐

Steve Dirksen, Fire Chief

☒☒☐

Michael Redlinger, City Administrator

☒☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☐☐☐

Terri Gayhart, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson



Brenda E. Derrig, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Eric Hodgson, Civil Engineer II

Date: January 17, 2023

Subject: Improvement District No. BR-23-G0 - Amendment No. #1
"32nd Avenue South from 22nd Street to University Drive Redesign and
Public Outreach"

Background:

On September 6th, 2022 City Commission awarded Apex Engineering a design contract for 32nd Avenue South from 22nd Street to University Drive. The original contract did not have public outreach incorporated into it. The City has met their Federal requirements for public outreach with the effort exhibited during the initial phase of 32nd Avenue, but we recognize the importance for a follow up with the community given impact of the project. As such, the City is going to conduct a public informational meeting for this project in addition to what has been previously done.

The proposed contract amendment provided by Apex totaling \$24,559, is the amount required to cover the additional work associated with the public informational meeting.

For your review, Apex Engineering has provided the Contract Amendment #1 document outlining the services to be provided and is attached to this memorandum.

Recommended Motion:

Approve Contract Amendment #1 submitted by APEX Engineering in the amount of \$24,559, to cover the additional work associated with the public informational meeting needed for Improvement District BR-23-G0.

EBH/jmg
Attachment



Water | Transportation | Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway
Fargo, ND 58104

Engineering Services Agreement
Amendment #1 – Project No. BR-23-G0

Project: Amendment #1 for Phase I – Design Services
32nd Avenue South Reconstruction – 22nd Street to Storm Sewer Lift Station #27
City of Fargo Improvement District No. BR-23-G0
Apex Project No. 22.103.0151

Client: City of Fargo (Engineering Department)
Attn: Eric Hodgson, PE – Engineering Department

Background / Description of Work:

This amendment includes additional time required by Flint Group and Apex Engineering Group to provide and implement a public engagement plan.

Also, included in the addendum is additional direct costs that will be incurred by Apex Engineering Group for updating an animated fly thru of the corridor to be used in the engagement process.

The additional time to provide the above referenced tasks is represented in the following:

1. Attachment #1 – Scope of Services and Summary of Hours / Fee = \$5,834
2. Flint Group Cost Proposal – 32nd Ave South Construction = \$16,725
3. Classen Graphics – 32nd Ave South Fly Thru = \$2,000

Fee Amendment Request:

Amendment #1: Phase I – Design Services = **\$24,559**

Contract Terms & Conditions:

Apex Engineering Group, Inc. ("Consultant") hereby proposes, and the City of Fargo ("City") hereby authorizes, the above-described Amendment #1 and additional services described here in, including attachments, to be completed under the same Terms & Conditions of the original agreement signed by both parties and approved by the City of Fargo on September 23rd, 2022.

City of Fargo Authorization:

Signature: _____
Dr. Tim Mahoney

Title: Mayor

Date: _____

Consultant:

Signature: _____
Joshua C. Olson

Title: Vice President

Date: January 6, 2023

Attachment #1

Amendment Request - #1 Scope of Services and Summary of Hours / Fee Additional Work in Phase I: Design Services

For 32nd Avenue South Reconstruction – 22nd Street to Storm Sewer Lift Station #27 City of Fargo Project No. BR-23-G0

**Apex Engineering Group, Inc.
Client: City of Fargo**

PHASE I: DESIGN SERVICES – SUPPLEMENTAL SERVICES

This scope of services pertains to the supplemental request for additional work on 32nd Ave South from 22nd Street to Storm Sewer Lift Station #27. The additional service within this request includes the time necessary to coordinate with the project team and prepare exhibits for public engagement.

TASK 6: ADDITIONAL - PUBLIC ENGAGEMENT

6.01 Internal Engagement Plan Meetings and Plan Preparation:

- Internal Team meeting and coordination with the rest of the design team (Flint) during the development of the engagement plan:
 - Senior Engineer: 8 Hrs x \$189 = \$1,512
 - Lead Engineer: 8 Hrs x \$176 = \$1,408
 - Subtotal = \$2,920
- Public Information Exhibit Preparation:
 - Senior Engineer: 2 Hrs x \$189 = \$378
 - Lead Engineer: 2 Hrs x \$176 = \$352
 - Design Engineer: 8 Hrs x \$152 = \$1,216
 - Lead Engineering Technician: 8 Hrs x \$121 = \$968
 - Subtotal = \$2,914

Total for Supplemental #1 = \$5,834



Flint Group Cost Proposal

Type: Public Engagement Plan & Implementation – 32nd Avenue South, Fargo Construction

This proposal is based on hourly rates and excludes direct costs not already outlined. Time costs not to exceed lump sum (\$12,425) NO TRAVEL TIME IS BILLED. DIRECT COSTS ESTIMATED IN PROPOSAL. DIRECT COSTS INCLUDE ALL COSTS INCURRED FOR PLAN EXECUTION OUTSIDE OF PROJECT WORK TIME.

PROJECT WORK	SLATED BUDGET
Account Management ... Planning meetings	12 hours, \$1,820 ... Account Management o 4 hours @ \$155 = \$620 ... Project Management o 8 hours @ \$150 = \$1,200
Public Relations and Social Media ... Develop Public Participation Plan with communication messages, goals and strategies ... Draft/distribute media releases and advisories ... Facilitate media interviews ... Organizational collaboration ... Post/share social media content (video + photos) ... Business toolkit update ... Post media clips/social report (ADDED VALUE)	43 hours, \$7,435 ... PR + Social Media Strategy o 24 Hours @ \$195 = \$4,680 ... PR + Social Media Implementation o 19 Hours @ \$145 = \$2,755 DIRECT COSTS: NOT ANTICIPATED
E-mail Marketing ... Develop landing page for gathering emails ... Capture e-mails for list ... Create e-mail template ... Deploy thank you for attending e-mail ... Reports (ADDED VALUE)	8 hours, \$1,200 ... Automated Marketing o 6 Hours @ \$150 = \$900
Media Services ... Media planning and buying (geo-fencing) ... Reporting (ADDED VALUE)	4 hours, \$650 ... Media buying o 3 hours @ \$160 = \$480 ... Media Planning o 1 hour @ \$170 = \$170 Estimated Media Hard Cost = \$2,000
Creative services ... Develop study branding/graphics ... Design signage, flyers and/or handouts ... Business toolkit updates ... Printing coordination (ADDED VALUE) ... Est. quantities = 1,500 / 1 postcard; 150 / 5 deliverables in toolkit; 50 handouts + signage ... Postage estimated for postcards	8 hours, \$1,320 ... Graphic Design + Art Production o 8 Hours @ \$165 = \$1,320 Estimated Printing & Postage Costs = \$2,300

TOTAL	\$12,425 (Time) \$4,300 (Direct Costs-Estimated) <i>Direct costs are estimated, to be billed in addition to billed time.</i> ADDED VALUE – 10 Hours + Travel = \$1,650 (NOT BILLED)
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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:

Seal Coat

Improvement

District No. PR-23-C

Call For Bids	<u>January 23</u>	, <u>2023</u>
Advertise Dates	<u>February 1 & 8</u>	, <u>2023</u>
Bid Opening Date	<u>March 1</u>	, <u>2023</u>
Substantial Completion Date	<u>July 31</u>	, <u>2023</u>
Final Completion Date	<u>August 31</u>	, <u>2023</u>

<u>N/A</u>	PWPEC Report (Attach Copy)
<u>X</u>	Engineer's Report (Attach Copy)
<u>X</u>	Direct City Auditor to Advertise for Bids
<u>X</u>	Bid Quantities (Attach Copy for Auditor's Office Only)
<u>X</u>	Notice to Property Owners (Dan Eberhardt)
Project Engineer	<u>Jason Hoogland</u>
Phone No.	<u>(701) 241-1545</u>

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:

<u>X</u>	Create District (Attach Copy of Legal Description)
<u>X</u>	Order Plans & Specifications
<u>X</u>	Approve Plans & Specifications
<u>X</u>	Adopt Resolution of Necessity
<u>N/A</u>	Approve Escrow Agreement (Attach Copy for Commission Office Only)
<u>X</u>	Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT
SEAL COAT
IMPROVEMENT DISTRICT NO. PR-23-C
VARIOUS LOCATIONS**

Nature & Scope

This project is part of the City's annual infrastructure improvement efforts and impacts multiple areas of Fargo each construction season. Seal coat projects extend the life of asphalt pavement and provide a more traffic and weather resistant surface. It involves spraying an asphalt emulsion on the pavement surface, immediately followed by a rock chip application that is embedded into the emulsion.

Purpose

Installation of a seal coat at this time will extend the life of these roadways considerably.

Feasibility

The estimated cost of construction is \$1,446,263.10. The cost breakdown is as follows:

100% City Funds			
Construction Cost			\$1,152,998.60
Fees			
Admin	4%		\$46,119.94
Contingency	5%		\$57,649.93
Engineering	10%		\$115,299.86
Interest	4%		\$46,119.94
Legal	3%		\$34,589.96
Total Estimated Cost			\$1,452,778.23
Funding			
Sales Tax Funds - Infrastructure - 420	100.00%		\$1,452,778.23

100% Assessed

Construction Cost		\$293,264.50
Fees		

Admin	4%	\$11,730.58
Contingency	5%	\$14,663.23
Engineering	10%	\$29,326.45
Interest	4%	\$11,730.58
Legal	3%	\$8,797.94

Total Estimated Cost		\$369,513.28
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Funding

Special Assessments	100.00%	\$369,513.28
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Project Funding Summary

Sales Tax Funds - Infrastructure - 420	79.72%	\$1,452,778.23
Special Assessments	20.28%	\$369,513.28

Total Estimated Project Cost		\$1,822,291.51
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This project does not have any alternate or optional containers.

We believe this project to be cost effective.




 Thomas Knakmuhs, PE
 Assistant City Engineer



**LOCATION AND COMPRISING
SEAL COAT
IMPROVEMENT DISTRICT NO. PR-23-C
VARIOUS LOCATIONS**

LOCATION:

LOCATION (Section 2.1):

On 10th Street North from 32nd Avenue North to north end of cul-de-sac.

LOCATION (Section 2.2):

On 33rd Avenue South from 45th Street South to Seter Parkway South.

On 36th Avenue South from 190 east of 54th Street South to Veterans Boulevard South.

On 37th Avenue South from 54th Street South to 56th Street South.

On 38th Avenue South from 54th Street South to 56th Street South.

On Justice Drive South from 54th Street South to 56th Street South.

On Cordova Loop South off of 36th Avenue South.

On Crimson Loop South off of 37th Avenue South.

On 47th Street South from 32nd Avenue South to 33rd Avenue South.

On 49th Street South from 30th Avenue South to 32nd Avenue South.

On 51st Street South from 32nd Avenue South to 33rd Avenue South.

On 54th Street South from 36th Avenue South to 38th Avenue South.

On Valley View Drive South from 36th Avenue South to 37th Avenue South.

On 55th Street South from 37th Avenue South to 38th Avenue South.

LOCATION (Section 2.3):

On 47th Avenue South from 45th Street South to 46th Street South.

On 49th Avenue South from 45th Street South to 47th Street South.

On 46th Street South from 47th Avenue South to 49th Avenue South.

LOCATION (Section 2.4):

On 51st Avenue South from 53rd Street South east to east end of cul-de-sac.

LOCATION (Section 2.5):

On 17th Street South from 73rd Avenue South to 75th Avenue South.

On 18th Street South from 73rd Avenue South to 75th Avenue South.

On 19th Street South from 75th Avenue South to 76th Avenue South.

On 20th Street South from 73rd Avenue South to 75th Avenue South.

On 21st Street South from 73rd Avenue South to 75th Avenue South.

On 75th Avenue South from 17th Street South to 21st Street South.

COMPRISING:

COMPRISING (Section 2.1):

Lots 3 through 28, Block 1, Bison Village Addition.

COMPRISING (Section 2.2):

Lots 1 & 2, Block 1, Encore Second Addition.

Lots 1 through 7, Block 8, Urban Plains by Brant First Addition.

Lot 2, Block 1, Bentley Square Addition.

Lots 4 & 5, Block 1, Blu Water Creek Addition.

Lots 1 through 3, Block 1, Blu Water Creek Second Addition.

Lots 1 & 2, Block 1, Blu Water Creek Third Addition.

Lot 1, Block 1, Blu Water Creek 4th Addition.

Lots 1 through 6, Block 1, Blu Water Creek 5th Addition.

Lot 2, Block 3.

Lots 1 through 12, Block 6.

Lots 1 through 24, Block 7.

Lots 1 through 24, Block 8.

Lots 1 through 24, Block 9.

Lots 1 through 12, Block 10.

Lots 1 through 14, Block 11.

Lots 1 through 14, Block 12.

Lots 1 through 12, Block 13.

Lots 1 through 28, Block 14.

All in Brandt Crossing 1st Addition.

Lots 1 through 3 & 10, Block 1, Brandt Crossing 2nd Addition.

Lots 1 through 4, Block 1.

Lots 13 through 17, Block 1.

All in Brandt Crossing 3rd Addition.

Lots 2 through 5, Block 1, Brandt Crossing 4th Addition.

Lot 2, Block 1, Brandt Crossing 5th Addition.

Lots 1 & 2, Block 1, Brandt Crossing 6th Addition.

Lots 3 & 4, Block 1, Brandt Crossing 7th Addition.

Lot 1, Block 1, Brandt Crossing 8th Addition.

Lots 1 through 6, Brandt Crossing 14th Addition.

Lots 1 & 2, Block 1, BNG Addition.

Lots 1 through 7, Block 1.

Lots 1 through 9, Block 2.

Lots 1 through 7, Block 3.

Lots 1 through 35, Block 4.

Lots 1 through 14, Block 5.

Lots 1 through 14, Block 6.

All in Farmstead at Brandt Addition.

Lot 1, Block 3, Schatz 3rd Addition.

Lots 2 through 4, Block 1, Schatz 4th Addition.

Lots 21 through 27, Block 2.

Lots 1 through 14, Block 3.

Lot 1, Block 4.

Lots 1 through 11, Block 5.

Lots 1 through 8, Block 6.

All in Valley View Addition.

Lot 1, Block 1, Valley View 2nd Addition.

Lots 1 through 10, Block 1.

Lots 1 through 12, Block 2.

All in Valley View 3rd Addition.

Lots 1 through 10, Block 1.

Lots 1 through 60, Block 2.

Lots 1 through 8, Block 3.

Lots 1 through 8, Block 4.

Lot 1, Block 5.

All in Valley View 4th Addition.

Lots 1 through 19, Block 1.

Lots 1 through 13, Block 2.

Lots 1 through 11, Block 3.

Lots 1 through 18, Block 4.

All in Valley View 5th Addition.

Lot 1, Block 1, Valley View Seventh Addition.

Lots 1 through 5, Block 1, Valle View Eighth Addition.

COMPRISING (Section 2.3):

Lots 1 through 4, Block 1, Osgood Townsite 9th Addition.

Lots 1 & 2, Block 1, Osgood Townsite 10th Addition.

Lots 1 through 9, Block 1.

Lots 1 and 5 through 8, Block 2.

All in Osgood Townsite 11th Addition.

Lots 1 & 2, Block 1.

Lots 1 & 2, Block 2.

All in Osgood Townsite 12th Addition.

Lots 2 & 3, Block 1, Osgood Townsite Thirteenth Addition.

Lot 2, Block 1, Osgood Townsite Fourteenth Addition.

Lots 1 through 4, Block 1, Osgood Townsite Fifteenth Addition.

COMPRISING (Section 2.4):

Lots 1 through 13, Block 1, Commerce on 52nd 1st Addition.

COMPRISING (Section 2.5):

Lots 15 through 24, Block 1.

Lots 19 through 36, Block 3.

Lots 1 through 38, Block 4.

Lots 1 through 19, Block 5.

All in Eagle Valley Addition.

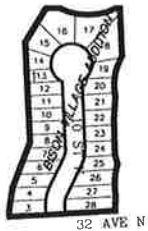
Lots 1 through 18, Block 1.

Lots 1 through 40, Block 2.

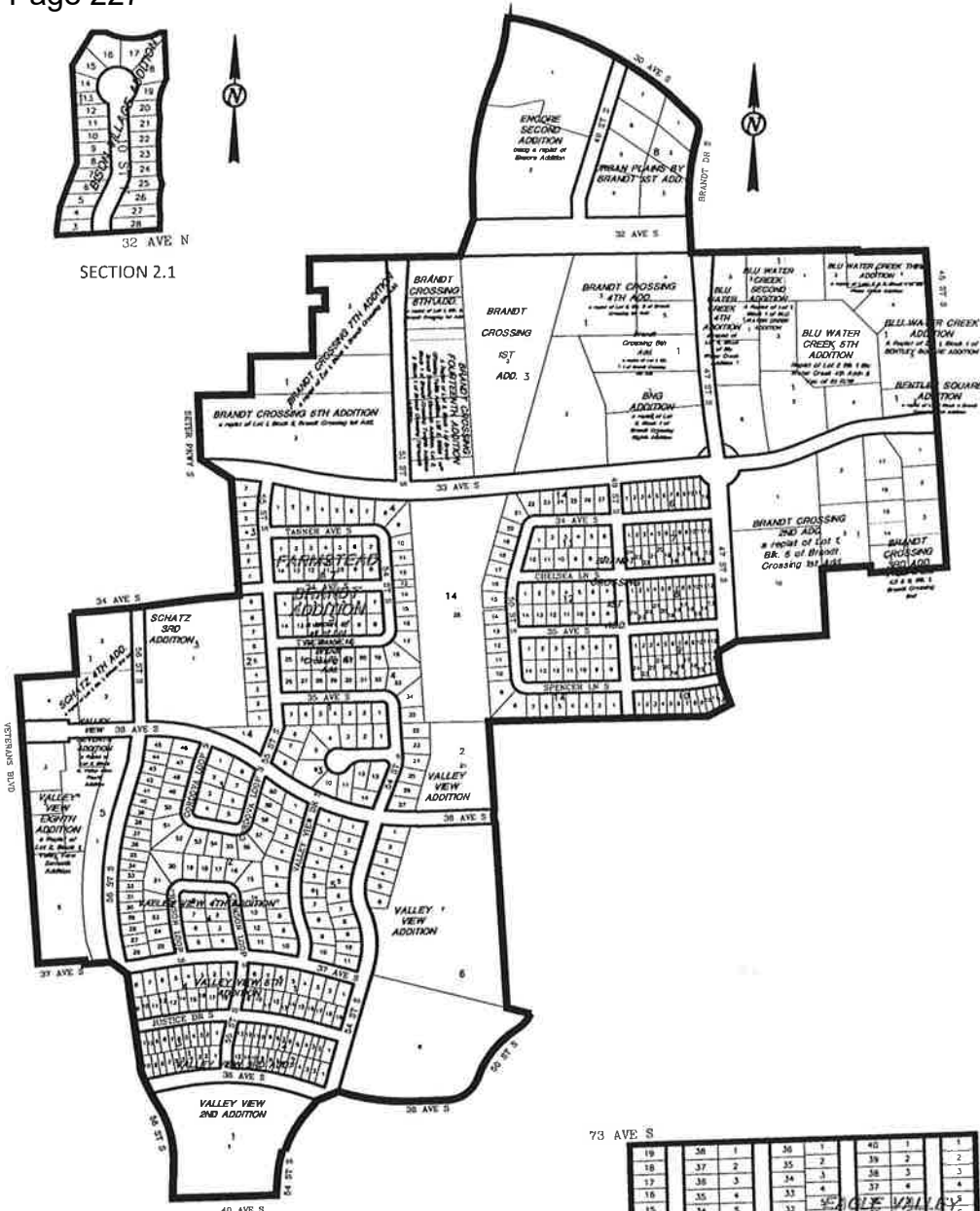
Lots 1 through 20, Block 3.

All in Eagle Valley Second Addition.

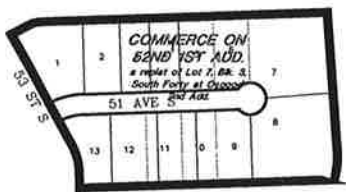
All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



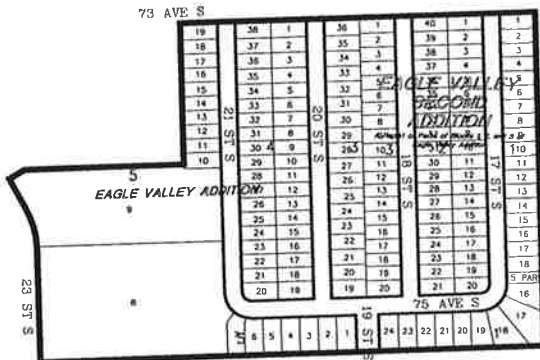
SECTION 2.1



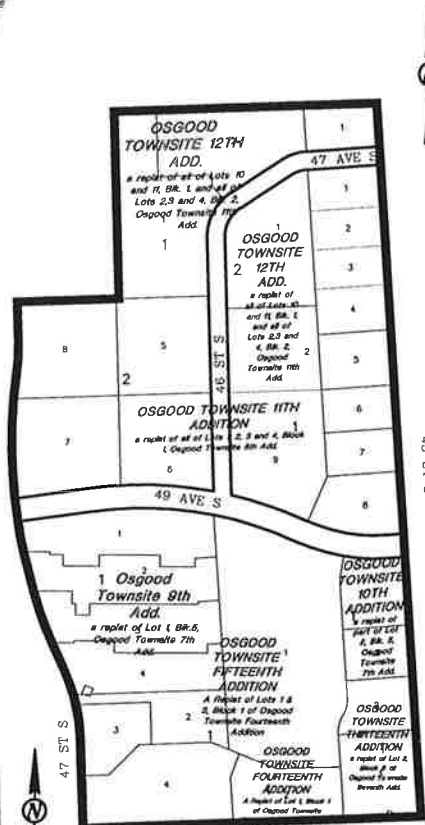
SECTION 2.2



SECTION 2.4



SECTION 2.5



SECTION 2.3

CITY OF FARGO ENGINEERING
DEPARTMENT
LOCATION & ASSESSMENT AREA
SEAL COAT
IMPROVEMENT DISTRICT NO. PR-23-C



24

Engineering Department

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: feng@FargoND.gov

www.FargoND.gov

January 18, 2023

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BR-23-E1

Dear Commissioners:

Bids were opened at 11:45 am on Wednesday, January 18th 2023, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-23-E1, located on 8 St S from 9 Ave S to 13 Ave S. On 10 Ave S from 9 St S to 7 St S. On 12 Ave S from 9 St S to 7 St S.

The bids were as follows:

Border States Paving Inc	\$3,841,753.71
Key Contracting Inc	\$4,074,232.80
Dakota Underground Co Inc	\$4,122,191.66
Meyer Contracting, Inc.	\$4,797,789.37

Engineers Estimate	\$3,568,317.50
--------------------	----------------

Private financial security is not needed.

No protests have been recieved.

This office recommends award of the contract to Border States Paving Inc. in the amount of \$3,841,753.71 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs, PE
Assistant City Engineer



Engineer's Statement Of Cost
Improvement District # BR-23-E1
Paving And Utility Rehab/Reconstruction

On 8 St S from 9 Ave S to 13 Ave S. On 10 Ave S from 9 St S to 7 St S. On 12 Ave S from 9 St S to 7 St S.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Paving and Utility Rehab/Reconstruction Improvement District # BR-23-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Sanitary Sewer					
1	Remove Manhole	EA	4.00	1,590.00	6,360.00
2	Remove Pipe All Sizes All Types	LF	841.00	31.80	26,743.80
3	Remove Pipe Asbestos Cement	LF	15.00	106.00	1,590.00
4	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	1,030.00	1,030.00
5	F&I Manhole 4' Dia Reinf Conc	EA	4.00	11,100.00	44,400.00
6	Clean Pipe All Sizes All Types	LF	1,045.00	6.35	6,635.75
7	Rem & Repl Casting - Self Leveling	EA	1.00	2,120.00	2,120.00
8	Connect Pipe to Exist Pipe	EA	15.00	2,550.00	38,250.00
9	Connect Pipe to Exist Structure	EA	1.00	4,140.00	4,140.00
10	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	890.00	117.00	104,130.00
11	Bore Pipe SDR 26 - 6" Dia PVC	LF	380.00	84.90	32,262.00
12	F&I Pipe w/GB SDR 26 - 18" Dia PVC	LF	15.00	318.00	4,770.00
13	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	1,333.00	191.00	254,603.00
14	Connect Sewer Service	EA	44.00	1,590.00	69,960.00
Sanitary Sewer Total					596,994.55
Storm Sewer					
15	Remove Manhole	EA	4.00	1,170.00	4,680.00
16	Remove Inlet	EA	19.00	743.00	14,117.00
17	Remove Pipe All Sizes All Types	LF	1,119.00	15.90	17,792.10
18	Repair Manhole Floor & Invert	EA	2.00	2,460.00	4,920.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I Manhole 4' Dia Reinf Conc	EA	12.00	6,740.00	80,880.00
20	F&I Inlet - Single Box (SBI) Reinf Conc	EA	27.00	3,730.00	100,710.00
21	Connect Pipe to Exist Pipe	EA	8.00	2,120.00	16,960.00
22	F&I Pipe w/GB 12" Dia Reinf Conc	LF	1,257.00	106.00	133,242.00
23	F&I Pipe w/GB 15" Dia Reinf Conc	LF	495.00	111.00	54,945.00
24	F&I Pipe w/GB 18" Dia Reinf Conc	LF	241.00	117.00	28,197.00
25	F&I Pipe w/GB 21" Dia Reinf Conc	LF	46.50	127.00	5,905.50
Storm Sewer Total					462,348.60
Water Main					
26	Remove Pipe All Sizes All Types	LF	1,445.00	21.20	30,634.00
27	F&I Fittings C153 Ductile Iron	LB	1,605.00	13.30	21,346.50
28	F&I Hydrant	EA	4.00	7,850.00	31,400.00
29	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	500.00	5.30	2,650.00
30	Connect Pipe to Exist Pipe	EA	7.00	1,620.00	11,340.00
31	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	135.00	122.00	16,470.00
32	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2,650.00	138.00	365,700.00
33	F&I Gate Valve 6" Dia	EA	9.00	3,130.00	28,170.00
34	F&I Gate Valve 8" Dia	EA	5.00	3,500.00	17,500.00
35	Bore Pipe 1" Dia Water Service	LF	350.00	69.00	24,150.00
36	Bore Pipe 1.5" Dia Water Service	LF	100.00	79.60	7,960.00
37	F&I Pipe w/GB 1" Dia Water Service	LF	850.00	79.60	67,660.00
38	F&I Pipe w/GB 1.5" Dia Water Service	LF	100.00	86.00	8,600.00
39	Rem & Repl CS & Box 1" Dia	EA	44.00	1,170.00	51,480.00
40	Rem & Repl CS & Box 1.5" Dia	EA	2.00	1,410.00	2,820.00
41	Connect Water Service	EA	44.00	876.00	38,544.00
42	Furnish Temp Water Svc	EA	44.00	1,590.00	69,960.00
Water Main Total					796,384.50
Paving					
43	Remove Tree	EA	1.00	3,350.00	3,350.00
44	Remove Pavement All Thicknesses All Types	SY	10,115.00	16.20	163,863.00
45	Remove Curb & Gutter	LF	5,658.00	3.95	22,349.10
46	Remove Sidewalk All Thicknesses All Types	SY	3,012.00	8.80	26,505.60
47	Remove Driveway All Thicknesses All Types	SY	815.00	13.40	10,921.00
48	F&I Casting Water Service	EA	1.00	292.00	292.00
49	Boulevard Grading	SY	8,300.00	6.00	49,800.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	Subgrade Preparation	SY	12,115.00	2.50	30,287.50
51	F&I Woven Geotextile	SY	12,115.00	2.00	24,230.00
52	F&I Class 5 Agg - 8" Thick	SY	12,115.00	12.00	145,380.00
53	F&I Edge Drain 4" Dia PVC	LF	5,700.00	15.00	85,500.00
54	F&I Curb & Gutter Standard (Type II)	LF	5,700.00	38.20	217,740.00
55	F&I Sidewalk 4" Thick Reinf Conc	SY	2,880.00	85.00	244,800.00
56	F&I Sidewalk 6" Thick Reinf Conc	SY	142.50	95.60	13,623.00
57	F&I Driveway 6" Thick Reinf Conc	SY	860.00	96.70	83,162.00
58	F&I Det Warn Panels Cast Iron	SF	288.00	69.00	19,872.00
59	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	4,510.00	99.50	448,745.00
60	F&I Casting - Std Manhole	EA	4.00	1,550.00	6,200.00
61	Rem & Repl Casting - Self Leveling	EA	7.00	2,410.00	16,870.00
62	F&I Flat MH Cover 8" Thick Reinf Conc	EA	4.00	1,030.00	4,120.00
63	Casting to Grade - w/Conc	EA	27.00	1,060.00	28,620.00
64	Casting to Grade - no Conc	EA	21.00	1,060.00	22,260.00
65	GV Box to Grade - Blvd	EA	9.00	265.00	2,385.00
66	GV Box to Grade - no Conc	EA	5.00	955.00	4,775.00
67	Mulching Type 1 Hydro	SY	8,300.00	1.60	13,280.00
68	Seeding Type C	SY	8,300.00	1.60	13,280.00
69	Weed Control Type B	SY	8,300.00	0.16	1,328.00
70	Stormwater Management	LS	1.00	11,700.00	11,700.00
71	Temp Construction Entrance	EA	2.00	2,230.00	4,460.00
72	Inlet Protection - New Inlet	EA	27.00	212.00	5,724.00
73	Inlet Protection - Existing Inlet	EA	16.00	154.00	2,464.00
74	Remove Landscaping	LS	1.00	4,480.00	4,480.00
75	Traffic Control - Type 1	LS	1.00	7,040.00	7,040.00
76	Construction Signing	SF	25.00	15.90	397.50
77	Irrigation Repair	EA	33.00	1,060.00	34,980.00
78	Tree Protection	EA	90.00	212.00	19,080.00
79	F&I Pavement 8" Thick Reinf Conc	SY	120.00	167.00	20,040.00
Paving Total					1,813,903.70
Street Lights					
80	Relocate Street Light	EA	18.00	3,180.00	57,240.00
81	Remove Street Light	EA	18.00	318.00	5,724.00
82	F&I Feed Point	EA	1.00	15,900.00	15,900.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
83	Remove Feed Point	EA	3.00	318.00	954.00
84	F&I Base 6' Deep Reinf Conc	EA	18.00	923.00	16,614.00
85	Remove Base	EA	18.00	212.00	3,816.00
86	F&I Conductor #6 USE Cu	LF	7,014.00	2.10	14,729.40
87	F&I Innerduct 1.5" Dia	LF	2,432.00	8.15	19,820.80
88	F&I Pull Box	EA	12.00	1,860.00	22,320.00
89	Remove Pull Box	EA	9.00	106.00	954.00
90	Install Street Light	EA	18.00	318.00	5,724.00
Street Lights Total					163,796.20
Signing					
91	F&I Sign Assembly	EA	24.00	63.70	1,528.80
92	F&I Sign Assembly & Anchor	EA	21.00	111.00	2,331.00
93	F&I Diamond Grade Cubed	SF	116.70	22.80	2,660.76
94	F&I High Intensity Prismatic	SF	74.00	24.40	1,805.60
Signing Total					8,326.16
Total Construction in \$					3,841,753.71

Engineering	10.00%	384,175.38
Admin	4.00%	153,670.14
Legal	3.00%	115,252.62
Interest	4.00%	153,670.14
Contingency	5.00%	192,087.70
Total Estimated Costs		4,840,609.69
Special Assessments		702,820.49
Sales Tax Funds - Infrastructure - 420		1,804,821.42
Utility Funds - Wastewater - 521		678,067.00
Utility Funds - Water - 501		1,146,747.00
Utility Funds - Stormwater - 524		291,279.61
Utility Funds - Street Lights - 528		216,874.17
Unfunded Costs		0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 01/18/2023

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

Thomas Knakmuhs

Assistant City Engineer

