FARGO CITY COMMISSION AGENDA
Monday, July 30, 2018 – 5:00 P.M.

Executive Session at 4:30 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene at 4:30 p.m. and retire into Executive Session in the River Room pursuant to NDCC §44-04-19.1 for the purpose of attorney consultation in the following pending matter: City of Fargo v. Gary M. and Susan D. Cavett, Civil No. 09-2017-CV-000653, to discuss the pending litigation, negotiating strategy or provide negotiating instructions to its attorney. To discuss this matter in open meeting will have a negative fiscal effect on the litigation and negotiating position of the City. Thus, an Executive Session for said matters is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2 and 9.

Regular Meeting at 5:00 P.M.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, July 16, 2018).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. 2nd reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Woodruff's Addition, Chas. A. Roberts Addition, Erskine's Addition and Island Park Addition; 1st reading 7/16/18.

2. Pledged securities as of June 30, 2018.

3. Receive and file Second Quarter Financial Status Report for Major Operating Funds through June 30, 2018 (unaudited).

4. Extension of the Class "I" Alcoholic Beverage License for Santa Lucia until June 30, 2019.

5. Bid award for Parking Services (RFP18193).

6. Applications for Games of Chance:
   a. Jeremiah Program for a raffle on 10/19/18.
   b. Holy Spirit Catholic Church for raffle, bingo and calendar raffle from 9/19/18 to 10/10/18.
   c. El Zagal Shrine Provost Guard for a sports pool from 9/1/18 to 1/6/19.
   d. FirstLink for a raffle on 8/9/18.

e. Ahmann Strong (Craig Ahmann Benefit) for a raffle on 9/21/18; Public Spirited Resolution.
f. Pink It Forward for a raffle on 9/8/18.
g. Fargo Davies HS for a calendar raffle from 11/20/18 to 2/19/19.
h. Fargo Davies HS for a calendar raffle from 8/24/18 to 5/20/19.
i. El Zagal Shrine Mobile Nobel for a raffle on 9/29/18.

7. Applications for property tax exemptions for improvements made to buildings:
   a. Judith Mary Spellman, 49 18th Avenue North (5 year).
   b. Robert and Rita Kind, 1450 3rd Street North (5 year).

8. Notice of Grant Award with the ND Department of Health for the water pollution program (CFDA #66.605).

9. Amended Notice of Grant Award with the ND Department of Health for the immunization program (CFDA #93.539).

10. Amendment to Purchase of Service Agreement with ND Department of Human Services, Behavioral Health Division for substance abuse prevention.

11. Purchase of Service Agreement with Kindred Public School District for nursing services for the 2018/2019 school year.

12. Notice of Grant Award with the ND Department of Health for local public health unit tobacco prevention and control program.

13. Agreement with Upper Missouri District Health Unit for the Statewide Tobacco Prevention Public Education Campaign.

14. Agreement to utilize BlueConnect Technology and Services, a benefit enrollment platform.

15. Notice of Finding of No Significant Impact and Notice of Intent to Request Release of Funds for the 2018 HUD program activities.

16. Bid award for Parking Facility Restoration Repairs (AFB18223).

17. Adopt Resolutions Approving the following Plats:
   a. Commerce on 12th Fourth Addition.
   b. Simonson Companies First Addition.
   c. Brandt Crossing Fourteenth Addition.
   d. MVM Addition.

18. Proposal from Shultz + Associates Architects to provide architectural services for Phase 2 of the Police Department Design and Renovation Project at the Border States Electric Building (RFQ18172).

19. Inter-local Agreement with Cass County and allocation of the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program funding (CFDA #16.738).

20. Change Order No. 1 for an increase of $176,500.00 for Project No. FM-15-K1.

21. Negative Final Balancing Change Order No. 4 in the amount of -$1,811.60 for Project No. FM-15-B2.

22. Final Balancing Change Order No. 3 for an increase of $3,134.63 for Project No. FM-17-B1.

23. Contract Amendment No. 2 with KLJ in the amount of $142,061.00 for Project No. FM-15-K0.

24. Change Order No. 11 for a time extension to 8/3/18 for Project No. FM-14-61.

25. Bid advertisement for Project No. HD-18-A.

26. Rejection of bids for Project No. SW16-03.

27. Permanent Easement (Utility) with Midcontinent Communications at 650 NP Avenue.

28. Set August 13, 2018 at 5:15 p.m. as the date and time for a hearing on a dangerous building at 427 15th Avenue South.

29. Bid award for one rear load refuse packer (RFP18149).

30. Contracts with Glenn's Body Repair, Inc. for body repair work on City of Fargo light and heavy duty fleet vehicles and with Corwin Collision Center for body repairs on the federally funded transit vehicle fleet (RFP18130).

31. Contract and bond for Project No. SN-18-A1.

32. Bills.

33. Change Order No. 1 for a time extension to 9/1/18 for Improvement District No. BN-18-E1.

34. Negative Final Balancing Change Order No. 3 in the amount of -$15,261.61 for Improvement District No. BN-17-G1.

35. Final Balancing Change Order No. 2 for an increase of $20,365.48 for Improvement District No. BR-17-B1.

36. Change Order No. 1 for an increase of $28,979.53 for Improvement District No. BN-18-G1.

37. Change Order No. 6 for an increase of $26,275.77 for Improvement District No. BN-17-B1.

38. Contract Amendment No. 1 in the amount of $16,000.00 to Houston Engineering for Improvement District No. BN-18-F0.

39. Contract Amendment No. 1 with SRF Consulting Group in the amount of $54,688.55 for Improvement District No. BR-18-A2.

40. Contract Amendment No. 3 with Houston Engineering in the amount of $3,000.00 for Improvement District No. BR-18-B2.

41. Bid award for Improvement District No. BN-18-L1.

42. Create Improvement District Nos. BN-18-F2 and NN-18-A.

REGULAR AGENDA:

43. Recommendation for establishment of a City of Fargo Special Assessment Taskforce.

44. Application for Abatement or Refund of Taxes #4474 submitted by Chad Zeznanski representing Store Master Funding VI, LLC for property located at 2121 43rd Street South for the 2017 tax year reducing the valuation on said property.

45. Public Hearings – 5:15 pm:
    a. Application for a Class "FA" Alcoholic Beverage License for BeerFish LLC d/b/a BeerFish at 230 Roberts Alley North.

    b. Application for a Class "Y" Alcoholic Beverage License for Drekker Brewing Company LLC d/b/a Drekker Brewing Company at 1632 1st Avenue North.

    c. Zoning Change from MR-1, Multi-Dwelling Residential to SR-5, Single-Dwelling Residential on part of Lot 13 and part of Lot 14, Block 3, Legacy I 2nd Addition (2173 and 2175 58th Avenue South); approval recommended by the Planning Commission on 7/3/18.
        1. 1st reading of rezoning Ordinance.

    d. Zoning Change from SR-3, Single-Dwelling Residential to SR-4, Single-Dwelling Residential on Lots 2-18, Block 3, Grayland First Addition (6313, 6333, 6347, 6363, 6379, 6393, 6405, 6421, 6439, 6457, 6473, 6491, 6507, 6523, 6541, 6561 and 6583 54th Avenue South); approval recommended by the Planning Commission on 7/3/18.
        1. 1st reading of rezoning Ordinance.

    e. Laverne's Addition (4301 19th Avenue North); approval recommended by the Planning Commission on 12/5/17:
        1. Zoning Change from AG, Agricultural to LI, Limited Industrial and P/I, Public and Institutional.
        2. 1st reading of rezoning Ordinance.
        3. Plat of Laverne's Addition.

    f. 19th Avenue Southwest Pond Addition (2102 45th Street North); approval recommended by the Planning Commission on 6/5/18:
        1. Zoning Change from AG, Agricultural to LI, Limited Industrial, GI, General Industrial and P/I, Public and Institutional with a C-O, Conditional Overlay.
        2. 1st reading of rezoning Ordinance.
        3. Plat of 19th Avenue Southwest Pond Addition.

    g. 19th Avenue Northeast Pond Addition (2102 45th Street North); approval recommended by the Planning Commission on 6/5/18:
        1. Zoning Change from AG, Agricultural to LI, Limited Industrial and P/I, Public and Institutional with a C-O, Conditional Overlay.
        2. 1st reading of rezoning Ordinance.
        3. Plat of 19th Avenue Northeast Pond Addition.

46. Appointment to the Parking Commission.

47. Recommendation for a Smart Energy Parking Ramp Pilot Project at the Roberts Ramp.

48. Resolution Authorizing the Issuance of Taxable Annual Appropriation Bonds, Series 2018E (Block 9 Project).

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

1

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN WOODRUFF'S ADDITION, CHAS. A. ROBERTS ADDITION,
ERSKINE'S ADDITION AND ISLAND PARK ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in Woodruff's Addition, Chas. A. Roberts Addition, Erskine's Addition and Island Park Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on June 5, 2018; and,

WHEREAS, the rezoning changes were approved by the City Commission on July 16, 2018,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots Ten (10) and Twelve (12) through Seventeen (17), Block Three (3) and Lots Two (2) through Five (5), the West 7 feet of Lot Six (6), the East 135 feet of Lots Seven (7) and Eight (8), and Lot Nine (9), Block Five (5), Woodruff's Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-2", Multi-Dwelling Residential, District to "SR-3", Single-Dwelling Residential, District;

Section 2. The following described property:

Lots One (1) through Three (3) and the West Half of Lots Four (4) through Seven (7), Block W, Chas. A. Roberts Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-2", Multi-Dwelling Residential, District to "SR-5", Single-Dwelling Residential, District;

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. The following described property:

The West 86 feet of Lots Nine (9) through Twelve (12), Block X, Erskine's Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-2", Multi-Dwelling Residential, District to "SR-3", Single-Dwelling Residential, District;

Section 4. The following described property:

The South 71 feet less the West 59 feet of the North 115 feet of Lot Four (4), and the North 10 feet of Lot Five (5), Block Four (4), Island Park Addition to the City of Fargo, Cass County, North Dakota;

is hereby rezoned from "MR-2", Multi-Dwelling Residential, District to "SR-5", Single-Dwelling Residential, District;

Section 5. The City Auditor is hereby directed to amend the zoning map now on file in his office so as to conform with and carry out the provisions of this ordinance.

Section 6. This ordinance shall be in full force and effect from and after its passage and approval.

_____
Timothy J. Mahoney, Mayor

(SEAL)

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

CITY OF Fargo

Finance Office
P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

(2)

MEMORANDUM

TO: **Board of City Commissioners**

FROM: **Steven Sprague, City Auditor** SS

SUBJECT: **Approval of Pledged Securities**

DATE: **July 13, 2018**

North Dakota Century Code section 21-04-11 requires the approval of securities pledged as collateral for City funds deposited in various financial institutions if the deposited funds exceed the FDIC insurance limit of $250,000. NDCC calls for re-approval on a semi-annual basis.

At this time, I would request City Commission approval of securities pledged as collateral. Amounts are summarized by financial institution as follows:

First International Bank & Trust	$ 8,728,697
US Bank (Letter of Credit)	$ 3,500,000
Total Pledged Collateral	$ 12,228,697

Detailed pledge security reports are attached for your review.

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

Recommended Motion:

Approve the listing of pledged securities as of June 30, 2018.

T:\Auditors\Finance\CASH AND INVESTMENTS\Pledged Collateral\2018\BOCC Approval of Pledged Securities June 30, 2018.doc

Printed on Recycled paper.

Pledge Code: CTFG - 65 CITY OF FARGO (CTFG)

CUSIP	Ref	Description	SK Code	Intent	Maturity	PL Code	PL Face	PL Par	PL Book	PL Mkt
249164MD3	1410275005	DENVER COLO CITY & CNTY	BND	S	8/1/2023	CTFG	1,000,000.00	1,000,000.00	1,027,520.00	1,026,630.00
610100VV8	1503165027	MONONA WIS	BND	S	10/1/2023	CTFG	600,000.00	600,000.00	609,323.68	595,836.00
717021HY8	1107255010	PEWAUKEE WIS SCH DIST	BND	S	3/1/2025	CTFG	1,155,000.00	1,155,000.00	1,173,387.85	1,217,393.10
502606RW8	1012275142	LA CROSSE CNTY WIS	BND	S	4/1/2025	CTFG	900,000.00	900,000.00	908,770.62	943,389.00
952724AS1	1110055035	WEST FARGO N D PK DIST	BND	S	5/1/2026	CTFG	595,000.00	595,000.00	595,000.00	595,178.50
3138E7TW4	1309195025	FNMA POOL AK3264	BND	S	2/1/2027	CTFG	7,100,000.00	1,938,911.09	1,971,417.98	1,935,246.55
3128MEBL4	1501215001	FHLMC GOLD POOL G15243	BND	S	11/1/2027	CTFG	5,000,000.00	2,418,846.60	2,504,889.67	2,415,024.82
Totals:							16,350,000.00	8,607,757.69	8,790,309.80	8,728,697.97

N02

FHLB CINCINNATI

221 East Fourth Street
Suite 600
Cincinnati, OH 45202

T (513) 852-7500
F (513) 852-7655
www.fhlbcin.com

Issue Date: May 1, 2018 LOC No.: 525414

Beneficiary: City of Fargo
200 North 3rd St.
Fargo, ND 58102-0000

Ladies and Gentlemen:

For the account of U.S. Bank National Association, CINCINNATI, OH, we hereby authorize you to draw on us at sight up to an amount of $3,500,000.00.

This letter of credit is irrevocable, unconditional and nontransferrable.

Drafts drawn under this letter of credit must be accompanied by the original letter of credit and be presented in substantially the form attached as Exhibit A, at the office identified below by an authorized officer of the beneficiary no later than 2:00 P.M., Cincinnati time, on Wednesday, August 01, 2018.

This letter of credit sets forth in full the terms of our obligations to you, and such undertaking shall not in any way be modified or amplified by any agreement in which this letter is referred to or to which this letter of credit relates, and any such reference shall not be deemed to incorporate herein by reference any agreement.

We engage with you that multiple drafts drawn under and in compliance with the terms of this letter of credit will be duly honored at the Credit Department of the Federal Home Loan Bank of Cincinnati, 221 East Fourth Street, Cincinnati, Ohio 45202.

This letter of credit is subject to the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication 600.

Sincerely,

Jeff Berryman
Vice President

Lisa Wishart
Assistant Vice President

c: Patricia Finnemore
U.S. Bank National Association

CITY OF Fargo

Finance Office
P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

(3)

TO: **BOARD OF CITY COMMISSIONERS**

FROM: **KENT COSTIN, DIRECTOR OF FINANCE**

RE: **FINANCIAL STATUS REPORT FOR MAJOR OPERATING FUNDS FOR QUARTER ENDING JUNE 30, 2018**

DATE: **JULY 17, 2018**

The Finance Department is presenting the second quarter financial status report covering our major operating funds. This report covers year to date activity through June 30, 2018.

This has been prepared in accordance with the Finance Committee's policy of formal quarterly financial updates as a supplement to the monthly financial report provided each month for the General Fund.

Suggested Motion:

Approve the financial status report for the first quarter of FY 2018 for all major operating funds.

Printed on Recycled paper.

CITY OF FARGO, NORTH DAKOTA
FINANCIAL STATUS REPORT
BUDGET TO ACTUAL FOR QUARTER ENDING JUNE 30, 2018 (Unaudited)

REVENUES:	Budget	Actual	Variance	Variance Percentage	Notes
General Fund	**$ 52,348,000**	**$ 52,735,000**	**$ 387,000**	**0.7%**	
Enterprise Funds:					
Water	10,060,000	9,956,000	(104,000)	-1.0%	
Solid Waste	7,373,000	7,261,000	(112,000)	-1.5%	
Wastewater	5,333,000	5,473,000	140,000	2.6%	
Forestry	889,000	924,000	35,000	3.9%	
Street Lighting	968,000	1,003,000	35,000	3.6%	
Storm Sewer	776,000	779,000	3,000	0.4%	(1)
Vector Control	333,000	338,000	5,000	1.5%	
Total Enterprise Funds	**25,732,000**	**25,734,000**	**2,000**	**0.0%**	
Total Operating Funds	**$ 78,080,000**	**$ 78,469,000**	**$ 389,000**	**0.5%**	

Reporting Basis: Original Budget

EXPENDITURES:	Budget	Actual	Variance	Variance Percentage	%
General Fund	**$ 50,570,000**	**$ 48,585,000**	**$ 1,985,000**	**3.9%**	
Enterprise Funds:					
Water	16,488,000	11,066,000	5,422,000	32.9%	(2)
Solid Waste	9,710,000	7,352,000	2,358,000	24.3%	(2)
Wastewater	7,770,000	8,063,000	(293,000)	-3.8%	
Forestry	1,063,000	1,026,000	37,000	3.5%	
Street Lighting	1,133,000	1,049,000	84,000	7.4%	
Storm Sewer	1,079,000	1,415,000	(336,000)	-31.1%	(1)
Vector Control	831,000	602,000	229,000	27.6%	
Total Enterprise Funds	**38,074,000**	**30,573,000**	**7,501,000**	**19.7%**	
Total Operating Funds	**$ 88,644,000**	**$ 79,158,000**	**$ 9,486,000**	**10.7%**	

Reporting Basis: Orginal Budget

(1) New special assessment payments
(2) Capital outlay budget not seasonally adjusted

CITY OF Fargo

Finance Office
P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

4

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor SS

SUBJECT: Santa Lucia Liquor License Extension

DATE: July 20, 2018

The Auditor's office received a request to extend the Class GH alcoholic beverage license for Santa Lucia. Maria Wilson has operated Santa Lucia for a number of years. She recently sold her building and has not yet decided what avenue to pursue with the restaurant. She is requesting some time to determine the restaurants future. She is requesting relief from Fargo Municipal Code 25-1512 which requires continuous use of a liquor license.

Please approve an extension of ordinance 25-1512 on the Santa Lucia liquor license until June 30, 2019 to allow time to determine a path forward.

Recommended Motion:

Approve an extension of ordinance 25-1512 on the Santa Lucia liquor license until June 30, 2019.

U:\Auditors\SSprague\WP\BOCC\BOCC Santa Lucia Maria Wilson class GH license extension June 2019.doc

Printed on Recycled paper.

Steve Sprague

From: MARIA WILSON <mariawilsonusa@msn.com>
Sent: Friday, July 20, 2018 11:26 AM
To: Steve Sprague
Cc: Jill Pagel
Subject: Re: Santa lucia

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

Hi .. yes let's do this, is there a form or does my email suffice? I would like to request my liquor license to be put on hold as of Aug 1 2018, Maria Wilson Santa Lucia 1109 38 st s ..

Maria

> On Jul 20, 2018, at 10:42 AM, Steve Sprague <SSprague@FargoND.gov> wrote:
>
> Maria - if you do go into the food court, you could work with West Acres to set up an area that would be where alcohol consumption is allowed. We have nothing prohibiting alcohol there, but West Acres might have concerns. If you can work that out we could just do a license transfer to the new location. I'd need to see the floor plan to understand how alcohol will be controlled.
> Are the people buying the building going to operate a restaurant? If so they might want to transfer the license to them. We don't issue refunds on the initial issuance fee. If you do keep the license and reopen within a year or so you could transfer the license to the new location. I think it would be good for you to request a time to let the license sit until you decide what you are going to do. If you'd like to do that I need a request from you that I can bring to the City Commission. You would need to request an exemption from Fargo Municipal Code 25-1512, it requires continuous use of the license to keep it active.
>
>
> Steven Sprague | City Auditor | City of Fargo | 200 N 3 St. Fargo, ND 58102
> o: 701-241-1301 | f: 701-476-4188 | ssprague@fargond.gov
>
>
> -----Original Message-----
> From: MARIA WILSON <mariawilsonusa@msn.com>
> Sent: Thursday, July 19, 2018 10:47 AM
> To: Steve Sprague <SSprague@FargoND.gov>
> Subject: Santa lucia
>
> ***** CAUTION: This email originated from an outside source. Do not click links or open attachments unless you know they are safe. *****
>
> Hello Steve, hope you are having a great summer so far, I have two questions for you, one is I am thinking of doing a fast food gyro concept in the West Akers mall food court and am wondering if we would be able to serve draft beer there? malls in other states do this but I have never seen it in ND. And second is that we sold our building here at 1109 38 st and I'm wondering what I need to do to cancel my wine/beer license as of end of business July 31/18, that will be our last day open here at this location, what happens with our initial deposit? Do we get any monies back? Please advise, We will be looking at relocating but nothing is planned as of now, thx in advance Maria

CITY OF Fargo

Finance Office
P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

5

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Parking Services RFP Award (RFP 18193)

DATE: July 26, 2018

The Auditors Office along with Fargo Police and Interstate Parking conducted an RFP for Parking Services to include parking enforcement for on street, off street, permit management and collections processes. We received responses from Duncan Solutions, Passport, T 2, Municipal Citation Solutions and IPS Group. After an initial review three proposals were eliminated from further consideration due to cost, past history and use of technology. On site interviews and demonstrations were conducted with Duncan Solutions and Passport.

The City of Fargo has been using Duncan Solutions for 10 years to process parking tickets and handle collections for on street parking tickets. For three years, Interstate Parking has managed the City of Fargo off street parking lots and ramps and manage the parking permit program utilizing Passport for issuing tickets. In the interest of efficiency and to update technology the City of Fargo would like to award one provider the contract moving forward.

Although both companies would provide the services needed, the staff reviewing the demonstrations felt Passport was easier to use and more intuitive. Duncan operates in a module environment in which tickets are issued in one module and payment processing is in a different module. With Passport all functions are within an app and a smart phone is sufficient hardware.

Recommended Motion:

Move to award Parking Services RFP (RFP 18193) to Passport Labs Inc. and direct the Auditor's Office to negotiate the contract, contract to be presented for approval before Sept 30, 2018.

U:\Auditors\SSprague\WP\BOCC\BOCC Parking Services RFP aware to Passport and direction to negotiate contract 2018.doc

Printed on Recycled paper.

(6a)

$25.00
✓770
7-20-18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity		For a raffle, provide drawing date(s):
Jeremiah Program	10/19/18 to 10/19/18		10/19/18
Person Responsible for the Gaming Operation and Disbursement of Net Income	Title		Business Phone Number
Coiya Tompkins	Director of Development		701-793-5616
Business Address	City	State	Zip Code
3104 Fiechtner Dr S	Fargo	ND	58103
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted	Site Address		
Fargo Air Museum	1609 19th Ave N		
City	State	Zip Code	County
Fargo	ND	58102	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Trip to Spain	$5,550.00

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $5,550.00

Intended uses of gaming proceeds: ~~unrestricted operating funding~~ Child Development Center Curriculum

Does the organization presently have a state gaming license? [x] No [ ] Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [x] No [ ] Yes - If "Yes," indicate the total value of all prizes previously awarded: $. *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Diane P. Soker	7/11/18	Executive Director	701-793-5616

(6b)

$25.00
V010966
7-13-18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Holy Spirit Catholic Church	9-19 to 10-14	9-19, 9-26, 10-3, 10-10

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Barbara Stenberg	Bus mgr	701-232-5900

Business Address	City	State	Zip Code
1420 7th St N	Fargo	ND	58102

Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Holy Spirit Catholic Church	1420 7th St N

City	State	Zip Code	County
Fargo	ND	58102	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	cash	1,000
Raffle	cash	700
Raffle	cash	500
Raffle	cash	250
Raffle	cash	100
Raffle	cash	100
Raffle	cash	100
Raffle	cash	100

Game Type	Description of Prize	Retail Value of Prize
Bingo	10 Turkeys	248.00

Total: $ 3090.00

Intended uses of gaming proceeds: General Fund use

Does the organization presently have a state gaming license? [x] No [ ] Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [x] No [ ] Yes - If "Yes," indicate the total value of all prizes previously awarded: $_____. *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Barbara Stenberg	7-12-18	Bus mgr	701-232-5900

$25.00
✓ 11933
7-13-18

(6C)

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization: EL ZAGAL SHRINE PROVOST GUARD	Date(s) of Activity: 9/1/18 to 1/6/19		For a raffle, provide drawing date(s):
Person Responsible for the Gaming Operation and Disbursement of Net Income: Mike Kirch	Title: Chairman		Business Phone Number: 218-227-0070
Business Address: 1429 - 3rd St. N	City: FARGO	State: ND	Zip Code: 58102
Mailing Address (if different):	City:	State:	Zip Code:
Name of Site Where Game(s) will be Conducted: EL ZAGAL SHRINE TEMPLE	Site Address: 1429 - 3rd ST. N		
City: FARGO	State: ND	Zip Code: 58102	County: CASS

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Vikings	~~CASH~~ CASH	$5200.00
Board		
Pays $75.00 per Quarter		
and $100.00 on Final for each		
of the 16 games		

Game Type	Description of Prize	Retail Value of Prize

Total: $ 5200.00 (Limit $12,000 per year)

Intended uses of gaming proceeds: EL ZAGAL SHRINE PATIENT TRANSPORTATION FUND

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☐ No ☐ Yes - If "Yes," indicate the total value of all prizes previously awarded: $ 0 . *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
[signature]	7/13/18	Chairman	218-227-0070

$25.00
CC 7-16-18
8736

6d

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

Application for: [X] Local Permit *[ ] Charity Local Permit (one event per year)

Name of Non-profit Organization: First Link	Date(s) of Activity: 8/09/2018	For a raffle, provide drawing date(s): 08/09/2018	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Cindy Miller	Title: Exec. Director	Business Phone Number: 701-293-6962	
Business Address: 4259-13 Ave S. #107L	City: Fargo	State: ND	Zip Code: 58103
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted: Delta by Marriott	Site Address: 1635-42nd S.		
City: Fargo	State: ND	Zip Code: 58103	County: Cass

Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.
[ ] Bingo [X] Raffle [ ] Raffle Board [ ] Calendar Raffle [ ] Sports Pool [ ] Poker * [ ] Twenty-one * [ ] Paddlewheels *

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Heads/Tails Raffle	50% of money collected	up to $500

Game Type	Description of Prize	Retail Value of Prize

Total: $ 500.00 (Limit $12,000 per year)

Intended uses of gaming proceeds: To help support our 24 211 and Suicide lifelines.

Does the organization presently have a state gaming license? [X] No [ ] Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? [X] No [ ] Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [ ] No [X] Yes - If "Yes," indicate the total value of all prizes previously awarded: $ 1607.89 *this amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Cindy Miller	7/16/18	Exec. Director	701-293-6962

(6e)

$25.00
CC
7-23-18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Ahmann Strong (Craig Ahmann Benefit)	09/21/2018 to 09/21/2018	09/21/2018

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Alicia Winmill	Benefit member	(701) 340-4421

Business Address	City	State	Zip Code

Mailing Address (if different)	City	State	Zip Code
303 Liberty Lane	Horace	ND	58047

Name of Site Where Game(s) will be Conducted	Site Address
The Bowler	2630 S. University Dr.

City	State	Zip Code	County
Fargo	ND	58103	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Game of Chance 50/50	Cash	$2,000

Game Type	Description of Prize	Retail Value of Prize

Total: $ 2,000 (Limit $12,000 per year)

Intended uses of gaming proceeds: Half of the winnings will go directly to the Ahmann's to offset travel and medical expenses and half will go to a lucky individual that bought a ticket for the raffle.

Does the organization presently have a state gaming license? [x] No [ ] Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

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

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [x] No [ ] Yes - If "Yes," indicate the total value of all prizes previously awarded: $_____. *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Alicia Winmill	7/24/18	Benefit member	7013404421

(6f)

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
Pink It Forward		9-8-18

Person Responsible for the Gaming Operation and Disbursement of Net Income	Title	Business Phone Number
Deanne Leier	Sec/treasury	(701) 367-5587

Business Address	City	State	Zip Code
4265 45th St S 111-17	Fargo	ND	58104-4309
Mailing Address (if different)	City	State	Zip Code

Name of Site Where Game(s) will be Conducted	Site Address
Fargo Billiards and Gastropub	3234 43rd St S

City	State	Zip Code	County
Fargo	ND	58104-8644	Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Bean Bag Board	$150.00
Raffle	Bean Bag Board	$150.00

Game Type	Description of Prize	Retail Value of Prize
Raffle	Bean Bag Board	$150.00
Raffle	Quilt	$150.00

Total: $ 600.00 (Limit $12,000 per year)

Intended uses of gaming proceeds: Nonprofit - Pink It Forward care packages given to breast cancer patients

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," indicate the total value of all prizes previously awarded: $ _____. *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
R Gallagher	7-14-18	President	701-426-5969

69

✓ 3207
25.00
7/24/18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization: Fargo Davis HS	Date(s) of Activity: 11.20.18 to 2.19.19	For a raffle, provide drawing date(s): Attached	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Lenny Dillhouse	Title: AD	Business Phone Number: 701.446.5608	
Business Address: 7150 25th St S	City: Fargo	State: ND	Zip Code: 58104
Mailing Address (if different)	City	State	Zip Code
Name of Site Where Game(s) will be Conducted: Schools Arena	Site Address: 5225 31st Ave		
City: Fargo	State: ND	Zip Code: 58103	County: Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	1/2 money collected	2500

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 2500

Intended uses of gaming proceeds: Fundraiser

Does the organization presently have a state gaming license? ☒ No ☐ Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-626-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? ☒ No ☐ Yes - If "Yes," indicate the total value of all prizes previously awarded: $ 2500. *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Lenny Dillhouse	7.24.18	AD	701.446.5608

✓3208
25.00
7/24/18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

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

Name of Non-profit Organization: Fargo Davies HS	Date(s) of Activity: 8.24.18 to 5/20/19	For a raffle, provide drawing date(s): 5.20.19	
Person Responsible for the Gaming Operation and Disbursement of Net Income: Jesse 25th Street Lenny Olkhouse	Title: Act. Dir	Business Phone Number: 701.446-5608	
Business Address: 7150 25th St S	City: Fargo	State: ND	Zip Code: 58104
Mailing Address (if different): Same	City	State	Zip Code
Name of Site Where Game(s) will be Conducted: Davies HS	Site Address: 7150 25th St S		
City: Fargo	State: ND	Zip Code: 58104	County: Cass

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	1/2 money collected	7500

Game Type	Description of Prize	Retail Value of Prize

Total: (Limit $12,000 per year) $ 7500.00

Intended uses of gaming proceeds: fundraiser

Does the organization presently have a state gaming license? [X] No [ ] Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? [X] No [ ] Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [ ] No [X] Yes - If "Yes," indicate the total value of all prizes previously awarded: $ 2500. *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Lenny Olkhouse	7.24.18	AD	701.446.5608

(61)

CASH 25.00 7/25/18

APPLICATION FOR A LOCAL PERMIT OR CHARITY LOCAL PERMIT

OFFICE OF ATTORNEY GENERAL
SFN 9338 (08/2016)

Application for: [X] Local Permit *[ ] Charity Local Permit (one event per year)

Name of Non-profit Organization	Date(s) of Activity	For a raffle, provide drawing date(s):
ELZAGA SHRINE Mobile Nobel	9/29 to 9/29	SEPT 29TH 2018
Person Responsible for the Gaming Operation and Disbursement of Net Income	**Title**	**Business Phone Number**
ROD GARTNER	VOLUNTEER	701-235 2521
Business Address	**City / State / Zip Code**	
1429 3RD ST N	FARGO / ND / 58102	
Mailing Address (if different)	**City / State / Zip Code**	
Name of Site Where Game(s) will be Conducted	**Site Address**	
NO	1429 3RD ST ND	
City / State / Zip Code / County		
FARGO / ND / 58102 / CASS		

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

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

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
50/50		6000.00

Game Type	Description of Prize	Retail Value of Prize

Total: $ (Limit $12,000 per year)

Intended uses of gaming proceeds: DONATION TO TOWARD DARREN BAUMGARTNER REPIT FUND

Does the organization presently have a state gaming license? [ ] No [ ] Yes - If "Yes," the organization is not eligible for a local permit or charity local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a charity local permit from this or another city or county for the fiscal year July 1 through June 30? [X] No [ ] Yes - If "Yes," the organization does not qualify for a local permit or charity local permit.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? [X] No [ ] Yes - If "Yes," indicate the total value of all prizes previously awarded: $_____. *This amount is part of the total prize limit of $12,000 per year.*

Signature of Organization's Top Executive Official	Date	Title	Business Phone Number
Rodney J. Gartner			701-799-4293

CITY OF Fargo

ASSESSMENT DEPARTMENT

7a

July 17, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 49 18 Ave. N as submitted by Judith Mary Spellman. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $120 with the City of Fargo's share being $20.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

321 – 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner JUDITH SPELLMAN Phone No. _____
2. Address of Property 49 18 AVE N
   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed. LTS 16, 17, & 18 MCDERMOTT'S ADDITION
4. Parcel Number 01-1890-00450-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 49 18 AVE N
   City FARGO State ND Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). NEW ROOF & HICKORY FLOORING ON MAIN LEVEL
7. Building Permit No. 189023
8. Year Built 1953
9. Date of Commencement of making the improvement Roof Aug 17, 2017 - floor Oct 2017
10. Estimated market value of property before improvement $ 369300
11. Cost of making the improvement (all labor, material and overhead) $ 16,881.00 roof
12. Estimated market value of property after improvement $ 19,398.03 floor

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
    Applicant's Signature Judith M Spellman Date 7/12/18

Assessor's Determination

14. The local assessor finds that the improvements in this application ~~has~~ ☒ has not ☐ met the qualifications for exemption for the following reason(s): 5 YEARS FOR QUALIFYING WORK
    Assessor's Signature Glen Rudolph Date 7/18/18

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied ☐ Approved ☐
    Approval subject to the following conditions: _____
    Chairman of Governing Body _____ Date _____

594953

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE 8-20-17

NAME Stephen & Judith Spellman

ADDRESS 49 18th Ave N

CITY, STATE, ZIP Fargo ND 58102

SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MDSE. RETD.	PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1			
2	Reshingled home with		
3	Northgate class 4		
4	impact Resistant		
5	shingles by CertainTeed		
6			$ 17,138 —
7	deduct: Ridge cap		-114 —
8	valley tin		-16 —
9	Cupula		-127 —
10			
11	Total Due:		$ 16,881 —
12	Make payable to:		
13	OLSON-LEGATT ROOFING, INC.		
14	P.O. Box 528		
15	Dilworth, MN 56529		
16			
17			
18			

Thank you so the work! pd 7/22/17 #3604

RECEIVED BY

adams RDC5805

KEEP THIS SLIP FOR REFERENCE

01-11

Invoice

11/2/2017 4:49:46

Showcase FLOORS

Showcase Floors
3223 13th Avenue South
Fargo ND 58103
701.293.8738
701.280.1968

Invoice #: 644
SaleDate: 09/06/2017
Next Install:
Sales Rep: Jordan Lystad

SOLD TO:
Judith Spellman
49 18th Ave N
Fargo ND 58102

SHIPPED TO:
Judith Spellman
49 18th Ave N
Fargo ND 58102

MATERIALS				QUANTITY	PRICE	TOTAL
1	Signature Collection Hickory	Excel Natural	Main Floor	980 SqFt	$8.88	$8,702.40
2	Signature Collection Hickory	Excel Stainose	Stairnose	2 Each	$79.17	$158.34
3	Signature Collection Hickory	Excel T-mold	T-mold	1 Each	$59.65	$59.65
4	Bruce's	v-lock	Moisture Barrier	3 Each	$58.33	$174.99
11	Organic Rug 12x24	Smoke	Fireplace Tile	31 SqFt	$6.18	$191.58
12	3N1 30LBS	White	Fireplace Mortar	1 Each	$47.56	$47.56
13	Power Grout 10LBS	Not Selected	Fireplace Grout	1 Each	$33.61	$33.61
15	Signature Collection Hickory	Quarter Round	Quarter round	150 LnFt	$8.89	$1,333.50
16	Schluter	QUADEC TRENDLINE 3/8" Stone Grey	Windo trim Piece	1 Each	$35.42	$35.42
* 17	Organic Rug 12x24	Smoke		15.5 SqFt	$6.18	$95.79
18	Enstron 1/4" Underlayment 4x4	Subfloor panels	1/4" Subfloor under the engineered Hardwood	61 Each	$19.99	$1,219.39

LABOR			QUANTITY	PRICE	TOTAL
1	Wood (Engineered-Over 4")	Main Floor	980 SqFt	$3.75	$3,675.00
2	Trim	Stairnose	12 LnFt	$2.00	$24.00
5	Demo-Cpt	Tearout Carpet	617 SqFt	$0.50	$308.50
6	Demo-Wood	Tearout Wood	182 SqFt	$3.15	$573.30
7	Demo-Tile	Demo Tile	74 SqFt	$5.00	$370.00
8	Base R&R	Base R&R	200 LnFt	$1.75	$350.00
9	Moving Appliances	Moving Appliances	3 Each	$40.00	$120.00
10	Delivery	Wood Delivery	1 Each	$100.00	$100.00
11	BS-With Purchase	Fireplace Tile	25 SqFt	$0.00	$200.00
14	Ceramic-Basic Wall	Window Tile	16 SqFt	$0.00	$250.00
15	Trim	Quarter round	150 LnFt	$1.00	$150.00
18	1/4" Subfloor	1/4" Subfloor under the engineered Hardwood	980 SqFt	$1.25	$1,225.00

Comments:

$80.00
Credit on appliances

SubTotal:	$19,398.03
Misc Chg:	$0.00
Total:	$19,398.03
Payments:	$8,425.00
Balance:	$10,973.03

10,893.03

11/14 pd on Feed
#3629

CITY OF Fargo

ASSESSMENT DEPARTMENT

(7b)

July 12, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements for the property at 1450 3 St. N as submitted by Robert & Rita Kind. A description of the property involved, types of improvements to be made, and assessment information are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2018, 2019, 2020, 2021, & 2022.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $50 with the City of Fargo's share being $10.

Sincerely,

Ben Hushka
City Assessor

hah
attachment

321 – 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

North Dakota Century Code ch. 57-02.2

(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Rita - Robert Kind Phone No. (701) 235-1079
2. Address of Property 1450 - 3rd ST. N

   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed Lot 10 Block 2 of Replat El Zagal Park Subdivision
4. Parcel Number 01-0761-00280-000 Residential ☒ Commercial ☐ Central Business District ☐
5. Mailing Address of Property Owner 1450 - 3rd ST. N

   City Fargo State ND Zip Code 58102

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). New windows
7. Building Permit No. 189022.
8. Year Built 1974
9. Date of Commencement of making the improvement 4-26-18
10. Estimated market value of property before improvement $ 325,000.00
11. Cost of making the improvement (all labor, material and overhead) $ $8,600.00
12. Estimated market value of property after improvement $ unknown

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.

    Applicant's Signature [signature] Date 7-2-18

Assessor's Determination

14. The local assessor finds that the improvements in this application has ☐ has not ☐ met the qualifications for exemption for the following reason(s) 5 YEARS FOR QUALIFYING WORK

    Assessor's Signature [signature] Date 7/18/18

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied ☐ Approved ☐

    Approval subject to the following conditions:

    Chairman of Governing Body _____ Date _____

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

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

8

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 25, 2018

RE: NOTICE OF GRANT AWARD AGREEMENT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR WATER POLLUTION – EPA BLOCK
CONTRACT NO. G17.756 CFDA NO. 66.605 $1,250

This is a request to approve the attached Notice of Grant Award for $1,250.00 with the North Dakota Department of Health for the water pollution program in southeastern North Dakota.

No budget adjustment is required for this contract.

If you have questions, please contact Ruth Roman at 241-1380.

Suggested Motion: Move to approve the North Dakota Department of Health agreement for the water pollution program.

RR/LA
Enclosure

	NOTICE OF GRANT AWARD **SFN 53771 (1-2016)**	**NORTH DAKOTA DEPT. OF HEALTH (NDDoH)** **600 E BOULEVARD AVE, DEPT. 301** **BISMARCK, ND 58505-0200**		
GRANT NUMBER	**CFDA NAME**	**CFDA NUMBER**	**START DATE**	**END DATE**
G17.756	Performance Partnership Grants	66.605	7/1/2018	6/30/2019
FEDERAL AWARD DATE	**FEDERAL AWARDING AGENCY**	**FAIN NUMBER**	**GRANT TYPE: PROGRAM or R&D**	
9/29/2015	Environmental Protection Agency	99861716	Program	

THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.

TITLE OF PROJECT/PROGRAM	Water Pollution - EPA Block	**NDDoH PROJECT CODE**	5531 H099 61
GRANTEE NAME	Fargo Cass Public Health	**PROJECT DIRECTOR**	Karl Rockeman
ADDRESS	1240 25th Street South	**ADDRESS**	918 East Divide Ave., 4th Floor
CITY/STATE/ZIP	Fargo ND 58103-2367	**CITY/STATE/ZIP**	Bismarck ND 58501-1947
CONTACT NAME	Ruth Roman, Director of Public Health	**CONTACT NAME**	Marty Haroldson
TELEPHONE NUMBER	701.241.1360	**TELEPHONE NUMBER**	701.328.5234
EMAIL	Rroman@FargoND.gov	**EMAIL**	mharolds@nd.gov

	NDDoH Cost Share	**Grantee Cost Share**	**Total Costs**
Amount Awarded	$1,250	$417	$1,667
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$1,250	$417	$1,667

SCOPE OF SERVICE	Grantee will conduct Water Pollution Program activities and will act as a local point of contact for county commissioners, city staff, and planning and zoing staff as it relates to water pollution control requirements. Grantee will report spills and illegal dumping to the Department as it is made aware of such activities. In addition, Grantee will work with the Department on municipal wastsewater systems, septic tank pumpers, and stormwater discharges and will conduct surveys and investigations as requested by the Department.
REPORTING REQUIREMENTS	Quarterly "Request for Reimbursement" reports are due within 15 days of the end of each quarter. All payments will be processed upon Department receipt and approval of progress reports (i.e., daily activity logs) and expenditure reports unless otherwise specified in Special Conditions. The expenditure report for the period ending June 30, 2019 must be received no later than July 15, 2019.

INDIRECT RATE (check one)	_____ **Subrecipient waived indirect costs**	___X___ **De minimus rate of 10%**	**Negotiated/Approved rate of** _____%

SPECIAL CONDITIONS	Payments will be processed at seventy-five (75) percent of the total expenditures reported. Twenty-five (25) percent match funding is required by the Grantee. This funding is contingent upon continuation of current federal funding.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 and (2) applicable State and Federal [Accounting Use Only _____ Requirements received] (2) applicable State and Federal regulations.

EVIDENCE OF GRANTEE'S ACCEPTANCE		**EVIDENCE OF NDDoH ACCEPTANCE**	
DATE 7/25/18	SIGNATURE Ruth Roman	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Ruth Roman, Director of Public Health		L. David Glatt, Section Chief, Environmental Health Section	
DATE	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Timothy J. Mahoney, Mayor, City of Fargo		Brenda M. Weisz, CFO	

If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director idenfified above.

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

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

9

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 25, 2018

RE: AMENDED CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR IMMUNIZATION PROGRAM: FOR $70,104
CONTRACT NO. 15.1017A CFDA NO. 93.539 AND 93.268

This is a request to approve the attached Notice of Grant Award Amendment with the North Dakota Department of Health for the immunization program for $70,104.

No budget adjustment is required for this contract.

If you have questions, please contact Ruth Roman at 241-1380.

Suggested Motion: Move to approve the amended contract with the North Dakota Department of Health for the immunization program.

RR/la
Enclosure

	NOTICE OF GRANT AWARD AMENDMENT SFN 59919 (1-2016)	**NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200**		
GRANT NUMBER	**CFDA NAME**	**CFDA NUMBER**	**START DATE**	**END DATE**
G15.1017a	PPHF Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure and Performance Financed in part by Prevention and Public Health Funds and Immunization Cooperative Agreement	93.268 & 93.539	7/1/2017	6/30/2019
FEDERAL AWARD DATE	**FEDERAL AWARDING AGENCY**	**FAIN NUMBER**	**GRANT TYPE: PROGRAM or R&D**	
4/1/2017	Department of Health and Human Services	NH23IP000764	Program	

THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.

TITLE OF PROJECT/PROGRAM	Immunization Program: 2018	**NDDoH PROJECT CODE**	HLH4608-01 (PPHF) and HLH3318-06 (Pan Flu)
GRANTEE NAME	Fargo Cass Public Health	**PROJECT DIRECTOR**	Molly Howell, Immunization Program Manager
ADDRESS	1240 - 25th Street South	**ADDRESS**	2635 East Main Ave., PO Box 5520
CITY/STATE/ZIP	Fargo, ND 58103-2367	**CITY/STATE/ZIP**	Bismarck, ND 58506-5520
CONTACT NAME	Ruth Roman	**CONTACT NAME**	Molly Howell, Immunization Program Manager
TELEPHONE NUMBER	701-241-1360	**TELEPHONE NUMBER**	701-328-4556
EMAIL	rroman@fargond.gov	**EMAIL**	mahowell@nd.gov

	NDDoH Cost Share	**Grantee Cost Share**	**Total Costs**
Amount Awarded	$70,104	$0	$70,104
Previous Funds Awarded	$85,821	$0	$85,821
Total Funds Awarded	$155,925	$0	$155,925

SCOPE OF SERVICE	See the attached Scope of Service Document. Required activities are in red.
REPORTING REQUIREMENTS	Quarterly Activity Reports are required to be electronically submitted in the Department of Health Program Reporting System (PRS). Reimbursement will be processed upon NDDoH approval of at-least quarterly activity reports and reimbursement requests in PRS. If requesting reimbursement more frequently than quarterly, then activity reports must be submitted more frequently along with requests for reimbursement in PRS. A required immunization activity report is attached. Expenditure report for the period ending June 30, 2019 must be received by July 15, 2019.

INDIRECT RATE (check one)	___x___ Subrecipient waived indirect costs	_____ De minimis rate of 10%	Negotiated/Approved rate of _____%

SPECIAL CONDITIONS	Financial obligation of the Department is contingent upon funds being made available by the US Department of Health and Human Services.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only _____ Requirements received] and (2) applicable State and Federal regulations.

EVIDENCE OF GRANTEE'S ACCEPTANCE		**EVIDENCE OF NDDoH ACCEPTANCE**	
DATE 7/25/18	SIGNATURE Ruth Roman	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Ruth Roman, Director of Public Health		Kirby Kruger, Section Chief, Medical Services Section	
DATE	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		**TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE**	
Timothy J. Mahoney, Mayor, City of Fargo		Brenda M. Weisz, CFO	

If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.

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

(10)

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 25, 2018

RE: AMENDED CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES FOR SUBSTANCE ABUSE PREVENTION CONTRACT NO. #810-10815 CFDA NO. N/A, $160,000

This is a request to approve the attached Amendment to Purchase of Service Agreement with the North Dakota Department of Human Services, Behavioral Health Division for substance abuse prevention.

The following budget adjustment is required for this contract:

2018 Revenue		
Opioid STR Grant	101-0000-334-10-53	$64,000
2018 Expense		
Temp/Seasonal	101-6013-451-14-00	$ 2,500
FICA	101-6013-451-21-01	$ 155
Medicare	101-6013-451-21-02	$ 36
Out State Travel	101-6013-451-57-60	$ 1,000
Medical Supplies	101-6013-451-61-20	$40,000
General Supplies	101-6013-451-61-40	$ 2,500

If you have questions, please contact Ruth Roman at 241-1380.

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

RR/la
Enclosure

CONTRACT # 810-10815
AMENDMENT B

AMENDMENT TO PURCHASE OF SERVICE AGREEMENT

On or about August 15, 2017, the State of North Dakota, acting through its North Dakota Department of Human Services, Behavioral Health Division (State) and City of Fargo d/b/a Fargo Cass Public Health (Vendor) entered into an Agreement to increase access to treatment, reduce unmet treatment needs, and reduce overdose-related deaths through the implementation of evidence-based prevention, treatment, and recovery activities.

The parties agree that certain parts of that Agreement and Amendment A should be changed:

1. The Term of the Agreement is changed from August 15, 2017, through June 30, 2018, to August 15, 2017, through April 15, 2019.

2. The Scope of Service section is amended, effective July 1, 2018, to replace Section 2.03 Scope of Work and Attachment A of State's Request for Proposal (RFP) number 325-17-810-022, dated June 20, 2017, with Attachment A, entitled "Year 2 Community Scope of Work", which is made a part of this Amendment.

3. The Compensation section is amended, effective July 1, 2018, to increase the total amount paid under the Agreement from $180,000 to $340,000, and increase of $160,000. State, upon receipt and approval of SFN 1763 Request for Reimbursement, monthly report, and required contract deliverables met to date, shall pay Vendor monthly payments of $16,000 for completing the Scope of Service. For the period of July 1, 2018, through April 15, 2019, total payment under this Agreement may not exceed $160,000.

All other terms and conditions remain as previously written.

CITY OF FARGO D/B/A FARGO CASS PUBLIC HEALTH

By Ruth Romans

Its Director of Public Health

Date 7/25/18

By _____ _____
DATE

Its Mayor, City of Fargo

STATE OF NORTH DAKOTA
NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By _____ _____
CHRISTOPHER D. JONES DATE
EXECUTIVE DIRECTOR

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

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

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

11

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 25, 2018

RE: SCHOOL CONTRACT, $26,881.00

The attached contract with Kindred Public School District for $26,881.00 is for nursing services for the 2018-2019 school year.

No budget adjustment is required for this contract.

If you have any questions, please contact me at 241-1380.

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

RR/LA
Enclosures

PURCHASE OF SERVICE AGREEMENT
KINDRED PUBLIC SCHOOL DISTRICT

Whereas the Kindred Public School District hereinafter referred to as District, has agreed to purchase the services described in the "Scope of Service" (Attachment A); and

Whereas, Fargo Cass Public Health, 1240 25th Street South, Fargo, North Dakota 58103-2367 hereinafter referred to as Provider desires to provide the services described in the "Scope of Services" (Attachment A):

Now, therefore the District and the Provider enter into the following:

I. TERMS OF CONTRACT

The term of this contract shall be for school year 2018-2019, beginning on July 1, 2018 and ending on June 30, 2019. This contract may be renewed for subsequent school years by written agreement of the parties. Provided, that either party may terminate this contract at any time upon thirty (30) days written notice to other.

II. TERMINATION

In the event the agreement is terminated, the termination shall be without prejudice to any obligations or liabilities of either party for services provided prior to such termination.

III. SCOPE OF SERVICE

The Provider agrees to provide services in accordance with documentation in this contract.

IV. COMPENSATION

1. The District agrees to reimbursement for service in accordance with the agreed upon charges in this contract (Attachment B). The billing will occur monthly, at the previously determined rate of 63 percent for the district and 37 percent for the provider. The hours to be billed will include the scheduled nursing time, any annual or sick leave taken by the nursing personnel and holiday pay as determined by the City of Fargo.
2. The provider will attempt to get substitute nursing coverage, when the regularly scheduled nurse is on an extended leave.

V. CHANGES

No change or amendment to this agreement may be made unless made in writing signed by the parties.

VI. NO GRANT OF AUTHORITY TO CONTRACT ON BEHALF OF THE DISTRICT

No part of this agreement shall be construed to grant to the Provider any authority to contract for on behalf of or incur obligations on behalf of the District.

VII. AUTHORITY TO SUBCONTRACT

The Provider may subcontract with qualified providers of services, provided that any subcontract must acknowledge the binding nature of this agreement and incorporate this agreement, together with its attachments. The Provider agrees to be solely responsible for the performance of any subcontractor.

VIII. INDEPENDENT CONTRACTOR

The Provider is performing the duties under this agreement as an independent contractor. No part of this agreement, or the arrangements made by the parties to perform this agreement, shall be construed as creating an employer/employee relationship.

IX. COPYRIGHT

The District reserves a right to copy or reproduce any materials created or produced, by the Provider, in performance of this agreement except with confidential information.

X. AGREEMENT CONSTITUTES CONTRACT

This agreement shall constitute the entire contract, between the parties, for performance of the Scope of Service. There are not other agreements, either verbal or written, that alter or affect this agreement.

XI. PROVIDER ASSURANCES

The Provider agrees to comply with the applicable provider Assurances hereto attached, on Attachment C.

XII. INTEGRATION AND MODIFICATION

This contract constitutes the entire agreement between the Provider and the District. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is reduced to writing signed by the parties and attached hereto.

XIII. COLLATERAL CONTRACTS

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

XIV. ACCESS TO RECORDS

Fargo Cass Public Health and the North Dakota State Health Department, and their duly authorized representatives, shall have access to the books, documents, paper and records of the District which are pertinent, as determined by Fargo Cass Public Health, to this contract for the purpose of making audit, examination, excerpts, and transcripts.

XV. RETENTION OF RECORDS

The Provider agrees to retain financial and program records.

XVI. CONFIDENTIALITY

The Provider will not, except upon the written consent of the recipient's or their responsible parent, guardian, or custodian, use or cause to be used any information concerning such individual for any purpose not directly connected with the District or the Provider's responsibilities with respect to services purchased hereunder. The District acknowledges their role in abiding by the adherence to FERPA regulations relative to educational records confidentiality in order to protect student privacy. The consequences of failing to comply with FERPA must be borne by the School District and not Fargo Cass Public Health.

XVII. APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of North Dakota.

XVIII. CAPTIONS

The captions or heading in this agreement are for convenience only and in no way define, limit, or describe the scope of intent of any provisions of this agreement.

XIX. EXECUTION AND COUNTERPARTS

This agreement may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one of the same instrument.

XX. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

XXI. NOTICES

All notices, certificates or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at their respective places of business as set forth in the preamble to this agreement or at a place designated hereafter in writing by the parties.

XXII. SUCCESSORS IN INTEREST

The provisions of this agreement shall be binding upon and shall insure to the benefit of the parties hereto, and their respective successors and assigns.

XXIII. SEVERABILITY

The parties agree that any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

XXIV. WAIVER

The failure of the District to enforce any provisions of this contract shall not constitute a waiver by the District of that or any other provision.

XXV. MERGER CLAUSE

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in modification or change, if made, shall be effective only the specific instance and for the specific purpose given. There are no understandings, agreements, or representatives, oral or written, not specified herein regarding this agreement. Provider, by the signature below of its authorized representative, hereby acknowledges that the Provider has read this agreement, understands it and agrees to be bound by its terms and conditions.

XXVI. INDEMNIFICATION AND HOLD HARMLESS

The District hereby agrees to indemnify and hold the Provider, its officers, agents, employees, and members, harmless from any and all claims, demands and causes of action which may be asserted against the Provider as a result of the rendering of any of the services by the Provider which are described in this Agreement. The obligation of the District under the terms of this provision shall include the duty to provide a legal defense of such claims; provided that this provision shall not be construed to require reimbursement of any legal expenses incurred by the District, without prior written approval of the District.

XXVII. COMPLIANCE WITH LAWS

The Provider shall comply with all federal, state, and local laws and ordinances applicable to the work to be done under this agreement.

XXVIII. NON-DISCRIMINATION

The Provider makes available all services and assistance without regard to race, color, national origin, religion, age, sex, or handicap, and is subject to Title VI of the Civil Rights Act of 1964. Section 504 of the Rehabilitation Act of 1975 as amended. Persons who contract with or receive funds to provide services for Provider are obligated to abide by the provisions of their federal laws. Questions concerning the contractor's or provider's obligations under these acts may be directed to the Provider's representative as set forth in the signature block of this agreement, at the address established in the agreement, or the Branch Chief, Officer for Civil Rights, Region VIII, Federal Office Building, 1961 Stout Street, Denver, Colorado 82094.

SERVICES PROVIDED: See Attachment A (Goals and Objectives)
REIMBURSEMENT: See Attachment B (Budget)

PROVIDER-FARGO CASS PUBLIC HEALTH

MAYOR, CITY OF FARGO

DATE

Ruth Roman
DIRECTOR OF PUBLIC HEALTH

7-25-18
DATE

DISTRICT-KINDRED PUBLIC SCHOOL

Steve Hall
SIGNATURE
AGENCY REPRESENTATIVE

Supt
TITLE

7-16-18
DATE

ATTACHMENT A
SCHOOL HEALTH PROGRAM
A COLLABORATIVE PROGRAM BETWEEN
KINDRED PUBLIC SCHOOL DISTRICT AND FARGO CASS PUBLIC HEALTH

PURPOSE: The purpose of this partnership is to share expertise, time, energy, and economic resources to coordinate and provide a comprehensive health program in our school community.

GOALS: The goal of this program is to provide Public Health School Nurse services to all components of the Kindred Public Schools health program: education, environment and services.

A. Improve the student and family access to community health services.
B. Improve the early identification, referral, and follow-up of students experiencing unresolved health problems.
C. Determine the current compliance rate for follow-up on health screening results and on immunization requirements.
D. Improve the students' access to basic health services at school for first aid symptom management and medications.

OBJECTIVES:

The Public Health School Nurse is a liaison between education and health care and will provide a link between the school, home and community. The nurse will:

A. Manage health care in the school health program
The nurse will participate in planning, implementation, and evaluation of the program.
B. Deliver health services
The nurse will deliver health services to the client system using systematic processes to assess needs, plan interventions, and evaluate outcomes so that high-level wellness can be achieved. The nurse will also monitor follow through related to health referrals.
C. Advocate for the health rights of children
The nurse will act as an advocate for the health rights of children and their families both within the school and between the school and community.
D. Provide health consult for individuals and groups
The nurse will provide health counseling and guidance for the client system on an individual basis or within a group setting.
E. Provide health education
The nurse will participate in health education program activities for children, youth, school personnel, and the community.

ATTACHMENT B
2018-2019
SCHOOL HEALTH SERVICES BUDGET

KINDRED SCHOOL DISTRICT PROPOSED FUNDING FOR SCHOOL HEALTH SERVICES	AMOUNT
27 RN HOURS /WEEK X 35 WEEKS AT $41.48/HOUR	$39,198.60
40 RN HOURS/YEAR FOR EXTRA ACTIVITIES AT $41.48/HOUR	$1,659.20
36 HOURS FOR ADMINISTRATIVE NURSING SUPPORT AT $50.29/HOUR	$1,810.44
TOTAL	**$42,668.24**
DISTRICT PORTION AT 63% OF $42,668.24	$26,881.00
PROVIDER PORTION AT 37% OF $42,668.24	$15,787.24
TOTAL FOR DISTRICT	**$26,881.00**

ATTACHMENT C

PROVIDER ASSURANCES

A. All licensing or other standards required by Federal and State Law and regulations and by ordinance of the City and county in which the services purchased hereunder are provided will be complied with in full for the duration of this contract.

B. No qualified person(s) shall be denied services purchased hereunder, or be subjected to discrimination, because of face, religion, color, national origin, sex, age, or handicap.

C. The Provider will abide by the provisions of Title VII of the Civil Rights Act of 1964 (42 USC 2000C) which prohibits discrimination against any employee or applicant for employment because of race, religion, color, national origin, sex, age, or handicap. In addition, the Provider agrees to abide by Executive Order 11246, as amended by Executive Order No. 11375, which prohibit discrimination because of sex.

D. The Provider will comply with Section 504 of the Rehabilitation Act of 1973, as amended, and all requirements imposed by and pursuant to regulations promulgated thereunder to the end that no otherwise qualified handicapped individual shall, solely by reason of their handicap, be excluded from participation in, be denied benefits of or be subjected to discrimination under any program in the provision of services under this agreement.

E. The Provider will not, except upon the written consent of the affected individual or their responsible parent, guardian or custodian, use or cause to be used, any information concerning such individual for any purpose not directly connected with Board or the Provider's responsibilities with respect to services purchased hereunder.

F. Unless otherwise authorized by federal law, the charges to be made by the Provider do no include costs financed by federal monies other than those generated by this agreement.

G. The Provider shall not assign this agreement.

H. Provider assures that the sources from which it purchases goods and services used for the provision of the services described in the agreement will conform to applicable provisions of Executive Order 11346, Equal Opportunity.

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

FARGO CASS PUBLIC HEALTH
1240 25th Street South
Fargo, ND 58103-2367
Phone 701-241-1360
Fax 701-241-1366
FargoCassPublicHealth.com

(12)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 25, 2018

RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA DEPARTMENT OF HEALTH FOR LOCAL PUBLIC HEALTH UNIT TOBACCO PREVENTION AND CONTROL PROGRAM FOR $530,115
CONTRACT NO. G17-774 CFDA: NOT APPLICABLE

The following Notice of Grant Award from the North Dakota Department of Health is for the Local Public Health Unit Tobacco Prevention and Control Program. No budget adjustment is required for this contract of $530,115.

If you have any questions, please contact me at 241-1380.

Suggested Motion: Move to approve the contract for the Local Public Health Unit Tobacco Prevention and Control Program.

RR/LA
Enclosure

	NOTICE OF GRANT AWARD SFN 53771 (1-2016)	NORTH DAKOTA DEPT. OF HEALTH (NDDoH) 600 E BOULEVARD AVE, DEPT. 301 BISMARCK, ND 58505-0200		
GRANT NUMBER	CFDA NAME	CFDA NUMBER	START DATE	END DATE
G17.774	#N/A	Not Applicable	7/1/2018	6/30/2019
FEDERAL AWARD DATE	FEDERAL AWARDING AGENCY	FAIN NUMBER	GRANT TYPE: PROGRAM or R&D	
Not Applicable	#N/A	Not Applicable	Program	

THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.

TITLE OF PROJECT/PROGRAM	Local Public Health Unit Tobacco Prevention and Control Program	NDDoH PROJECT CODE	4571 HL 124919 75
GRANTEE NAME	Fargo Cass Public Health	PROJECT DIRECTOR	Neil Charvat
ADDRESS	1240 25th St S	ADDRESS	600 E. Boulevard Ave, Dept. 301
CITY/STATE/ZIP	Fargo, ND 58103-2367	CITY/STATE/ZIP	Bismarck, ND 58505-0200
CONTACT NAME	Ruth Roman	CONTACT NAME	Abby Erickson
TELEPHONE NUMBER	701-241-1380	TELEPHONE NUMBER	701-328-3337
EMAIL	Rroman@FargoND.gov	EMAIL	abbyerickson@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	$530,115	$0	$530,115
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded	$530,115	$0	$530,115

SCOPE OF SERVICE

Grantee will implement Tobacco Prevention and Control Program (TPCP) services in accordance with Grantee's TPCP work plan and budget as approved by the North Dakota Department of Health (Department). Grantee will follow the Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs 2014 as approved by the Department to conduct TPCP services within its service area.

REPORTING REQUIREMENTS

Grantee must submit a quarterly request for reimbursement on the Program Reporting System (PRS) by the 15th of the following month. Grantee must submit a quarterly progress report of activities completed as described in the Grantee's approved work plan. Final request for reimbursement for the period ending June 30, 2019 must be received by July 15, 2019. Reimbursement will be processed upon Department approval of request for reimbursements and progress reports.

INDIRECT RATE (check one)	_____ Subrecipient waived indirect costs	___x___ De minimis rate of 10%	Negotiated/Approved rate of _____%

SPECIAL CONDITIONS

Administrative fee is limited to 10 percent.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the North Dakota Department of Health as signed by Grantee for the period of July 1, 2017 to June 30, 2019 [Accounting Use Only ___ Requirements received] and (2) applicable State and Federal regulations.

EVIDENCE OF GRANTEE'S ACCEPTANCE		EVIDENCE OF NDDoH ACCEPTANCE	
DATE 7/25/18	SIGNATURE Ruth Roman	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	
Ruth Roman, Director, Fargo Cass Public Health		Susan Mormann, Director, Division of Community and Health Systems	
DATE	SIGNATURE	DATE	SIGNATURE
TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE		TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE	
Timothy J. Mahoney, Mayor, City of Fargo		Brenda M. Weisz, CFO	

If attachments are referenced, they must be returned with the signed award. If you did not receive attachments as indicated, contact the Program Director identified above.

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

Fargo Cass Public Health
Ruth Roman, Director of Public Health
1240 25th Street South
Fargo, ND 58103
Phone 701-241-1380
Fax 701-241-1366
FargoCassPublicHealth.com

13

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH ROMAN
DIRECTOR OF PUBLIC HEALTH

DATE: JULY 26, 2018

RE: AGREEMENT WITH UPPER MISSOURI DISTRICT HEALTH UNIT FOR STATEWIDE TOBACCO PREVENTION PUBLIC EDUCATION CAMPAIGN FOR $110,000.00

The attached Contract Agreement with Upper Missouri District Health Unit is for the Statewide Tobacco Prevention Public Education Campaign.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Contract Agreement with Upper Missouri District Health Unit.

RR/LA
Enclosures

Agreement

STATEWIDE TOBACCO PREVENTION PUBLIC EDUCATION CAMPAIGN

Fargo Cass Public Health (local public health unit) agrees to contribute to the Statewide Tobacco Prevention Public Education Campaign beginning July 1, 2018 and ending June 30, 2019. The local health unit recognizes Upper Missouri District Health Unit as the fiscal agent for the North Dakota Public Education Task Force on Tobacco (NDPETFT) and agrees to pay the following lump sum to UMDHU:

PETF Contribution July 1, 2018 – June 30, 2019 $110,000.00

The local health unit will receive periodic updates upon the progress of the statewide education campaign. Campaign outcomes will be made available through NDPETFT to the local health unit upon its completion.

Ruth Roman

Ruth Roman, Director of Public Health
Fargo Cass Public Health

Javayne Oyloe, Executive Officer
Upper Missouri District Health Unit

7/25/18

Date

Date

Timothy J. Mahoney, Mayor
City of Fargo

Date

Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Upper Missouri District Health Unit

Estimated Dollar Amount of Purchase:

$110,000

The project/service is required to:

Provide funding to support the statewide tobacco prevention public education campaign. This campaign is coordinated by Upper Missouri District Health Unit in Williston. All local public health entities that recieve tobacco funding are required to contribute to the statewide campaign.

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

NA

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

NA

CITY OF Fargo

OFFICE OF HUMAN RESOURCES

200 3RD STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: 701-241-1321
FAX: 701-476-6707

(14)

To: Board of City Commissioners

From: Jill Minette, Director of Human Resources JM

Date: July 24, 2018

Re: BlueConnect

The City of Fargo has the opportunity to utilize BlueConnect, a benefit enrollment platform powered by bswift, at no additional charge. BlueConnect is available to customers of Blue Cross Blue Shield North Dakota (BCBSND) health and dental insurances. In addition, customers must offer at least one voluntary benefit. We plan to offer a short-term disability plan. The City of Fargo Finance Committee approved the utilization of BlueConnect at the July 9, 2018 meeting.

BlueConnect provides 24/7 access to benefit information and enrollment options for employees. BlueConnect will provide an enhanced employee experience and create substantial efficiencies in benefit administration.

The platform provides a powerful tool for annual benefit enrollments and new hire benefit enrollments. Employees will be able to log in to BlueConnect, review their current elections and make any necessary changes to their enrollments. The platform then sends their enrollment data to our benefit vendors, eliminating the need for benefit applications to be faxed or emailed to various vendors. In addition, BlueConnect has the ability to send the data to our payroll system and populate benefit deductions in employee records, reducing or eliminating the need for manual entry.

Please see the attached BlueConnect Agreement. The agreement outlines the core services offered at no additional cost. Add-On Services, such as ACA Reporting, are offered for a fee and could be considered in the future. At this time; however, I am just requesting approval to implement the core services offered under BlueConnect.

RECOMMENDED MOTION: To approve the utilization of BlueConnect, a benefit enrollment platform powered by bswift, effective upon commission approval.

Printed on Recycled paper.

City of Fargo and Blue Cross Blue Shield North Dakota

BlueConnect Technology and Services

March 19, 2018

BlueConnect core technology and services are provided at no cost to client if BCBSND Medical and Dental coverage is offered and ancillary benefits (Voluntary Short Term Disability) are provided through our BCBSND or Noridian Insurance Services, Inc. (NISI) teams. Optional services are available at additional cost to the client (Attachment 1 – 2018 BlueConnect Fee Summary).

There may be instances in which BCBSND reserves the right to either bill monthly costs to the client, remove benefits from the BlueConnect platform, or deactivate BlueConnect services entirely.

- If the client drops BCBSND or NISI benefits
- If the agent of record (AOR) for benefits moves from BCBSND or NISI to a third party
- If additional benefits are added onto the BlueConnect platform that are not through BCBSND or NISI

Technology and Services	Core Services	Add-On Services
Employee Communication Tools • Content library for document, links, and video • Survey tools • Mobile app	√	
Employee Self-Service • Benefits enrollment • Dependent updates • Beneficiary maintenance • Password maintenance	√	
Employer Administration • View employee and benefit history • Customizable fields • Emulate members through impersonation • Terminate, activate Cobra, rehire employees	√	
Reporting and Alerts • Over 100+ standard reports • Ad hoc custom reporting with scheduling capabilities • Set employer/employee alert reports/emails based on specific changes • Dashboards of trending data	√	
Data Transmission • EDI Feeds to carriers able to accept electronic enrollment • Payroll/HRIS integration capabilities	√	
Optional Services (additional cost) • Spanish Language • Decision Support Tools (Best Fit/Ask Emma) • Defined Contribution • Total Compensation • ACA Reporting & Fulfillment		√

_____ _____

Signature **Date**

_____

Title

Attachment 1 – 2018 BlueConnect Fee Summary

Service	Fee	Pricing Basis	Description
BlueConnect Platform			
BlueConnect Platform (if Health,Dental and Voluntary Short Term Disability through BCBSND/NISI)	No Charge	PEPM	Per employee per month
BlueConnect Platform (If no ancillaries through BCBSND/NISI)	$3.00	PEPM	Per employee per month
Optional Add On Costs			
EDI (No charge if Vision and Voluntary Short Term Disability through BCBSND/NISI)	$300/hour	Per Hour	Programming fee for implementation of EDI/Payroll feeds.
Spanish Language Site	$0.35 + $2500 Implementation fee	PEPM	Ability for employees to enroll in Spanish.
Best Fit wo/Claims/Ask Emma	$0.50 +$5000 Implementation fee	PEPM	Ask Emma decision support tool for multiple plan designs.
Defined Contribution	$0.25 + $2500 Implementation fee	PEPM	Defined contribution functionality for multiple plans.
Total Compensation Statements	$0.30 + $2500 Implementation fee	PEPM	Communicate value of compensation and benefits to employees.
Non-standard SSO/API/Web Services Connections	$300/hour	Per Hour	If an existing carrier SSO connection is available through bswift, no charges will be passed to Employer. Talk to your BCBSND representative for options.
ACA Resources Module (2018 reporting year)	$0.30	PEPM	Includes 6055/6056 employee notification and employer reporting support (1094-B/C & 1095-B/C forms).
ACA Manager Module (2018 reporting year)	$0.70 + $5000 Implementation fee	PEPM	Includes 6055/6056 employee notification and employer reporting support (1094-B/C & 1095-B/C forms) as well as stability measurement period determination.
1094 E-filing through third party vendor (for 2017 filing).	$200 per FEIN up to 30 FEINs $150 per FEIN 31+	Per FEIN	1094-B/C electronic e-filing to IRS. E-filing required (for those applicable groups) if utilizing the ACA module.
1095 fulfillment through third party vendor (for 2017 filing)	$1.13	Per Form	1095-B/C fulfillment to employee

CITY OF Fargo

PLANNING AND DEVELOPMENT
200 Third Street North
Fargo, North Dakota 58102
Phone: (701) 241-1474
Fax: (701) 241-1526
E-Mail: planning@FargoND.gov
www.FargoND.gov

(15)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR
KRISTI SYLSKAR, SENIOR COMMUNITY DEVELOPMENT PLANNER

DATE: JULY 26, 2018

RE: NOTICE OF FINDING OF NO SIGNFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

Attached please find the notice used to advertise the HUD monies that the City of Fargo is required to follow for implementation of Community Development Block Grant (CDBG) and HOME funds. The notice indicates the intent of the 2018 federal disbursement that the City of Fargo is expected to receive within the next month.

The notice was published in the Forum newspaper on July 16th, and is now being shared with the City of Fargo Commissioners and the general public in order to confirm any public comments received by July 31st. This notice confirms that the intended and previously approved projects do not cause any environmental concerns and through staff, review confirmed the Finding of No Significant Impact. This notice also confirms the intention to release funds to these activities once the money is received from the federal government.

Recommended Motion: Confirm that no public comments were received and that there is a Finding of No Significant Impact. Also, confirm the request to release these funds for the 2018 HUD program activities.

EQUAL HOUSING OPPORTUNITY

Printed on Recycled paper.

NOTICE OF FINDING OF NO SIGNFICANT IMPACT AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

Date of Publication: July 16, 2018

CITY OF FARGO
200 NORTH 3rd STREET
FARGO, ND 58102
701.241.1474
TDD 701.241.8258

These notices shall satisfy two separate but related procedural requirements for activities to be undertaken by the City of Fargo.

REQUEST FOR RELEASE OF FUNDS

On or after August 1, 2018 the City of Fargo will submit a request to HUD for the release of CDBG and HOME funds under Title I of the Housing and Community Development Act of 1974 (PL-93-383) as amended, to undertake the following projects:

AFFORDABLE HOUSING PROJECTS

- **Housing Rehabilitation** – CDBG ($222,846) and HOME funds ($501,607) will be used to rehabilitate older owner-occupied homes in Fargo for low-to-moderate income households; locations to be determined.
- **Community Housing Development Organization Projects** – HOME funds ($100,000) will be used to assist in the development of 39 units of affordable housing located at 4225 28th Avenue South. The total project cost is estimated at $6.9 million.
- **Special Assessment Assistance** – CDBG funds ($15,000) will be used to assist lower-income households in Fargo with special assessments; locations to be determined.

DOWNTOWN PROJECTS

- **Downtown Slum and Blight Projects** – CDBG funds ($100,000) will be used for projects within the downtown area that will address façade improvements and removal of slum and blighted conditions located in Census Tracts 5.02, 5.01, 6, 7, 8.02, and 8.01.

FACILITIES/CAPITAL

- **Fraser, Ltd. Project** – CDBG funds ($17,850) will be used to support facility upgrades to the common area of an Independent Living Program house, which provides housing for adults with intellectual and developmental disabilities who need assistance with daily living activities, located at 2574 Arrowhead Road South. The total project cost is estimated at $17,850.
- **Rape and Abuse Crisis Center -** CDBG funds ($60,000) will be used to improve the safety/security at the center, located at 720 4th Avenue North and adjoins 315 8th Street North. The total project cost is estimated at $120,000.
- **Rebuilding Together -** CDBG funds ($55,000) will be used to support housing rehab of affordable owner-occupied housing; locations to be determined.

FINDING OF NO SIGNIFICANT IMPACT

The City of Fargo has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 (NEPA) is not required. Additional project information is contained in the Environmental Review Record (ERR) on file at the City of Fargo, Planning and Development Department, 200 3rd Street North, Fargo, ND, and may be examined or copied weekdays 7:45 A.M to 4:30 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the Environmental Review Record to the City of Fargo. All comments received through Tuesday, July 31, 2018 will be considered by the City of Fargo prior to authorizing submission of a request for release of funds. Comments should specify whether they are addressing the Notice of Finding of No Significant Impact or the Notice of Intent to Request Release of Funds.

RELEASE OF FUNDS

The City of Fargo certifies to HUD that Timothy J. Mahoney in his capacity as Mayor consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Fargo to use HUD program funds.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its release of funds and the City of Fargo's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Fargo; (b) the City of Fargo has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to HUD at 1670 Broadway Street, Denver, CO, 80202. Potential objectors should contact HUD to verify the actual last day of the objection period.

Timothy J. Mahoney, Mayor

CITY OF Fargo

PLANNING AND DEVELOPMENT
200 Third Street North
Fargo, North Dakota 58102
Phone: (701) 241-1474
Fax: (701) 241-1526
E-Mail: planning@FargoND.gov
www.FargoND.gov

(16)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JIM GILMOUR, STRATEGIC PLANNING DIRECTOR

DATE: JULY 26, 2018

SUBJECT: BID AWARD FOR PARKING FACILITY RESTORATION

The City of Fargo received two bids for restoration repairs of parking facilities. WGI, the engineer for the project, is recommending award the base bid to Western Specialty Contractors, the low bidder. The engineer did not recommend any of the alternatives.

The recommendation is attached. Bid results were:

Western Specialty Contractors	$486,077.00
Gast Construction	$489,084.82

RECOMMENDED MOTION: Award a contract to Western Specialty Contractors for parking facility restoration repairs for $486,077.00.

Attachment

EQUAL HOUSING OPPORTUNITY

Printed on Recycled paper.

WGI®

July 26, 2018

Mr. James Gilmour
Director of Planning and Development
City of Fargo Planning and Development Department
200 3rd Street N.
Fargo, North Dakota 58102

JGilmour@CityofFargo.com

Re: City of Fargo, Civic Center Ramp, GTC Parking Garage, & Island Park Ramp 2018 Restoration Repairs

Dear Jim:

After our review of the bid submittals we recommend Western Specialty Contractors (Western) bid be selected as the General Contractor for the referenced restoration project for the garage total prices of:

- Civic Center Ramp $238,788.00
- GTC Parking Garage $101,732.00
- Island Park Ramp $145,557.00 (Corrected by adding $2,000)

We do not recommend accepting Alternates.

There were two responsive bids from Western and Gast Construction (Gast). Typically, an effective competition amongst bidders is reflected by receiving at least three bids. However, prices and the engineer's estimate were within 3% of each other, an indication of receiving competitive prices.

There were errors in the bids, reference attached Bid Summary spreadsheet and highlighted yellow cells, with a significant portion of Gast's bid incorrectly multiplying the unit quantity by the unit cost.

There was an error in the bid table, in Section 00 4100, "Bid Forms," the allowance for plumbing work in Island Park Ramp was missing. It was supposed to be $2,000. Western showed a blank, and Gast placed a unit cost multiplying by an unknown unit quantity.

Gast, with our mathematical corrections, was $3,007.82 higher than Western.

Very truly yours,
WGI

Brenndan P. Torres
Project Manager

cc: Bill Mahler

enc. Bid Summary

Bid Tabulation

WGI

Project Name: PARC Garages 2017 Repairs
Project Number: R1-2015-060.25
Date:

= Math Error in Bid or Added work in Engineers Estimate

Civic Center Ramp

Work Item No	Work Item		Unit	Estimated Quantity	Engineering Estimate Unit Price	Engineering Estimate Bid Price	Western Specialty Contractors Unit Price	Western Specialty Contractors Bid Price	Gast Construction Unit Price	Gast Construction Bid Price	
				Engineers Estimate							
Division 0 & 1 - Procurement & General Requirements											
1.1A	Project Mobilization	Divisions 0 & 1	LS	1	$ 15,000.00	$ 15,000.00	$ 34,740.00	$ 34,740.00	$ 7,074.00	$ 7,074.00	
1.2A	Project General Requirements	Divisions 0 & 1	LS	1	$ 25,000.00	$ 25,000.00	$ 10,145.00	$ 10,145.00	$ 41,904.00	$ 41,904.00	
1.3A	Mount Existing Accessible Space Sign	Drawing Plans			INCIDENTAL		INCIDENTAL		INCIDENTAL		
1.4A	Dispose of Metal Plate	Drawing Plans			INCIDENTAL		INCIDENTAL		INCIDENTAL		
1.5A	Remove Bollards	Drawing Plans			INCIDENTAL		INCIDENTAL		INCIDENTAL		
Division 3 - Concrete											
3.1A	PT Slab Floor Repair	2/SR501	SF	12	$ 60.00	$ 720.00	$ 90.00	$ 1,080.00	$ 80.83	$ 969.96	Mathmatical Error
3.2A	Stair Slab Repair	7 & 8/SR501	LS	1	$ 2,490.00	$ 2,490.00	$ 1,500.00	$ 1,500.00	$ 674.00	$ 674.00	
3.3A	Curb & Walk Repair	11/SR501	SF	60	$ 55.00	$ 3,300.00	$ 123.00	$ 7,380.00	$ 87.52	$ 5,251.20	Mathmatical Error
3.4A	Haunch Repair	9/SR501	EA	2	$ 250.00	$ 500.00	$ 467.00	$ 934.00	$ 309.00	$ 618.00	
3.5A	Reinforcement, Shallow Cover Repair	12/SR501	LS	1	$ 400.00	$ 400.00	$ 1,285.00	$ 1,285.00	$ 1,347.00	$ 1,347.00	
Division 4 - Masonry											
4.1A	Cast Masonry Unit Repair	13 & 14/SR501	SF	10	$ 90.00	$ 900.00	$ 58.00	$ 580.00	$ 56.10	$ 561.00	
4.2A	Cast Masonry Unit Tuckpointing Repair	13 & 14/SR501	SF	5	$ 25.00	$ 125.00	$ 89.00	$ 445.00	$ 28.20	$ 141.00	
Division 5 - Metals											
5.1A	Bollard Traffic Barrier Installation	15/SR501	EA	12	$ 900.00	$ 10,800.00	$ 269.00	$ 3,228.00	$ 387.08	$ 4,644.96	Mathmatical Error
5.2A	Sheet Metal Down Spout Replacement	G. Notes Div. 5	EA	2	$ 222.50	$ 445.00	$ 917.00	$ 1,834.00	$ 335.50	$ 671.00	
Division 6 - Wood											
6..1A	Wood Barrier Rail Replacement	G. Notes Div. 6	EA	2	$ 250.00	$ 500.00	$ 462.00	$ 924.00	$ 1,010.00	$ 2,020.00	
Division 7 - Thermal & Moisture Protection											
7.1A	Construction & Tool Joint Sealant Replacement	1 & 2/SR511	LF	1,450	$ 4.00	$ 5,800.00	$ 10.30	$ 14,935.00	$ 7.85	$ 11,382.50	Mathmatical Error
7.2A	Cove Joint Sealant Replacement	3 & 4/SR511	LF	1,800	$ 4.50	$ 8,100.00	$ 6.50	$ 11,700.00	$ 7.01	$ 12,618.00	Mathmatical Error
7.3A	Vertical Joint Sealant Replacement	5/SR511	LF	500	$ 4.90	$ 2,450.00	$ 7.60	$ 3,800.00	$ 12.34	$ 6,170.00	Mathmatical Error
7.4A	Joint at Floor Drains, Rout & Seal	6/SR511	EA	6	$ 10.00	$ 60.00	$ 54.00	$ 324.00	$ 38.50	$ 231.00	
7.5A	Cracks, Route and Seal	1 & 2/SR511	LF	100	$ 4.90	$ 490.00	$ 8.60	$ 860.00	$ 8.98	$ 898.00	
7.6A	Deck Coating Recoat	7 to 10/SR511	SF	13,600	$ 4.40	$ 59,840.00	$ 2.50	$ 34,000.00	$ 4.49	$ 61,064.00	Mathmatical Error
7.7A	Deck Coating, Solvent Free Epoxy Heavy Duty System	7 to 10/SR511	SF	2,070	$ 4.50	$ 9,315.00	$ 5.80	$ 12,006.00	$ 6.73	$ 13,931.10	Mathmatical Error
7.8A	Deck Coating Base Coat Repair	7 to 10/SR511	SF	360	$ 2.50	$ 900.00	$ 6.90	$ 2,484.00	$ 6.73	$ 2,422.80	Mathmatical Error
7.9A	Roof Waterproofing Access & Review	G. Notes Div. 7	LS	1	$ 700.00	$ 700.00	$ 740.00	$ 740.00	$ 842.00	$ 842.00	
7.10A	Roof Waterproofing Allowance	01 2100	Allow.	1	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	
7.11A	Concrete Surface Silane Sealer	07 1900	SF	70,000	$ 0.70	$ 49,000.00	$ 0.50	$ 35,000.00	$ 0.50	$ 35,000.00	Mathmatical Error
7.12A	Expansion Joint - Multicell Gland/Elastormeric Nosing	11 & 12/SR511	LF	180	$ 160.00	$ 28,800.00	$ 105.00	$ 18,900.00	$ 182.32	$ 32,817.60	
7.13A	Isolation Joint Silicone Sealant Replacement (at CMU)	14/SR511	LF	310	$ 16.50	$ 5,115.00	$ 11.00	$ 3,410.00	$ 8.98	$ 2,783.80	Mathmatical Error
Division 8 - Openings											
8.1A	Door & Frame Replacement	G. Notes Div. 8	EA	1	$ 5,900.00	$ 5,900.00	$ 5,625.00	$ 5,625.00	$ 3,366.00	$ 3,366.00	
Division 9 - Paint											
9.1A	Paint Metal Bollards	G. Notes Div. 9	EA	45	$ 50.00	$ 2,250.00	$ 66.00	$ 2,970.00	$ 48.53	$ 2,183.85	Mathmatical Error
9.2A	Paint Metal Handrail Assembly	G. Notes Div. 9	EA	3	$ 600.00	$ 1,800.00	$ 1,210.00	$ 3,630.00	$ 561.00	$ 1,683.00	
9.3A	Paint Metal Angle Slab Support	G. Notes Div. 9	EA	6	$ 400.00	$ 2,400.00	$ 268.00	$ 1,608.00	$ 202.00	$ 1,212.00	
Division 22 - Plumbing											
22.1A	Clean and Test Storm Drain System	G. Notes Div. 22	LS	1	$ 4,000.00	$ 4,000.00	$ 6,470.00	$ 6,470.00	$ 392.70	$ 392.70	Mathmatical Error
22.2A	Floor Drain Maintenance Allowance	01 2100	Allow	1	$ 2,400.00	$ 2,400.00	$ 2,400.00	$ 2,400.00	$ 2,400.00	$ 2,400.00	
22.3A	Floor Drain Grate Replacement	G. Notes Div. 22	EA	2	$ 250.00	$ 500.00	$ 478.00	$ 956.00	$ 561.00	$ 1,122.00	Mathmatical Error
Division 32 - Exterior Improvements											
32.1A	Pavement Markings Painting	32 1723	LS	1	$ 9,000.00	$ 9,000.00	$ 6,975.00	$ 6,975.00	$ 5,610.00	$ 5,610.00	
Miscellaneous Construction											
M.1A	Architectural Stucco Repair	G. Notes Div. 9	SF	10	$ 100.00	$ 1,000.00	$ 92.00	$ 920.00	$ 112.20	$ 1,122.00	
	Total Construction Cost					**$ 265,000.00**		**$ 238,788.00**		**$ 270,128.47**	
									Contractors Total	**$ 274,548.00**	Mathmatical Error

GTC Parking Garage

			Engineers Estimate								
Division 0 & 1 - Procurement & General Requirements											
1.1 Project Mobilization	Divisions 0 & 1	LS	1	$ 6,000.00	$ 6,000.00	$ 13,260.00	$ 13,260.00	$ 7,134.00	$ 7,134.00		
1.2 Project General Requirements	Divisions 0 & 1	LS	1	$ 12,000.00	$ 12,000.00	$ 2,378.00	$ 2,378.00	$ 14,144.00	$ 14,144.00		
Division 3 - Concrete											
3.1C Wall Repair	5/SR501	SF	6	$ 100.00	$ 600.00	$ 272.00	$ 1,632.00	$ 92.50	$ 555.00		
3.1C Wall & Beam Repair	6/SR501	LS	1	$ 2,000.00	$ 2,000.00	$ 4,137.00	$ 4,137.00	$ 4,347.00	$ 4,347.00		
3.2C Slab-on-Grade Repair	2/SR501	SF	50	$ 30.00	$ 1,500.00	$ 107.00	$ 5,350.00	$ 85.62	$ 4,281.00		
3.3C Slab-on-Grade Replacement	G. Notes Div. 3	LS	1	$ 16,500.00	$ 16,500.00	$ 63,840.00	$ 63,840.00	$ 48,010.00	$ 48,010.00		
3.5C Wall Crack, Chemical Grout Injection	G. Notes Div. 3	LF	15	$ 100.00	$ 1,500.00	$ 56.00	$ 952.00	$ 90.18	$ 1,352.70	Mathmatical Error	
Division 5 - Metals											
5.1A Bollard Traffic Barrier Installation	15/SR501	EA	3	$ 900.00	$ 2,700.00	$ 269.00	$ 807.00	$ 515.00	$ 1,545.00		
Division 7 - Waterproofing											
7.1C Vertical Joint Sealant Installation (Interior) (CMU)	5/SR511	LF	10	$ 10.00	$ 100.00	$ 17.00	$ 170.00	$ 13.60	$ 136.00		
Division 22 - Plumbing											
22.1C Clean and Test Storm Drain System	G. Notes Div. 22	LS	1	$ 2,000.00	$ 2,000.00	$ 3,250.00	$ 3,250.00	$ 2,817.00	$ 2,817.00		
22.2C Trench Drain Replacement (8' Long)	G. Notes Div. 22	EA	2	$ 4,000.00	$ 8,000.00	$ 2,443.00	$ 4,886.00	$ 789.00	$ 1,578.00		
Miscellanuous											
M.1C Façade - Metal Paneling Reconstruction	G. Notes Div. 5	EA	2	$ 900.00	$ 1,800.00	$ 535.00	$ 1,070.00	$ 2,084.50	$ 4,169.00		
Total Construction Cost					$ 54,700.00		$ 101,732.00		$ 90,068.70		
								Contractors Total	**$ 90,249.00**	Mathmatical Error	

GTC Parking Garage - Mechanical

			Engineers Estimate								
Division 0 & 1 - Procurement & General Requirements											
1.1 Project Mobilization	Divisions 0 & 1	LS	1	$ 6,000.00	$ 6,000.00				$ -		
1.2 Project General Requirements	Divisions 0 & 1	LS	1	$ 12,000.00	$ 12,000.00				$ -		
Division 23 - Mechanical											
23.1C Repair Ventilation System	M Drawings	LS	1	$ 83,000.00	$ 83,000.00				$ -		
Total Construction Cost					$ 101,000.00		$ -		$ -		

Island Park Ramp

			Engineers Estimate								
Division 0 & 1											
1.1B Project Mobilization	Divisions 0 & 1	LS	1	$ 8,000.00	$ 8,000.00	$ 9,295.00	$ 9,295.00	$ 4,582.00	$ 4,582.00		
1.2B Project General Requirements	Divisions 0 & 1	LS	1	$ 13,000.00	$ 13,000.00	$ 1,620.00	$ 1,620.00	$ 20,376.00	$ 20,376.00		
1.3B Bolt to Metal Façade Installation	Drawing Plans		INCIDENTAL			INCIDENTAL		INCIDENTAL			
Division 3											
3.1B Curb & Walk Repair at Expansion Joint	10/SR501	LF	160	$ 20.00	$ 3,200.00	$ 107.00	$ 17,120.00	$ 13.49	$ 2,158.40		
3.2B Curb & Walk Repair	11/SR501	SF	5	$ 60.00	$ 300.00	$ 133.00	$ 665.00	$ 89.80	$ 449.00	Unreadible unit price	
3.3B Post Tensioned Anchor, Grout Pocket Replacement	G. Notes Div. 3	EA	20	$ 50.00	$ 1,000.00	$ 45.00	$ 900.00	$ 84.35	$ 1,687.00		
Division 5 - Metals											
5.1B Pedestrian Handrail Installation	16/SR501	LS	1	$ 4,500.00	$ 4,500.00	$ 3,592.00	$ 3,592.00	$ 3,183.00	$ 3,183.00		
5.2B Barrier Cable Post Support Restoration	G. Notes Div. 5	EA.	1	$ 1,200.00	$ 1,200.00	$ 2,210.00	$ 2,210.00	$ 2,811.00	$ 2,811.00		
Division 7											
7.1B Construction & Tool Joint Sealant Replacement	1 & 2/SR511	LF	400	$ 4.00	$ 1,600.00	$ 10.30	$ 4,120.00	$ 8.15	$ 3,260.00		
7.2B Cove Joint Sealant Replacement	3 & 4/SR511	LF	1,800	$ 4.50	$ 8,100.00	$ 6.50	$ 11,700.00	$ 7.03	$ 12,654.00		
7.3B Joint at Floor Drains, Route & Seal	6/SR511	EA	10	$ 10.00	$ 100.00	$ 54.00	$ 540.00	$ 27.40	$ 274.00		
7.4B Cracks, Route and Seal	1 & 2/SR511	LF	100	$ 4.00	$ 400.00	$ 8.60	$ 860.00	$ 9.11	$ 911.00		
7.5B Expansion Joint - Precompressed Foam	13/SR511	LF	225	$ 180.00	$ 40,500.00	$ 30.00	$ 6,750.00	$ 30.73	$ 6,914.25		
7.6B Expansion Joint - Cover Plate	07 9500	LS	1	$ 500.00	$ 500.00	$ 7,755.00	$ 7,755.00	$ 24.00	$ 24.00		
7.7B Concrete Surface Silane Sealer	07 1900	SF	120,000	$ 0.65	$ 78,000.00	$ 0.50	$ 60,000.00	$ 0.45	$ 54,000.00		
Division 9											
9.1B Elastomeric Acrylic Coating Application	G. Notes Div. 9	SF	300	$ 2.00	$ 600.00	$ 5.30	$ 1,590.00	$ 7.87	$ 2,361.00		
Division 22 - Plumbing											
22.1B Clean and Test Storm Drain System	G. Notes Div. 22	LS	1	$ 2,000.00	$ 2,000.00	$ 7,500.00	$ 7,500.00	$ 3,935.00	$ 3,935.00	Bid Form Missing $2,000	
22.2B Floor Drain Maintenance Allowance	01 2100	Allow	1	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	$ 2,000.00	Gast had $4.50 for $1,350 Total	
Division 32 - Exterior Improvements											
32.1B Pavement Markings Painting	32 1723	LS	1	$ 8,000.00	$ 8,000.00	$ 7,340.00	$ 7,340.00	$ 7,308.00	$ 7,308.00		
Total Construction Cost					$ 173,000.00		$ 145,557.00		$ 128,887.65		
								Contractors Total	**$ 128,153.00**		

ALTERNATES

Civic Center Ramp

Alternate 1A: Roof Waterproofing Replacement

				Engineers Estimate								
Division 7 - Waterproofing												
7.1A Roof Waterproofing & Flashing/Coping Removal	15/SR511	SF	360	$ 15.00	$ 5,400	$ 54.00	$ 19,440.00	$ 2.04	$ 734.40	Mathmatical Error		
7.2A Roof Polyvinyl (PVC) Waterproofing Application	15/SR511	SF	360	$ 60.00	$ 21,600	$ 27.00	$ 9,720.00	$ 47.96	$ 17,265.60	Mathmatical Error		
7.3A Roof Flashing/Coping Installation	15/SR511	LF	120	$ 20.00	$ 2,400	$ 65.00	$ 7,800.00	$ 13.56	$ 1,627.20	Mathmatical Error		
				Alt. 1A - Roof Waterproofing Total =	$ 29,400.00		$ 36,960.00		$ 19,627.20	Mathmatical Error		

Alternate 2A: Miscellanuous Waterproofing Options

				Engineers Estimate								
Division 7 - Waterproofing												
7.4A Flashing at Expansion Floor Joint Replacement	07 6200	SF	170	$ 20.00	$ 3,400	$ 40.00	$ 6,800.00	$ 36.95	$ 6,281.50	Mathmatical Error		
7.5A Parking Garage Maintenance Spray & Wash	G. Notes Div. 7	SF	105,200	$ 0.10	$ 10,520	$ 0.06	$ 6,312.00	$ 0.06	$ 6,312.00	Mathmatical Error		
				Alt. 2A - Miscellanuous Waterproofing Options Total =	$ 3,400.00		$ 13,112.00		$ 12,593.50	Mathmatical Error		

Alternate 3A: Bollard Sleeves

				Engineers Estimate								
Division 34 - Transportation												
34.1A Bollard Sleeve Installation	G. Notes Div. 34	EA	45	$ 125.00	$ 5,625	$ 135.00	$ 6,075.00	$ 45.20	$ 2,034.00			
				Alt. 3A - Bollard Sleeves Total =	$ 5,625.00		$ 6,075.00		$ 2,034.00			

Alternate 4A: Pre-compressed Foam EJ

				Engineers Estimate								
Division 7 - Waterproofing												
7.6A Expansion Joint - Pre-compressed Foam, Install	13/SR511	LF	180	$ 190.00	$ 34,200	$ 30.00	$ 5,400.00	$ 30.87	$ 5,556.60			
7.7A Expansion Joint - Cover Plate	07 9500	LS	1	$ 1,000.00	$ 1,000	$ 7,755.00	$ 7,755.00	$ 2,373.00	$ 2,373.00			
				Alt. 4A - Pre-Compressed EJ Total =	$ 35,200.00		$ 13,155.00		$ 7,929.60			

Base Bid Total					$492,700.00		$486,077.00		$489,084.82			
Civic Center Base Bid Totals Plus Alternate					$338,625.00		$308,090.00		$312,312.77			

17a

City of Fargo Staff Report			
Title:	Commerce on 12th Fourth Addition	**Date:** **Update:**	11/26/2017 7/16/2018
Location:	1310, 1330, 1350, 1370, and 1390 55th Street North	**Staff Contact:**	Barrett Voigt
Legal Description:	Lots 1-5, Block 1, Commerce on 12th Second Addition		
Owner(s)/Applicant:	Fargo Commercial Properties, LLC/Nate Vollmuth	**Engineer:**	Ulteig
Entitlements Requested:	**Minor Subdivision** (Replat all of Block 1, Commerce on 12th Second Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: July 30, 2018		

Existing	Proposed
Land Use: Vacant	**Land Use:** Industrial Warehouse
Zoning: LI, Limited Industrial	**Zoning:** No Change
Uses Allowed: Colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self-storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation.	**Uses Allowed:** No Change
Maximum Lot Coverage Allowed: 85%	**Maximum Lot Coverage Allowed:** No Change

Proposal:

The applicant is seeking approval of a minor subdivision, entitled **Commerce on 12th Fourth Addition,** which is a replat of all Block 1, Commerce on 12th Second Addition. The subject properties are located at 1310, 1330, 1350, 1370, and 1390 55th Street North (encompasses approximately 7.25 acres). The applicant is proposing a four (4) Lot, one (1) Block minor subdivision to accommodate for future development and ensure the provision of public utilities.

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

Surrounding Land Uses and Zoning Districts:

- North: LI, Limited Industrial with vacant land use;
- East: LI, Limited Industrial with vacant land use;
- South: LI, Limited Industrial with vacant land use;
- West: LI, Limited Industrial with vacant land use

Area Plans:

The subject properties are located within the 2007 Tier 1 Northeast Growth Plan. According to the plan, this property is most suitable for "Industrial Area" land use.

- Agricultural Research
- Commercial Area
- Existing Park
- Future School
- Industrial Area
- Proposed Park
- Residential Area - lower to medium denisty
- Residential Area - medium to high density
- Residential Area - rural

Schools and Parks:

Schools: The subject properties are located within the West Fargo School District and are served by L. E. Berger Elementary, Cheney Middle and West Fargo High schools.

Neighborhood: The subject properties are not located in an area where a neighborhood designation has been identified.

Parks: Viola Eid Park, Village West Dog Park, and Village West Park are located approximately 2 miles south of the subject properties. Viola Eid Park provides picnic table, playground, and recreational trails amenities. Village West Park and Dog Park provides basketball, dog park, multipurpose field, outdoor skating/warming house, picnic table, and playground amenities.

Pedestrian / Bicycle: Off–road bike facilities are located less than a mile east of the subject properties. These facilities are a component of the metro area trail system.

Staff Analysis:

Minor Subdivision

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The subdivision is intended to replat all of Block 1, Commerce on 12th Second Addition into four Lots and one Block to accommodate future development and ensure a connection to public utilities. In accordance with § 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.
   (Criteria Satisfied)

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.
   (Criteria Satisfied)

Planning Commission Recommendation: December 5, 2017

On December 5, 2017 with a 5-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Commerce on 12th Fourth Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code.

Staff Recommendation

Suggested Motion: "To accept the findings and recommendations of staff and the Planning Commission hereby move to approve of the proposed subdivision plat, **Commerce on 12th Fourth Addition** as outlined in the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code."

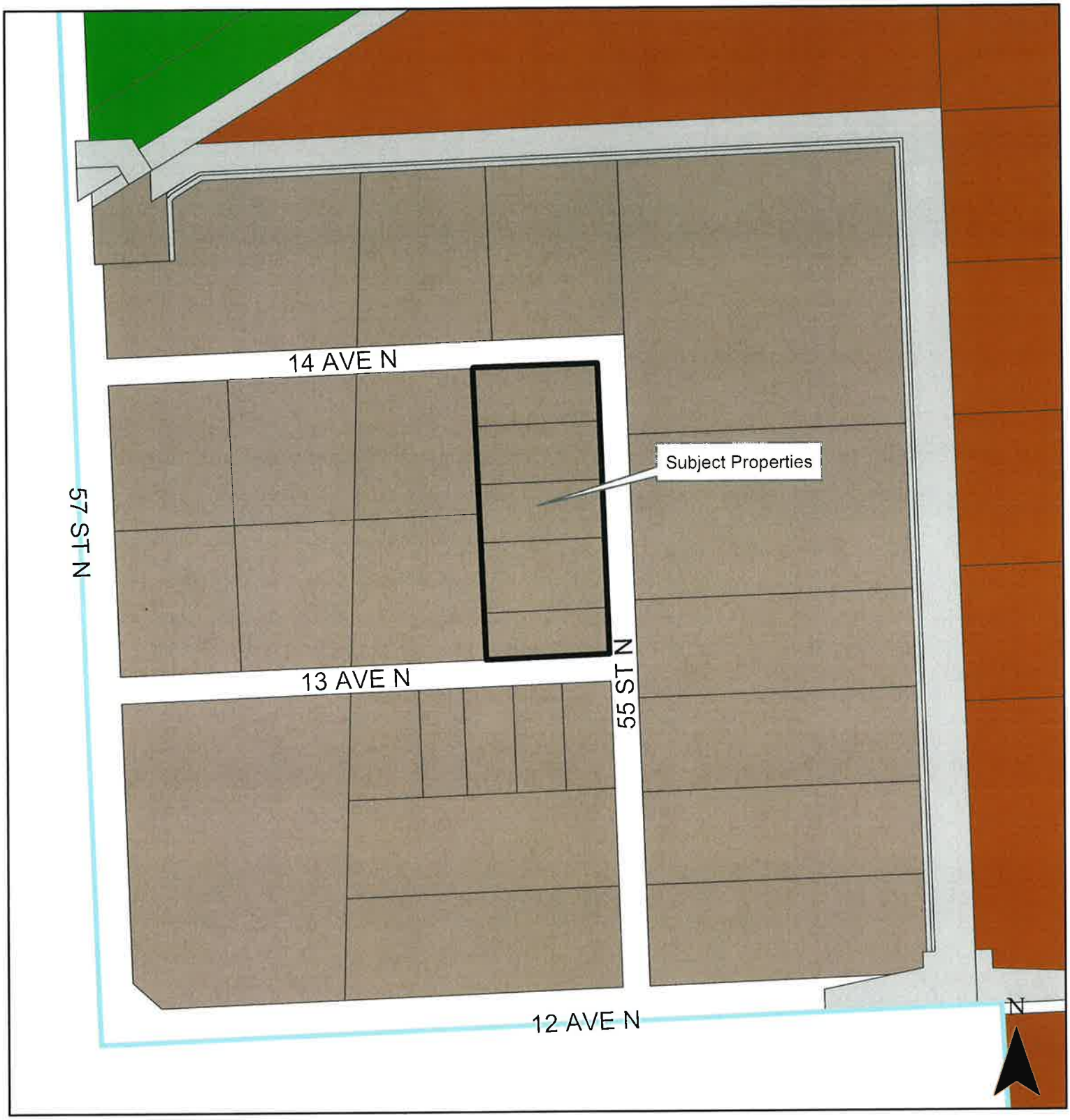
Attachments:

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

Plat (Minor)

Commerce on 12th Fourth Addition

1310 - 1390 55th Street North



THE CITY OF Fargo FAR MORE

AG, DMU, GC, GI, GO, LC, LI, MR-1, MR-2, MR-3, MHP, NCI, NO, P/I, UMU, SR-1, SR-2, SR-3, SR-4, SR-5

300 Feet

Fargo City Commission
July 30, 2018

Plat (Minor)

Commerce on 12th Fourth Addition

1310 - 1390 55th Street North

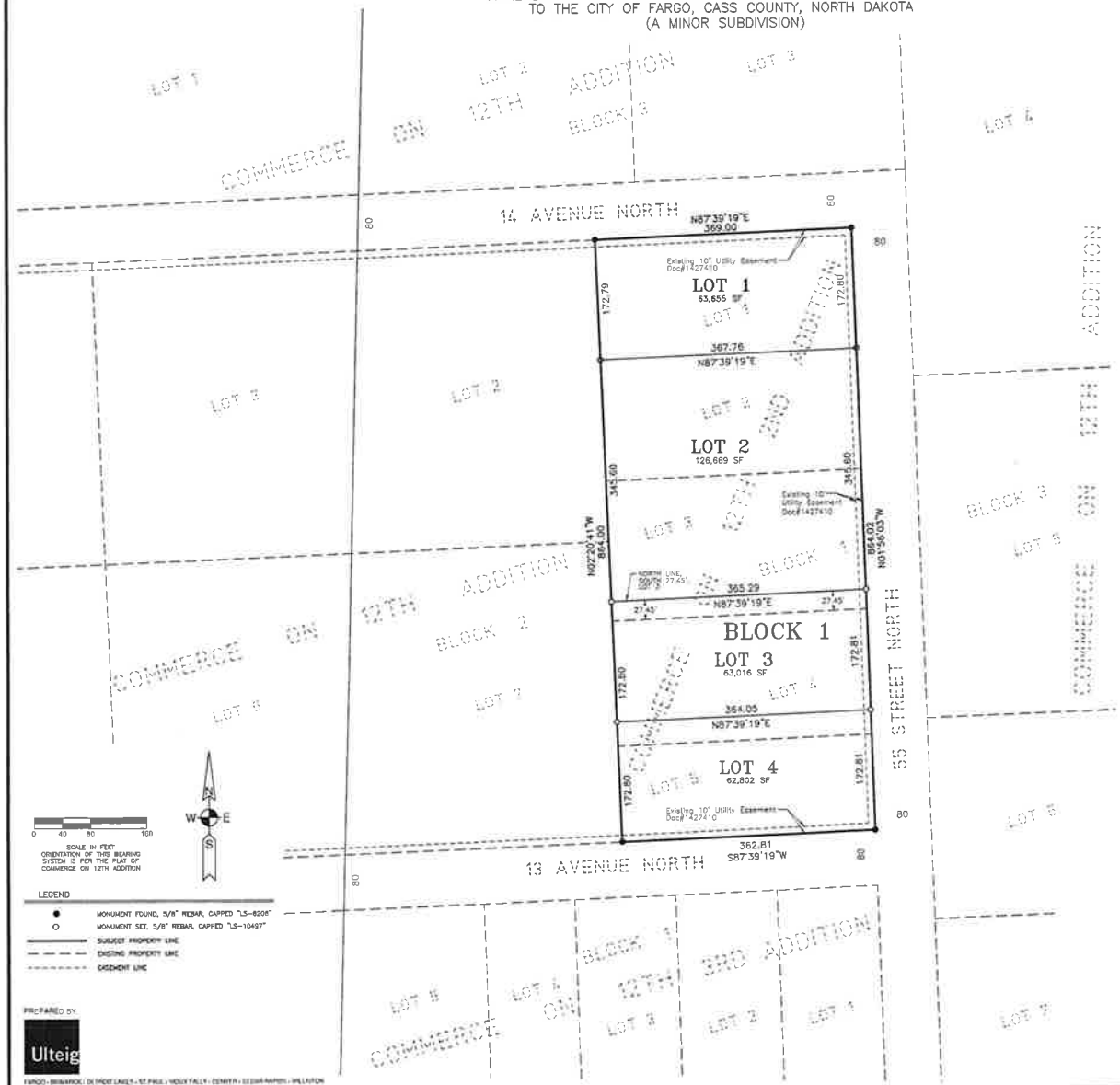
THE CITY OF Fargo FAR MORE

300 Feet

Fargo City Commission
July 30, 2018

COMMERCE ON 12TH FOURTH ADDITION

A REPLAT OF BLOCK 1 OF COMMERCE ON 12TH SECOND ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
(A MINOR SUBDIVISION)



LEGEND

- ● MONUMENT FOUND, 5/8" REBAR, CAPPED "LS-8206"
- ○ MONUMENT SET, 5/8" REBAR, CAPPED "LS-10497"
- SUBJECT PROPERTY LINE
- EXISTING PROPERTY LINE
- EASEMENT LINE

PREPARED BY

Ulteig

FARGO • BISMARCK • DETROIT LAKES • ST. PAUL • SIOUX FALLS • DENVER • CEDAR RAPIDS • WILLISTON

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Fargo Commercial Properties, LLC a North Dakota Limited Liability Company whose address is Fargo, North Dakota, as owner of a parcel of land located in the Southwest Quarter of Section 33, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more particularly described as follows:

Lots One and Ten, AND Lot Three, LESS the South 27.5 feet thereof, Block One of COMMERCE ON 12TH SECOND ADDITION to the City of Fargo, according to the recorded plat thereof on file in the office of the County Recorder, Cass County, North Dakota

AND That Swanson Properties, LLC whose address is Fargo, North Dakota as owner of a parcel of land located in the South west Quarter of Section 33, Township 140 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more particularly described as follows:

South 27.5 feet of Lot Three, AND Lots Four and Five, Block One of COMMERCE ON 12TH SECOND ADDITION to the City of Fargo, according to the record plat thereof on file in the office of the County Recorder, Cass County, North Dakota.

Containing 7.256 acres or 316,141 square feet more or less

Said owners have caused the above described tract of land to be surveyed and platted as "COMMERCE ON 12TH FOURTH ADDITION" to the City of Fargo, Cass County, North Dakota

OWNER LOTS 1 & 2: Fargo Commercial Properties, LLC

By: _____
Kevin Christianson, President

State of North Dakota }
County of Cass } SS

On this _____ day of _____, in the year of 2017, before me, a notary public with and for said County, personally appeared Kevin Christianson, President, Fargo Commercial Properties, LLC known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

_____
Notary Public

OWNER LOTS 3 & 4: Swanson Properties, LLC

By: _____
, President

State of North Dakota }
County of Cass } SS

On this _____ day of _____, in the year of 2017, before me, a notary public with and for said County, personally appeared , President, Swanson Properties, LLC known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

_____
Notary Public

MORTGAGE HOLDER LOTS 1 & 2:
Western State Bank

By: _____
Mike Bennsch, President

State of North Dakota }
County of Cass } SS

On this _____ day of _____, in the year of 2017, before me, a notary public with and for said County, personally appeared Mike Bennsch, President, Western State Bank known to me to be the person who is described in and who executed the within instrument and acknowledged to me that he executed the same.

_____
Notary Public

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGMENT

I, Christopher Blake Sexton, Registered Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a correct representation of the survey, that all distances shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown and that the outside boundary lines are correctly designated on the plat.

_____
Christopher Blake Sexton, Professional Land Surveyor
North Dakota License No. LS-10497

State of North Dakota }
County of Cass } SS

On this _____ day of _____, 2017, before me, a notary public with and for said County, personally appeared Christopher Blake Sexton, to me known to be the person described in and who executed the same as a free act and deed.

_____
Notary Public

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this _____ day of _____, 2017.

_____
Mark H. Bittner, City Engineer

State of North Dakota }
County of Cass } SS

On this _____ day of _____, 2017, before me, a notary public with and for said County, personally appeared Mark H. Bittner, City Engineer, to me known to be the person described in and who executed the same as a free act and deed.

_____
Notary Public

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planning Commission this _____ day of _____, 2017.

_____
Shara Fischer, Planning Commission Chair

State of North Dakota }
County of Cass } SS

On this _____ day of _____, 2017, before me, a notary public with and for said County, personally appeared Shara Fischer, Planning Commission Chair, to me known to be the person described in and who executed the same as a free act and deed.

_____
Notary Public

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 2017.

_____
Timothy J. Mahoney, Mayor

Attest: _____
Steven Sprague, City Auditor

State of North Dakota }
County of Cass } SS

On this _____ day of _____, 2017, before me, a notary public with and for said County, personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor, to me known to be the persons described in and who executed the same as a free act and deed.

_____
Notary Public

PRELIMINARY

HCS 10/16/2017 17-0723-P.dwg

176

City of Fargo Staff Report			
Title:	Simonson Companies First Addition	**Date:** **Update:**	6/26/18 7/26/18
Location:	5237 38th Street South and 3825 53rd Avenue South	**Staff Contact:**	Barrett Voigt
Legal Description:	Lots 1 and 2, Block 1, Simonson First Addition		
Owner(s)/Applicant:	Arch Simonson/Lowry Engineering	**Engineer:**	Lowry Engineering
Entitlements Requested:	**Minor Subdivision** (Replat of Lot 2, Block 1, The District of Fargo Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: July 30, 2018		

Existing	Proposed
Land Use: Vacant Land	**Land Use:** Retail, Sales, and Service
Zoning: LC, Limited Commercial, with a C-O, Conditional Overlay (4634)	**Zoning:** No Change
Uses Allowed: Colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs, commercial parking, retail sales and service, self–service storage, vehicle repair, limited vehicle service	**Uses Allowed:** No Change
Maximum Lot Coverage Allowed: 55% building coverage	**Maximum Lot Coverage Allowed:** No Change

Proposal:

The applicant is seeking approval of a minor subdivision, entitled **Simonson Companies First Addition** with the intent to change the name on the Simonson First Addition minor subdivision plat. Simonson Companies First Addition will be a replat of Lot 2, Block 1, The District of Fargo Addition. The subject properties are located at 5237 38th Street South and 3825 53rd Avenue South and encompasses approximately 3.28 acres.

Background: Simonson First Addition was a replat of Lot 2, Block 1, The District of Fargo Addition that

was approved by the Planning Commission on February 6, 2018 and the City Commission on May 21, 2018. The minor subdivision plat was recorded on June 12, 2018.

On June 12, 2018, the Cass County Recorder's Office informed the Planning and Development Department that the name on the plat was similar to the title of Simonson's First Addition that was platted in 1994 and that the proposed Simonson First Addition name would create a lot of challenges for the Recorder's Office in the future.

Staff discussed the issue with the Engineering Department, Recorder's Office and City Attorney and determined that a vacation and replat would be needed to rename the plat.

Therefore, the current legal description of the properties is Simonson First Addition. However, it is the intention of the applicant to vacate Simonson First Addition by recorded affidavit before Simonson Companies First Addition is recorded.

Between February and June 2018, changes have occurred in regards to city staff positions and legal descriptions to surrounding land areas. Therefore, differences between Simonson First Addition plat and the proposed Simonson Companies plat are the following:

1. Title change and text changes from "Simonson First Addition" to "Simonson Companies First Addition"
2. City Engineer name change from "Mark H. Bittner" to "Brenda E. Derrig"
3. Change of legal description of the property east of the subject property from "The District of Fargo Addition Lot 1 Block 6" to "The District of Fargo 3rd Addition Lot 1 Block 1."

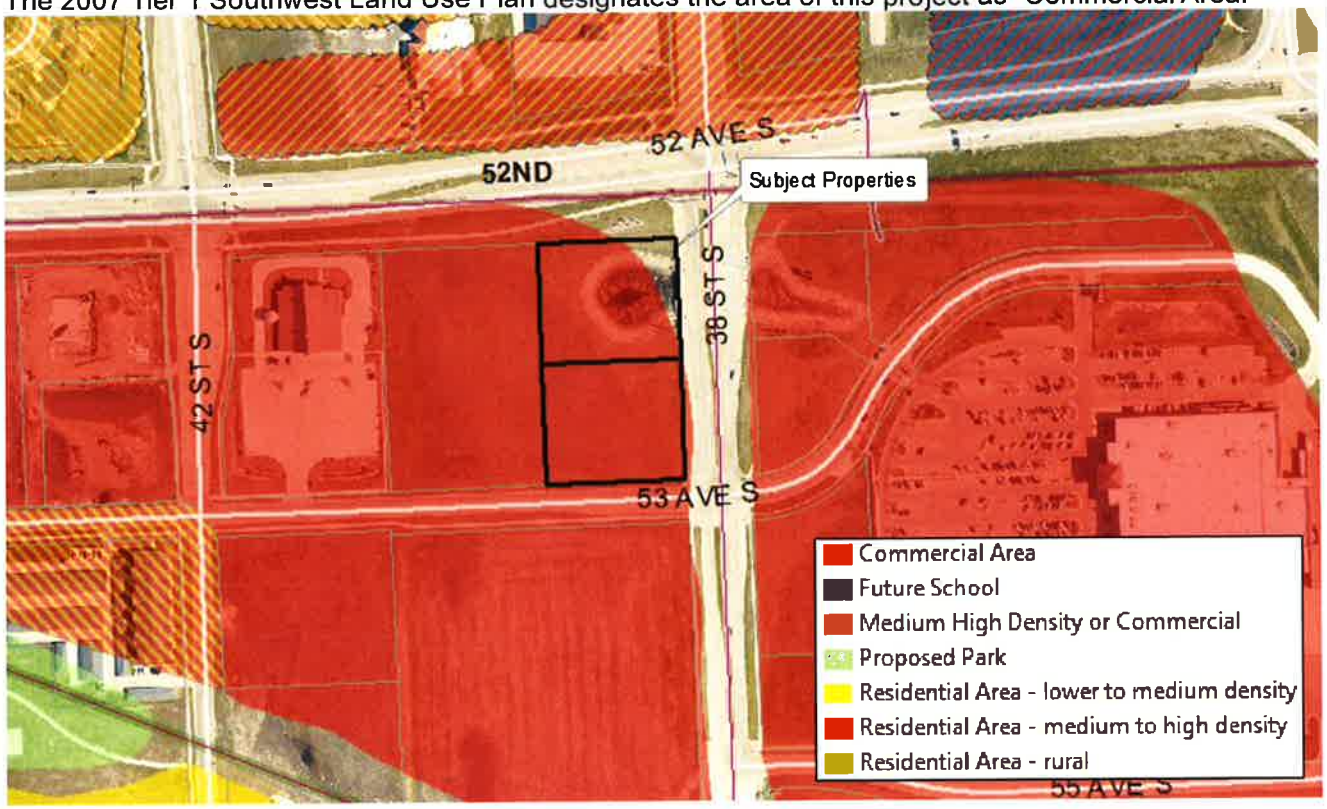
This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.

Surrounding Land Uses and Zoning Districts:

- North: Across 52nd Avenue South; GC, General Commercial with financial services use
- East: Across 38th Street South; LC, Limited Commercial with anticipated retail, sales, and service use
- South: Across 53rd Street South; LC, Limited Commercial with vacant land use
- West: LC, Limited Commercial with vacant land use

Area Plans:

The 2007 Tier 1 Southwest Land Use Plan designates the area of this project as "Commercial Area."



Schools and Parks:

Schools: The subject properties are located within the Fargo Public School District and is served by Kennedy Elementary, Discovery Middle, and Davies High Schools.

Neighborhood: The subject properties are located in The District Neighborhood.

Parks: The Pines Park (5371 42nd Street S) is located less than a quarter (.25) mile southwest of the subject properties and offers the amenities of baseball/softball field, playground, recreational trails, and a shelter.

Pedestrian / Bicycle: There are off-road bike facilities located along 52nd Avenue South that are a component of the metro area bikeway system.

Staff Analysis:

Minor Subdivision

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The subdivision is intended to rename Simonson First Addition into Simonson Companies First Addition to provide relief to the Cass County Recorder's Office. In accordance with §20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject properties. To date, staff has not received comments.

   Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.
   (Criteria Satisfied)

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be allocated by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.
   (Criteria Satisfied)

Planning Commission Recommendation: July 3, 2018

On July 3, 2018 with a 8-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Simonson Companies First Addition** as outlined within the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code.

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of staff and the Planning Commission hereby move to approve of the proposed subdivision plat, **Simonson Companies First Addition** as outlined in the staff report, as the proposal complies with the adopted Area Plan, the standards of Article 20-06, and all other applicable requirements of the Land Development Code."

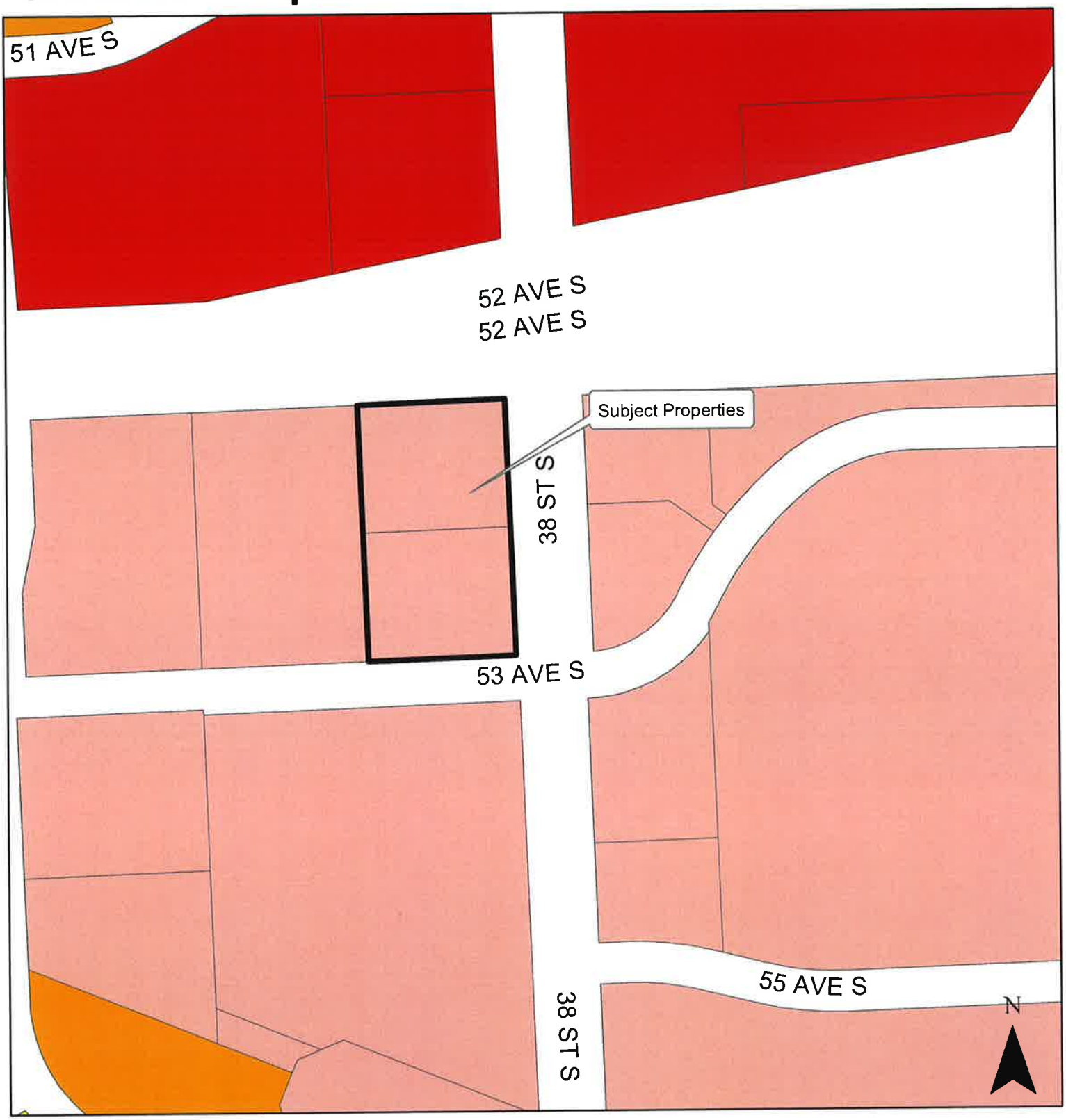
Attachments:

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

Plat (Minor)

Simonson Companies First Addition

5237 38th Street South &
3825 53rd Avenue South



THE CITY OF Fargo FAR MORE

AG, DMU, GC, GI, GO, LC, LI, MR-1, MR-2, MR-3, MHP, NCI, NO, P/I, UMU, SR-1, SR-2, SR-3, SR-4, SR-5

300 Feet

Fargo City Commission
July 30, 2018

Plat (Minor)

Simonson Companies First Addition

5237 38th Street South &
3825 53rd Avenue South

THE CITY OF Fargo FAR MORE

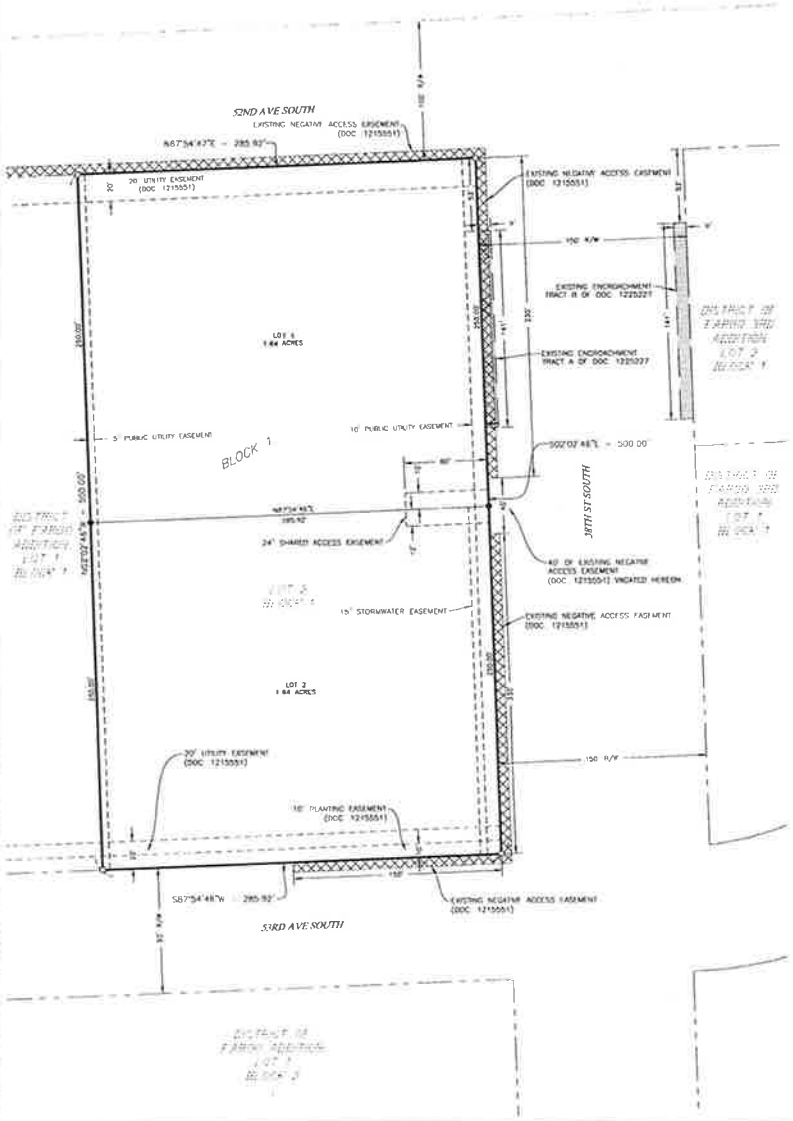
300 Feet

Fargo City Commission
July 30, 2018

A MINOR SUBDIVISION PLAT OF

SIMONSON COMPANIES FIRST ADDITION

A REPLAT OF LOT 2, BLOCK 1, THE DISTRICT OF FARGO ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT SIMONSON COMPANIES, LLC ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF SIMONSON COMPANIES FIRST ADDITION, A TRACT OF LAND LOCATED IN THE NORTHEAST QUARTER OF SECTION 3, TOWNSHIP 138 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN CASS COUNTY, NORTH DAKOTA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A REPLAT OF LOT 2, BLOCK 1 OF THE DISTRICT OF FARGO ADDITION

SAID TRACT OF LAND CONTAINS 3.28 ACRES, MORE OR LESS, TOGETHER WITH EASEMENTS AND RIGHTS OF WAY OF RECORD

SAID OWNERS HAVE CAUSED THE ABOVE DESCRIBED TRACT OF LAND TO BE SURVEYED AND REPLATTED AS SIMONSON COMPANIES FIRST ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA. SAID OWNERS ALSO HEREBY DEDICATES AND CONVEYS TO THE PUBLIC, FOR PUBLIC USE, ALL PUBLIC UTILITY EASEMENTS AND STORMWATER EASEMENT SHOWN ON SAID PLAT

SIMONSON COMPANIES, LLC

SIMONSON COMPANIES, LLC
BY: ARCH R. SIMONSON
ITS: PRESIDENT

STATE OF NORTH DAKOTA }
COUNTY OF CASS } SS

ON THIS 3rd DAY OF July, 2018, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED ARCH R. SIMONSON, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED

NOTARY PUBLIC, COUNTY CASS STATE NORTH DAKOTA
MY COMMISSION EXPIRES DEC 20, 2021

SAVANNAH HAHN
Notary Public
State of North Dakota
My Commission Expires Dec. 20, 2021

SURVEYORS CERTIFICATE

I, COLE A. NESET, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE SURVEYED AND PLATTED THE PROPERTY DESCRIBED ON THIS PLAT AS SIMONSON COMPANIES FIRST ADDITION, THAT THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY, THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDREDTHS OF A FOOT, THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN, AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED. DATED THIS 3rd DAY OF July, 2018

COLE A. NESET
REGISTERED LAND SURVEYOR
ND REG. NO. 7513

STATE OF North Dakota }
COUNTY OF Cass } SS

ON THIS 3rd DAY OF July, 2018, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED COLE A. NESET, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED

NOTARY PUBLIC, COUNTY Cass STATE North Dakota
MY COMMISSION EXPIRES DEC 20, 2021

SAVANNAH HAHN
Notary Public
State of North Dakota
My Commission Expires Dec. 20, 2021

CITY OF FARGO ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED ON THIS 19th DAY OF July, 2018

BRENDA E. DERRIG
CITY ENGINEER

STATE OF NORTH DAKOTA }
COUNTY OF CASS } SS

ON THIS 19th DAY OF July, 2018, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BRENDA E. DERRIG, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES

KRISTI OLSON
Notary Public
State of North Dakota
My Commission Expires Oct 17, 2019

CITY OF FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS 3rd DAY OF July, 2018

SHARA FISCHER, CHAIR
FARGO PLANNING COMMISSION

STATE OF NORTH DAKOTA }
COUNTY OF CASS } SS

ON THIS 3rd DAY OF July, 2018, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED SHARA FISCHER, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES May 15, 2023

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 15, 2023

FARGO CITY COMMISSION APPROVAL

APPROVED BY THE BOARD OF CITY COMMISSIONERS THIS _____ DAY OF _____, 2018

TIMOTHY J. MAHONEY
MAYOR

STEVE SPRAGUE
CITY AUDITOR

STATE OF NORTH DAKOTA }
COUNTY OF CASS } SS

ON THIS _____ DAY OF _____, 2018, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TIMOTHY J. MAHONEY & STEVE SPRAGUE, TO ME KNOWN TO BE THE PERSON'S DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE ACT AND DEED

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA
MY COMMISSION EXPIRES _____

A NEGATIVE ACCESS EASEMENT IS AN EASEMENT WHICH DENIES DIRECT VEHICULAR ACCESS TO A STREET OR PUBLIC WAY FROM THE LOT OR LOTS ADJACENT TO SUCH STREET OR WAY. THE NEGATIVE ACCESS EASEMENT IS NOT A STRIP OF LAND OF ANY CERTAIN WIDTH, BUT IS A LINE COTERMINOUS WITH THE BOUNDARY OF THE ADJACENT LOT OR LOTS

LEGEND

- ● MONUMENT SET
- O MONUMENT FOUND
- POB POINT OF BEGINNING
- R/W RIGHT OF WAY
- EX. EASEMENT
- EX. PROPERTY LINE
- SECTION LINE
- PROPERTY BOUNDARY LINE
- NEW ROW/PROPERTY LINE
- NEW EASEMENT
- EX. NEGATIVE ACCESS EASEMENT
- EXISTING ENCROACHMENT

BEARING SHOWN BASED ON PLAT OF THE DISTRICT OF FARGO

0 40 80

LOWRY ENGINEERING
1111 WESTRAC DRIVE - SUITE 101
FARGO, NORTH DAKOTA 58103

SHEET 1 OF 1

(17c)

City of Fargo Staff Report			
Title:	Brandt Crossing Fourteenth Addition	**Date:** **Update:**	April 24, 2018 July 24, 2018
Location:	5049 33rd Avenue South and 3274 and 3284 51st Street South	**Staff Contact:**	Kylie Bagley
Legal Description:	Lot 2, Block 1, Brandt Crossing Tenth Addition; Lot 2, Block 1, Brandt Crossing Eleventh Addition; Lot 2, Block 1 Brandt Crossing Twelfth Addition; and Lot 1 and 2, Block 1, Brandt Crossing Thirteenth Addition		
Owner(s)/Applicant:	Brandt Crossing, LLC/Nate Vollmuth	**Engineer:**	Bolton & Menk
Entitlements Requested:	**Minor Subdivision** (Replat of Lot 2, Block 1, Brandt Crossing Tenth Addition; Lot 2, Block 1, Brandt Crossing Eleventh Addition; Lot 2, Block 1 Brandt Crossing Twelfth Addition; and Lot 1 and 2, Block 1, Brandt Crossing Thirteenth Addition)		
Status:	City Commission Public Hearing: July 30, 2018		

Existing	**Proposed**
Land Use: Medical Office and Vacant	**Land Use:** No Change
Zoning: LC, Limited Commercial with a CO, Conditional Overlay 5066 and CO, Conditional Overlay 5079	**Zoning:** No Change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, ~~off premise advertising signs~~, commercial parking, retail sales and service, self-service storage, ~~vehicle repair~~, limited vehicle service.	**Uses Allowed:** No Change
Maximum Lot Coverage Allowed: 55%	**Maximum Lot Coverage Allowed:** No Change

Proposal:

The applicant is seeking approval of a minor subdivision, entitled **Brandt Crossing Fourteenth Addition,** which is a replat of Lot 2, Block 1, Brandt Crossing Tenth Addition; Lot 2, Block 1, Brandt Crossing Eleventh Addition; Lot 2, Block 1 Brandt Crossing Twelfth Addition; and Lot 2, Block 1, Brandt Crossing Thirteenth Addition. The subject property is located at 5049 33rd Avenue South and 3274 and 3284 51st Street South and encompasses approximately 2.30 acres. The applicant is proposing a six (6) lot, one (1) block minor subdivision to accommodate for future development

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

Surrounding Land Uses and Zoning Districts:

- North: LC, Limited Commercial and a CO, Conditional Overlay, with vacant land use
- East: P/I, Public Institutional with park use
- South: P/I, Public Institutional with park use
- West: Across 51st Street South, MR-3, Multi-Dwelling Residential and LC, Limited Commercial with a CO, Conditional Overlay, with Household Living, Multi-Dwelling Structure and Group Living uses

Schools and Parks:

Schools: The subject property is located within the West Fargo School District and is served by Independence

Elementary, Liberty Middle and Sheyenne High schools.

Neighborhood: The subject property is located within the Brandt Crossing neighborhood.

Parks: Brandt Crossing Park (5009 33rd Avenue S) abuts the subject property on the east and offers basketball, dog park, playground, recreational trail, and shelter amenities.

Pedestrian / Bicycle: There are off-road bike facilities located in Brandt Park and along 32nd Avenue South that are components of the metro area bikeways system.

Staff Analysis:

Minor Subdivision

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   The subdivision is intended to replat Lot 2, Block 1, Brandt Crossing Tenth Addition; Lot 2, Block 1, Brandt Crossing Eleventh Addition; Lot 2, Block 1 Brandt Crossing Twelfth Addition; and Lot 2, Block 1, Brandt Crossing Thirteenth Addition into six lots and one block to accommodate future development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has not received any inquiries. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.
   (Criteria Satisfied)

2. **Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.
   (Criteria Satisfied)

Planning Commission Recommendation: June 5, 2018

On June 5, 2018, with a 8-0 vote, the Planning Commission accepted the findings and recommendations of staff and recommended approval to the City Commission of the proposed subdivision plat, **Brandt Crossing Fourteenth Addition** as outlined within the staff report, as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Section 20-0906.F (1-4) and all other applicable requirements of the LDC."

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby approve the proposed subdivision plat, **Brandt Crossing Fourteenth Addition** as outlined within the staff report, as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Article 20-907 and all other applicable requirements of the LDC."

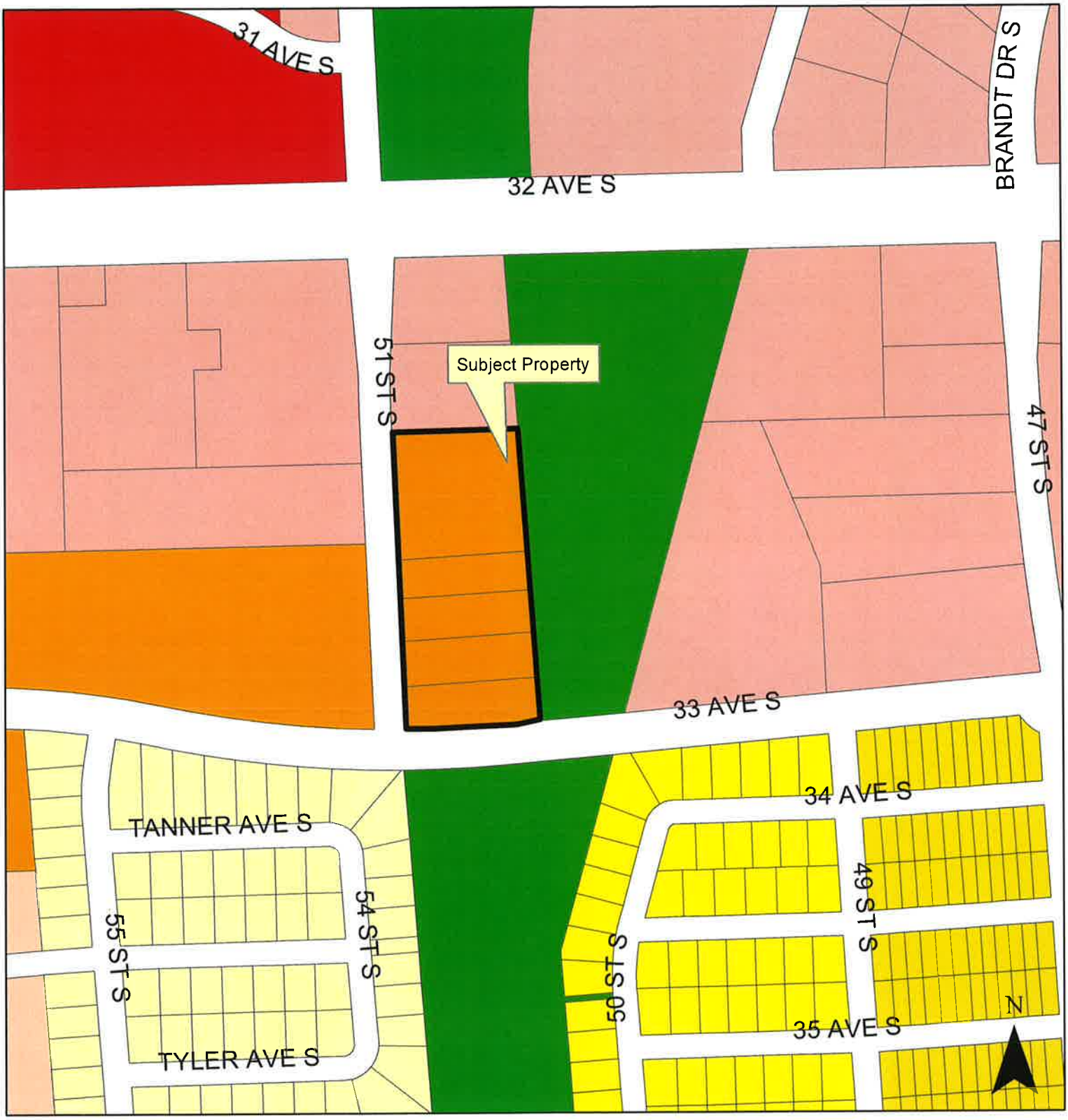
Attachments:

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

Plat (Minor)

Brandt Crossing 14th Addition

5049 33rd Ave S & 3284, 3274
3252 and 3266 51st St S



THE CITY OF Fargo FAR MORE

Legend

AG, LC, MHP, SR-2, DMU, LI, NC, SR-3, GC, MR-1, NO, SR-4, GI, MR-2, P/I, SR-5, GO, MR-3, UMU, City Limits

300 Feet

Fargo Planning Commission
June 5, 2018

Plat (Minor)

Brandt Crossing 14th Addition

5049 33rd Ave S & 3284, 3274
3252 and 3266 51st St S

THE CITY OF Fargo FAR MORE

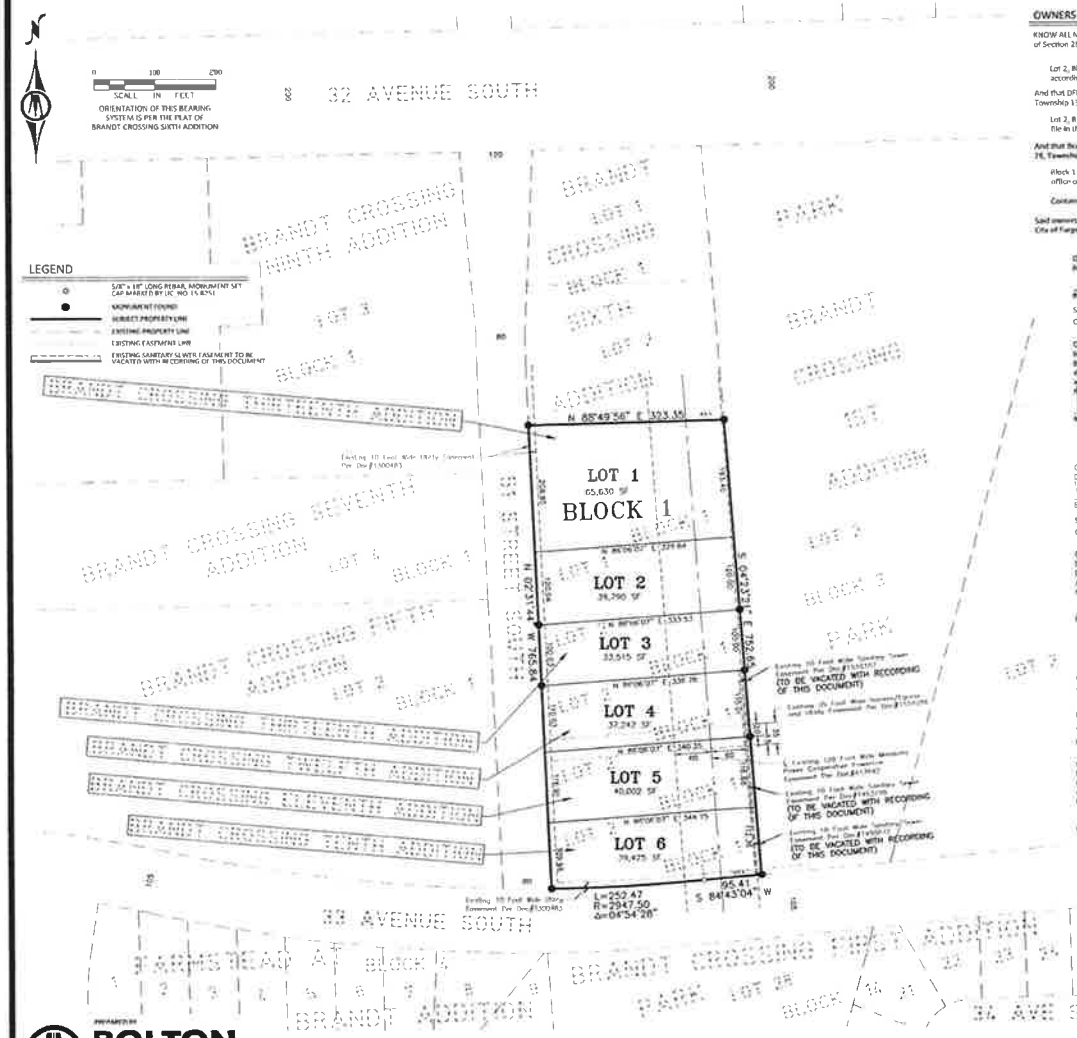
300 Feet

Fargo Planning Commission
June 5, 2018

BRANDT CROSSING FOURTEENTH ADDITION

A REPLAT OF LOT 2, BLOCK 1 OF BRANDT CROSSING TENTH ADDITION, LOT 2, BLOCK 1 OF BRANDT CROSSING ELEVENTH ADDITION, LOT 2, BLOCK 1 OF BRANDT CROSSING TWELFTH ADDITION & BLOCK 1 OF BRANDT CROSSING THIRTEENTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

(A MINOR SUBDIVISION)



PREPARED BY BOLTON & MENK

JUNE 1, 2018

OWNERS DESCRIPTION AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS, That Arrow LLC, a North Dakota Limited Liability Company as owner of a parcel of land located in the Northwest Quarter of Section 28, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more particularly described as follows:

Lot 2, Block 1 of BRANDT CROSSING TENTH ADDITION and Lot 2, Block 1 of BRANDT CROSSING ELEVENTH ADDITION to the City of Fargo according to the record plats thereof on file in the office of the County Recorder, Cass County, North Dakota

And that DFB, LLC, a North Dakota Limited Liability Company as owner of a parcel of land located in the Northwest Quarter of Section 28, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more particularly described as follows

Lot 2, Block 1 of BRANDT CROSSING TWELFTH ADDITION to the City of Fargo according to the record plat thereof on file in the office of the County Recorder, Cass County, North Dakota

And that Brandt Crossing, LLC, a North Dakota Limited Liability Company as owner of a parcel of land located in the Northwest Quarter of Section 28, Township 139 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota, and more particularly described as follows

Block 1 of BRANDT CROSSING THIRTEENTH ADDITION to the City of Fargo according to the record plat thereof on file in the office of the County Recorder, Cass County, North Dakota

Containing 255,604 square feet or 5.868 acres more or less, and subject to a visting easurments, of record

Said owners have caused the above described parcels of land to be surveyed and platted as "BRANDT CROSSING FOURTEENTH ADDITION" to the City of Fargo, Cass County, North Dakota and do hereby vacate the 10 foot wide sanitary sewer easement as shown for vacation on this plat

OWNER LOTS 1, 2 & 3
Brandt Crossing LLC

By: Kevin Christiansen, President

State of North Dakota } ss
County of Cass

On this 4th day of June, in the year 2018 before me personally appeared Kevin Christiansen, President, Brandt Crossing, LLC known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of Brandt Crossing, LLC

Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

MORTGAGE HOLDER LOTS 1, 2 & 3
Cornerstone Bank

By: Jim Hornbeck, Vice President

State of North Dakota } ss
County of Cass

On this 4th day of June, in the year 2018 before me personally appeared Jim Hornbeck, Vice President, Cornerstone Bank known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of Cornerstone Bank

Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

OWNER LOT 4
DFB LLC

By: Melina Erdman, President

State of North Dakota } ss
County of Cass

On this 5th day of June, in the year 2018 before me personally appeared Melina Erdman, President, DFB LLC known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of DFB LLC

Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

MORTGAGE HOLDER LOT 4
Midwest Bank

By: Craig Koerp, Vice President

State of North Dakota } ss
County of Cass

On this 6th day of June, in the year 2018 before me personally appeared Craig Koerp, Vice President, Midwest Bank known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of Midwest Bank

Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

OWNER LOTS 5 & 6
Arrow, LLC

By: Fadel Nammour, Owner

State of North Dakota } ss
County of Cass

On this 6th day of June, in the year 2018 before me personally appeared Fadel Nammour, Owner, Arrow, LLC known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of Arrow LLC

Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

MORTGAGE HOLDER LOTS 5
Wells Fargo Bank, National Association

By: John Sweeney, Business Relationship Manager

State of North Dakota } ss
County of Cass

On this 5th day of June, in the year 2018 before me personally appeared John Sweeney, Business Relationship Manager, Wells Fargo Bank, National Association known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same on behalf of Wells Fargo Bank, National Association

Notary Public

WENDI LAWSON
Notary Public
State of North Dakota
My Commission Expires May 17, 2020

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Gregg Strouing, Registered Professional Land Surveyor under the laws of the State of North Dakota do hereby certify that this plat is a correct representation of the survey, that all dimensions shown are correct and that the monuments for the guidance of future surveys have been located or placed in the ground as shown, and that the outside boundary lines are correctly designated on the plat.

Gregg Strouing, Registered Professional Land Surveyor
North Dakota License Number LS-8291

Date 6/1/2018

State of North Dakota } ss
County of Cass

On this 1st day of JUNE, in the year 2018 before me personally appeared Gregg Strouing, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that he executed the same.

Notary Public

JEFF ZELLINGER
Notary Public
State of North Dakota
My Commission Expires Mar 20, 2022

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL

Approved by City Engineer this 19th day of July, 2018

Brenda E. Derrig, City Engineer

State of North Dakota } ss
County of Cass

On this 19th day of July, in the year 2018 before me personally appeared Brenda E. Derrig, City Engineer known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that she executed the same

Notary Public

KRISTI OLSON
Notary Public
State of North Dakota
My Commission Expires Oct. 17, 2019

CITY OF FARGO PLANNING COMMISSION APPROVAL

Approved by the City of Fargo Planing Commission this 5th day of June, 2018

Shara Fischer, Planning Commission Chair

State of North Dakota } ss
County of Cass

On this 13 day of June, in the year 2018 before me personally appeared Shara Fischer, Planning Commission Chair, known to me to be the person who is described in and who executed the within instrument, and acknowledged to me that she executed the same on behalf of the Fargo Planning Commission

Notary Public

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires Mar. 18, 2023

FARGO CITY COMMISSION APPROVAL

Approved by the Board of City Commissioners and ordered filed this _____ day of _____, 2018

Timothy J. Mahoney, Mayor

Attest: _____
Steven Sprague, City Auditor

County of Cass
State of North Dakota } ss

On this _____ day of _____, in the year 2018 before me personally appeared Timothy J. Mahoney, Mayor, and Steven Sprague, City Auditor known to me to be the persons who are described in and who executed the within instrument, and acknowledged to me that they executed the same on behalf of the City of Fargo

Notary Public

17d

City of Fargo Staff Report			
Title:	MVM Addition	**Date:** **Update:**	12/27/2012 2/28/2018 7/26/2018
Location:	3502 36th Street South	**Staff Contact:**	Donald Kress, planning coordinator
Legal Description:	Lot 1, Block 5 of Replat of Lots 6-17, Block 1; Lots 13 & 14, Block 3; Lots 1-6, Block 4 of Southwood Park		
Owner(s)/Applicant:	Bob Hegg—J&J Investments / Brendan Muldoon—PRG Commercial Real Estate	**Engineer:**	Moore Engineering
Entitlements Requested:	**Minor Plat** (replat of Lot 1, Block 5 of Replat of Lots 6-17, Block 1; Lots 13 & 14, Block 3; Lots 1-6, Block 4 of Southwood Park)		
Status:	City Commission Public Hearing: July 30, 2018		

Existing		Proposed
Land Use: Light manufacturing and vacant		**Land Use:** Light manufacturing (proposed Lot 1); parking lot (proposed Lot 2)
Zoning: LI, Limited Industrial		**Zoning:** No change
Uses Allowed: LI – Limited Industrial. Allows colleges, community service, daycare centers of unlimited size, detention facilities, health care facilities, parks and open space, religious institutions, safety services, adult entertainment centers, offices, off-premise advertising, commercial parking, outdoor recreation and entertainment, retail sales and service, self storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation.		**Uses Allowed:** No change
Maximum Lot Coverage Allowed: 85%		**Maximum Lot Coverage Allowed:** No change

Proposal:

PROJECT HISTORY NOTE: This project is continued from the January 4 and February 6, 2018, Planning Commission meetings.

The applicant requests approval of one entitlement:

1. A plat of the **MVM Addition,** a replat of Lot 1, Block 5 of Replat of Lots 6-17, Block 1; Lots 13 & 14, Block 3; Lots 1-6, Block 4 of Southwood Park, to create two lots for commercial development.

The subject property is located at 3502 36th Street South. The applicant intends to create two lots. Lot 1 lot will contain the existing commercial building. Lot 2 will have no development on it. It is intended to be sold to the adjacent property owner to the east as an additional parking lot. The Engineering Department has advised the applicant that, for storm water purposes, Lot 2 of the MVM Addition along with the parcel

it is developed with, will be looked at as a "common development"; that is, the two adjacent parcels will be considered as one for the purposes of storm water management. Should a parking lot be constructed on the subject parcel, Engineering will want the owner to capture all the storm water from the new construction, and as much as possible from the existing built-up area, for detention and water quality treatment purposes. Engineering is not requiring the existing pavements be removed and replaced for this.

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

Surrounding Land Uses and Zoning Districts:

- North: Auto repair shop with LI zoning
- East: Manufacturing with LI zoning
- South: Retail use (Fleet Farm) with GC, General Commercial zoning
- West: Interstate Highway 29 right of way—ND Department of Transportation

Area Plans:

No area plans apply.

Schools and Parks:

Schools: The subject property is located within the Fargo School District and is served by Centennial Elementary, Discovery Middle, and Davies High schools.

Neighborhood: The subject property is located in the Stonebridge Neighborhood.

Parks: Stonebridge Park #2 (3520 32nd Street S) is located less than 700 feet east of the subject property and provides basketball, multipurpose field, playground, recreational trails, and disc golf amenities.

Pedestrian / Bicycle: There is an off-road bike facility located along 35th Avenue South that is a component of the metro area bikeways system.

Staff Analysis:

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

1. **Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.**
   No area plan applies to this property. The zoning for the project site is LI, Limited Industrial. This zoning will accommodate the proposed limited industrial development. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. No comments have been received. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments and found to meet the standards of Article 20-06 and other applicable requirements of the Land Development Code. **(Criteria Satisfied)**

2. **Section 20-0907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.**
   While this section of the LDC specifically addresses only major subdivision plats, staff believes it is important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles. **(Criteria Satisfied)**

Planning Commission Recommendation: March 6, 2018

On March 6, 2018, by a vote of 6-0 with four Commissioners absent, the Planning Commission voted to accept the findings and recommendations of staff and moved to recommend approval to the City Commission of the proposed proposed plat of the **MVM Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Article 20-06 of the LDC and all other applicable requirements of the LDC."

Staff Recommendation

Suggested Motion: "To accept the findings and recommendations of staff and the Planning Commission and move to approve the proposed plat of the **MVM Addition**, as the proposal complies with the Go2030 Fargo Comprehensive Plan, Standards of Article 20-06 of the LDC and all other applicable requirements of the LDC."

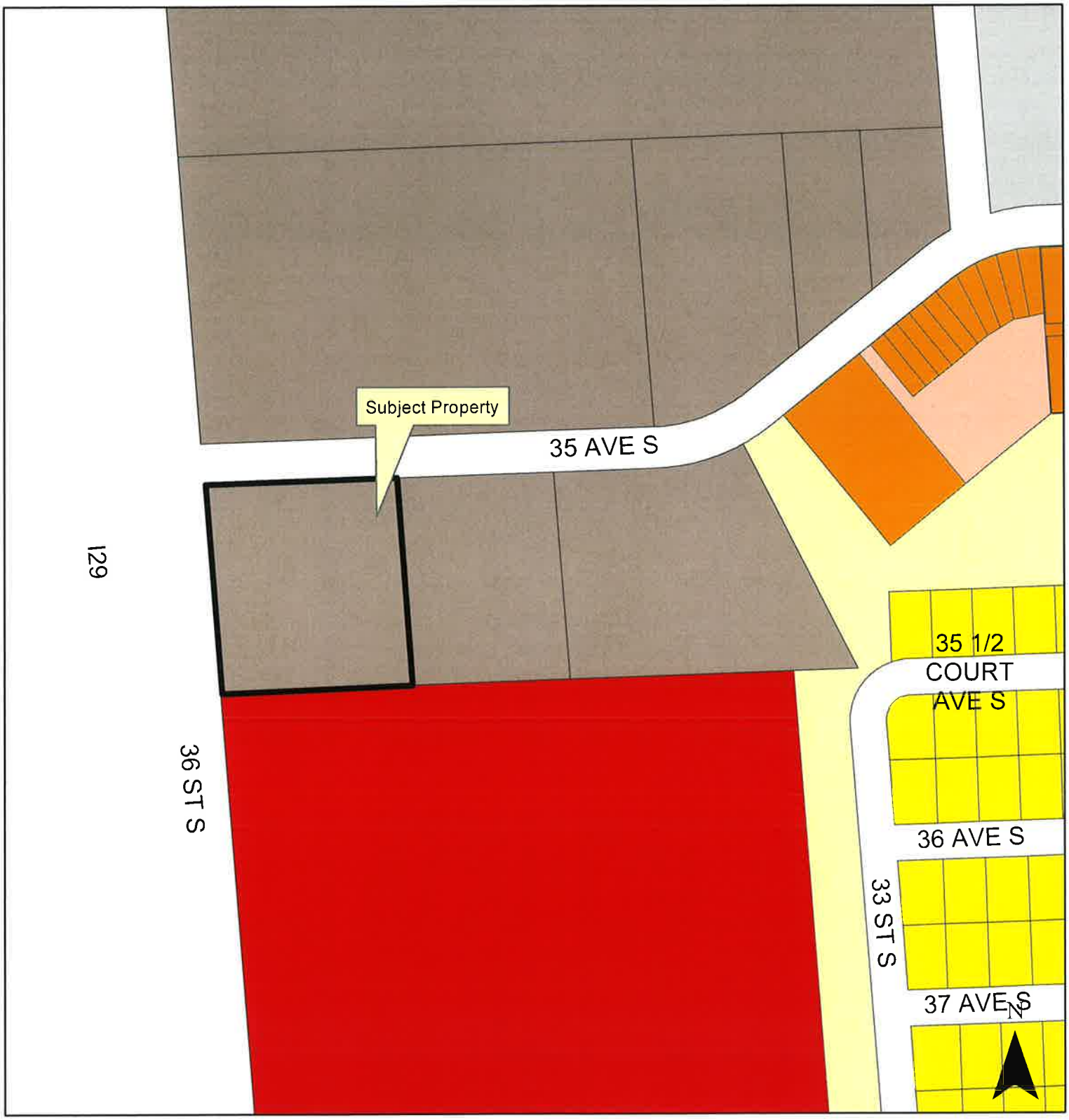
Attachments:

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

Plat (Minor)

MVM Addition

3502 36th Street South



THE CITY OF Fargo FAR MORE

Legend

AG, LC, MHP, SR-2, DMU, LI, NC, SR-3, GC, MR-1, NO, SR-4, GI, MR-2, P/I, SR-5, GO, MR-3, UMU, City Limits

300 Feet

Fargo Planning Commission
January 4, 2018

Plat (Minor)

MVM Addition

3502 36th Street South

THE CITY OF Fargo FAR MORE

300 Feet

Fargo Planning Commission
January 4, 2018

A MINOR SUBDIVISION PLAT OF

MVM ADDITION

TO THE CITY OF FARGO, A REPLAT OF LOT 1, BLOCK 5 OF THE PLAT OF "REPLAT OF LOTS 6-17, BLOCK 1; LOTS 13 AND 14, BLOCK 3; LOTS 1-6, BLOCK 4 OF SOUTHWOOD PARK" TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

N
W E
S

0 50
Scale In Feet

BASIS OF BEARINGS
THE NORTH LINE OF LOT 1, BLOCK 5, HAS AN ASSUMED BEARING OF N88°01'51"E

LEGEND

- IRON MONUMENT FOUND
- SET 5/8"X18" REBAR WITH YELLOW PLASTIC CAP #6571 OR NO CAP
- (370.00') RECORD DISTANCE
- FLAT BOUNDARY LINE
- LOT LINE
- EXISTING LOT LINE
- EASEMENT LINE
- ZONE AE (FIRM MAP NO 38017C0 FPG)

EASEMENT OF RECORD

1. CASS COUNTY ELECTRIC COOPERATIVE DOC NO 641418

BENCHMARK LIST

ALL ELEVATIONS SHOWN ARE NGVD 88

NO	DESCRIPTION	LOCATION	ELEV
1	TOP NUT ON HYDRANT	SOUTH SIDE OF 35TH AVE. S., 30'± WEST OF EXISTING DRIVEWAY APPROACH	907.78

CERTIFICATE

STEVEN W. HOLM, BEING DULY SWORN, DEPOSES AND SAYS THAT HE IS THE REGISTERED LAND SURVEYOR WHO PREPARED AND MADE THE ATTACHED PLAT OF "MVM ADDITION" TO THE CITY OF FARGO, A REPLAT OF LOT 1, BLOCK 5 OF THE PLAT OF "REPLAT OF LOTS 6-17, BLOCK 1; LOTS 13 AND 14, BLOCK 3; LOTS 1-6, BLOCK 4 OF SOUTHWOOD PARK" TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA; THAT SAID PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE SURVEY THEREOF; THAT ALL DISTANCES ARE CORRECTLY SHOWN ON SAID PLAT; THAT MONUMENTS HAVE BEEN PLACED IN THE GROUND AS INDICATED FOR THE GUIDANCE OF FUTURE SURVEYS AND THAT SAID ADDITION IS DESCRIBED AS FOLLOWS TO WIT:

LOT 1, BLOCK 5 "REPLAT OF LOTS 6-17, BLOCK 1; LOTS 13 AND 14, BLOCK 3; LOTS 1-6, BLOCK 4 OF SOUTHWOOD PARK" TO THE CITY OF FARGO, ACCORDING TO THE RECORDED PLAT THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE RECORDER, CASS COUNTY, NORTH DAKOTA.

SAID TRACT CONTAINS 3.40 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD, IF ANY.

STEVEN W. HOLM
REGISTERED LAND SURVEYOR
REG. NO. LS-6571

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS 27th DAY OF April, 2018, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED STEVEN W. HOLM, REGISTERED LAND SURVEYOR, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

STEVEN W. HOLM LS-6571 MY 4-27-2018 NORTH DAKOTA

BRENDA JO KOSKI
NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

BRENDA JO KOSKI
Notary Public
State of North Dakota
My Commission Expires Nov 9, 2018

DEDICATION

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE LAND DESCRIBED IN THE PLAT OF "MVM ADDITION" TO THE CITY OF FARGO, A REPLAT OF LOT 1, BLOCK 5 OF THE PLAT OF "REPLAT OF LOTS 6-17, BLOCK 1; LOTS 13 AND 14, BLOCK 3; LOTS 1-6, BLOCK 4 OF SOUTHWOOD PARK" TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA; THAT WE HAVE CAUSED IT TO BE PLATTED INTO LOTS AND BLOCKS AS SHOWN BY SAID PLAT AND CERTIFICATE OF STEVEN W. HOLM, REGISTERED LAND SURVEYOR, AND THAT THE DESCRIPTION AS SHOWN IN THE CERTIFICATE OF THE REGISTERED LAND SURVEYOR IS CORRECT. WE HEREBY DEDICATE ALL UTILITY AND DRAINAGE EASEMENTS SHOWN ON SAID PLAT TO THE USE OF THE PUBLIC.

OWNER: MVM INVESTMENTS, LLC

By: Bob Hagg
Pres

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS 27th DAY OF June, 2018, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Bob Hagg, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN THE NAME OF MVM INVESTMENTS, LLC.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

MELISSA M. ENTRION
Notary Public
State of North Dakota
My Commission Expires Nov. 5, 2023

MORTGAGEE: ALERUS FINANCIAL, N.A.

By: Tracy Parrish
Sr. Relationship Manager

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS 27th DAY OF June, 2018, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED Tracy Parrish, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND ACKNOWLEDGED TO ME THAT HE/SHE EXECUTED THE SAME IN THE NAME OF ALERUS FINANCIAL, N.A.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

JASON D. THOMPSON
Notary Public
State of North Dakota
My Commission Expires Mar. 14, 2022

FARGO PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS 6th DAY OF March, 2018

SHARON FISCHER, CHAIR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS 24th DAY OF July, 2018, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED SHARON FISCHER, CHAIR OF THE FARGO PLANNING COMMISSION, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME IN THE NAME OF THE FARGO PLANNING COMMISSION.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

MIRANDA WOLF
Notary Public
State of North Dakota
My Commission Expires May 18, 2023

FARGO CITY COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2018.

TIMOTHY J. MAHONEY, MAYOR

STEVEN SPRAGUE, CITY AUDITOR

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS _____ DAY OF _____, 2018, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED TIMOTHY J. MAHONEY, MAYOR AND STEVEN SPRAGUE, CITY AUDITOR, KNOWN TO ME TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THE NAME OF THE CITY OF FARGO.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS 20th DAY OF July, 2018

BRENDAN DERRIG, CITY ENGINEER

BRENDAN E. DERRIG PE 5650 DATE 7-20-18 NORTH DAKOTA

STATE OF NORTH DAKOTA)
COUNTY OF CASS)

ON THIS 20th DAY OF July, 2018, BEFORE ME, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED BRENDAN E. DERRIG, CITY ENGINEER, KNOWN TO ME TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME AS HIS FREE ACT AND DEED.

NOTARY PUBLIC, CASS COUNTY, NORTH DAKOTA

KRISTI OLSON
Notary Public
State of North Dakota
My Commission Expires Oct. 17, 2019

moore engineering, inc

SHEET 1 OF 1
PROJ NO 20081

CITY OF Fargo

FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

July 24, 2018

(18)

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Fargo Police Department Renovation of BSE - RFQ 18-172

Dear Commissioners:

In May 2018, the Fargo Police Department was given permission to publish a Request for Qualifications (RFQ 18-172) to select a qualified architect to provide architectural services to complete the phase 2 design and renovation of the Border States Electric building, located at 105 25th St. N. for the future location of the Fargo Police Department.

The Department received seven (7) statements of qualifications/proposals from local architectural firms. Those firms are listed below:

- Artekta Architects, Fargo, ND
- EAPC Architects, Fargo, ND
- Image Group Architects, Moorhead, MN
- Michael J. Burns Architects, Moorhead, MN
- Shultz and Associates Architects, Fargo, ND
- TL Stroh Architects, Fargo, ND
- YHR Partners, Moorhead, MN

An evaluation was conducted on the seven proposals to assess the firm's understanding of the scope of work, previous experience with public facilities, cost of services, timely delivery of a finished product, and the requirements specified in the RFQ. The evaluation also included interviews with the top four selected firms. The proposals were competitive and the selected proposal would be the most advantageous to the City of Fargo.

Recommended Motion:

Accept the recommendation Schultz and Associates (Fargo, ND) be awarded the BSE project based on the evaluations and interviews.

Please contact me if you have any questions or concerns.

Sincerely,

Chief David E. Todd

ADMINISTRATION
Phone: 701-241-1427
Fax: 701-297-7789

INVESTIGATIONS
Phone: 701-241-1405
Fax 701-241-1407

RECORDS
Phone: 701-241-1420
Fax: 701-241-8272

NON EMERGENCY
Phone: 701-235-4493

www.fargopolice.com

ADMINISTRATIVE SERVICES DIVISION

TO: **Chief David Todd**

FROM: **Deputy Chief Joseph Anderson** JOA

SUBJECT: **RFQ 18-172**

DATE: **July 24, 2017**

The following is an excerpt from RFQ 18-172 which outlines the criteria for scoring the architect proposals for the next phase of our building renovation.

In accordance with the policies and procedures of the City of Fargo, the short listing and final selection criteria may include, but not be limited to, evaluation of:

1. Qualifications of the firm;
2. Relevant past projects experience of the firm – especially police stations;
3. The firm's experience with providing innovative design, construction, and operational cost savings and efficiencies;
4. Relevant past project experience of key team members;
5. Past history with client;
6. Proposal completeness

The evaluation will be conducted based on the following:

Criteria:	Weight
a. Understanding of the Scope of Work	40
b. Previous Experience with Public Facilities	25
c. Cost of Services	20
- Please list hourly rates	
- Include a not to exceed number of total	
percentage of finished product	
d. Timely delivery of Finished Product	15

Proposal Evaluation

	Shultz + Assoc.	Image Group	Artekta	Burns
	a. 30	a. 35	a. 25	a. 30
	b. 25	b. 25	b. 20	b. 25
	c. 10	c. 10	c. 10	c. 10
	d. 10	d. 5	d. 10	d. 10
Total	**75**	**75**	**65**	**75**

	YHR	Stroh	EAPC
	a. 30	a. 40	a. 30
	b. 25	b. 25	b. 25
	c. 10	c. 10	c. 10
	d. 5	d. 5	d. 5
Total	**70**	**80**	**70**

Interviews

Architect interviews were conducted on July 18-19, 2018 at the Field Services station (BSE) with the top four architect firms (TL Stroh, Image Group, Shultz and Assoc., and Michael Burns). During the interviews, the selection panel comprised of DC Renner, Lt Sanders, and myself were able to ask additional questions of the architects to gauge their understanding of the scope of work for this project, their work on similar projects, potential cost analysis, estimated completion of the project, and other relevant questions.

Recommendation

As a result of the interviews, the selection panel recommended Shultz and Associates Architects to work on the next phase of the Fargo Police Headquarters building.

CITY OF Fargo

FARGO POLICE DEPARTMENT

222 Fourth Street North, Fargo, North Dakota 58102

David E. Todd, Chief of Police

(19)

July 30th, 2018

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: Inter-Local Agreement between the City of Fargo and Cass County relative to the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding – CFDA # 16.738

Dear Commissioners:

The US Department of Justice has tentatively awarded the Fargo Police Department and Cass County Sheriff's department $60,091.00 in grant funding through the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG). In order to receive the funding, both the City of Fargo and Cass County governmental subdivisions must agree on how the funds are allocated between the two entities.

In addition to acting as the fiscal agent and grant manager of the funding, the Cass County Sheriff's Department is agreeable to allocating $50,091.00 of the available funding to the Fargo Police Department and retaining $10,000.00 of the funding for their use. I concur with distributing the grant funding in this manner.

Attached for your review and approval is the inter-local agreement that will need to be signed by both governmental subdivisions in order for the funds to be allocated. There is no local match funding required to accept the grant.

Recommended Motion:

I recommend acceptance of the inter-local agreement with Cass County and the allocation of the 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) as described within the agreement.

Please contact me if you have any questions or concerns relative to this issue.

Sincerely,

David Todd
Chief of Police

ADMINISTRATION
Phone: 701-241-1427
Fax: 701-297-7789

INVESTIGATIONS
Phone: 701-241-1405
Fax 701-241-1407

RECORDS
Phone: 701-241-1420
Fax: 701-241-8272

NON EMERGENCY
Phone: 701-235-4493

www.fargopolice.com

2018-H3108-ND-DJ

THE STATE OF NORTH DAKOTA

County of Cass

INTERLOCAL AGREEMENT

BETWEEN THE COUNTY OF CASS AND THE CITY OF FARGO, ND OF CASS COUNTY ND

EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE

GRANT (JAG) PROGRAM

This agreement is made and entered in to this July, 30th 2018 by and between the COUNTY of CASS, acting by and through its governing body, the County Commission, hereinafter referred to as COUNTY, and the CITY OF FARGO, acting by and through its governing body, the City Commission, hereinafter referred to as FARGO all of Cass County, State of North Dakota, witnessed:

WHEREAS, this Agreement is made under the authority of NDCC 11-9.1 Home Rule Counties and NDCC 40-05.1 Home Rule in Cities: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, CASS agrees to provide FARGO $ 50,091 .00 from the JAG award for the program: and

WHEREAS, CASS will retain $10,000.00 from the JAG award for the Program:

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

Paying for the performance of governmental functions hereunder, shall make the performance or those payments from current revenues legally available to that party.

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of each party, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, COUNTY, FARGO, believe it is in their best interests to allocate the JAG funds as stipulated and to utilize said funds in a collaborative program benefiting both parties.

WHEREAS, COUNTY, FARGO agrees that COUNTY will serve as the applicant/fiscal agent for the joint funds.

NOW THEREFORE, the COUNTY and FARGO, agree as follows:

Section 1.

CASS agrees to transfer to FARGO the sum of $50,091.00 or purchase on their behalf for $ 50,091 for the Program on or before 30 September 2021.

CASS will expend the sum of $10,000.00 for the Program on or before 30 September 2021.

Section 2.

Nothing in the performance of this agreement shall impose any liability for claims against COUNTY, FARGO other than claims for which liability may be imposed by the North Dakota State Tort Claims Act NDCC 32-12.2.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the service by the other parties.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein. This Agreement shall not create any rights in any party not a signatory hereto.

COUNTY OF CASS

_____

Chad Peterson, Chairman

_____

Michael Montplaisir, Auditor

ATTEST:

_____ Witness

APPROVED AS TO FORM

_____

Cass County State's Attorney

CITY OF FARGO

_____

Tim Mahoney, Mayor

ATTEST

_____

Witness

APPROVED AS TO FORM

_____

Fargo City Attorney

20

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-K1 Type: Change Order #1

Location: Rosewood Addition Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #1 in the amount of $176,500.00 for unsuitable material disposal.

Staff is recommending approval of Change Order #1 in the amount of $176,500.00, bringing the total contract amount to $3,626,193.90.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #1 to Industrial Builders, Inc.

RECOMMENDED MOTION
Approve Change Order #1 in the amount of $176,500.00 to Industrial Builders, Inc.

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

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

COMMITTEE	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	☐	☐	☐	☑
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Item A5

CITY OF Fargo

Memorandum

To: PWPEC

REK, PE, CFM

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

CC: Jody Bertrand, Brenda Derrig

Date: 7/13/2018

Re: Project #FM-15-K1 Rosewood Area Flood Risk Management Project Change Order #1

Background:

Project No. FM-15-K1 bids were opened on May 30, 2018 and the project awarded by the City Commission to Industrial Builders on June 4, 2018. Construction began on June 25, 2018.

The project continues construction of flood control on the north side of Rose Coulee across the Rosewood neighborhood. During excavation for the inspection trench, unsuitable soils were found that could not be re-used on site. It was determined, by the geotechnical engineer, that suitable soils would need to be imported to assure the meeting of the design, and Corps of Engineer's standards, for earthen levee construction. Please see attached. The change includes extending the allowable time frames for a lane closure on south University to allow the safe hauling of the materials. The change will also include detouring pedestrian traffic from the west side of University to the east side during hauling operations to provide safe use by the public. The change order amount is $176,500.00 and is being paid for with Sales Tax Funds-Flood Control-460.

The requested change order items have been reviewed and are reasonable.

Recommended Motion
Approve Change Order #1 in the amount of $176,500.00 to Industrial Builders.

REK/klo

Attachment

200 North 3rd Street
Fargo, ND 58102

Phone: (701) 241-1545
FAX: (701) 241-8101

3203 32nd Avenue South, Suite 201
Fargo, ND 58103-6242
701 232 5353
KLJENG.COM

July 12, 2018

Jody Bertrand
Division Engineer – Storm Sewer Utilities
City of Fargo
200 North 3rd Street
Fargo, ND 58102

Re: FM-15-K1 – Unsuitable Material Disposal Change Order

Dear Jody:

On the referenced project, Industrial Builders (IBI) has encountered excess topsoil and excess material unsuitable for levee construction. In the plans, it was assumed that 20% of the material encountered will not be suitable. The actual material encountered in the field is exceeding that assumption. It was assumed that all excavated material on the project would be able to be re-incorporated into the project, so there was not a bid item included for hauling material off site. Due to the excess unsuitable material, there will need to be additional quantity of suitable material hauled to the project and the unsuitable material will need to be hauled off the project site.

IBI has submitted a proposed price of $7.15/CY to haul off site and dispose of the unsuitable material. Please see the attached letter dated July 11, 2018. Based on the earthwork bid prices received from IBI $7.15/CY is a reasonable price. KLJ recommends a change order to add the bid item "Fill Haul" (2000-L090-0000) at a unit price of $7.15/CY to the contract. This material will be measured in the field via topographic survey, material will not be quantified by any other method.

Based on field observations and discussions with IBI, it is estimated that 10,000 CY of material will be deemed unsuitable and required to be hauled off site. At $7.15/CY, this will add $71,500 to the contract price. This will also require an additional 10,000 CY of "Fill-Impervious" be imported to the project. At IBI's bid price of $10.50/CY, this is an additional $105,500 to the contract.

IBI has also requested that the provisions in Note 12 of the Special Instructions to bidders be revised to allow the lane closure on University Drive to remain in place longer than the current allowable times. Due to the increase truck traffic hauling material to and from the site, KLJ recommends allowing IBI to utilize the lane closure as shown in the Section 100 of the during earth hauling operations in construction of the gate well. The lane closure will be required to be removed when truck hauling operations are not taking place, including nights and weekends.

In addition, IBI has requested that the sidewalk along the west side of University Drive be detoured north and south of the project to allow for the sidewalk to be closed at the construction entrance. KLJ concurs with IBI's proposal for the sidewalk closure. There will be no additional compensation for this temporary signage.

If you have any questions or require additional information, please feel free to contact me at 701.271.4871 or scott.middaugh@kljeng.com.

Sincerely,

KLJ

Scott Middaugh
Project Engineer

Enclosure(s): IBI Request Letter
Project #: 14415102
cc: Troy Erickson, IBI
Roger Kluck, City of Fargo

Industrial Builders, Inc.

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

General Contractors

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

July 11, 2018

KLJ
3203 32nd Ave S Suite 201
Fargo, ND 58103-6242

Attn: Scott Middaugh

Re: Rosewood Flood Risk Mgmt FM-15-K1 – Unsuitable Material

Dear Mr. Middaugh,

As a follow-up to yesterday's onsite meeting, Industrial Builders proposes to haul out excess unsuitable excavation for a unit price of $7.15 / CY. The price is based on removing 1260 CY of soil in a 10 hr day with 4 sidedumps, 1 excavator loading trucks, 1 dozer on the disposal end. Production is based on hauling to the development proposed by the City.

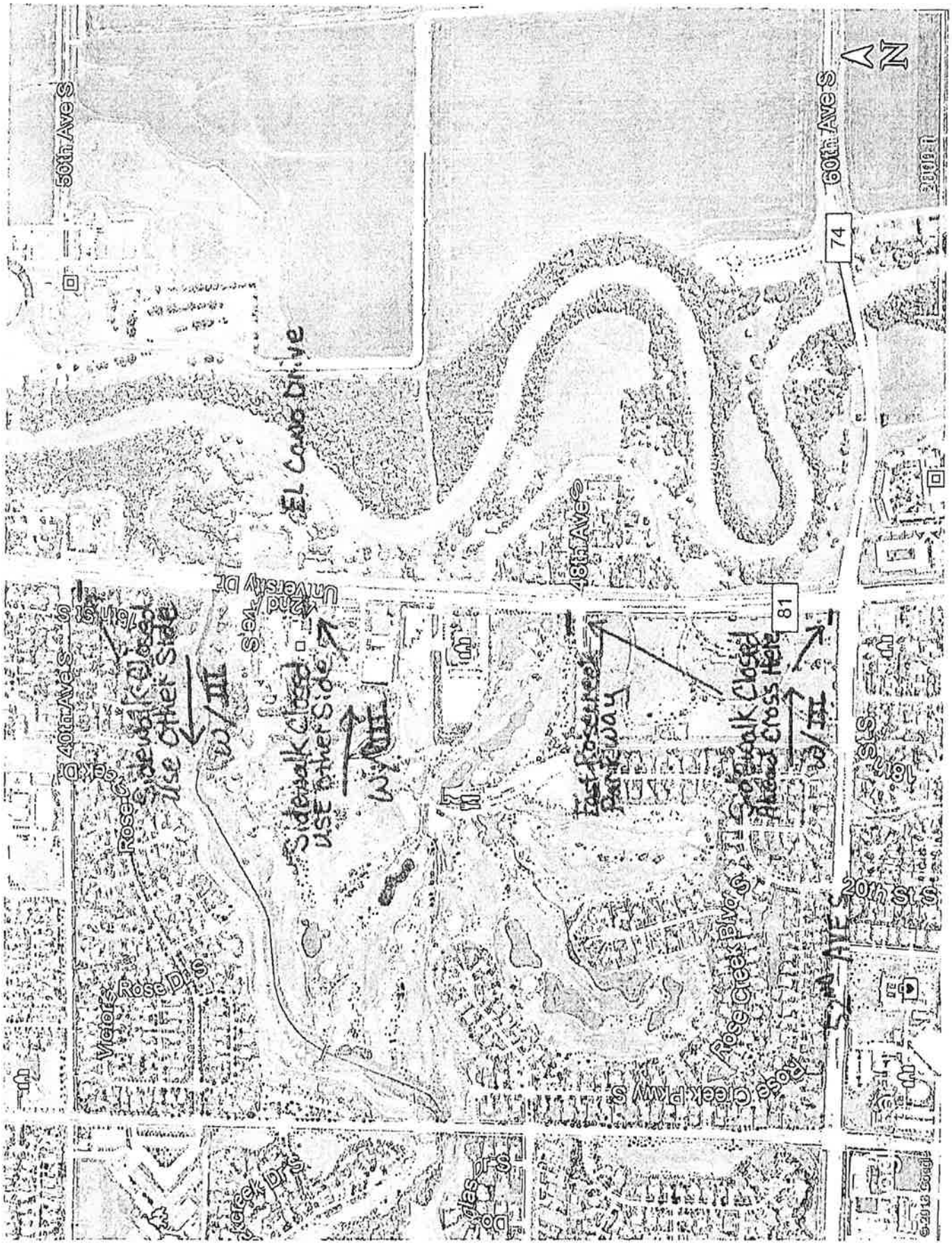
Additionally, Industrial Builders requests use of the southbound University Drive driving lane closure for the hauling operations. The lane closure is needed to provide the construction access required in the plans. Use of the closure would be coordinated in the field. The construction access will interfere with the sidewalk along southbound University Drive. For public safety, pedestrian traffic will need to be detoured as shown on the attached sketch.

If any additional information is required, please call.

Sincerely,
INDUSTRIAL BUILDERS, INC.

Troy Erickson
Vice President of Engineering

Cc: IBI Job File 18203
Matt Pollert


50th Ave S
60th Ave S
N
74
El Camino Drive
48th Ave S
University Dr
2nd Way S
81
40th Ave S
76th St
Sidewalk Closed
USE Other Side
Sidewalk Closed
Please Cross Here
Rose Creek Blvd S
Rose Creek Pkwy S
20th St S
16th St S
Victoria Rose Dr S
Rose Creek Dr S
Rose Creek Dr S
©2013 Google

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-15-K1	**Change Order No**	1
Project Name	Rosewood Area Flood Risk Management Project		
Date Entered	7/12/2018	**For**	Industrial Builders Inc

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

EXPLANATION OF CHANGE: Remove and replace unsuitable soils for levee, extend time frame for lane closure, and close sidewal

Rosewood Area Flood Risk Management Project. This work is covered in the attached documents but in summary involves removal of unsuitable soils and replacement to build flood control levee. Due to added hauling requirements to remove unsuitable soils the closure of one lane of southbound University will be extended as required only during daylight hours. Pedestrian traffic on the west sidewalk of south University thru the project will be detoured to the east sidewalk during hauling operations.

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 ($)	C/O Ext Price ($)
Earthwork	55	Fill - Impervious	CY	19,437.00	0.00	19,437.00	10,000.00	29,437.00	10.50	105,000.00
	83	Fill - Haul	CY	0.00	0.00	0.00	10,000.00	10,000.00	7.15	71,500.00
									Earthwork Sub Total ($)	176,500.00

Summary

Source Of Funding	Sales Tax Funds - Flood Control - 460
Net Amount Change Order # 1 ($)	176,500.00
Previous Change Orders ($)	0.00
Original Contract Amount ($)	3,449,693.90
Total Contract Amount ($)	3,626,193.90

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
08/16/2019		0.00	0.00	08/16/2019	

Description

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

APPROVED	**APPROVED DATE**
For Contractor	Department Head 7/24/18
Title VP of Engineering	Mayor
	Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

21

Project No. FM-15-B2

Type: Negative Final Balancing Change Order #4

Location: Rose Creek Golf Course

Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Negative Final Balancing Change Order #4 in the amount of $-1,811.60, bringing the total contract amount to $878,092.88.

Staff is recommending approval of Negative Final Balancing Change Order #4.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of Negative Final Balancing Change Order #4.

RECOMMENDED MOTION
Approve Negative Final Balancing Change Order #4 in the amount of $-1,811.60 to Excavating Inc.

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

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

COMMITTEE	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	☐	☐	☐	☑
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, PE, CFM, Engineer II

Date: July 20, 2018

Re: Project #FM-15-B2 Rose Creek Golf Course Flood Risk Management Project-Phase 2 – Final Balancing Change Order #4

Background:

Project FM-15-B2 Rose Creek Golf Course Flood Risk Management Project-Phase 2 was developed to complete flood control on the south side of Rose Creek from south University Drive west across the Rose Creek Golf Course for flood control in this area.

Attached is the Final Balancing Change Order #4, for -$1,811.60. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	$	755,496.17
Change Order #1	$	51,289.97
Change Order #2	$	0.00 (Time extension)
Change Order #3	$	73,118.34
FBCO #3:	$	-1,811.60
Total Contract:	$	878,092.88

The "Flood Sales Tax" funded all costs.

Recommended Motion:

Approve the Final Balancing Change Order #3 to Excavating, Inc. for -$1,811.60.

REK/klb
Attachment

C: Tom Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-15-B2	Change Order No	4
Project Name	Rose Creek Golf Course Flood Risk Management Project - Phase 2		
Date Entered	7/19/2018	For	Excavating, Inc

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

EXPLANATION OF CHANGE: FINAL BALANCING CHANGE ORDER

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Miscellaneous	2	Temp Fence - Safety	LF	400.00	0.00	400.00	-240.00	160.00	2.25	-540.00
	7	Remove Tree	EA	96.00	0.00	96.00	2.00	98.00	95.00	190.00
	11	Concrete Washout Area	EA	1.00	0.00	1.00	-1.00	0.00	2,000.00	-2,000.00
	14	Sediment Control Log 6" to 8" Dia	LF	40.00	0.00	40.00	-10.00	30.00	2.50	-25.00
									Miscellaneous Sub Total ($)	-2,375.00
Storm Sewer	24	F&I Pipe 12" Dia Reinf Conc	LF	66.00	0.00	66.00	-18.00	48.00	40.00	-720.00
	25	F&I Pipe 24" Dia Reinf Conc	LF	326.00	0.00	326.00	-8.00	318.00	62.00	-496.00
									Storm Sewer Sub Total ($)	-1,216.00
Flood Mitigation	45	Excavation	CY	21,403.00	-9,400.00	12,003.00	574.00	12,577.00	3.10	1,779.40
									Flood Mitigation Sub Total ($)	1,779.40

Summary	
Source Of Funding	
Net Amount Change Order # 4 ($)	-1,811.60
Previous Change Orders ($)	124,408.31
Original Contract Amount ($)	755,496.17
Total Contract Amount ($)	878,092.88

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

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/01/2017		0.00	0.00	11/01/2017	

Description

APPROVED		**APPROVED DATE**	
For Contractor		Department Head	7/24/18
Title	Estimator/PM	Mayor	
		Attest	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE (22)

Project No. FM-17-B1 Type: Final Balancing Change Order #3

Location: Airport Borrow Pit Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Final Balancing Change Order #3 in the amount of $3,134.63, bringing the total contract amount to $68,580.83.

Staff is recommending approval of Final Balancing Change Order #3.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of Final Balancing Change Order #3.

RECOMMENDED MOTION
Approve Final Balancing Change Order #3 in the amount of $3,134.63 to Sellin Brothers, Inc.

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

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Item A7

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Roger E. Kluck, PE, CFM, Engineer II REK, PE, CFM

Date: July 11, 2018

Re: Project #FM-17-B1 Airport Borrow Pit Site Grading & Incidentals – Final Balancing Change Order #3

Background:

Project FM-17-B1 Airport Borrow Pit Site Grading & Incidentals was developed to restore land used previously as a borrow clay site for installing emergency flood control dikes. The farmer had noted areas that did not drain that were corrected and temporary drives and parking area was removed.

Attached is the Final Balancing Change Order #3, for $3,134.63. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	$	46,290.00
Change Order #1	$	1,440.00
Change Order #2	$	17,716.20
FBCO #3:	$	3,134.63
Total Contract:	$	68,580.83

The "Flood Sales Tax" funded all costs.

Recommended Motion:

Approve the Final Balancing Change Order #3 to Sellin Brothers, Inc. for $3,134.63.

REK/ko
Attachment

C: Tom Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-17-B1	**Change Order No**	3
Project Name	Airport Borrow Pit Site Grading & Incidentals		
Date Entered	6/21/2018	**For**	Sellin Brothers, Inc

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

EXPLANATION OF CHANGE: Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Erosion & Sediment Control	5	Sediment Control Log 6" to 8" Dia	LF	300.00	0.00	300.00	-12.00	288.00	2.35	-28.20
									Erosion & Sediment Control Sub Total ($)	-28.20
Site Restoration	6	Seeding Type A	SY	13,000.00	0.00	13,000.00	-5,554.00	7,446.00	0.21	-1,166.34
	7	Mulching Type 2 - Straw	SY	6,500.00	0.00	6,500.00	946.00	7,446.00	0.12	113.52
	8	Excavation	CY	950.00	0.00	950.00	694.00	1,644.00	10.50	7,287.00
	14	Fill - Haul	CY	1,088.00	0.00	1,088.00	-284.00	804.00	9.25	-2,627.00
	16	Seeding Type A	SY	712.00	0.00	712.00	-291.00	421.00	0.40	-116.40
									Site Restoration Sub Total ($)	3,490.78
Miscellaneous	13	Topsoil - Strip & Spread	CY	700.00	0.00	700.00	-83.00	617.00	3.25	-269.75
	15	Mulching Type 2 - Straw	SY	712.00	0.00	712.00	-291.00	421.00	0.20	-58.20
									Miscellaneous Sub Total ($)	-327.95

Summary

Source Of Funding	
Net Amount Change Order # 3 ($)	3,134.63
Previous Change Orders ($)	19,156.20
Original Contract Amount ($)	46,290.00
Total Contract Amount ($)	68,580.83

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/17/2018		0.00	0.00	11/17/2017	

Description

APPROVED

For Contractor Scott Sellin

Title Vice President Sellin Bros., Inc.

APPROVED DATE

Department Head 7/24/18

Mayor

Attest

23

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-K0 Type: Contract Amendment #2

Location: Rosewood Addition Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, related to Amendment #2 submitted by KLJ for additional services in the amount of $142,061, bringing the total contract amount to $595,629.

Staff is recommending approval.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of Contract Amendment #2.

RECOMMENDED MOTION
Approve Contract Amendment #2 to KLJ in the amount of $142,061.

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

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Item A9

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jody Bertrand, Division Engineer

Cc: Brenda Derrig, City Engineer

Date: July 23, 2018

Re: Project FM-15-K0, Rosewood Area
Contract Amendment #2 Request

Background:

This contract amendment covers four project administration items for which KLJ Engineering has or will incur during the performance of their duties. The first is the additional staff time required for the two added pre-bid meetings held to enable contractors to understand the timing of the project components and allow for bidding related questions to be answered. The second item is for the redrafting of easements and related documents for a change in the project scope, with the addition of a bike path extension out to University Drive and the impacts resulting to the surrounding property owner's proposed easements. The Xcel Energy coordination was another additional task due to the relocation of their two gas mains, which resulted in numerous on site meetings to determine the most desirable path in relation to the proposed and existing facilities. The last item is related to the 404 permitting required for the discovery of wetlands not initially identified in the project scope. This has included the delineation of the wetlands and the coordinating and submitting of the Corp of Engineers permit and associated documentation. The cost for these work items is estimated at $45,536.00.

Due to the identification of the wetlands later in the design process, it was necessary to extend the project completion date until 2019 to allow for the 120 day permit processing allowed for the Corp of Engineers to review and issue the 404 permit for a "site specific" location versus the typical approval under a nationwide permit application for smaller environmental impacts. Due to this extended project completion date, additional administration and inspection services will be required from KLJ into the 2019 construction season along with added geotechnical services, which have and will be necessary for permitting and project completion. The cost for these work items is estimated at $96,525.00.

The proposed contract amendment #2 provided by KLJ totals $142,061.00, which is a sufficient amount to cover the additional administrative design costs and the project administration and inspection cost increase of the above identified items.

A letter provided by KLJ Engineering is attached to this memo and spreadsheet with tasks and costs identified.

Recommended Motion:

Approve Contract Amendment #2 with KLJ Engineering in the amount of $142,061.00 for additional work associated with the additional administrative design costs and the project administration and inspection cost increase as described above. The current contract amount is $453,568.00 and the requested contract amendment is $142,061.00, for a new engineering services contract amount of $595,629.00.

JRB/jmg
Attachment

3203 32nd Avenue South, Suite 201
Fargo, ND 58103-6242
701 232 5353
KLJENG.COM

July 16, 2018

Jody Bertrand
Division Engineer – Storm Sewer Utilities
City of Fargo
200 North 3rd Street
Fargo, ND 58102

Re: FM-15-K0 – Rosewood Addition Flood Risk Management Supplement Request

Dear Jody:

KLJ would like to request a supplement to the agreement for professional services for the reference project. There have been a few items that were not part of the original scope of services, therefore not accounted for in KLJ's initial budget. These items have been outlined below:

Pre-bid Meetings

Two pre-bid meetings were held while the project was out for advertisement. These meetings were to inform give the potential contractors an overview of the project and to answer any questions. KLJ developed a Power Point presentation and hosted the meetings with assistance from the City of Fargo.

Easement Exhibit Coordination

KLJ was requested to create additional multiple easement exhibits for one of the landowners within the project corridor after the original easement exhibits had been submitted. The additional exhibits were required due to landowner concerns of the types of easements that were proposed to be acquired.

Xcel Utility Coordination

KLJ did not anticipate the level of effort that has been required for the Xcel gas lines along the east side of the project. KLJ has held multiple meetings and taken part in multiple field visits for this line to ensure that the line gets relocated per the project requirements.

404 Permitting

KLJ completed a wetland delineation, 404 permit application, and coordinated with the USACE and Ducks Unlimited to permit and mitigate impacted wetlands on the project. The wetland impacts caused design revisions to the plans. There will be ongoing coordination with the USACE once the review period for the permit has expired.

Construction Administration

This project was originally scheduled for 2016 construction. The project has been moved to the 2018/2019 construction seasons. With the current project completion dates, a 46-week construction schedule is anticipated with 28 weeks in 2018 and 18 weeks in 2019. KLJ has assumed an average of 40

hours/week of inspection time in 2018 and an average of 10 hours/week for 2019. KLJ has revised our hours to account for these assumed hours. Braun Intertec has also requested additional compensation for materials testing. Their original estimate was based on the preliminary layout provided in the project RFP. The final project design varies slightly from what was originally shown. Please see their attached revised proposal.

The above work items will increase the contract from $453,568 to **$595,629**. Please below cost summary for a breakdown of the proposed costs.

Supplement 2 Cost Summary	
Project Design Cost Breakdown	
Pre-bid Meetings	$ 6,240.00
Easement Exhibit Coordination	$ 5,200.00
Xcel Utility Coordination	$ 11,776.00
404 Permitting	$ 22,320.00
Total Design Supplement	***$ 45,536.00***
Project Construction Breakdown	
Original Construction Administration, Inspection & Survey	$ 150,500.00
Proposed Construction Administration, Inspection & Survey	**$ 231,080.00**
Original Quality Control Testing	$ 37,385.00
Proposed Quality Control Testing	**$ 53,330.00**
Proposed Increase in Construction Administration	***$ 96,525.00***
Total Proposed Increase in Contact	***$ 142,061.00***

If you have any questions or require additional information, please feel free to contact me at travis.wieber@klieng.com or 701.271.4863.

Sincerely,

KLJ

Travis Wieber, PE
Project Manager

Enclosure(s): Braun Scope of Services
Project #: 14415102
cc: none

AMENDMENT TO ENGINEER-OWNER AGREEMENT
Amendment No. 2

Background Data

a. Effective Date of Engineer-Owner Agreement: August 3, 2015

b. Engineer: Kadrmas, Lee & Jackson

c. Owner: City of Fargo

d. Project: City of Fargo Improvement District FM-15-K0

e. This Part of the Project: Design & Construction Engineering

Nature of Amendment (check all that apply)

- ☒ Additional services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☒ Modifications to payment to Engineer
- ☐ Modifications to time(s) for rendering Services

Description of Modifications

Additional services performed regarding permitting and easements, updated testing and adminstration time for 46-week construction schedule. See attached Supplement Request submitted on July 16, 2018.

Agreement Summary

a. Original agreement amount:	$366,035.00
b. Net change for prior amendments:	$87,533.00
c. This amendment amount:	$142,061.00
d. Adjusted Agreement amount:	$595,629.00

Engineer and Owner hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is July 16, 2018.

ENGINEER: Kadrmas Lee & Jackson, Inc.	OWNER: City of Fargo
By: Mark Anderson	By: Tim Mahoney
Title: Vice President	Title: Mayor
Date Signed: 7/25/18	Date Signed:

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

24

Project No. FM-14-61 (6229) Type: Time Extension (CO#11)

Location: Drain 27/Prairie Rose Area Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Jody Bertrand

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, regarding a time extension requested by ICS for the removal and replacement of the 40th Avenue S sidewalk/path as part of the warranty agreement due to weather related delays.

Staff recommends moving the final completion date from July 15, 2018 to August 3, 2018.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of the time extension as described above.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the time extension.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: NDSWC/Flood Sales Tax/Mains & Hydrants

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Item D

CITY OF Fargo

Memorandum

To: PWPEC

From: Jody Bertrand, Division Engineer

Date: 7/23/2018

Re: Change Order #11 – 40th Avenue South Sidewalk Removal & Replacement Time Extension
Project #FM-14-61 (also known as #6229) Drain 27/ Prairie Rose Area and 40th Avenue South

---

This Change Order #11 is for a time extension for the removal and replacement of concrete sidewalk/path along both sides of 40th Avenue South, just west of the bridge crossing of Rose Coulee.

Background
Through the processing and approval of Change Order #10, a completion date of July 15, 2018 was selected for the completion of the warranty work to replace the sidewalk on both sides of 40th Avenue South near 32nd Street South. Rainfall has delayed the construction on multiple occasions and the Contractor has requested a revised completion date of August 3, 2018. Houston Engineering supports the time extension based on rainfall delays to the construction. The sidewalk replacement will be completed prior to the start of the new school year and the pedestrian traffic produced by the local school.

Recommended Motion
Approve Change Order #11 for a time extension for ICS to complete the removal and replacement of the 40th Avenue South sidewalk/path as part of the warranty agreement. Modify the time completion date to August 3, 2018.

JRB/jmg
Attachment

200 North 3rd Street
Fargo, ND 58102

Phone: (701) 241-1545
FAX: (701) 241-8101

MEMO

HoustonEngineering Inc.

6059-063 – 40th Avenue S. Floodwall

To: Jody Bertrand – City of Fargo **From:** Kristen Lotvedt

Date: July 17, 2018 **Subject:** Change Order No. 11 – FM-14-61

This memo serves as our recommendation for a Contract Time Extension for Project FM-14-61 Drain 27 – Prairie Rose Area Flood Risk Management Project (40th Avenue South Floodwall Project). Based on Change Order No. 10, the sidewalk replacement was to be completed by July 15th, 2018, but rain has hampered the installation process.

The attached time extension request dated July 13th from the Contractor requests the new completion date be pushed back an additional 15 working days. The Contractor supplied a list of days that rain had delayed the construction activities, and our RPR has verified the days listed in the attached time extension letter as to be accurate.

The 40th avenue sidewalk corridor is heavily traveled by school age children to reach Centennial Elementary School and the Discovery Middle school to the east of the project. This time extension request has the final concrete sidewalk replacement installed prior to school being back in session, which was a major driver to construction schedules during the original sidewalk construction.

In summary, based on these facts, we recommend that the final completion date for the sidewalk installation be adjusted to August 3rd, 2018.

H:\Fargo\HEN-N\0006059\13_6059_063 Construction\Key Requests and Change Orders\Change Order No 11 - Sidewalk Replacement Time Extension

ICS
GENERAL CONTRACTOR

P.O. Box 13158 • Grand Forks, ND 58208-3158
(P) 701.775.8480 (F) 701.775.8479
www.icsgf.com

07/13/18

Houston Engineering, Inc.
Attn: Bjorn Berg
1401 21st Ave N.
Fargo, ND 58102

Re: Drain 27 – Prairie Rose Area Flood Risk Management Project FM-14-61
Extra Time for Sidewalk Construction

Mr. Berg,

This letter is to request a time extension for delays caused by excessive rainfall. The project was started on June 4th and was been plagued by excessive rainfall throughout June and the beginning on July. We lost 2 days of work the week of June 4th. The following week of June 11th no work was completed outside of dewatering and drying the site. The week of June 18th we lost additional 3 days to dewatering and drying the site. The week of June 25th a total of 2 days was lost to dewatering and drying the site. The week of July 2 a total of 2 days was lost of dewatering and drying the site. Finally, the week July 9th we lost an additional 2 days dewatering and drying the site.

Because of the delays we've experienced with dewatering and drying the site we are proposing to move the proposed sidewalk completion to 08/03/18.

If you have any questions regarding the above, please contact me at your earliest convenience.

Sincerely,

Gary Beeter
ICS, Inc.
Vice President

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	FM-14-61	**Change Order No**	11
Project Name	Drain 27 - Prairie Rose Area Flood Risk Management		
Date Entered	7/17/2018	**For**	INDUSTRIAL CONTRACT SERVICES I

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: Time Extenslion

Warranty work for the 40th Ave S sidewalk has been delayed due to multiple rain events. Change Order #10 set the final completion date for the warranty work as July 15th, 2018. The contractor has request an August 3rd completion date due to the weather delays.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)

Summary

Source Of Funding	
Net Amount Change Order # 11 ($)	
Previous Change Orders ($)	470,623.51
Original Contract Amount ($)	3,491,155.80
Total Contract Amount ($)	3,961,779.31

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
10/05/2015		0.00	0.00	10/05/2015	

Description

APPROVED

For Contractor ICS, INC.

Title V.P.

APPROVED DATE

Department Head 7/24/18

Mayor

COVER SHEET
CITY OF FARGO PROJECTS

25

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:

Demolition, Site Restoration & Incidentals

Project No. HD-18-A

Call For Bids July 30th, 2018

Advertise Dates August 1st, 6th & 13th, 2018

Bid Opening Date August 22nd, 2018

Substantial Completion Date May 15th, 2019

Final Completion Date June 15th, 2019

N/A PWPEC Report **(Part of 2018 CIP)**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Rob Hasey

Phone No. 476-4041

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT

DEMOLITION, SITE RESTORATION & INCIDENTALS

PROJECT NO. HD-18-A

Nature & Scope

This project is for the removal of several residential structures, sewer & water service closures & site restoration in the Roberts 2nd, Belmont Park, Copperfield & Chrisan 1st Additions.

Purpose

One structure located at #1112 7th Avenue North was acquired by the Water Utility. It will be demolished in preparation for the 2019 water tower replacement project. The remainder of the structures will be removed for flood mitigation. Removal of the flood prone structures will allow the City to protect private property as well as public infrastructure.

Feasibility

The costs of these improvements are estimated as follows:

Estimated Construction Cost:	$ 500,860.00
Engineering (6%):	$ 30,051.60
Legal & Miscellaneous (7%):	$ 35,060.20
Interest (4%):	$ 20,034.40
Total Estimated Cost:	**$ 586,006.20**

Funding

Infrastructure Sales Tax Fund 460 – 89%	$ 520,328.25
Water Utility Fund 501 – 11%	$ 65,677.95

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
JODY R. BERTRAND
PE-5831
DATE: 7/25/18
NORTH DAKOTA

Jody Bertrand, PE
Division Engineer

July 2018

CITY OF Fargo

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

26

July 25, 2018

Honorable Board of City Commissioners
City of Fargo
Fargo, North Dakota 58102

RE: Project SW 16-03 Landfill Gas Compression Plant Expansion

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, July 18, 2018, for Project SW16-03.

Engineer's Estimate: $1,352,600

Given that qualifying bids were not received, this office recommends rejecting all bids and advertising the project again at a date to be determined.

SUGGESTED MOTION:
Reject all bids received on July 18, 2018, for Project SW16-03 and authorize staff to advertise the project again at a date to be determined.

Respectfully Submitted,

Terry Ludlum
Solid Waste Utility Director

Attachment
cc: Bruce Grubb, City Administrator
Jill Pagel, Auditors Office
Paul Hanson, Landfill Foreman
Randy Hanson, Wenck Associates

CITY OF Fargo

ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

27

July 26, 2018

Honorable Board of City
Commissioners
City of Fargo
Fargo, North Dakota

Re: MidContinent Easement 650 NP Avenue

Dear Commissioners,

On December 5th, 2016 the Finance Committee reviewed a communication from Engineering Services Division Engineer, Brenda Derrig, regarding a request from MidContinent to secure a 5' by 174.33' easement just north of the south line of the City owned parcel at 650 NP Avenue. Since it is a parking lot there will not be any accessories allowed above ground. Staff is recommending approval of the easement preserving the right to terminate the easement with 120 days notice.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of the easement.

Attached is the substantially completed easement. I am awaiting confirmation of the legal description. Once the legal description has been confirmed, the final easement will be presented to the Mayor for signature.

RECOMMENDED MOTION

Concur with the recommendations of Finance Committee and approve a 5' by 174.33' utility easement for MidContinent on the City owned property located at 650 NP Avenue upon confirmation of the legal description and authorize the Mayor to sign.

Respectfully,

Brenda E. Derrig, P.E.
City Engineer

BED/klo
Attachments

PERMANENT EASEMENT
(Utility)

KNOW ALL MEN BY THESE PRESENTS that the **CITY OF FARGO,** a North Dakota municipal corporation, its successors and assigns, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, hereby grants unto **MIDCONTINENT COMMUNICATIONS**, a South Dakota partnership, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing public utilities including location of any and all utilities, said parcel being more particularly described as follows:

(LEGAL)

LEGAL DESCRIPTION OF REAL PROPERTY

TO BE VERIFIED

LEGAL DESCRIPTION OF EASEMENT AREA

A Five foot (5') wide strip, immediately North of the South property line, running East and West the entire length of the South property line, for utility purposes.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said utilities including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said utilities, or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said utilities and customary appurtenances was begun.

Grantee, its successors and assigns, further agrees to indemnify Grantor for all damage caused to Grantor as a result of Grantee's negligent exercise of the rights and privileges herein granted.

Grantor, its successors and assigns, reserves the right to terminate the easement with not less than 120 days' notice, should Grantor determine a greater public need exists. Grantor agrees it will not exercise this discretion unreasonably, and will agree to assist Grantee in attempts to secure an alternate easement site in the vicinity of the easement granted herein. Facility relocation will be at Grantee's sole and entire expense.

(Signatures on the following page)

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this _____ day of _____, 2018.

GRANTOR:
City of Fargo, a North Dakota municipal corporation

_____
Timothy J. Mahoney, Mayor

ATTEST:

_____
Steven Sprague, City Auditor

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

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared **Timothy J. Mahoney** and **Steven Sprague**, to me known to be the Mayor and Auditor, respectively, of the City of Fargo, a North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, North Dakota

(SEAL)

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this _____ day of _____, 2018.

GRANTEE:
Midcontinent Communications, a South Dakota partnership

_____
By:_____
Its:_____

STATE OF _____)
) ss:
COUNTY OF _____)

On this ____ day of _____, 2018, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the _____of Midcontinent Communications, a South Dakota partnership, described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, North Dakota

(SEAL)

The legal description was prepared by:
MidContinent Communications

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

CITY OF Fargo

28

Fargo Inspections
City of Fargo
200 Third Street North
701-241-1561
fax 701-241-1526

Memorandum

DATE: July 26, 2018

TO: Mayor Mahoney and Board of City Commissioners

FROM: Bruce Taralson, Inspections Administrator

SUBJECT: Dangerous Building Notice and Order at 427 15 Avenue S., Fargo, ND

This is to notify you that the property owner of 427 15 Avenue S., Fargo, ND, the property that is subject of the attached Notice, has failed to comply with my order to either obtain a permit to repair or remove the heavily damaged structure at that location within the time allowed for that removal. In accordance with Fargo Municipal Code Article 21-0405, it will now be necessary for you to set a date for a hearing of this order at which time the property owner will be able to appear and show cause why the building should not be removed and the costs of that removal assessed against this property.

The recommendation is **to make a motion, in accordance with FMC Article 21-0405, to set August 13, 2018 as the time and date for the hearing regarding the Notice of Dangerous Building and Order for the structure located at 427 15 Avenue S., Fargo, ND.**

Fargo Inspections

City of Fargo
200 Third Street North
701-241-1561
701-476-6779 fax

NOTICE OF DANGEROUS BUILDING

TO: JAMES PETER SABO

YOU ARE HEREBY Given Notice of the following:

1. That this Notice is being given to you pursuant to Fargo Municipal Code, Article 21-04 concerning Dangerous Buildings. This Notice of Dangerous Building takes precedence over the Notice of Substandard Building Order dated June 14, 2018.

2. That the building with which this Notice is concerned is commonly known as 427 15 Avenue South, Fargo, North Dakota, and is located on that tract of land in the city of Fargo, more particularly described as follows:

Lot 113, ADDN# 0120, (Belmont Park)

(hereinafter referred to as "the building")

3. That an inspection was made of the building on June 12, 2018 by Joseph Girdner, Building Inspector, and on June 22, 2018 by Robert Harshberger, Deputy Assessor, of the City of Fargo.

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

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

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

A. Robert Harschberger, Deputy Assessor, of the City of Fargo has deemed that the building has been damaged or deteriorated to the extent of more than fifty (50) percent of its original value prior to the damage or deterioration.

Source: Fargo Municipal Code, Article 21-0402 concerning Dangerous Buildings.

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

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

9. Order for vacation of building. The undersigned building official has determined that the building or structure must be vacated as required by Section 108.2 of the International Property Maintenance Code, 2015 edition. Therefore, it is hereby ordered that the building or structure shall be vacated immediately, and remain vacated, on this 25th day of June, 2018.

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

Dated this 25th day of June, 2018.

Bruce Taralson
Inspections Administrator

Conditions Found Statement

This statement has been updated on this 25th day of June, 2018 to reflect new information obtained after June 12, 2018 for the Notice of Dangerous Building. Added information has been underlined.

On June 12, 2018, inspector, Joseph Girdner, was present at the 427 15 Avenue S., Fargo, ND 58103 for a consultation. The following violations were found:

- Building is structurally unsound.
- Many and various code violations.
- Multiple permits filed as incomplete.
- Work completed without necessary permits.
- Substandard workmanship.

Added June 25, 2018:

- **All existing conditions of building need to be exposed in order to be inspected to determine if the building is allowed to remain. This may include removing all existing interior finishes.**

Permits BL20180708 **and BL20180955 (added June 25, 2018)**, are hereby voided.

The following actions must be taken:

- Provide engineering on structure, mechanical, plumbing and electrical.
- Provide structural plans, **floor plans and truss drawings (added June 25, 2018).**
- Provide list of licensed trades with plans.
- Obtain a new permit and follow through will all necessary inspections.

Joseph Girdner
Building Inspector
City of Fargo, ND

6/25/18
Date Signed

CITY OF Fargo

29

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

July 26, 2018

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

RE: RFP for Rear Load Refuse Packer

Commissioners:

On July 9, 2018, proposals were received and read for one (1) Rear Load Refuse Packer. Five proposals were submitted by three vendors.

The results are as follows:

Firm	Price
Northern Truck	$174,200.00
Northern Truck	$199,252.68
Sanitation Products	$170,818.00
Northland Truck Sales	$178,990.00
Northland Truck Sales	$183,155.00

The review committee consisting of Terry Ludlum, Dave Rheault, and Allan Erickson, determined that all vendors met the required specifications and the prices were within expected parameters. Our recommendation is to award the proposal to Sanitation Products. Funding for this project has been included in the 2018 Solid Waste budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) Rear Load Refuse Packer (RFP18149) from Sanitation Products for the total amount of $170,818.00.

Respectfully Submitted,

Allan Erickson
Fleet Management Specialist

Request for Proposals (RFP)
Rear Load Truck
7/12/18

Proposal Evaluation Summary

	Sanitation Products	Northland Truck Sales	Northland Truck Sales	Northern Truck	Northern Truck
MANUFACTURER	Loadmaster	Neway	Neway	Packmore	Packmore
Model	Excell	Cobra Mag	Cobra Mag	R325C	R325C
Chassis	7400	Frt M2 106	Frt M2 106	$7,400.00	Mack
Packer Body	$170,818.00	$183,155.00	$178,990.00	$174,200.00	$199,252.68
Total	$170,818.00	$183,155.00	$178,990.00	$174,200.00	$199,252.68
Est. Delivery	180	300-340	1 Day	120-160	120-160
Tag Axle Option	6600	6011	7,690.00	8200	8200

PROPOSAL FORM

City of Fargo – Division of Solid Waste

Make/year: 2019 International/Loadmaster

Model: 7400/Excel

Price Each: $170.818.00

TOTAL Equipment Price $ 170,818.00

Steer Axle Option $ 6,600.00

ANTICIPATED DELIVERY DATE: 60 days on receipt of chassis. Estimated delivery date of Chassis is October 15

Company Name: Sanitation Products

Signature:

Title: President

Date: 07/09/2018

The undersigned, as proposer, declares that he/she has read the provisions and specifications covering the RFP, and with full knowledge and understanding of the requirements, does herby agree to furnish said materials in full accordance with the specifications attached hereto and made part hereof, for the price(s) proposed.

I will hold my bid open until 90 days, pending award (bids providing less than 60 days for approval may be rejected.)

Delivery will be made in 60-90 days after receipt of chassis days after receipt of the order.

Date: 07/09/2018

Payment Terms: Payment on Delivery

Name of Firm: Santiation Products

Address: 1402 41st St N

City: Fargo State: ND

Zip Code: 58102

By: Chris Haugrud

Title: President

Signature:

Telephone: 701.282.0296

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

go green ride with us!

30

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JORDAN SMITH
TRANSIT FLEET AND FACILITIES MANAGER

DATE: 7-26-18

RE: AGREEMENT FOR BODY REPAIR SERVICES

The attached Contract Agreements are for body repair services provided to the City of Fargo for the City Fleet vehicles and the MATBUS System Transit vehicles. These contracts have been reviewed and approved by the legal department. No budget adjustment is required for these contracts.

1. Corwin Collision Center – Contract to perform body repair work on the City of Fargo light duty fleet vehicles.
2. Glenn's Body Repair– Contract to perform body repair work on the City of Fargo heavy duty fleet vehicles.
3. Glenn's Body Repair – Contract to perform body repairs on Federally Funded Transit vehicle fleet.

Suggested Motion: Move to approve the contract agreements with Corwin Collision Center and Glenn's Body Repair for body repair services.

CONTRACT
Between the City of Fargo, North Dakota and Glenn's Body Repair, Inc. for HEAVY DUTY BODY/COLLISION REPAIR
August 1, 2018 through July 31, 2021

THIS CONTRACT, is made this 26 day of July, 2018, by and between the City of Fargo, North Dakota, hereinafter referred to as the "City", and Glenn's Body Repair, Inc., hereinafter referred to as the "Contractor".

WHEREAS, the City is in need of repairs and the Contractor agrees to provide such services according to the terms of this Contract; and

WHEREAS, the City and the Contractor wish to set forth the procedures, conditions and agreements between the parties; and

NOW THEREFORE, BE IT AGREED for good and valuable consideration hereby acknowledged:

1. THE WORK

The work under this contract will include vehicle body repair services for the heavy duty vehicle in the city fleet. Tasks will include repairing of body damage to heavy duty city fleet vehicles.

2. TERM

The Contractor covenants and agrees that it will commence and continue the work during the period from August 1, 2018, through July 31, 2021, and will have completed the work in every aspect to the satisfaction and approval of the City.

3. MATERIALS

The Contractor hereby agrees to furnish all materials (except such as are to be furnished by the City), all necessary tools and equipment, and to do and perform all the work and labor, for the price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached as Exhibit A and hereby made a part of this Contract (the "Proposal"), said work to be done and performed in accordance with the Specifications on file in the office of the City which Specifications are hereby made a part of this Contract.

4. PRICE

The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices proposed for the unit items as set forth in the conformed copy of the Proposal, which prices shall conform to those in the accepted Proposal. Payments will be made as provided in the Specifications.

5. ATTACHMENTS

The Contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached, to wit:

1. Advertisement for Proposals dated March 19th, 2018 (Exhibit B);
2. Request for Proposals for Body Repair Services dated April 6th, 2018 (Exhibit C);
3. All Addendums and Attachments identified in the Request for Proposal (not specified below), if any (Exhibit D); and
4. Contractor Price Proposal Summary dated April 4th, 2018(Exhibit A).

6. STATE AND FEDERAL FUNDING

Not Applicable

7. MODIFICATIONS

Both parties will abide by all provisions set out within and agreed upon and detailed within the Proposal, Specifications and all Attachments. Any changes to the provisions of this Contract must be made with a written document that is signed by both parties.

8. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor, by submission of its Proposal, assures the City that it will comply with, and be bound by, all applicable federal, state, and local laws, rules, and ordinances.

9. EQUAL OPPORTUNITY

The Contractor, as a recipient of City funds, must not discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veterans status, physical or mental disability or perceived disability, public assistance status, or other criteria protected by law.

10. INDEMNIFICATION

The Contractor will hold harmless, indemnify and defend the City from any and all claims arising out of or in any way related to the work under this Contract. Said indemnification will include, inter alia, attorneys' fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph will not apply to suits against the City arising out of the City's negligence or intentional acts, or those of its employees, agents or designees.

11. LICENSURE & INSURANCE

The Contractor must be properly licensed to do business in Fargo during the entire term of this Contract. The Contractor must maintain the appropriate Worker's Compensation and Employer's Liability Insurance and must annually provide the City with a Certificate of Liability Insurance describing the limits of coverage and naming the City of Fargo as an additional insured party. By signing this Contract, the Contractor certifies that it will maintain the specified coverage during the entire term of the Contract. The City will require annual proof of proper licensure and insurance to be submitted to the City no later than June 30th in each year of the contract. Any Cancellation Policy statement must read: "Should any of the above described policies be canceled or modified before the expiration date thereof, the issuing company will mail forty-five (45) calendar days written

notice to the certificate holder named as the additional insured, but shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

12. GOVERNING LAW.

This Contract has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. The parties agree the venue for any litigation arising out of this Contract will be in state District Court within Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

13. SUBCONTRACTORS

Subcontractors are not permitted under this Contract.

14. TERMINATION OF CONTRACT

a) The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

b) This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

c) In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

15. SEVERABILITY

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

The date of commencement of the Contractor's performance shall be the date of signature by the City of Fargo, North Dakota authorized personnel or August 1, 2018, whichever event occurs later.

CITY OF FARGO

Dated: _____, 2018 By _____
Timothy J. Mahoney, Mayor

Dated: _____, 2018 Attest_____
Steve Sprague, Auditor

CONTRACTOR:
GLENN'S BODY REPAIR, INC.

Dated: 7/26, 2018

By _____
Rick Johnson, President

Exhibit "A"

Attachment 4

Attachment # 2
Questionnaire and Proposal Form
Repair of Commercial and Heavy Duty Vehicles/Equipment

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.
   4180 7th Ave NE
   West Fargo ND 58078
2. Describe your company and its history – include years in business.
   42 years in business, Specializing in all types of vehicle repairs. Auto, truck, truck Frame, R.V. Marine Industrial, Painting, Sandblasting, Over half of our employees have been employed at Glenn's 15-42yrs.
3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.

Name Rick Johnson	Name Dennis Gustafson
Title President	Title Vice President
Phone 701 282 8749	Phone 701 282 8749
E-Mail Rick@gmtransportation.com	E-Mail Gus@gmtransportation.com

4. Please provide the number of crash estimators and their type of Certification.
   3 Estimators 40yrs each of trade experience
5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)
   4-Trade School degrees, Paint MFG Certification, on the job
6. Is your firm insured for vehicle transport? YES X NO ____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail. 1 year
8. List three governmental or large businesses you have provided similar services.
   Ryder Rental — Nelson Dist.
   Penske Rental — CNH Ind
   RDO Truck — Insurance Companies
9. What estimating guide do you use? Mitchell Estimating
10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies? YES X NO ____
11. Have you read and understand the Requirements and Applicable Clauses? YES X NO ____
12. Do you agree to the Terms and Conditions of this RFP? YES X NO ____
    If No Explain Below

Attachment 4

Proposal Form
Attachment #2

The undersigned shall, if awarded this contract, furnish to the City of Fargo, North Dakota, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair and Painting	Labor Cost per Hour 80.00
Sandblasting	Labor Cost per Hour 80.00
Transportation/Delivery cost	Cost per vehicle 0.00
Estimates	Cost per vehicle 0.00

Attachment #2 Questionnaire and Proposal Form completed and included? YES X NO ____

Additional Documents required for Attachment #2 Proposal
Copy of W9 form included? YES X NO ____
Copy of Insurance Certificate included? YES X NO ____

Receipt of Addendum if issued. (Initial) #1____ #2____ #3____ #4____

If awarded this request, the proposer's signature on this proposal form and contract is the proposer's contractual signature and shall become a binding contract to furnish the services proposed. The City's acceptance is conditioned upon the resolution of any protest to the Request for Proposal.

Signature of Proposer Rick Johnson

Typed/Printed Name and Title Rick Johnson

Company Name Glenn's Body Repair, Inc.

Address 680 7TH Ave NE
West Fargo ND 58078

Telephone 701-282-8749 FAX 701-282-8803

Federal Tax ID No. 45-0365467

Attachment 4

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Glenn's Body Repair, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶
Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 186

Requester's name and address (optional)

6 City, state, and ZIP code
West Fargo, ND 58078

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
4 5 - 0 3 6 5 4 6 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Christine Thurston Date ▶ 4-4-18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Attachment 4

OP ID: RO

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Johnson & Johnson Ins Ag, LLC
PO Box 158
Moorhead, MN 56561-0158
Greg Johnson

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: GLENN-1

INSURED
Glenn's Body Repair, Inc
680 7th Ave NE
West Fargo, ND 58078

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied Insurance	42579
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY [ ] PRO-JECT [ ] LOC			ACPBPA7181578940	06/09/2017	06/09/2018	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON OWNED AUTOS			ACPBA7181578940	06/09/2017	06/09/2018	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (PER ACCIDENT)	$
								$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Property Section			ACPBPA7181578940	06/09/2017	06/09/2018		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CIOFFA1

CITY OF FARGO
200 NORTH 3RD STREET
FARGO, ND 58107-2083

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Greg Johnson

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Exhibit "B"

Attachment 1

REQUEST FOR PROPOSAL

CITY OF FARGO

The City of Fargo is seeking Body/Collision Repair Businesses to submit a proposal for the repair of City of Fargo vehicles and equipment.

Sealed Proposals must be submitted to the City of Fargo Auditor's Department by 2:00 PM CST, April 6, 2018. A contract will be executed within the next 90 days from April 6, 2018.

To register or obtain a sample of the Specifications and Bidding Information contact:

Harold Pedersen
Fleet Services Manager
402 23 St N
Fargo, ND 58102
Phone (701) 241-1460
Fax (701) 298-6971
E-Mail hpedersen@FargoND.gov

Jordan Smith
Transit Fleet & Facilities Manager
650 23 St N
Fargo, ND 58102
(701) 476-5940
(701) 476-5947
jmsmith@matbus.com

Or on the City of Fargo website:

http://fargond.gov/work/bids-rfqs-rfps/q-a

The City of Fargo reserves the right to reject all submittals.

City Auditor's Office
(March 19 & 26, April 2, 2018)

Please publish as a Classified ad on Monday March 19, Monday March 26. and Monday April 2, 2018.

Bill the City of Fargo

Please send one (1) affidavit.

Call Jill at 241-8108 with questions.

Exhibit "C"

Attachment 2

Request For Proposal
for
Body/Collision Repair

Attachment 1 – Light Duty Vehicles
Attachment 2 – Heavy Duty Vehicles
Attachment 3 – Transit Buses

Published Date			March 19, 2018
Final Submission Deadline	2:00 PM	CT	April 6, 2018

Issued by:

City of Fargo Public Works & Metro Area Transit (MAT)

Portions of this RFP may use City of Fargo funding which is partially funded by the North Dakota Department of Transportation, and up to 80% funding by the Federal Transit Administration.

Attachment 2

City of Fargo
Body/Collision Repair RFP

SUBMITTALS
Sealed proposals will be received by the City of Fargo Auditor's Office at 200 3rd Street North, Fargo, North Dakota 58102, for the purpose of repairing body damage on City of Fargo vehicles and equipment. Proposals will be received until **2:00 PM Central Standard Time, April 6, 2018**.

This RFP will consist of three (3) attachments:

Attachment 1 – Body/Collision repair on Light Duty Vehicles (Cars, Vans, Pickups)
Attachment 2 – Body/Collision repair on Heavy Duty Vehicles (Trucks and other Commercial Vehicles)
Attachment 3 – Body/Collision repair on Transit Buses

Interested Businesses can submit proposals on just one (1), two (2), or all three (3) Attachments.

Each Attachment will have a separate bid sheet and Questionnaire to fill out. Incomplete or late submissions will not be considered.

A separate proposer may be selected for each Attachment, or one proposer may be awarded two (2) Attachments or one may be awarded all three (3) Attachments.

The City reserves the right to accept or reject any and all proposals that are in the best interest of the City.

The contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

All proposers are notified that disadvantaged and women-owned business enterprises are encouraged to submit responses to this request. The City of Fargo will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award.

All questions and inquiries about the requirements must be in writing and E-mailed or be addressed to:

Harold Pedersen
Fleet Services Manager
Central Garage
402 23rd Street North
Fargo, ND 58102

Email: hpedersen@fargond.gov
Phone: (701) 241-1460
Fax: (701) 298-6971

Jordan Smith
Transit Fleet and Facilities Manager
Metro Transit Garage
650 23rd Street North
Fargo, ND 58102

E-mail: jmsmith@matbus.com
Phone: (701) 476-5940
Fax: (701) 476-5947

Attachment 2

General Requirements
&
Applicable State and Local Clauses
For Attachments 1, 2, and 3

1. **INTENT**

   This Request for Proposal (RFP) is being published by the City of Fargo for the purpose of selecting a vendor or vendors to perform Body/Collision repair on vehicles and equipment operated by the City of Fargo.

2. **PROPOSER**

   The Proposer must fill out the correct Questionnaire and Bid Sheet for each type of vehicle for which they are submitting a proposal.

3. **PROPOSAL**

   All proposals submitted in accordance with the terms and conditions of the RFP shall be binding upon the proposer for at least **ninety (90)** calendar days after the proposal opening.

4. **BID OPENING**

   There will not be a public opening since this is not a Low Bid Award but is instead a Request for Proposal. All proposals will be reviewed by the selection committee.

5. **CONFIDENTIALITY OF PROPOSAL INFORMATION**

   Each proposal and supporting documents must be submitted in or under cover of a sealed envelope to provide confidentiality of the proposal information prior to the proposal opening. During the selection period, all proposals will be confidential.

6. **CITY OF FARGO RIGHTS**

   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.

7. **AWARD**

   The selection committee of the City of Fargo will review and analyze each response. The committee members will independently rate each proposal. Upon review, the committee may elect to interview the selected firm or firms. They will then determine if they feel additional firms merit interviews. Upon completion of all interviews, using the evaluation form, the committee will then re-evaluate the firms. The firm that best meets the selection criteria will be recommended to the Fargo City Commission. All evaluations will be signed by the evaluator and retained as part of the public official records. No proposals will be considered that do not meet mandatory elements.

   Upon award of a proposal, all information of all proposals, including costs, will become public record.

Attachment 2

8. EVALUATION TABLE

EVALUATION	Maximum Points	Score
Qualifications of the Body Repair Business	40	
Price	40	
References - Reliability & Service	20	
TOTAL POINTS	100	

Price Evaluation Example: The lowest proposed price will receive 40 points. The other proposers will receive points in direct proportion to the lowest price. For example, if the lowest total cost is $100,000 and someone bid $110,000, they would receive 31.5 points (10,000/100,000 = 10%, 100% - 10% = 90%, 90% x 40 = 36 pts)

9. BID PROTEST PROCEDURE

Protests will be accepted from prospective Proposers whose direct economic interest would be affected by the award of a contract or by failure to award a contract. The Director of Operations and the Fargo Fleet Manager will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. All protests shall be in writing and shall be supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. Protest submissions should be concise, logically arranged, and clearly state the ground for the protest. Protests must include at least the following information:

- Name, address, and telephone number of protestor.
- Identification of the solicitation or bid.
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- A statement as to what relief is requested.

A complete copy of the protest procedures can be requested from the Fargo Fleet Manager and Protests should be sent via certified mail through the U.S. Postal Service to:

Fleet Services Manager
Central Garage
402 23rd Street North
Fargo, ND 58102

Protests must be filed with City of Fargo in accordance with our procedures and time requirements. The protest to City of Fargo must be complete and contain all the issues that the protestor believes relevant. The City of Fargo will respond to each substantive issue raised in the protest. Failure to include an issue in the protest to the City of Fargo will preclude raising the issue to FTA, if the protest is appealed to that agency. Following an adverse decision by City of Fargo, protestor may file a protest with FTA under certain limited circumstances.

On occasion, when considered appropriate by the Fargo City Administrator, an informal conference on the merits of the protest with all interested parties may be held.

Attachment 2

10. **REMEDIES/SANCTIONS FOR BREACH**

If awarded the contract, the Contractor shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the City or its operating contractor, with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of the contract.

11. **DISCLAIMER OF LIABILITY**

The City will not hold harmless or indemnify any contractor for any liability whatsoever.

12. **HOLD HARMLESS**

The City will be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

13. **LAW GOVERNING**

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

14. **CONDITIONAL PROPOSALS**

Conditional proposals are subject to rejection in whole or in part.

15. **SUBLETTING OF CONTRACT**

The contract that will be derived from this RFP shall not be sublet except with the written consent of the City. No such consent shall be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under his contract, and all transactions with the City must be through the General Contractor.

16. **ASSIGNMENT/TRANSFER OF INTERESTS**

There shall be no assignment/transfer of interests or delegation of Contractor's rights, duties or responsibilities of Contractor under the contract derived from this RFP without the prior written approval of the City, which approval shall not be unreasonably withheld. An assignment or transfer of interests which shall require approval of the City shall include, without limitation, the occurrence within any six-month period of the transfer of a majority ownership interest of the Contractor, such as a transfer of a majority of the outstanding stock in the Contractor if it is a corporation or a transfer of a majority of the membership in the Contractor if it is a limited liability company. A claim by Contractor that City's withholding of approval is unreasonable may only be resolved by a lawsuit seeking declaratory relief or judgment, and such claim shall not give rise to any action for damages, direct, indirect or consequential.

17. **SEVERABILITY**

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

Attachment 2

18. **REGULATORY REQUIREMENTS**

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

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

19. **RESPONSIBLE FIRMS**

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

20. **RESERVED RIGHTS**

The City reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities and negotiate any or all elements of the proposals.

21. **PUBLICATION, REPRODUCTION AND USE OF MATERIAL**

No custom material produced in whole or in part under the Contract shall be subject to copyright in the United States or in any country. The City and Federal Transit Administration shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom material prepared under any contract resulting from this RFP.

22. **WAIVER**

By submission of its proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of work or the furnishing of the labor services, supplies, materials, or equipment and facilities called for in the solicitation; that it has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it; and, are a complete and correct statement of its prices for performing the labor, services, supplies, materials or equipment and facilities required by the Contract Documents. The Proposer waives any claim for the return of its proposal security if, on account of errors or omissions claimed to have been made by it in its proposal or for any other reason it should refuse or fail to execute the contract.

23. **INDEPENDENT PRICE DETERMINATION**

The Proposer certifies that he/she has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person to put in a sham proposal or to refrain from proposing, and further, that he has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with any person, to fix the proposal amount herein or any other Proposer, or to fix any overhead, profit, or cost element of said proposal amount, or that of any other Proposer, or to secure any advantage against City or any person interested in the proposed contract.

24. **PROHIBITED INTEREST**

No administrator or employee of the City and no member of its governing body shall participate in selection or in the award or administration of a contract if a conflict of interest real or apparent would be involved.

No member or delegate to the North Dakota Legislature or to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising there from.

Attachment 2

25. TERM OF AGREEMENT:

This Agreement shall extend for a term of thirty-six (36) months commencing on the date signed by the parties. Upon the expiration of the term of this Agreement, or any renewal thereof, the Agreement shall continue in full force on a month-to-month basis and may be cancelled by either party upon the giving of ninety (90) days written notice to the other party. In the event that this Agreement continues on a month-to-month basis and any party to this agreement desires to modify or alter the agreement, such party must provide the other party with sixty (60) days notice of such modification/amendment. The other party shall have thirty (30) days thereafter to provide notice of its intent to cancel the Agreement or during the 30-day period, enter into a mutually agreeable modification of this Agreement.

Attachment 2

Applicable Federal Clauses
for
Attachment #3

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

1. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**
   a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

   b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. **PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS**
   a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

   b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

   c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

Attachment 2

3. **ACCESS TO RECORDS AND REPORTS**
   a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
   b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
   c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
   d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. **FEDERAL CHANGES**
   a) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. **CIVIL RIGHTS AND EQUAL OPPORTUNITY**

   The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

   Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

   a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

   b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"

41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. **TERMINATION PROVISIONS**

a) The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

b) This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

c) In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

Attachment 2

7. **DISADVANTAGED AND SMALL BUSINESS ENTERPRISE**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

a) Withholding monthly progress payments;
b) Assessing sanctions;
c) Liquidated damages; and/or
d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

Fostering Small Business Participation

The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender-neutral, however SBEs can also count towards DBE goals.

8. **INCORPORATION OF FTA TERMS**
   a) The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

9. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

   The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

   a) Debarred from participation in any federally assisted Award;
   b) Suspended from participation in any federally assisted Award;
   c) Proposed for debarment from participation in any federally assisted Award;
   d) Declared ineligible to participate in any federally assisted Award;
   e) Voluntarily excluded from participation in any federally assisted Award; or
   f) Disqualified from participation in any federally assisted Award.

   By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
   The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **BREACH OF CONTRACT AND DISPUTE RESOLUTION**
    a) Disputes

Attachment 2

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 200 N 3rd Street, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

b) Performance During Dispute
Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

c) Claims of Damages
Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

d) Remedies
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

e) Rights and Remedies
The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. LOBBYING RESTRICTIONS

The Proposer certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

12. **CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT**

The Contractor agrees:

a) It will not use any violating facilities;
b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
c) It will report violations of use of prohibited facilities to FTA; and
d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

13. **CONTRACT WORK HOURS & SAFETY STANDARDS ACT**

a) The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

b) The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

c) Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

d) The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

Attachment 2

14. **SUBSTANCE ABUSE REQUIREMENTS: DRUG AND ALCOHOL TESTING**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

15. **ENERGY CONSERVATION**

a) Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

16. **SAFE OPERATION OF MOTOR VEHICLES**

a) Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

b) Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

17. **DAVIS-BACON ACT AND COPELAND ACT – PREVAILING WAGE AND ANTI-KICKBACK**

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work

Attachment 2

Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Attachment 3

Attachment # 1
Questionnaire and Proposal Form
Repair of Light Duty Vehicles

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.

   _____
   _____
   _____
   _____

2. Describe your company and its history – include years in business.

   _____
   _____
   _____
   _____
   _____

3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.

   Name _____ Name _____
   Title _____ Title _____
   Phone _____ Phone _____
   E-Mail _____ E-Mail _____

4. Please provide the number of crash estimators and their type of Certification.

   _____
   __

5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

   _____
   __

6. Is your firm insured for vehicle transport? YES _____ NO _____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail.

   _____

8. List three governmental or large businesses you have provided similar services.

   _____
   _____
   _____
   _____

9. What estimating guide do you use?

   _____

Attachment 3

10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies? YES _____ NO _____
11. Have you read and understand the Requirements and Applicable Clauses? YES _____ NO _____
12. Do you agree to the Terms and Conditions of this RFP? YES _____ NO _____

    If No Explain Below

_____

_____

_____

_____

Attachment 3

Proposal Form
Attachment #1

The undersigned shall, if awarded this contract, furnish to the City of Fargo, North Dakota, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair and Painting Labor Cost per Hour

_____

Sandblasting Labor Cost per Hour

_____

Transportation/Delivery cost Cost per vehicle

_____

Estimates Cost per vehicle

_____

Attachment #1 Questionnaire and Proposal Form completed and included? YES _____ NO _____

Additional Documents required for Attachment #1 Proposal
Copy of W9 form included? YES _____ NO _____

Copy of Insurance Certificate included? YES _____ NO _____

Receipt of Addendum if issued. (initial) #1_____ #2_____ #3_____ #4_____

If awarded this request, the proposer's signature on this proposal form and contract is the proposer's contractual signature and shall become a binding contract to furnish the services proposed. The City's acceptance is conditioned upon the resolution of any protest to the Request for Proposal.

Signature of Proposer _____

Typed/Printed Name and Title_____

Company Name _____

Address _____

_____

_____

Telephone _____ FAX _____

Federal Tax ID No. _____

Attachment 3

Attachment # 2
Questionnaire and Proposal Form
Repair of Commercial and Heavy Duty Vehicles/Equipment

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.

   _____
   _____
   _____
   _____

2. Describe your company and its history – include years in business.

   _____
   _____
   _____
   _____
   _____

3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.

   Name _____ Name _____
   Title _____ Title _____
   Phone _____ Phone _____
   E-Mail _____ E-Mail _____

4. Please provide the number of crash estimators and their type of Certification.

   _____
   __

5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

   _____
   __

6. Is your firm insured for vehicle transport? YES _____ NO _____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail._____
8. List three governmental or large businesses you have provided similar services.

   _____
   _____
   _____
   _____

Attachment 3

9. What estimating guide do you use?

_____

10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies? YES _____ NO _____

11. Have you read and understand the Requirements and Applicable Clauses? YES _____ NO _____

12. Do you agree to the Terms and Conditions of this RFP? YES _____ NO _____

If No Explain Below

_____

_____

_____

_____

Attachment 3

Proposal Form
Attachment #2

The undersigned shall, if awarded this contract, furnish to the City of Fargo, North Dakota, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair and Painting	Labor Cost per Hour _____
Sandblasting	Labor Cost per Hour _____
Transportation/Delivery cost	Cost per vehicle _____
Estimates	Cost per vehicle _____

Attachment #2 Questionnaire and Proposal Form completed and included? YES _____ NO _____

Additional Documents required for Attachment #2 Proposal
Copy of W9 form included? YES _____ NO _____

Copy of Insurance Certificate included? YES _____ NO _____

Receipt of Addendum if issued. (initial) #1_____ #2_____ #3_____ #4_____

If awarded this request, the proposer's signature on this proposal form and contract is the proposer's contractual signature and shall become a binding contract to furnish the services proposed. The City's acceptance is conditioned upon the resolution of any protest to the Request for Proposal.

Signature of Proposer _____

Typed/Printed Name and Title_____

Company Name _____

Address _____

_____

_____

Telephone _____ FAX _____

Federal Tax ID No. _____

Attachment 3

Attachment # 3
Questionnaire and Proposal Sheet
Repair of Transit Buses

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.

   _____
   _____
   _____
   _____

2. Describe your company and its history – include years in business.

   _____
   _____
   _____
   _____
   _____

3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.

   Name _____ Name _____
   Title _____ Title _____
   Phone _____ Phone _____
   E-Mail _____ E-Mail _____

4. Please provide the number of crash estimators and their type of Certification.

   _____
   __

5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

   _____
   __

6. Is your firm insured for vehicle transport? YES _____ NO _____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail.

   _____

8. List three governmental or large businesses you have provided similar services.

   _____
   _____
   _____
   _____

Attachment 3

9. What estimating guide do you use?

_____

10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies? YES _____ NO _____
11. Have you read and understand the Requirements and Applicable Clauses? YES _____ NO _____
12. Have you read and understand the Federal Clauses? YES _____ NO _____
13. Does your company have a Drug Testing Program for your Technicians? YES _____ NO _____
14. Are you registered to do business with the Federal Government?(sam.gov) YES _____ NO _____
15. Do you agree to the Terms and Conditions of this RFP? YES _____ NO _____

If No Explain Below

_____

Proposal Form
Attachment #3

The undersigned shall, if awarded this contract, furnish to the City of Fargo, North Dakota, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair & Painting (Heavy Duty) Labor Cost per Hour

_____

Body Repair & Painting (Light Duty) Labor Cost per Hour

_____

Sandblasting Labor Cost per Hour

_____

Transportation/Delivery cost Cost per vehicle

_____

Estimates Cost per vehicle

_____

Attachment #3 Questionnaire and Proposal Form completed and included? YES _____ NO _____

Additional Documents required for Attachment #3 Proposal

Attachment 3

Copy of W9 form included? YES _____ NO _____

Copy of Insurance Certificate included? YES _____ NO _____

Certifications & Restrictions on Lobbying included? YES _____ NO _____

Government-Wide Debarment And Suspension (Nonprocurement) included? YES _____ NO _____

Substance Abuse Certification included?

YES _____ NO _____

Receipt of Addendum if issued. (initial) #1_____ #2_____ #3_____ #4_____

If awarded this request, the bidder's signature on this bid form and contract is the bidder's contractual signature and shall become a binding contract to furnish the services proposed. The City's acceptance is conditioned upon the resolution of any protest to the Request for Proposal.

Signature of Proposer _____

Typed/Printed Name and Title_____

Company Name _____

Address _____

_____

_____

Telephone _____ FAX _____

Federal Tax ID No. _____

Attachment 3

CERTIFICATIONS AND RESTRICTIONS ON LOBBYNG

The undersigned Company/Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Company/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Company/Contractor

_____ Signature of Company/Contractor's Authorized Official

_____ Printed Name

_____ Title of Company/Contractor's Authorized Official

_____ Date

Attachment 3

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over $25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published and update to 49 DFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220 (b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification; By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ Company/Contractor

_____ Signature of Company/Contractor's Authorized Official

_____ Printed Name

_____ Title of Company/Contractor's Authorized Official

Attachment 3

_____ Date

SUBSTANCE ABUSE REQUIREMENTS & CERTIFICATION

SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331, 49 C.F.R. part 655, 49 C.F.R. part 40

Third party contractors who perform *safety-sensitive functions* must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, *Safety-sensitive function* means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The undersigned Company/Contractor certifies:

1. The Company/Contractor has established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program.
2. The Company/Contractor to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Company/Contractor to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, the Company/Contractor to which these testing requirements apply, have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.
4. The Contractor agrees further to certify before the start date of the contract or annually its compliance with parts 655 before January 1st (if applicable) and to submit the Management Information System (MIS) reports before March 15 or the start of the contract to the Transit Fleet Manager at 650 23rd St N, Fargo ND 58102.

_____ Company/Contractor

_____ Signature of Company/Contractor's Authorized Official

_____ Printed Name

Attachment 3

_____ Title of Company/Contractor's Authorized Official

_____ Date

CONTRACT
Between the City of Fargo, North Dakota and Glenn's Body Repair, Inc. for TRANSIT FLEET VEHICLE BODY/COLLISION REPAIR
August 1, 2018 through July 31, 2021

THIS CONTRACT, is made this 26 day of July, 2018, by and between the City of Fargo, North Dakota, hereinafter referred to as the "City", and Glenn's Body Repair, Inc., hereinafter referred to as the "Contractor".

WHEREAS, the City is in need of transit fleet body repairs and the Contractor agrees to provide such services according to the terms of this Contract; and

WHEREAS, The Federal Transit Administration may be providing federal operating assistance for this project in an estimated expected amount not to exceed 50 percent; the Catalog of Federal Domestic Assistance (CFDA) number is 20.507; and

WHEREAS, the City and the Contractor wish to set forth the procedures, conditions and agreements between the parties; and

NOW THEREFORE, BE IT AGREED for good and valuable consideration hereby acknowledged:

1. THE WORK

The work under this contract will include transit vehicle body repair services for the City's MATBUS system and heavy duty vehicle body repair for the city fleet. Tasks will include repairing of body damage to heavy duty and light duty transit vehicles and heavy duty city fleet vehicles.

2. TERM

The Contractor covenants and agrees that it will commence and continue the work during the period from August 1, 2018, through July 31, 2021, and will have completed the work in every aspect to the satisfaction and approval of the City.

3. MATERIALS

The Contractor hereby agrees to furnish all materials (except such as are to be furnished by the City), all necessary tools and equipment, and to do and perform all the work and labor, for the price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached as Exhibit A and hereby made a part of this Contract (the "Proposal"), said work to be done and performed in accordance with the Specifications on file in the office of the City which Specifications are hereby made a part of this Contract.

4. PRICE

The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices proposed for the unit items as set forth in the conformed copy of the Proposal, which prices shall conform to those in the accepted Proposal. Payments will be made as provided in the Specifications.

5. ATTACHMENTS

The Contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached, to wit:

1. Advertisement for Proposals dated March 19th, 2018 (Exhibit B);
2. Request for Proposals for Body Repair Services dated April 6th, 2018(Exhibit C):
3. All Addendums and Attachments identified in the Request for Proposal (not specified below), if any (Exhibit D); and
4. Contractor Price Proposal Summary with Signed Certifications dated April 4th, 2018 (Exhibit A).

6. STATE AND FEDERAL FUNDING

It is understood that the validity of this Contract between the City and the Contractor is contingent upon the receipt by the City of State and Federal funding for the operating deficit of the transit system during the time period specified herein. It is further understood that any reduction or loss of State or Federal funding for the operations of the transit system shall be cause for the City, upon thirty (30) days written notification to the Contractor, to terminate this Contract.

7. MODIFICATIONS

Both parties will abide by all provisions set out within and agreed upon and detailed within the Proposal, Specifications and all Attachments. Any changes to the provisions of this Contract must be made with a written document that is signed by both parties.

8. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor, by submission of its Proposal, assures the City that it will comply with, and be bound by, all applicable federal, state, and local laws, rules, and ordinances.

9. EQUAL OPPORTUNITY

The Contractor, as a recipient of City funds, must not discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veterans status, physical or mental disability or perceived disability, public assistance status, or other criteria protected by law.

10. INDEMNIFICATION

The Contractor will hold harmless, indemnify and defend the City from any and all claims arising out of or in any way related to the work under this Contract. Said indemnification will include, inter alia, attorneys' fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph will not apply to suits against the City arising out of the City's negligence or intentional acts, or those of its employees, agents or designees.

11. LICENSURE & INSURANCE

The Contractor must be properly licensed to do business in Fargo during the entire term of this Contract. The Contractor must maintain the appropriate Worker's Compensation and Employer's Liability Insurance and must annually provide the City with a Certificate of Liability Insurance describing the limits of coverage and naming the City of Fargo as an additional insured party. By signing this Contract, the Contractor certifies that it will

maintain the specified coverage during the entire term of the Contract. The City will require annual proof of proper licensure and insurance to be submitted to the City no later than June 30th in each year of the contract. Any Cancellation Policy statement must read: "Should any of the above described policies be canceled or modified before the expiration date thereof, the issuing company will mail forty-five (45) calendar days written notice to the certificate holder named as the additional insured, but shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

12. GOVERNING LAW

This Contract has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. The parties agree the venue for any litigation arising out of this Contract will be in state District Court within Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

13. SUBCONTRACTORS

Subcontractors are not permitted under this Contract.

14. TERMINATION OF CONTRACT

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

15. SEVERABILITY

In the event any provisions or part of this Contract is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Contract, will be inoperative.

The date of commencement of the Contractor's performance shall be the date of signature by the City of Fargo, North Dakota authorized personnel or August 1, 2018, whichever event occurs later.

CITY OF FARGO

Dated: _____, 2018 By _____
Timothy J. Mahoney, Mayor

Dated: _____, 2018 Attest_____
Steve Sprague, Auditor

CONTRACTOR
GLENN'S BODY REPAIR, INC.

Dated: 7/26, 2018

By _____
Rick Johnson, President

Exhibit "A"

Attachment 4

Attachment # 3
Questionnaire and Proposal Sheet
Repair of Transit Buses

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.
   680 7th Ave NE
   West Fargo, ND 58078
2. Describe your company and its history – include years in business.
   42 years in business Specializing in all types of Vehicle repairs Auto, truck, truck Frame, R.V. Marine Industrial, Painting, Sandblasting. Over half of our employees have been employed at Glenn's 15-42yrs.
3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.

Name Rick Johnson	Name Dennis Gustafson
Title President	Title Vice President
Phone 701 282 8749	Phone 701 282 8749
E-Mail Rick@gmtransportation.com	E-Mail Gus@gmtransportation.com

4. Please provide the number of crash estimators and their type of Certification.
   3 estimators, 40 yrs each of trade experience
5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)
   16 trade school degrees, Paint mfg Certification, on the job
6. Is your firm insured for vehicle transport? YES X NO ____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail. 1 year
8. List three governmental or large businesses you have provided similar services.
   Ryder Rental — Nelson Int.
   Penske Rental — CNH Ind.
   RDO Truck — Insurance Companies
9. What estimating guide do you use? Mitchell Estimating
10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies? YES X NO ____
11. Have you read and understand the Requirements and Applicable Clauses? YES X NO ____
12. Have you read and understand the Federal Clauses? YES X NO ____
13. Does your company have a Drug Testing Program for your Technicians? YES X NO ____
14. Are you registered to do business with the Federal Government?(sam.gov) YES X NO ____
15. Do you agree to the Terms and Conditions of this RFP? YES X NO ____
    If No Explain Below

Attachment 4

Proposal Form
Attachment #3

The undersigned shall, if awarded this contract, furnish to the City of Fargo, North Dakota, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair & Painting (Heavy Duty)	Labor Cost per Hour	80.00
Body Repair & Painting (Light Duty)	Labor Cost per Hour	80.00
Sandblasting	Labor Cost per Hour	80.00
Transportation/Delivery cost	Cost per vehicle	0.00
Estimates	Cost per vehicle	0.00

Attachment #3 Questionnaire and Proposal Form completed and included? YES X NO ____

Additional Documents required for Attachment #3 Proposal

Copy of W9 form included?	YES X	NO ____
Copy of Insurance Certificate Included?	YES X	NO ____
Certifications & Restrictions on Lobbying included?	YES X	NO ____
Government-Wide Debarment And Suspension (Nonprocurement) included?	YES X	NO ____
Substance Abuse Certification included?	X	

YES ____ NO X

Receipt of Addendum if issued. (Initial) #1____ #2____ #3____ #4____

If awarded this request, the bidder's signature on this bid form and contract is the bidder's contractual signature and shall become a binding contract to furnish the services proposed. The City's acceptance is conditioned upon the resolution of any protest to the Request for Proposal.

Signature of Proposer Rick Johnson

Typed/Printed Name and Title Rick Johnson Pres.

Company Name Colenn's Body Repair, Inc.

Address 680 7TH Ave NE

West Fargo ND 58078

Telephone 701-282-8749 FAX 701-282-8803

Federal Tax ID No. 45-0365467

Attachment 4

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Glenn's Body Repair, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 186

Requester's name and address (optional)

6 City, state, and ZIP code
West Fargo, ND 58078

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
4 5 - 0 3 6 5 4 6 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Christine Thurgood Date ▶ 4-4-18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ACORD

CERTIFICATE OF LIABILITY INSURANCE

OP ID: RO

DATE (MM/DD/YYYY) 04/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Johnson & Johnson Ins Ag, LLC
PO Box 158
Moorhead, MN 56561-0158
Greg Johnson

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: GLENN-1

INSURED
Glenn's Body Repair, Inc
680 7th Ave NE
West Fargo, ND 58078

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Allied Insurance	42579
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC			ACPBPA7181578940	06/09/2017	06/09/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			ACPBA7181578940	06/09/2017	06/09/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A	Property Section			ACPBPA7181578940	06/09/2017	06/09/2018		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CIOFFA1

CITY OF FARGO
200 NORTH 3RD STREET
FARGO, ND 58107-2083

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Greg Johnson

© 1988-2009 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment 4

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over $25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published and update to 49 DFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220 (b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification; By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Glenn's Body Repair, Inc. Company/Contractor

Rick Johnson Signature of Company/Contractor's Authorized Official

Rick Johnson Printed Name

Pres. Title of Company/Contractor's Authorized Official

4-21-18 Date

Attachment 4

CERTIFICATIONS AND RESTRICTIONS ON LOBBYNG

The undersigned Company/Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Company/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

Glenn's Body Repair, Inc — Company/Contractor

Rick Johnson — Signature of Company/Contractor's Authorized Official

Rick Johnson — Printed Name

Pres. — Title of Company/Contractor's Authorized Official

4-4-18 — Date

Attachment 4

SUBSTANCE ABUSE REQUIREMENTS & CERTIFICATION

SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331, 49 C.F.R. part 655, 49 C.F.R. part 40

Third party contractors who perform *safety-sensitive functions* must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, *Safety-sensitive function* means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The undersigned Company/Contractor certifies:

1. The Company/Contractor has established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program.
2. The Company/Contractor to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Company/Contractor to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, the Company/Contractor to which these testing requirements apply, have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.
4. The Contractor agrees further to certify before the start date of the contract or annually its compliance with parts 655 before January 1st (if applicable) and to submit the Management Information System (MIS) reports before March 15 or the start of the contract to the Transit Fleet Manager at 650 23rd St N, Fargo ND 58102.

Glenn's Body Repair Inc. Company/Contractor

Rick Johnson Signature of Company/Contractor's Authorized Official

Rick Johnson Printed Name

Pres. Title of Company/Contractor's Authorized Official

4-4-18 Date

Attachment 4

Attachment # 2
Questionnaire and Proposal Form
Repair of Commercial and Heavy Duty Vehicles/Equipment

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.
   4180 7th Ave NE
   West Fargo ND 58078
2. Describe your company and its history – include years in business.
   42 years in business, Specializing in all types of vehicle repairs, Auto, truck, truck Frame, R.V. Marine Industrial, Painting, Sandblasting, over half of our employees have been employed at Glenn's 15-42yrs.
3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.

   Name Bill Johnson
   Title President
   Phone 701 282 8749
   E-Mail Bill@amtransportation.com

   Name Dennis Gustafson
   Title Vice President
   Phone 701 282 8749
   E-Mail Gus@amtransportation.com
4. Please provide the number of crash estimators and their type of Certification.
   3 Estimators 40yrs each of trade experience
5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)
   14-Trade School degrees, Paint MFG Certification, on the job
6. Is your firm insured for vehicle transport? YES X NO ____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail. 1 year.
8. List three governmental or large businesses you have provided similar services.
   Ryder Rental — Nelson Int.
   Penske Rental — CNH Ind
   RDO Truck — Insurance Companies
9. What estimating guide do you use? Mitchell Estimating
10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies? YES X NO ____
11. Have you read and understand the Requirements and Applicable Clauses? YES X NO ____
12. Do you agree to the Terms and Conditions of this RFP? YES X NO ____
    If No Explain Below

Attachment 1

Exhibit "B"

REQUEST FOR PROPOSAL

CITY OF FARGO

The City of Fargo is seeking Body/Collision Repair Businesses to submit a proposal for the repair of City of Fargo vehicles and equipment.

Sealed Proposals must be submitted to the City of Fargo Auditor's Department by 2:00 PM CST, April 6, 2018. A contract will be executed within the next 90 days from April 6, 2018.

To register or obtain a sample of the Specifications and Bidding Information contact:

Harold Pedersen
Fleet Services Manager
402 23 St N
Fargo, ND 58102
Phone (701) 241-1460
Fax (701) 298-6971
E-Mail hpedersen@FargoND.gov

Jordan Smith
Transit Fleet & Facilities Manager
650 23 St N
Fargo, ND 58102
(701) 476-5940
(701) 476-5947
jmsmith@matbus.com

Or on the City of Fargo website:

http://fargond.gov/work/bids-rfqs-rfps/q-a

The City of Fargo reserves the right to reject all submittals.

City Auditor's Office
(March 19 & 26, April 2, 2018)

Please publish as a Classified ad on Monday March 19, Monday March 26, and Monday April 2, 2018.

Bill the City of Fargo

Please send one (1) affidavit.

Call Jill at 241-8108 with questions.

Attachment 2

Exhibit "C"

Request For Proposal
for
Body/Collision Repair

Attachment 1 – Light Duty Vehicles
Attachment 2 – Heavy Duty Vehicles
Attachment 3 – Transit Buses

Published Date			**March 19, 2018**
Final Submission Deadline	**2:00 PM**	**CT**	**April 6, 2018**

Issued by:

City of Fargo Public Works & Metro Area Transit (MAT)

Portions of this RFP may use City of Fargo funding which is partially funded by the North Dakota Department of Transportation, and up to 80% funding by the Federal Transit Administration.

Attachment 2

City of Fargo
Body/Collision Repair RFP

SUBMITTALS

Sealed proposals will be received by the City of Fargo Auditor's Office at 200 3rd Street North, Fargo, North Dakota 58102, for the purpose of repairing body damage on City of Fargo vehicles and equipment. Proposals will be received until **2:00 PM Central Standard Time, April 6, 2018**.

This RFP will consist of three (3) attachments:

Attachment 1 – Body/Collision repair on Light Duty Vehicles (Cars, Vans, Pickups)
Attachment 2 – Body/Collision repair on Heavy Duty Vehicles (Trucks and other Commercial Vehicles)
Attachment 3 – Body/Collision repair on Transit Buses

Interested Businesses can submit proposals on just one (1), two (2), or all three (3) Attachments.

Each Attachment will have a separate bid sheet and Questionnaire to fill out. Incomplete or late submissions will not be considered.

A separate proposer may be selected for each Attachment, or one proposer may be awarded two (2) Attachments or one may be awarded all three (3) Attachments.

The City reserves the right to accept or reject any and all proposals that are in the best interest of the City.

The contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

All proposers are notified that disadvantaged and women-owned business enterprises are encouraged to submit responses to this request. The City of Fargo will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award.

All questions and inquiries about the requirements must be in writing and E-mailed or be addressed to:

Harold Pedersen
Fleet Services Manager
Central Garage
402 23rd Street North
Fargo, ND 58102

Email: hpedersen@fargond.gov
Phone: (701) 241-1460
Fax: (701) 298-6971

Jordan Smith
Transit Fleet and Facilities Manager
Metro Transit Garage
650 23rd Street North
Fargo, ND 58102

E-mail: jmsmith@matbus.com
Phone: (701) 476-5940
Fax: (701) 476-5947

General Requirements
&
Applicable State and Local Clauses
For Attachments 1, 2, and 3

1. **INTENT**

   This Request for Proposal (RFP) is being published by the City of Fargo for the purpose of selecting a vendor or vendors to perform Body/Collision repair on vehicles and equipment operated by the City of Fargo.

2. **PROPOSER**

   The Proposer must fill out the correct Questionnaire and Bid Sheet for **each** type of vehicle for which they are submitting a proposal.

3. **PROPOSAL**

   All proposals submitted in accordance with the terms and conditions of the RFP shall be binding upon the proposer for at least **ninety (90)** calendar days after the proposal opening.

4. **BID OPENING**

   There will not be a public opening since this is not a Low Bid Award but is instead a Request for Proposal. All proposals will be reviewed by the selection committee.

5. **CONFIDENTIALITY OF PROPOSAL INFORMATION**

   Each proposal and supporting documents must be submitted in or under cover of a sealed envelope to provide confidentiality of the proposal information prior to the proposal opening. During the selection period, all proposals will be confidential.

6. **CITY OF FARGO RIGHTS**

   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.

7. **AWARD**

   The selection committee of the City of Fargo will review and analyze each response. The committee members will independently rate each proposal. Upon review, the committee may elect to interview the selected firm or firms. They will then determine if they feel additional firms merit interviews. Upon completion of all interviews, using the evaluation form, the committee will then re-evaluate the firms. The firm that best meets the selection criteria will be recommended to the Fargo City Commission. All evaluations will be signed by the evaluator and retained as part of the public official records. No proposals will be considered that do not meet mandatory elements.

   Upon award of a proposal, all information of all proposals, including costs, will become public record.

Attachment 2

8. EVALUATION TABLE

EVALUATION	Maximum Points	Score
Qualifications of the Body Repair Business	40	
Price	40	
References - Reliability & Service	20	
TOTAL POINTS	100	

Price Evaluation Example: The lowest proposed price will receive 40 points. The other proposers will receive points in direct proportion to the lowest price. For example, if the lowest total cost is $100,000 and someone bid $110,000, they would receive 31.5 points (10,000/100,000 = 10%, 100% - 10% = 90%, 90% x 40 = 36 pts)

9. BID PROTEST PROCEDURE

Protests will be accepted from prospective Proposers whose direct economic interest would be affected by the award of a contract or by failure to award a contract. The Director of Operations and the Fargo Fleet Manager will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. All protests shall be in writing and shall be supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. Protest submissions should be concise, logically arranged, and clearly state the ground for the protest. Protests must include at least the following information:

- Name, address, and telephone number of protestor.
- Identification of the solicitation or bid.
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- A statement as to what relief is requested.

A complete copy of the protest procedures can be requested from the Fargo Fleet Manager and Protests should be sent via certified mail through the U.S. Postal Service to:

Fleet Services Manager
Central Garage
402 23rd Street North
Fargo, ND 58102

Protests must be filed with City of Fargo in accordance with our procedures and time requirements. The protest to City of Fargo must be complete and contain all the issues that the protestor believes relevant. The City of Fargo will respond to each substantive issue raised in the protest. Failure to include an issue in the protest to the City of Fargo will preclude raising the issue to FTA, if the protest is appealed to that agency. Following an adverse decision by City of Fargo, protestor may file a protest with FTA under certain limited circumstances.

On occasion, when considered appropriate by the Fargo City Administrator, an informal conference on the merits of the protest with all interested parties may be held.

10. **REMEDIES/SANCTIONS FOR BREACH**

If awarded the contract, the Contractor shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the City or its operating contractor, with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of the contract.

11. **DISCLAIMER OF LIABILITY**

The City will not hold harmless or indemnify any contractor for any liability whatsoever.

12. **HOLD HARMLESS**

The City will be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

13. **LAW GOVERNING**

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

14. **CONDITIONAL PROPOSALS**

Conditional proposals are subject to rejection in whole or in part.

15. **SUBLETTING OF CONTRACT**

The contract that will be derived from this RFP shall not be sublet except with the written consent of the City. No such consent shall be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under his contract, and all transactions with the City must be through the General Contractor.

16. **ASSIGNMENT/TRANSFER OF INTERESTS**

There shall be no assignment/transfer of interests or delegation of Contractor's rights, duties or responsibilities of Contractor under the contract derived from this RFP without the prior written approval of the City, which approval shall not be unreasonably withheld. An assignment or transfer of interests which shall require approval of the City shall include, without limitation, the occurrence within any six-month period of the transfer of a majority ownership interest of the Contractor, such as a transfer of a majority of the outstanding stock in the Contractor if it is a corporation or a transfer of a majority of the membership in the Contractor if it is a limited liability company. A claim by Contractor that City's withholding of approval is unreasonable may only be resolved by a lawsuit seeking declaratory relief or judgment, and such claim shall not give rise to any action for damages, direct, indirect or consequential.

17. **SEVERABILITY**

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

18. REGULATORY REQUIREMENTS

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

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

19. RESPONSIBLE FIRMS

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

20. RESERVED RIGHTS

The City reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities and negotiate any or all elements of the proposals.

21. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No custom material produced in whole or in part under the Contract shall be subject to copyright in the United States or in any country. The City and Federal Transit Administration shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom material prepared under any contract resulting from this RFP.

22. WAIVER

By submission of its proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of work or the furnishing of the labor services, supplies, materials, or equipment and facilities called for in the solicitation; that it has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it; and, are a complete and correct statement of its prices for performing the labor, services, supplies, materials or equipment and facilities required by the Contract Documents. The Proposer waives any claim for the return of its proposal security if, on account of errors or omissions claimed to have been made by it in its proposal or for any other reason it should refuse or fail to execute the contract.

23. INDEPENDENT PRICE DETERMINATION

The Proposer certifies that he/she has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person to put in a sham proposal or to refrain from proposing, and further, that he has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with any person, to fix the proposal amount herein or any other Proposer, or to fix any overhead, profit, or cost element of said proposal amount, or that of any other Proposer, or to secure any advantage against City or any person interested in the proposed contract.

24. PROHIBITED INTEREST

No administrator or employee of the City and no member of its governing body shall participate in selection or in the award or administration of a contract if a conflict of interest real or apparent would be involved.

No member or delegate to the North Dakota Legislature or to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising there from.

25. TERM OF AGREEMENT:

This Agreement shall extend for a term of thirty-six (36) months commencing on the date signed by the parties. Upon the expiration of the term of this Agreement, or any renewal thereof, the Agreement shall continue in full force on a month-to-month basis and may be cancelled by either party upon the giving of ninety (90) days written notice to the other party. In the event that this Agreement continues on a month-to-month basis and any party to this agreement desires to modify or alter the agreement, such party must provide the other party with sixty (60) days notice of such modification/amendment. The other party shall have thirty (30) days thereafter to provide notice of its intent to cancel the Agreement or during the 30-day period, enter into a mutually agreeable modification of this Agreement.

Attachment 2

Applicable Federal Clauses
for
Attachment #3

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

1. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**
   a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

   b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. **PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS**
   a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

   b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

   c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. **ACCESS TO RECORDS AND REPORTS**

a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. **FEDERAL CHANGES**

a) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. **CIVIL RIGHTS AND EQUAL OPPORTUNITY**

The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"

41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. TERMINATION PROVISIONS

a) The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

b) This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

c) In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

7. **DISADVANTAGED AND SMALL BUSINESS ENTERPRISE**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

a) Withholding monthly progress payments;
b) Assessing sanctions;
c) Liquidated damages; and/or
d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

Fostering Small Business Participation

The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender-neutral, however SBEs can also count towards DBE goals.

8. **INCORPORATION OF FTA TERMS**

a) The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

9. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **BREACH OF CONTRACT AND DISPUTE RESOLUTION**

a) Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 200 N 3rd Street, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

b) Performance During Dispute
Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

c) Claims of Damages
Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

d) Remedies
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

e) Rights and Remedies
The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. LOBBYING RESTRICTIONS

The Proposer certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

12. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees:

a) It will not use any violating facilities;
b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
c) It will report violations of use of prohibited facilities to FTA; and
d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

13. CONTRACT WORK HOURS & SAFETY STANDARDS ACT

a) The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

b) The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

c) Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

d) The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

14. **SUBSTANCE ABUSE REQUIREMENTS: DRUG AND ALCOHOL TESTING**

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

15. **ENERGY CONSERVATION**

a) Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

16. **SAFE OPERATION OF MOTOR VEHICLES**

a) Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

b) Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

17. **DAVIS-BACON ACT AND COPELAND ACT – PREVAILING WAGE AND ANTI-KICKBACK**

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Attachment 3

Attachment # 1
Questionnaire and Proposal Form
Repair of Light Duty Vehicles

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.

   _____
   _____
   _____
   _____

2. Describe your company and its history – include years in business.

   _____
   _____
   _____
   _____
   _____

3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.

   Name _____ Name _____
   Title _____ Title _____
   Phone _____ Phone _____
   E-Mail _____ E-Mail _____

4. Please provide the number of crash estimators and their type of Certification.

   _____
   __

5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

   _____
   __

6. Is your firm insured for vehicle transport? YES _____ NO _____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail.

   _____

8. List three governmental or large businesses you have provided similar services.

   _____
   _____
   _____
   _____

9. What estimating guide do you use?

   _____

Attachment 3

10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies? YES _____ NO _____
11. Have you read and understand the Requirements and Applicable Clauses? YES _____ NO _____
12. Do you agree to the Terms and Conditions of this RFP? YES _____ NO _____

    If No Explain Below

_____

_____

_____

_____

Attachment 3

Proposal Form
Attachment #1

The undersigned shall, if awarded this contract, furnish to the City of Fargo, North Dakota, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair and Painting Labor Cost per Hour

_____

Sandblasting Labor Cost per Hour

_____

Transportation/Delivery cost Cost per vehicle

_____

Estimates Cost per vehicle

_____

Attachment #1 Questionnaire and Proposal Form completed and included? YES _____ NO _____

Additional Documents required for Attachment #1 Proposal
Copy of W9 form included? YES _____ NO _____

Copy of Insurance Certificate included? YES _____ NO _____

Receipt of Addendum if issued. (initial) #1_____ #2_____ #3_____ #4_____

If awarded this request, the proposer's signature on this proposal form and contract is the proposer's contractual signature and shall become a binding contract to furnish the services proposed. The City's acceptance is conditioned upon the resolution of any protest to the Request for Proposal.

Signature of Proposer _____

Typed/Printed Name and Title_____

Company Name _____

Address _____

_____

_____

Telephone _____ FAX _____

Federal Tax ID No. _____

Attachment 3

Attachment # 2
Questionnaire and Proposal Form
Repair of Commercial and Heavy Duty Vehicles/Equipment

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.

   _____
   _____
   _____
   _____

2. Describe your company and its history – include years in business.

   _____
   _____
   _____
   _____
   _____

3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.

   Name _____ Name _____
   Title _____ Title _____
   Phone _____ Phone _____
   E-Mail _____ E-Mail _____

4. Please provide the number of crash estimators and their type of Certification.

   _____
   __

5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

   _____
   __

6. Is your firm insured for vehicle transport? YES _____ NO _____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail._____
8. List three governmental or large businesses you have provided similar services.

   _____
   _____
   _____
   _____

Attachment 3

9. What estimating guide do you use?

_____

10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies? YES _____ NO _____

11. Have you read and understand the Requirements and Applicable Clauses? YES _____ NO _____

12. Do you agree to the Terms and Conditions of this RFP? YES _____ NO _____

If No Explain Below

_____

_____

_____

_____

Attachment 3

Proposal Form
Attachment #2

The undersigned shall, if awarded this contract, furnish to the City of Fargo, North Dakota, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair and Painting	Labor Cost per Hour _____
Sandblasting	Labor Cost per Hour _____
Transportation/Delivery cost	Cost per vehicle _____
Estimates	Cost per vehicle _____

Attachment #2 Questionnaire and Proposal Form completed and included? YES _____ NO _____

Additional Documents required for Attachment #2 Proposal

Copy of W9 form included? YES _____ NO _____

Copy of Insurance Certificate included? YES _____ NO _____

Receipt of Addendum if issued. (initial) #1_____ #2_____ #3_____ #4_____

If awarded this request, the proposer's signature on this proposal form and contract is the proposer's contractual signature and shall become a binding contract to furnish the services proposed. The City's acceptance is conditioned upon the resolution of any protest to the Request for Proposal.

Signature of Proposer _____

Typed/Printed Name and Title_____

Company Name _____

Address _____

_____

_____

Telephone _____ FAX _____

Federal Tax ID No. _____

Attachment # 3
Questionnaire and Proposal Sheet
Repair of Transit Buses

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.

   _____
   _____
   _____
   _____

2. Describe your company and its history – include years in business.

   _____
   _____
   _____
   _____
   _____

3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.

   Name _____ Name _____
   Title _____ Title _____
   Phone _____ Phone _____
   E-Mail _____ E-Mail _____

4. Please provide the number of crash estimators and their type of Certification.

   _____
   __

5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

   _____
   __

6. Is your firm insured for vehicle transport? YES _____ NO _____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail.

   _____

8. List three governmental or large businesses you have provided similar services.

   _____
   _____
   _____
   _____

Attachment 3

9. What estimating guide do you use?

_____

10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies?
NO _____ YES _____

11. Have you read and understand the Requirements and Applicable Clauses? YES _____ NO _____

12. Have you read and understand the Federal Clauses? YES _____ NO _____

13. Does your company have a Drug Testing Program for your Technicians? YES _____ NO _____

14. Are you registered to do business with the Federal Government?(sam.gov) YES _____ NO _____

15. Do you agree to the Terms and Conditions of this RFP? YES _____ NO _____

If No Explain Below

_____

Proposal Form
Attachment #3

The undersigned shall, if awarded this contract, furnish to the City of Fargo, North Dakota, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair & Painting (Heavy Duty) Labor Cost per Hour
_____

Body Repair & Painting (Light Duty) Labor Cost per Hour
_____

Sandblasting Labor Cost per Hour
_____

Transportation/Delivery cost Cost per vehicle
_____

Estimates Cost per vehicle
_____

Attachment #3 Questionnaire and Proposal Form completed and included? YES _____ NO _____

Additional Documents required for Attachment #3 Proposal

Attachment 3

Copy of W9 form included? YES _____ NO _____

Copy of Insurance Certificate included? YES _____ NO _____

Certifications & Restrictions on Lobbying included? YES _____ NO _____

Government-Wide Debarment And Suspension (Nonprocurement) included? YES _____ NO _____

Substance Abuse Certification included?

YES _____ NO _____

Receipt of Addendum if issued. (initial) #1_____ #2_____ #3_____ #4_____

If awarded this request, the bidder's signature on this bid form and contract is the bidder's contractual signature and shall become a binding contract to furnish the services proposed. The City's acceptance is conditioned upon the resolution of any protest to the Request for Proposal.

Signature of Proposer _____

Typed/Printed Name and Title_____

Company Name _____

Address _____

_____

_____

Telephone _____ FAX _____

Federal Tax ID No. _____

Attachment 3

CERTIFICATIONS AND RESTRICTIONS ON LOBBYNG

The undersigned Company/Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Company/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Company/Contractor

_____ Signature of Company/Contractor's Authorized Official

_____ Printed Name

_____ Title of Company/Contractor's Authorized Official

_____ Date

Attachment 3

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over $25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published and update to 49 DFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220 (b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification; By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ Company/Contractor

_____ Signature of Company/Contractor's Authorized Official

_____ Printed Name

_____ Title of Company/Contractor's Authorized Official

Attachment 3

_____ Date

SUBSTANCE ABUSE REQUIREMENTS & CERTIFICATION

SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331, 49 C.F.R. part 655, 49 C.F.R. part 40

Third party contractors who perform *safety-sensitive functions* must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, *Safety-sensitive function* means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The undersigned Company/Contractor certifies:

1. The Company/Contractor has established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program.
2. The Company/Contractor to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Company/Contractor to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, the Company/Contractor to which these testing requirements apply, have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.
4. The Contractor agrees further to certify before the start date of the contract or annually its compliance with parts 655 before January 1st (if applicable) and to submit the Management Information System (MIS) reports before March 15 or the start of the contract to the Transit Fleet Manager at 650 23rd St N, Fargo ND 58102.

_____ Company/Contractor

_____ Signature of Company/Contractor's Authorized Official

_____ Printed Name

Attachment 3

_____ Title of Company/Contractor's Authorized Official

_____ Date

CONTRACT
Between the City of Fargo, North Dakota and Corwin Brothers LLC, d/b/a Corwin Collision Center for CITY OF FARGO LIGHT DUTY VEHICLE BODY/COLLISION REPAIR
August 1, 2018 through July 31, 2021

THIS CONTRACT, is made this 26 day of July, 2018, by and between the City of Fargo, North Dakota, hereinafter referred to as the "City", and Corwin Brothers LLC, d/b/a Corwin Collision Center, hereinafter referred to as the "Contractor".

WHEREAS, the City is in need of fleet vehicle body repairs and the Contractor agrees to provide such services according to the terms of this Contract; and

WHEREAS, the City and the Contractor wish to set forth the procedures, conditions and agreements between the parties; and

NOW THEREFORE, BE IT AGREED for good and valuable consideration hereby acknowledged:

1. THE WORK

The work under this contract will include fleet vehicle body repair services for the City of Fargo. Tasks will include repairing of body damage to light duty fleet vehicles.

2. TERM

The Contractor covenants and agrees that it will commence and continue the work during the period from August 1, 2018, through July 31, 2021, and will have completed the work in every aspect to the satisfaction and approval of the City.

3. MATERIALS

The Contractor hereby agrees to furnish all materials (except such as are to be furnished by the City), all necessary tools and equipment, and to do and perform all the work and labor, for the price and compensation set forth and specified in the proposal signed by the Contractor and hereto attached as Exhibit A and hereby made a part of this Contract (the "Proposal"), said work to be done and performed in accordance with the Specifications on file in the office of the City which Specifications are hereby made a part of this Contract.

4. PRICE

The City agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices proposed for the unit items as set forth in the conformed copy of the Proposal, which prices shall conform to those in the accepted Proposal. Payments will be made as provided in the Specifications.

5. ATTACHMENTS

The Contract consists of the following component parts, all of which are fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached, to wit:

1. Advertisement for Proposals dated March 19th, 2018 (Exhibit B);
2. Request for Proposals for Body Repair Services dated April 6th, 2018(Exhibit C);
3. All Addendums and Attachments identified in the Request for Proposal (not specified below), if any (Exhibit D); and
4. Contractor Price Proposal Summary dated January 2nd, 2017 (Exhibit A).

6. STATE AND FEDERAL FUNDING

Not Applicable

7. MODIFICATIONS

Both parties will abide by all provisions set out within and agreed upon and detailed within the Proposal, Specifications and all Attachments. Any changes to the provisions of this Contract must be made with a written document that is signed by both parties.

8. COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor, by submission of its Proposal, assures the City that it will comply with, and be bound by, all applicable federal, state, and local laws, rules, and ordinances.

9. EQUAL OPPORTUNITY

The Contractor, as a recipient of City funds, must not discriminate against any worker, employee, applicant, or any member of the public because of race, color, sex, gender, sexual orientation, religion, age, marital status, national origin, veterans status, physical or mental disability or perceived disability, public assistance status, or other criteria protected by law.

10. INDEMNIFICATION

The Contractor will hold harmless, indemnify and defend the City from any and all claims arising out of or in any way related to the work under this Contract. Said indemnification will include, inter alia, attorneys' fees, damages, whether punitive, economic or compensatory, and costs and disbursements. However, this paragraph will not apply to suits against the City arising out of the City's negligence or intentional acts, or those of its employees, agents or designees.

11. LICENSURE & INSURANCE

The Contractor must be properly licensed to do business in Fargo during the entire term of this Contract. The Contractor must maintain the appropriate Worker's Compensation and Employer's Liability Insurance and must annually provide the City with a Certificate of Liability Insurance describing the limits of coverage and naming the City of Fargo as an additional insured party. By signing this Contract, the Contractor certifies that it will maintain the specified coverage during the entire term of the Contract. The City will require annual proof of proper licensure and insurance to be submitted to the City no later than June 30th in each year of the contract. Any Cancellation Policy statement must read: "Should any of the above described policies be canceled or modified before the expiration date thereof, the issuing company will mail forty-five (45) calendar days written

notice to the certificate holder named as the additional insured, but shall impose no obligation or liability of any kind upon the company, its agents, or representatives."

12. GOVERNING LAW

This Contract has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. The parties agree the venue for any litigation arising out of this Contract will be in state District Court within Cass County, North Dakota, and the parties waive any objection to personal jurisdiction.

13. SUBCONTRACTORS

Subcontractors are not permitted under this Contract.

14. TERMINATION OF CONTRACT

a) The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

b) This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

c) In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

15. SEVERABILITY

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

The date of commencement of the Contractor's performance shall be the date of signature by the City of Fargo, North Dakota authorized personnel or August 1, 2018, whichever event occurs later.

CITY OF FARGO

Dated: _____, 2018 By _____
Timothy J. Mahoney, Mayor

Dated: _____, 2018 Attest_____
Steve Sprague, Auditor

CONTRACTOR:
CORWIN BROTHERS LLC, D/B/A CORWIN COLLISION CENTER

Dated: 7-26-18, 2018

By _____
Victor Peterson, Manager

Exhibit "A"

Attachment 4

Attachment # 1
Questionnaire and Proposal Form
Repair of Light Duty Vehicles

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.
   Corwin Collision Center
   4201 Main Ave
   Fargo ND 58103
2. Describe your company and its history – include years in business.
   The Corwin Family has been in business for over 100 years and the Collision Center has been in business for over 35 years. We provide service/repairs for any customers involved in an accident. Also provide services for all of our customers with any repairs.
3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.
   Name Mike Wiedewitsch Name Victor Peterson
   Title Service Advisor/Estimator Title Manager
   Phone 701-551-5064 Phone 701 277 1204
   E-Mail Mwiedewitsch@corwinauto.com E-Mail VPeterson@corwinauto.com
4. Please provide the number of crash estimators and their type of Certification.
   4 estimators; PPG, Estimatic Training, + ICAR Cert
5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)
   10 Techs; Icar Gold + ASE Cert
6. Is your firm insured for vehicle transport? YES ✓ NO ____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail. See attached Sheet
8. List three governmental or large businesses you have provided similar services.
   North Dakota DOT
   Lease Plan
   Olaf Anderson + Sons
9. What estimating guide do you use? Audatex + CCC One
10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies? YES ✓ NO ____
11. Have you read and understand the Requirements and Applicable Clauses? YES ✓ NO ____
12. Do you agree to the Terms and Conditions of this RFP? YES ✓ NO ____
    If No Explain Below

Attachment 4

Proposal Form
Attachment #1

The undersigned shall, if awarded this contract, furnish to the City of Fargo, North Dakota, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair and Painting	Labor Cost per Hour	$160.00
Sandblasting	Labor Cost per Hour	$ N/A
Transportation/Delivery cost	Cost per vehicle	$0
Estimates	Cost per vehicle	$0

Attachment #1 Questionnaire and Proposal Form completed and included? YES ✓ NO ____

Additional Documents required for Attachment #1 Proposal
Copy of W9 form included? YES ✓ NO ____
Copy of Insurance Certificate included? YES ✓ NO ____

Receipt of Addendum if issued. (initial) #1 MW #2 MW #3 MW #4 MW

If awarded this request, the proposer's signature on this proposal form and contract is the proposer's contractual signature and shall become a binding contract to furnish the services proposed. The City's acceptance is conditioned upon the resolution of any protest to the Request for Proposal

Signature of Proposer x [signature]

Typed/Printed Name and Title Mike Wiedewitsch

Company Name Corwin Collision Center

Address 4201 Main Ave
Fargo ND 58103

Telephone 701 277 1209 FAX ____

Federal Tax ID No. 27-3089311

Attachment 4

Attachment #1

#7 Warranties

Parts - what the manufactor's warranty is

Products- as long as you own vehicle

Services- as long as you own vehicle

workmanship- as long as you own vehicle

Attachment 4

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above
CORWIN BROTHERS L L C dba CORWIN COLLISION CENTER L L C

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ C
Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
4201 MAIN AVENUE

Requester's name and address (optional)

6 City, state, and ZIP code
FARGO ND 58103-1127

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 7 – 3 0 8 9 3 1 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 01-02-2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Attachment 4

OFFICE OF STATE TAX COMMISSIONER
CERTIFICATE OF RESALE
SFN 21950 (11-2002)

I hereby certify that I hold North Dakota (State) Sales and Use Tax permit number 315544 I am engaged in the business of selling, leasing or renting Auto Body Repair

I further certify that the tangible personal property purchased from _____ is purchased by me for resale.

I further certify that I will report and remit any sales or use tax and any penalties which attach as a result of purchases from the above seller which are used or consumed by me.

Corwin Brothers LLCdba Corwin Collision Center LLC
Business Name

4201 Main Avenue, Fargo ND 58103-1127
Business Address

Authorized Signature

January 2nd, 2017
Date

ACORD®

CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY) 7/25/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Dawson Insurance, a Marsh & McLennan Agency LLC co
721 1st Avenue North
Fargo ND 58102

CONTACT NAME: Donna Christlieb
PHONE (A/C, No, Ext): 701-237-3311 FAX (A/C, No): 701-232-4442
E-MAIL ADDRESS: donna@dawsonins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Insurance Companies	10677
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Corwin Wilson Management LLP
Corwin Brothers LLC
Attn: Jim Bruggeman
201 40th St S
Fargo ND 58103

COVERAGES PROD / CUSTOMER ID: CORWI-6 CERTIFICATE #: 979549322 REVISION #:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GARAGE LIABILITY X ALL OWNED AUTOS X NON-OWNED AUTOS USED IN GARAGE BUSINESS X HIRED AUTOS ONLY			EPP 0214217	11/1/2017	11/1/2018	AUTO ONLY (Ea accident)	$
							OTHER THAN AUTO ONLY: EA ACCIDENT	$ 1,000,000
							OTHER THAN AUTO ONLY: AGGREGATE	$ 2,000,000
A	GARAGE KEEPERS LIABILITY X LEGAL LIABILITY DIRECT BASIS X PRIMARY EXCESS			EPP 0214217	11/1/2017	11/1/2018	X COMP / OTC SPECIFIED PERILS LOC 01	$ 1,000,000
							COMP / OTC SPECIFIED PERILS LOC 02	$ 1,000,000
							X COLLISION LOC 04	$ 600,000
							COLLISION LOC 05	$ 600,000
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EPP 0214217	11/1/2017	11/1/2018	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under REMARKS below	N / A					PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Garagekeepers - continued			EPP 0214217	11/1/2017	11/1/2018	Loc 6,7,8,12,13,18,19 Loc 4,5,14,16,23,25	$100000 EA LOC $600,000 EA LOC

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Loc 01 - 222 40th St S, Fargo, ND 58102; Loc 02 - 201 40th St S, Fargo, ND 58103; Loc 04 - 4201 Main Ave., Fargo, ND Loc 05 - 4050 Main Ave, Fargo, ND 58103; Loc 06 - 301 38th St S, Fargo, ND 58103; Loc 7 - 2565 US Hwy 93 N, Kalispell, MT 59901; Loc 8 - 2545 US Hwy 93 N, Kalispell, MT 59901;Loc 12 1025,1037,1061,1067 W Sunshine St, Springfield, MO; Loc 13- 5707 E Gate Blvd, Nampa, ID 83687; Loc 14 - See Attached...

CERTIFICATE HOLDER

FBL Financial Group, Inc.
Farm Bureau Property & Casualty Insurance Company
...

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Thomas C. Dawson

© 2010, 2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: CORWI-6

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Dawson Insurance, a Marsh & McLennan Agency LLC co	Corwin Wilson Management LLP Corwin Brothers LLC Attn: Jim Bruggeman 201 40th St S Fargo ND 58103
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 30 FORM TITLE: CERTIFICATE OF GARAGE INSURANCE

719 3rd St S, Nampa, ID 83687; Loc 16 - 3240 W Sunshine St, Springfield, MO 65807; Loc 38 - 7851 South 19th Circle, Bellevue, NE 68005; Loc 19 - 1225 N Autoplex Way, Pasco, WA 99301; Loc 23 - 700 W Columbia St, Pasco, WA 99301; Loc 25 217 38th St. S., Fargo, ND
Garage Keepers Liability coverage is Direct & Primary

© 2008 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

Attachment 1

Exhibit "B"

REQUEST FOR PROPOSAL

CITY OF FARGO

The City of Fargo is seeking Body/Collision Repair Businesses to submit a proposal for the repair of City of Fargo vehicles and equipment.

Sealed Proposals must be submitted to the City of Fargo Auditor's Department by 2:00 PM CST, April 6, 2018. A contract will be executed within the next 90 days from April 6, 2018.

To register or obtain a sample of the Specifications and Bidding Information contact:

Harold Pedersen
Fleet Services Manager
402 23 St N
Fargo, ND 58102
Phone (701) 241-1460
Fax (701) 298-6971
E-Mail hpedersen@FargoND.gov

Jordan Smith
Transit Fleet & Facilities Manager
650 23 St N
Fargo, ND 58102
(701) 476-5940
(701) 476-5947
jmsmith@matbus.com

Or on the City of Fargo website:

http://fargond.gov/work/bids-rfqs-rfps/q-a

The City of Fargo reserves the right to reject all submittals.

City Auditor's Office
(March 19 & 26, April 2, 2018)

Please publish as a Classified ad on Monday March 19, Monday March 26, and Monday April 2, 2018.

Bill the City of Fargo

Please send one (1) affidavit.

Call Jill at 241-8108 with questions.

Exhibit "C"

Request For Proposal
for
Body/Collision Repair

Attachment 1 – Light Duty Vehicles
Attachment 2 – Heavy Duty Vehicles
Attachment 3 – Transit Buses

Published Date			**March 19, 2018**
Final Submission Deadline	**2:00 PM**	**CT**	**April 6, 2018**

Issued by:

City of Fargo Public Works & Metro Area Transit (MAT)

Portions of this RFP may use City of Fargo funding which is partially funded by the North Dakota Department of Transportation, and up to 80% funding by the Federal Transit Administration.

City of Fargo
Body/Collision Repair RFP

SUBMITTALS
Sealed proposals will be received by the City of Fargo Auditor's Office at 200 3rd Street North, Fargo, North Dakota 58102, for the purpose of repairing body damage on City of Fargo vehicles and equipment. Proposals will be received until **2:00 PM Central Standard Time, April 6, 2018**.

This RFP will consist of three (3) attachments:

Attachment 1 – Body/Collision repair on Light Duty Vehicles (Cars, Vans, Pickups)
Attachment 2 – Body/Collision repair on Heavy Duty Vehicles (Trucks and other Commercial Vehicles)
Attachment 3 – Body/Collision repair on Transit Buses

Interested Businesses can submit proposals on just one (1), two (2), or all three (3) Attachments.

Each Attachment will have a separate bid sheet and Questionnaire to fill out. Incomplete or late submissions will not be considered.

A separate proposer may be selected for each Attachment, or one proposer may be awarded two (2) Attachments or one may be awarded all three (3) Attachments.

The City reserves the right to accept or reject any and all proposals that are in the best interest of the City.

The contractor will be required to comply with all applicable equal employment opportunity laws and regulations.

All proposers are notified that disadvantaged and women-owned business enterprises are encouraged to submit responses to this request. The City of Fargo will ensure that respondents to this request will not be discriminated against based on sex, race, color, creed or national origin in consideration of an award.

All questions and inquiries about the requirements must be in writing and E-mailed or be addressed to:

Harold Pedersen
Fleet Services Manager
Central Garage
402 23rd Street North
Fargo, ND 58102

Email: hpedersen@fargond.gov
Phone: (701) 241-1460
Fax: (701) 298-6971

Jordan Smith
Transit Fleet and Facilities Manager
Metro Transit Garage
650 23rd Street North
Fargo, ND 58102

E-mail: jmsmith@matbus.com
Phone: (701) 476-5940
Fax: (701) 476-5947

Attachment 2

General Requirements
&
Applicable State and Local Clauses
For Attachments 1, 2, and 3

1. **INTENT**

   This Request for Proposal (RFP) is being published by the City of Fargo for the purpose of selecting a vendor or vendors to perform Body/Collision repair on vehicles and equipment operated by the City of Fargo.

2. **PROPOSER**

   The Proposer must fill out the correct Questionnaire and Bid Sheet for **each** type of vehicle for which they are submitting a proposal.

3. **PROPOSAL**

   All proposals submitted in accordance with the terms and conditions of the RFP shall be binding upon the proposer for at least **ninety (90)** calendar days after the proposal opening.

4. **BID OPENING**

   There will not be a public opening since this is not a Low Bid Award but is instead a Request for Proposal. All proposals will be reviewed by the selection committee.

5. **CONFIDENTIALITY OF PROPOSAL INFORMATION**

   Each proposal and supporting documents must be submitted in or under cover of a sealed envelope to provide confidentiality of the proposal information prior to the proposal opening. During the selection period, all proposals will be confidential.

6. **CITY OF FARGO RIGHTS**

   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.

7. **AWARD**

   The selection committee of the City of Fargo will review and analyze each response. The committee members will independently rate each proposal. Upon review, the committee may elect to interview the selected firm or firms. They will then determine if they feel additional firms merit interviews. Upon completion of all interviews, using the evaluation form, the committee will then re-evaluate the firms. The firm that best meets the selection criteria will be recommended to the Fargo City Commission. All evaluations will be signed by the evaluator and retained as part of the public official records. No proposals will be considered that do not meet mandatory elements.

   Upon award of a proposal, all information of all proposals, including costs, will become public record.

8. EVALUATION TABLE

EVALUATION	Maximum Points	Score
Qualifications of the Body Repair Business	40	
Price	40	
References - Reliability & Service	20	
TOTAL POINTS	100	

Price Evaluation Example: The lowest proposed price will receive 40 points. The other proposers will receive points in direct proportion to the lowest price. For example, if the lowest total cost is $100,000 and someone bid $110,000, they would receive 31.5 points (10,000/100,000 = 10%, 100% - 10% = 90%, 90% x 40 = 36 pts)

9. BID PROTEST PROCEDURE

Protests will be accepted from prospective Proposers whose direct economic interest would be affected by the award of a contract or by failure to award a contract. The Director of Operations and the Fargo Fleet Manager will consider all protests or objections filed in a timely manner regarding the award of a contract, whether submitted before or after award. All protests shall be in writing and shall be supported by sufficient information to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. Protest submissions should be concise, logically arranged, and clearly state the ground for the protest. Protests must include at least the following information:

- Name, address, and telephone number of protestor.
- Identification of the solicitation or bid.
- A detailed statement of the legal and factual grounds of the protest, including copies of relevant documents.
- A statement as to what relief is requested.

A complete copy of the protest procedures can be requested from the Fargo Fleet Manager and Protests should be sent via certified mail through the U.S. Postal Service to:

Fleet Services Manager
Central Garage
402 23rd Street North
Fargo, ND 58102

Protests must be filed with City of Fargo in accordance with our procedures and time requirements. The protest to City of Fargo must be complete and contain all the issues that the protestor believes relevant. The City of Fargo will respond to each substantive issue raised in the protest. Failure to include an issue in the protest to the City of Fargo will preclude raising the issue to FTA, if the protest is appealed to that agency. Following an adverse decision by City of Fargo, protestor may file a protest with FTA under certain limited circumstances.

On occasion, when considered appropriate by the Fargo City Administrator, an informal conference on the merits of the protest with all interested parties may be held.

10. **REMEDIES/SANCTIONS FOR BREACH**

If awarded the contract, the Contractor shall warrant that he or she has not offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any official or employee of the City or its operating contractor, with a view toward securing favorable treatment in the awarding, amending, or evaluating performance of the contract.

11. **DISCLAIMER OF LIABILITY**

The City will not hold harmless or indemnify any contractor for any liability whatsoever.

12. **HOLD HARMLESS**

The City will be held harmless and free from any and all liability, claims, or expenses whatsoever incurred by, or on behalf of, any person or organization responding to this RFP.

13. **LAW GOVERNING**

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

14. **CONDITIONAL PROPOSALS**

Conditional proposals are subject to rejection in whole or in part.

15. **SUBLETTING OF CONTRACT**

The contract that will be derived from this RFP shall not be sublet except with the written consent of the City. No such consent shall be construed as making the City a party to such subcontract, or subjecting the City to liability of any kind to any subcontractor. No subcontract shall, under any circumstances, relieve the Contractor of his liability and obligation under his contract, and all transactions with the City must be through the General Contractor.

16. **ASSIGNMENT/TRANSFER OF INTERESTS**

There shall be no assignment/transfer of interests or delegation of Contractor's rights, duties or responsibilities of Contractor under the contract derived from this RFP without the prior written approval of the City, which approval shall not be unreasonably withheld. An assignment or transfer of interests which shall require approval of the City shall include, without limitation, the occurrence within any six-month period of the transfer of a majority ownership interest of the Contractor, such as a transfer of a majority of the outstanding stock in the Contractor if it is a corporation or a transfer of a majority of the membership in the Contractor if it is a limited liability company. A claim by Contractor that City's withholding of approval is unreasonable may only be resolved by a lawsuit seeking declaratory relief or judgment, and such claim shall not give rise to any action for damages, direct, indirect or consequential.

17. **SEVERABILITY**

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

18. REGULATORY REQUIREMENTS

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

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

19. RESPONSIBLE FIRMS

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals.

20. RESERVED RIGHTS

The City reserves the right to accept or reject any or all of the proposals submitted, waive informalities and technicalities and negotiate any or all elements of the proposals.

21. PUBLICATION, REPRODUCTION AND USE OF MATERIAL

No custom material produced in whole or in part under the Contract shall be subject to copyright in the United States or in any country. The City and Federal Transit Administration shall have authority to publish, disclose, distribute and otherwise use, in whole or in part, any custom material prepared under any contract resulting from this RFP.

22. WAIVER

By submission of its proposal, the Proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of work or the furnishing of the labor services, supplies, materials, or equipment and facilities called for in the solicitation; that it has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it; and, are a complete and correct statement of its prices for performing the labor, services, supplies, materials or equipment and facilities required by the Contract Documents. The Proposer waives any claim for the return of its proposal security if, on account of errors or omissions claimed to have been made by it in its proposal or for any other reason it should refuse or fail to execute the contract.

23. INDEPENDENT PRICE DETERMINATION

The Proposer certifies that he/she has not colluded, conspired, connived, or agreed, directly or indirectly, with any Proposer or person to put in a sham proposal or to refrain from proposing, and further, that he has not in any manner, directly or indirectly sought by agreement, collusion, communication, or conference, with any person, to fix the proposal amount herein or any other Proposer, or to fix any overhead, profit, or cost element of said proposal amount, or that of any other Proposer, or to secure any advantage against City or any person interested in the proposed contract.

24. PROHIBITED INTEREST

No administrator or employee of the City and no member of its governing body shall participate in selection or in the award or administration of a contract if a conflict of interest real or apparent would be involved.

No member or delegate to the North Dakota Legislature or to the Congress of the United States shall be admitted to any share or part of the Agreement or any benefit arising there from.

25. TERM OF AGREEMENT:

This Agreement shall extend for a term of thirty-six (36) months commencing on the date signed by the parties. Upon the expiration of the term of this Agreement, or any renewal thereof, the Agreement shall continue in full force on a month-to-month basis and may be cancelled by either party upon the giving of ninety (90) days written notice to the other party. In the event that this Agreement continues on a month-to-month basis and any party to this agreement desires to modify or alter the agreement, such party must provide the other party with sixty (60) days notice of such modification/amendment. The other party shall have thirty (30) days thereafter to provide notice of its intent to cancel the Agreement or during the 30-day period, enter into a mutually agreeable modification of this Agreement.

Attachment 2

Applicable Federal Clauses
for
Attachment #3

Only to the extent any of the following sections are applicable to a contract of the nature herein contemplated, the following shall apply:

1. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES**
   a) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

   b) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

2. **PROGRAM FRAUD & FALSE OR FRAUDULENT STATEMENTS & RELATED ACTS**
   a) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, Program Fraud Civil Remedies, 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or cause to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

   b) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(1) on the Contractor, to the extent the Federal Government deems appropriate.

   c) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

3. **ACCESS TO RECORDS AND REPORTS**
   a) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
   b) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
   c) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.
   d) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

4. **FEDERAL CHANGES**
   a) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, and they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

5. **CIVIL RIGHTS AND EQUAL OPPORTUNITY**

   The City of Fargo is an Equal Opportunity Employer. As such, the City of Fargo agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City of Fargo agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

   Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

   a) Nondiscrimination. In accordance with Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

   b) Race, Color, Religion, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"

41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

c) Age. In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 *et seq.*, U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

d) Disabilities. In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 *et seq.*, the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 *et seq.*, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

6. TERMINATION PROVISIONS

a) The City reserves the right to terminate this agreement for cause by written notices to the Contractor. Cause for termination will be documented failure(s) of the Contractor to provide services in the quantity and/or quality required by the agreement. Contractor will, within ten (10) days, correct the failure or present the City with a plan to correct the failure. In the event Contractor does not correct failure or complete its plan to correct failure, then the City may terminate this agreement by notifying Contractor of date of termination. Said termination shall not diminish the City of Fargo's rights under law or equity.

b) This Contract may be terminated for cause by either party upon seven (7) days' written notice in the event of substantial failure to perform through no fault of the terminating party.

c) In the event of any termination, City of Fargo shall pay the agreed rate only for services delivered up to the date of termination. City of Fargo has no obligation to Contractor, of any kind, after the date of termination.

7. **DISADVANTAGED AND SMALL BUSINESS ENTERPRISE**

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

a) Withholding monthly progress payments;
b) Assessing sanctions;
c) Liquidated damages; and/or
d) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

Further, recipients must establish a contract clause to require prime contractors to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the recipient makes to the prime contractor. 49 C.F.R. § 26.29(a). Finally, for contracts with defined DBE contract goals, each FTA recipient must include in each prime contract a provision stating that the contractor shall utilize the specific DBEs listed unless the contractor obtains the recipient's written consent; and that, unless the recipient's consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE. 49 C.F.R. § 26.53(f) (1).

In connection with the performance of this service, the Contractor will cooperate with the City of Fargo in the utilization of disadvantaged business enterprises including women-owned business enterprises for the duration of the contract and will use its best efforts to insure that disadvantaged business enterprises have the maximum practicable opportunity to compete for subcontract work. In order to insure that a fair proportion of the purchases of supplies and services is placed with disadvantaged business enterprises, the Contractor agrees to take affirmative action to identify disadvantaged business firms, solicit bids or quotations from them for supplies and services related to this proposal.

The Contractor agrees to meet any goals established by City of Fargo for purchases pertaining to this Contract to the best of the Contractor's ability and will provide the City of Fargo with the necessary certification and records for reporting purposes. When the majority of the contract is labor, which is not a contracting opportunity, DBE goals will not be set but Contractors are encouraged to use DBE businesses.

The CONTRACTOR will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

The contractor must promptly notify the City of Fargo whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the City of Fargo.

Fostering Small Business Participation

The City of Fargo has established a small business element to its DBE program, pursuant to 49 CFR 26.39. This program aims to provide opportunities and foster small business enterprises (SBE)/participation in contracting with the City of Fargo. This program is race- and gender-neutral, however SBEs can also count towards DBE goals.

8. **INCORPORATION OF FTA TERMS**

a) The preceding provision includes, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 (as amended), are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fargo requests which would cause City of Fargo to be in violation of the FTA terms and conditions.

9. **DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:
The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **BREACH OF CONTRACT AND DISPUTE RESOLUTION**

a) Disputes

Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City, the City Administrator. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Fargo City Commission, 200 N 3rd Street, Fargo, ND 58102. A hearing will be scheduled with the Fargo City Commission at the next regularly scheduled meeting. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position at said hearing. The decision of the Fargo City Commission shall be binding upon the Contractor and the Contractor shall abide by the decision.

b) Performance During Dispute
Unless otherwise directed by the City, Contractor shall continue performance under this Contract while matters in dispute are being resolved.

c) Claims of Damages
Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

d) Remedies
Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State of North Dakota.

e) Rights and Remedies
The duties and obligations imposed by this Agreement/Contract and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

11. LOBBYING RESTRICTIONS

The Proposer certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned

shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure

12. CLEAN AIR AND FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees:

a) It will not use any violating facilities;
b) It will report the use of facilities placed on or likely to be placed on the U.S. EPA "List of Violating Facilities;"
c) It will report violations of use of prohibited facilities to FTA; and
d) It will comply with the inspection and other requirements of the Clean Air Act, as amended, (42 U.S.C. §§ 7401 – 7671q); and the Federal Water Pollution Control Act as amended, (33 U.S.C. §§ 1251-1387).

13. CONTRACT WORK HOURS & SAFETY STANDARDS ACT

a) The Contractor shall comply with all federal laws, regulations, and requirements providing wage and hour protections for non-construction employees, in accordance with 40 U.S.C. § 3702, Contract Work Hours and Safety Standards Act, and other relevant parts of that Act, 40 U.S.C. § 3701 et seq., and U.S. DOL regulations, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)," 29 C.F.R. part 5.

b) The Contractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three (3) years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

c) Such records maintained under this paragraph shall be made available by the Contractor for inspection, copying, or transcription by authorized representatives of the FTA and the Department of Labor, and the Contractor will permit such representatives to interview employees during working hours on the job.

d) The contractor shall require the inclusion of the language of this clause within subcontracts of all tiers.

14. SUBSTANCE ABUSE REQUIREMENTS: DRUG AND ALCOHOL TESTING

The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency of North Dakota or the City of Fargo, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. part 655 and review the testing process. The Contractor agrees further to certify annually its compliance with part 655 before the start of the contract period and to submit the Management Information System (MIS) reports before the start of the contract to the City of Fargo Fleet Manager. To certify compliance, the Contractor shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the *Federal Register*.

15. ENERGY CONSERVATION

a) Contractor shall recognize mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC Section 6321 et seq).

16. SAFE OPERATION OF MOTOR VEHICLES

a) Seat Belt Use

The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or AGENCY.

b) Distracted Driving

The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

17. DAVIS-BACON ACT AND COPELAND ACT – PREVAILING WAGE AND ANTI-KICKBACK

For all prime construction, alteration or repair contracts in excess of $2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Attachment 3

Attachment # 1
Questionnaire and Proposal Form
Repair of Light Duty Vehicles

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.

   _____
   _____
   _____
   _____

2. Describe your company and its history – include years in business.

   _____
   _____
   _____
   _____
   _____

3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.

   Name _____ Name _____
   Title _____ Title _____
   Phone _____ Phone _____
   E-Mail _____ E-Mail _____

4. Please provide the number of crash estimators and their type of Certification.

   _____
   __

5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

   _____
   __

6. Is your firm insured for vehicle transport? YES _____ NO _____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail.

   _____

8. List three governmental or large businesses you have provided similar services.

   _____
   _____
   _____
   _____

9. What estimating guide do you use?

   _____

Attachment 3

10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies? YES _____ NO _____
11. Have you read and understand the Requirements and Applicable Clauses? YES _____ NO _____
12. Do you agree to the Terms and Conditions of this RFP? YES _____ NO _____

    If No Explain Below

_____

_____

_____

_____

Attachment 3

Proposal Form
Attachment #1

The undersigned shall, if awarded this contract, furnish to the City of Fargo, North Dakota, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair and Painting Labor Cost per Hour

_____

Sandblasting Labor Cost per Hour

_____

Transportation/Delivery cost Cost per vehicle

_____

Estimates Cost per vehicle

_____

Attachment #1 Questionnaire and Proposal Form completed and included? YES _____ NO _____

Additional Documents required for Attachment #1 Proposal
Copy of W9 form included? YES _____ NO _____

Copy of Insurance Certificate included? YES _____ NO _____

Receipt of Addendum if issued. (initial) #1_____ #2_____ #3_____ #4_____

If awarded this request, the proposer's signature on this proposal form and contract is the proposer's contractual signature and shall become a binding contract to furnish the services proposed. The City's acceptance is conditioned upon the resolution of any protest to the Request for Proposal.

Signature of Proposer _____

Typed/Printed Name and Title_____

Company Name _____

Address _____

_____

_____

Telephone _____ FAX _____

Federal Tax ID No. _____

Attachment 3

Attachment # 2
Questionnaire and Proposal Form
Repair of Commercial and Heavy Duty Vehicles/Equipment

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.

   _____
   _____
   _____
   _____

2. Describe your company and its history – include years in business.

   _____
   _____
   _____
   _____
   _____

3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.

   Name _____ Name _____
   Title _____ Title _____
   Phone _____ Phone _____
   E-Mail _____ E-Mail _____

4. Please provide the number of crash estimators and their type of Certification.

   _____
   __

5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

   _____
   __

6. Is your firm insured for vehicle transport? YES _____ NO _____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail._____
8. List three governmental or large businesses you have provided similar services.

   _____
   _____
   _____
   _____

Attachment 3

9. What estimating guide do you use?

_____

10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies? YES _____ NO _____

11. Have you read and understand the Requirements and Applicable Clauses? YES _____ NO _____

12. Do you agree to the Terms and Conditions of this RFP? YES _____ NO _____

If No Explain Below

_____

_____

_____

_____

Attachment 3

Proposal Form
Attachment #2

The undersigned shall, if awarded this contract, furnish to the City of Fargo, North Dakota, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair and Painting	Labor Cost per Hour _____
Sandblasting	Labor Cost per Hour _____
Transportation/Delivery cost	Cost per vehicle _____
Estimates	Cost per vehicle _____

Attachment #2 Questionnaire and Proposal Form completed and included? YES _____ NO _____

Additional Documents required for Attachment #2 Proposal

Copy of W9 form included? YES _____ NO _____

Copy of Insurance Certificate included? YES _____ NO _____

Receipt of Addendum if issued. (initial) #1_____ #2_____ #3_____ #4_____

If awarded this request, the proposer's signature on this proposal form and contract is the proposer's contractual signature and shall become a binding contract to furnish the services proposed. The City's acceptance is conditioned upon the resolution of any protest to the Request for Proposal.

Signature of Proposer _____

Typed/Printed Name and Title_____

Company Name _____

Address _____

_____

_____

Telephone _____ FAX _____

Federal Tax ID No. _____

Attachment # 3
Questionnaire and Proposal Sheet
Repair of Transit Buses

Proposer shall submit answers to the following questions. Responses will be utilized in determination of contract award.

1. Provide the address of the facility that will perform work for the City of Fargo.

   _____
   _____
   _____
   _____

2. Describe your company and its history – include years in business.

   _____
   _____
   _____
   _____
   _____

3. Please provide contact information for the primary account representative and a backup contact for the City of Fargo.

   Name _____ Name _____
   Title _____ Title _____
   Phone _____ Phone _____
   E-Mail _____ E-Mail _____

4. Please provide the number of crash estimators and their type of Certification.

   _____
   __

5. Please provide the number of technicians and their type of Certifications. (ASE or similar Certifications)

   _____
   __

6. Is your firm insured for vehicle transport? YES _____ NO _____
7. What warranties do you offer for your parts, products, services and workmanship? Please describe each warranty separately and in detail.

   _____

8. List three governmental or large businesses you have provided similar services.

   _____
   _____
   _____
   _____

Attachment 3

9. What estimating guide do you use?

_____

10. Can you provide quotes and invoices that itemize required work and display time each for required labor rate and cost of materials and supplies? YES _____ NO _____
11. Have you read and understand the Requirements and Applicable Clauses? YES _____ NO _____
12. Have you read and understand the Federal Clauses? YES _____ NO _____
13. Does your company have a Drug Testing Program for your Technicians? YES _____ NO _____
14. Are you registered to do business with the Federal Government?(sam.gov) YES _____ NO _____
15. Do you agree to the Terms and Conditions of this RFP? YES _____ NO _____

If No Explain Below

_____

Proposal Form
Attachment #3

The undersigned shall, if awarded this contract, furnish to the City of Fargo, North Dakota, the following items in accordance with the conditions, specifications, and requirements as set forth in the Request for Proposal.

Body Repair & Painting (Heavy Duty) Labor Cost per Hour

_____

Body Repair & Painting (Light Duty) Labor Cost per Hour

_____

Sandblasting Labor Cost per Hour

_____

Transportation/Delivery cost Cost per vehicle

_____

Estimates Cost per vehicle

_____

Attachment #3 Questionnaire and Proposal Form completed and included? YES _____ NO _____

Additional Documents required for Attachment #3 Proposal

Attachment 3

Copy of W9 form included? YES _____ NO _____

Copy of Insurance Certificate included? YES _____ NO _____

Certifications & Restrictions on Lobbying included? YES _____ NO _____

Government-Wide Debarment And Suspension (Nonprocurement) included? YES _____ NO _____

Substance Abuse Certification included?

YES _____ NO _____

Receipt of Addendum if issued. (initial) #1_____ #2_____ #3_____ #4_____

If awarded this request, the bidder's signature on this bid form and contract is the bidder's contractual signature and shall become a binding contract to furnish the services proposed. The City's acceptance is conditioned upon the resolution of any protest to the Request for Proposal.

Signature of Proposer _____

Typed/Printed Name and Title_____

Company Name _____

Address _____

_____

_____

Telephone _____ FAX _____

Federal Tax ID No. _____

Attachment 3

CERTIFICATIONS AND RESTRICTIONS ON LOBBYNG

The undersigned Company/Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Company/Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq., apply* to this certification and disclosure, if any.

_____ Company/Contractor

_____ Signature of Company/Contractor's Authorized Official

_____ Printed Name

_____ Title of Company/Contractor's Authorized Official

_____ Date

Attachment 3

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

49 CFR Part 29, Executive Orders 12549, 12689, and 31 U.S.C.6101 (Contracts over $25,000)

Background and Applicability

In conjunction with the Office of Management and Budget and other affected Federal agencies, DOT published and update to 49 DFR Part 29 on November 26, 2003. This government-wide regulation implements Executive Order 12549, Debarment and Suspension, Executive Order 12689, Debarment and Suspension, and 31 U.S.C. 6101 note (Section 2455, Public Law 103-355, 108 Stat. 3327).

The provisions of Part 29 apply to all grantee contracts and subcontracts at any level expected to equal or exceed $25,000 as well as any contract or subcontract (at any level) for Federally required auditing services. 49 CFR 29.220 (b). This represents a change from prior practice in that the dollar threshold for application of these rules has been lowered from $100,000 to $25,000. These are contracts and subcontracts referred to in the regulation as "covered transactions."

Grantees, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) they propose to contract or subcontract with is not excluded or disqualified. They do this by (a) Checking the Excluded Parties List System, (b) Collecting a certification from that person, or (c) Adding a clause or condition to the contract or subcontract. This represents a change from prior practice in that certification is still acceptable but is no longer required. 49 CFR 29.300.

Grantees, contractors, and subcontractors who enter into covered transactions also must require the entities they contract with to comply with 49 CFR 29, subpart C and include this requirement in their own subsequent covered transactions (i.e., the requirement flows down to subcontracts at all levels). Instructions for Certification; By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the municipal corporation. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the municipal corporation, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

_____ Company/Contractor

_____ Signature of Company/Contractor's Authorized Official

_____ Printed Name

_____ Title of Company/Contractor's Authorized Official

Attachment 3

_____ Date

SUBSTANCE ABUSE REQUIREMENTS & CERTIFICATION

SUBSTANCE ABUSE REQUIREMENTS

49 U.S.C. § 5331, 49 C.F.R. part 655, 49 C.F.R. part 40

Third party contractors who perform *safety-sensitive functions* must comply with FTA's substance abuse management program under 49 C.F.R. part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations." Under 49 C.F.R. § 655.4, *Safety-sensitive function* means any of the following duties, when performed by employees of recipients, subrecipients, operators, or contractors:

1. Operating a revenue service vehicle, including when not in revenue service;
2. Operating a nonrevenue service vehicle, when required to be operated by a holder of a Commercial Driver's License;
3. Controlling dispatch or movement of a revenue service vehicle;
4. Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service. This section does not apply to the following: an employer who receives funding under 49 U.S.C. § 5307 or § 5309, is in an area less than 200,000 in population, and contracts out such services; or an employer who receives funding under 49 U.S.C. § 5311 and contracts out such services;
5. Carrying a firearm for security purposes.

Additionally, third party contractors providing testing services involving the performance of safety sensitive activities must also comply with 49 C.F.R. part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs."

The undersigned Company/Contractor certifies:

1. The Company/Contractor has established and implemented:
   a. An alcohol misuse testing program, and
   b. A controlled substance testing program.
2. The Company/Contractor to which these testing requirements apply have complied or will comply with all applicable requirements of 49 CFR part 655 to the extent those regulations are consistent with 49 U.S.C. § 5331.
3. Consistent with U.S. DOT Office of Drug and Alcohol Policy and Compliance Notice, issued October 22, 2009, if your Company/Contractor to which these testing requirements apply reside in a state that permits marijuana use for medical or recreational purposes, the Company/Contractor to which these testing requirements apply, have complied or will comply with the federal controlled substance testing requirements of 49 CFR part 655.
4. The Contractor agrees further to certify before the start date of the contract or annually its compliance with parts 655 before January 1st (if applicable) and to submit the Management Information System (MIS) reports before March 15 or the start of the contract to the Transit Fleet Manager at 650 23rd St N, Fargo ND 58102.

_____ Company/Contractor

_____ Signature of Company/Contractor's Authorized Official

_____ Printed Name

Attachment 3

_____ Title of Company/Contractor's Authorized Official

_____ Date

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

33

Improvement District No. BN-18-E1

Type: Time Extension (CO#1)

Location: 38th St & 26th Ave S

Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, regarding a time extension requested by KPH.

The Contractor has requested a time extension due to weather related delays as well as requesting to move the street light pole installation and seeding from the substantial completion date to the completion date.

Staff concludes that KPH did not lose more than the anticipated days due to weather, and therefore recommends denying the time extension request to the substantial completion date due to weather related delays. We also recommend moving the street light installation and seeding to the final completion date as shown below:

Original Contract	Revised This Memo
8/1/2018 Final Completion	9/1/2018 Final Completion

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend denying the time extension and approve the moving of the street light installation and seeding to the final completion date as shown above.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and deny the time extension request due to weather related delays and approve the moving of the street light installation and seeding to the final completion date.

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

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Item C

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Jason Satterlund, Project Manager JTS

Date: July 17, 2018

Re: Improvement District #BN-18-E1 – Change Order # 1 Time Extension Request

---

Background:

Improvement District #BN-18-E1 is for the new construction of underground utilities, asphalt paving, street lights and incidentals on 38th Street South from 26th Avenue South to 850' north. The request for 38th Street South was to service the new corporate office of Border States Electric.

KPH, Inc. is the prime contractor for Improvement District #BN-18-E1.

This letter is in response to KPH's request for a time extension dated June 31, 2018. KPH is requesting a nine day extension to the substantial completion date, four days due to the City of Fargo denying work on Sunday in June, and five days due to rain. They have also requested to move the final completion date to September 1, 2018 to allow for delivery and installation of street light poles and to finish work in the boulevard that will not impact traffic.

KPH did not request to work all Sundays in June, they only asked to work on Sunday, July 1, 2018 (see attached). The contract states: "No work will be done on Sunday except in the case of an emergency. The City Commission can waive this provision if the Contractor sufficiently establishes an emergency exists." KPH asked to work on Sunday, July 1, 2018 to give their employees a four day weekend over the 4th of July holiday.

This project was awarded on April 23, 2018. KPH moved in for underground on Friday, June 1, 2018 to work on some removals and on Monday, June 4, 2018 they started laying pipe. I can identify three half days where KPH pumped water in the morning and laid pipe in the afternoon at a reduced production rate due to muddy conditions. In the three half days they worked, I would estimate that they completed the amount of work they would have completed in one day of dry conditions. I can also identify an additional two full days that KPH did not work due to rain. They have lost two days for the half days due to muddy conditions and lost two full days due to rain, for a total of four lost days.

It was realistic that KPH could have started in mid-May, which would have afforded them two of the four anticipated lost days for May, as well as five anticipated lost days for June, for a total of seven anticipated days lost due to weather through June. I am only able to identify four lost days, which is less than what was anticipated.

KPH has also encountered delays at the manufacturing level for street light poles. They have attached a letter from their supplier stating an anticipated manufacture completion date of August 17, 2018 with an additional two weeks for delivery. KPH has requested to move the street light pole installation from the substantial completion date to the final completion date and to revise the final completion to September 1, 2018.

KPH has also asked that the seeding be moved from the substantial completion date to the final completion date, as it is boulevard work and will not impact the functionality of 38th Street South.

KPH has worked diligently and has completed all of the boulevard work. The only outstanding item at this time is the installation of the street light poles and fixtures.

Staff concludes that KPH did not lose more than the anticipated days due to weather, and therefore recommends to deny a time extension to the substantial completion date due to weather related delays. We also recommend moving street light installation and seeding to the final completion date.

Original Contract	Revised This Memo
8/1/2018 Final Completion	9/1/2018 Final Completion

Recommended Motion:

Deny the request for a time extension based on weather related delays. Move street light installation and seeding to the revised final completion date of September 1, 2018.

Attachment
JTS/klb

C: Brenda Derrig
Thomas Knakmuhs

KPH, INC. Established 1952

MUNICIPAL • HEAVY • CONTRACTORS

June 31st, 2018

Jason Satterlund
City of Fargo Engineering
Fargo, ND

Project: Fargo Project BN-18-E1

Dear Mr. Satterlund:

KPH is requesting a time extension for the above related project as a result for the delay in electrical light pole materials, denial in being able to work Sundays and above average rain events during the month of June.

Please see attached letter from Scotts Electric supplier Millerbernd that the light poles have an anticipated ship date one to two weeks after 8-17-2018. KPH would like to hold these items along with all related work to this item only, and to have a completion of 9-10-2018.

KPH requested to work Sundays during the month of June and where denied. KPH recognizes 4 days in June and is requesting those days be added to the substantial completion date. Please see attached letters.

KPH is recognizing 12 working days in the month of June that had measurable precipitation with 5 of those days having over a .5 inch of rain according to NOAA, please see attached. According to NOAA June also was recorded above average for precipitation. Although KPH was able to work through some of those rain days our production was limited and days where reduced to half days. KPH is requesting 5 days be added to the substantial completion date.

Current project status has the second base lift on the street and sidewalks completed. With the holiday week KPH plans to complete the remaining concrete work by July 3rd. Starting the week of July 9th KPH plans to complete all remain work, except for the street lights. KPH feels that with the current situations the project is ahead of schedule and will be completed in the coming weeks. KPH would also like to push the black dirt, seeding and signage to the final completion date of August 1st, 2018.

Thanks for your time and let me know if you have any questions.

President

9530 39th Street S • Fargo, ND 58104 • Phone 701.499.7979 • Fax 701.499.5219

MILLERBERND

June 28, 2018

Scott's Electric
671 6th St S
Wahpeton, ND 58075

RE: ND CITY OF FARGO BN-18-E1/ MMC#83093/PO#5501623767 Order Completion Date

To whom it may concern,

This order currently has an estimated completion date of 08/17/2018 with shipment to follow within one to two weeks of completion.

Respectfully Submitted,

Kelsey Hartkopf
Customer Service Representative

P: 320.485.5260
E: kelseyh@millerberndmfg.com

KPH, INC. Established 1952
MUNICIPAL • HEAVY • CONTRACTORS

June 20, 2018

City of Fargo
Mr. Tom Knakmuhs, PE
200 North 3rd Street
Fargo, ND 58102

Re: Request to work Holiday

Mr. Knakmuhs:

KPH, Inc. is requesting to work on city projects on and Wednesday July 4, 2018. This would allow our employees to not work on July 6 - 8 on city of Fargo projects.

This would be for the following city projects:
1. FM-17-C1
2. BN-18-E1
3. BN18-A1
4. BR-18-G1

Please contact me with any questions.

Cordially,

Patrick Hockett

Patrick Hockett, CPC
Vice President

Cc: Project File
City of Fargo Project Managers

9530 39th Street S • Fargo, ND 58104 • Phone 701.499.7979 • Fax 701.499.5219

KPH, INC. Established 1952
MUNICIPAL • HEAVY • CONTRACTORS

May 29, 2018

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

Re: Request to work Holiday and Sunday

To whom it may concern:

KPH, Inc. is requesting to work on city projects on Sunday, July 1, 2018 and Wednesday July 4, 2018. This would allow our employees to not work on July 5 - 8 on city of Fargo projects.

This would be for the following city projects:
1. FM-17-C1
2. BN-18-E1
3. BN18-A1
4. BR-18-G1

Please contact me with any questions.

Cordially,

Patrick Hockett

Patrick Hockett, CPC
Vice President

Cc: Project File
City of Project Managers

9530 39th Street S • Fargo, ND 58104 • Phone 701.499.7979 • Fax 701.499.5219

These data are preliminary and have not undergone final quality control by the National Climatic Data Center (NCDC). Therefore, these data are subject to revision. Final and certified climate data can be accessed at the NCDC - http://www.ncdc.noaa.gov.

Climatological Report (Monthly)

```
000
CXUS53 KFGF 011515
CLMFAR

BISCLMFAR 000
TTAA00 KFGF 011330


CLIMATE REPORT
NATIONAL WEATHER SERVICE EASTERN NORTH DAKOTA/GRAND FORKS
825 AM CDT SUN JUL 1 2018

.....................................

...THE FARGO HECTOR INTL AP ND CLIMATE SUMMARY FOR THE MONTH OF JUNE 2018...

CLIMATE NORMAL PERIOD 1981 TO 2010
CLIMATE RECORD PERIOD 1881 TO 2018
```

WEATHER	OBSERVED VALUE	DATE(S)	NORMAL VALUE	DEPART FROM NORMAL	LAST YEAR`S VALUE	DATE(S)
TEMPERATURE (F)						
RECORD						
HIGH	104	06/18/1933				
LOW	28	06/01/1888				
HIGHEST	91	06/09	77	14	96	06/02
LOWEST	46	06/12	55	-9	40	06/26
AVG. MAXIMUM	81.3		77.4	3.9	80.3	
AVG. MINIMUM	59.2		54.9	4.3	55.3	
MEAN	70.3		66.2	4.1	67.8	
DAYS MAX >= 90	2		2.2	-0.2	3	
DAYS MAX <= 32	0		0.0	0.0	0	
DAYS MIN <= 32	0		0.0	0.0	0	
DAYS MIN <= 0	0		0.0	0.0	0	
PRECIPITATION (INCHES)						
RECORD						
MAXIMUM	11.71	2000				
MINIMUM	0.30	1929				
TOTALS	4.03		3.90	0.13	2.50	
DAILY AVG.	0.13		0.13	0.00	0.08	
DAYS >= .01	12		11.7	0.3	9	
DAYS >= .10	8		6.9	1.1	5	
DAYS >= .50	5		2.4	2.6	2	
DAYS >= 1.00	0		0.9	-0.9	1	

```
GREATEST
 24 HR. TOTAL     0.72   06/29 TO 06/29            06/13 TO 06/13
 STORM TOTAL       MM                                   MM
 (MM/DD(HH))            MM

SNOWFALL (INCHES)
RECORDS
 TOTAL              MM   MM
TOTALS             0.0                0.0     0.0       0.0
SINCE 7/1         50.0               50.4    -0.4      33.1
SNOWDEPTH AVG.       0                 MM      MM         0
DAYS >= 1.0          0                0.0     0.0         0
GREATEST
 SNOW DEPTH          0   MM                                0  MM
 24 HR TOTAL       0.0   06/30 TO 06/30
 STORM TOTAL        MM                                   MM
 (MM/DD(HH))            MM

DEGREE_DAYS
HEATING TOTAL       15                 73     -58        35
 SINCE 7/1        8912               8802     110      7452
COOLING TOTAL      180                107      73       126
 SINCE 1/1         291                138     153       137
.............................................................

WIND (MPH)
AVERAGE WIND SPEED                10.8
HIGHEST WIND SPEED/DIRECTION      38/310    DATE  06/29
HIGHEST GUST SPEED/DIRECTION      51/300    DATE  06/29

SKY COVER
POSSIBLE SUNSHINE (PERCENT)    MM
AVERAGE SKY COVER            0.30
NUMBER OF DAYS FAIR            20
NUMBER OF DAYS PC               9
NUMBER OF DAYS CLOUDY           1

AVERAGE RH (PERCENT)      68

WEATHER CONDITIONS. NUMBER OF DAYS WITH
THUNDERSTORM                9     MIXED PRECIP                0
HEAVY RAIN                  5     RAIN                        3
LIGHT RAIN                  4     FREEZING RAIN               0
LT FREEZING RAIN            0     HAIL                        0
HEAVY SNOW                  0     SNOW                        0
LIGHT SNOW                  0     SLEET                       0
FOG                         3     FOG W/VIS <= 1/4 MILE       1
HAZE                        0

-  INDICATES NEGATIVE NUMBERS.
R  INDICATES RECORD WAS SET OR TIED.
MM INDICATES DATA IS MISSING.
T  INDICATES TRACE AMOUNT.

&&
```

THE MONTH OF JUNE AT FARGO HECTOR INTERNATIONAL AIRPORT WAS WARMER AND WETTER THAN NORMAL. THE AVERAGE TEMPERATURE FOR THE MONTH WAS 70.3 DEGREES WHICH IS 4.1 DEGREES WARMER THAN NORMAL. THIS LEAD TO JUNE 2018 BEING THE SIXTH WARMEST JUNE ON RECORD IN FARGO. NO RECORDS WERE SET IN FARGO FOR THE MONTH OF JUNE 2018.

FOR THE FIRST TIME SINCE MARCH PRECIPITATION WAS ABOVE NORMAL IN FARGO WITH A TOTAL OF 4.03 INCHES WHICH IS 0.13 INCHES ABOVE NORMAL. TWELVE OF THE THIRTY DAYS IN THE MONTH HAD MEASURABLE PRECIPITATION WITH FIVE OF THOSE DAYS MEASURING MORE THAN A HALF OF AN INCH.

REMEMBER...THIS DATA IS PROVISIONAL AND IS SUBJECT TO CHANGE. THE FINAL AND OFFICIAL RECORDS WILL BE AVAILABLE FROM THE NATIONAL CENTERS FOR ENVIRONMENTAL INFORMATION (FORMERLY THE NATIONAL CLIMATIC DATA CENTER).

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-18-E1	**Change Order No**	1
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals		
Date Entered	7/17/2018	**For**	KPH, 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: Time Extension Request

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)

Summary	
Source Of Funding	
Net Amount Change Order # 1 ($)	
Previous Change Orders ($)	0.00
Original Contract Amount ($)	749,999.25
Total Contract Amount ($)	749,999.25

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
07/02/2018	08/01/2018	0.00	31.00	07/02/2018	09/01/2018

Description Move Street Lights and seeding to Final Completion

APPROVED

For Contractor

Title President

APPROVED DATE

Department Head

Mayor 7/24/18

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE 3A

Improvement District No. BN-17-G1 Type: Negative Final Balancing Change Order #3

Location: Bison Meadows Addition Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Jason Satterlund

The Committee reviewed the accompanying correspondence from Project Manager, Jason Satterlund, for Negative Final Balancing Change Order #3 in the amount of $-15,261.61, bringing the total contract amount to $1,362,370.64.

Staff is recommending approval of Negative Final Balancing Change Order #3.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of Negative Final Balancing Change Order #3.

RECOMMENDED MOTION
Approve Negative Final Balancing Change Order #3 in the amount of $-15,261.61 to Ryan Contracting.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Cass Rural WUD & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo
AR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

nprovement District No	BN-17-G1	Change Order No	3
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights, Site Grading & Incidentals		
Date Entered	7/10/2018	For	Ryan Contracting

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

EXPLANATION OF CHANGE: Final Balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
Sanitary Sewer	2	Install Interior Drop	EA	1.00	0.00	1.00	-0.50	0.50	2,500.00	-1,250.00
	3	F&I Pipe SDR 26 - 6" Dia PVC	LF	3,354.00	320.00	3,674.00	25.00	3,699.00	16.00	400.00
	4	F&I Pipe SDR 26 - 8" Dia PVC	LF	454.00	0.00	454.00	-26.00	428.00	32.00	-832.00
									Sanitary Sewer Sub Total ($)	-1,682.00
Cass Rural Water Improvements	6	F&I Fittings Ductile Iron	LB	2,620.00	0.00	2,620.00	-100.00	2,520.00	1.00	-100.00
	8	F&I Pipe C900 DR 18 - 6" Dia PVC	LF	20.00	0.00	20.00	1.00	21.00	27.00	27.00
	13	F&I Gate Valve 8" Dia	EA	8.00	0.00	8.00	-2.00	6.00	1,800.00	-3,600.00
	14	F&I Pipe 1" Dia Copper	LF	3,543.00	0.00	3,543.00	84.00	3,627.00	16.00	1,344.00
									Cass Rural Water Improvements Sub Total ($)	-2,329.00
Storm Sewer	16	Clear & Grub	LS	1.00	3.50	4.50	-1.00	3.50	3,000.00	-3,000.00
	29	F&I Pipe 18" Dia Reinf Conc	LF	121.00	0.00	121.00	5.00	126.00	47.00	235.00
	33	F&I Pipe 48" Dia Reinf Conc	LF	286.00	0.00	286.00	12.00	298.00	145.00	1,740.00
	86	* Adjust Rear Yard Inlets	LS	0.00	0.00	0.00	1.00	1.00	381.83	381.83
									Storm Sewer Sub Total ($)	-643.17
Paving	47	F&I Sidewalk 4" Thick Reinf Conc	SY	615.00	0.00	615.00	19.00	634.00	37.00	703.00
	49	F&I Det Warn Panels Cast Iron	SF	136.00	0.00	136.00	16.00	152.00	45.00	720.00
	50	F&I Aggregate for Asph Pavement FAA 43	TON	2,380.00	185.00	2,565.00	-1.66	2,563.34	33.95	-56.36
	51	F&I Asphalt Cement PG 58-34	GAL	26,625.00	6,900.00	33,525.00	-69.59	33,455.41	2.00	-139.18

THE CITY OF Fargo AR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

'aving	52	Casting to Grade - Blvd	EA	12.00	0.00	12.00	1.00	13.00	350.00	350.00
	54	GV Box to Grade - Blvd	EA	12.00	0.00	12.00	-1.00	11.00	300.00	-300.00
	56	Mulching Type 1 - Hydro	SY	8,500.00	0.00	8,500.00	-106.00	8,394.00	0.35	-37.10
	57	Seeding Type B	SY	8,500.00	0.00	8,500.00	-106.00	8,394.00	0.25	-26.50
									Paving Sub Total ($)	1,213.86
;igning	59	F&I Sign Assembly	EA	6.00	0.00	6.00	-6.00	0.00	36.00	-216.00
	60	F&I Sign Assembly & Anchor	EA	6.00	0.00	6.00	2.00	8.00	110.00	220.00
	61	F&I Engineering Grade	SF	20.63	0.00	20.63	5.10	25.73	20.00	102.00
	62	F&I Diamond Grade Cubed	SF	8.95	25.22	34.17	20.63	54.80	26.00	536.38
	63	F&I Barricade Type III	EA	3.00	0.00	3.00	-1.50	1.50	750.00	-1,125.00
									Signing Sub Total ($)	-482.62
;treet Lighting	64	F&I Base 5' Deep Reinf Conc	EA	13.00	0.00	13.00	1.00	14.00	385.00	385.00
	65	F&I Conductor #6 USE Cu	LF	5,785.00	800.00	6,585.00	-2.00	6,583.00	1.30	-2.60
	66	F&I Innerduct 1.5" Dia	LF	1,885.00	0.00	1,885.00	168.00	2,053.00	4.10	688.80
									Street Lighting Sub Total ($)	1,071.20
;ite Grading	71	Topsoil - Strip	CY	17,931.00	0.00	17,931.00	-1,745.00	16,186.00	3.00	-5,235.00
	75	Excavation	CY	36,136.00	6,050.00	42,186.00	-4.00	42,182.00	3.00	-12.00
	76	Mulching Type 2 - Straw	SY	48,056.00	0.00	48,056.00	-15,946.00	32,110.00	0.23	-3,667.58
	77	Seeding Type A	SY	48,056.00	0.00	48,056.00	-15,946.00	32,110.00	0.05	-797.30
	78	Silt Fence - Heavy Duty	LF	2,198.00	0.00	2,198.00	-2,198.00	0.00	1.00	-2,198.00
									Site Grading Sub Total ($)	-11,909.88
Miscellaneous	82	Temp Construction Entrance	EA	1.00	0.00	1.00	-1.00	0.00	500.00	-500.00
									Miscellaneous Sub Total ($)	-500.00
	* NC Items								**Grand Total ($)**	**-15,261.61**

Summary	
Source Of Funding	
Net Amount Change Order # 3 ($)	-15,261.61

THE CITY OF Fargo
AR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Previous Change Orders ($)	71,222.77
Original Contract Amount ($)	1,306,409.48
Total Contract Amount ($)	1,362,370.64

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
11/10/2017		0.00	0.00	11/10/2017	
Description					

APPROVED	7-10-18	APPROVED DATE	
For Contractor Ryan Contracting Co.		Department Head	7-11-18
Title CFO		Mayor	
		Attest	

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE 35

Improvement District No. BR-17-B1 Type: Final Balancing Change Order #2

Location: Broadway, 15th to 12th Ave N Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, for Final Balancing Change Order #2 in the amount of $20,365.48, bringing the total contract amount to $2,742,933.29.

Staff is recommending approval of Final Balancing Change Order #2.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of Final Balancing Change Order #2.

RECOMMENDED MOTION
Approve Final Balancing Change Order #2 in the amount of $20,365.48 to Dakota Underground Co.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: State/Federal Funds – HMGP, Utility, Sales Tax & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Item A3

CITY OF Fargo

Memorandum

To: Members of PWPEC

From: Aaron Edgar, Project Manager

Date: July 12, 2018

Re: Final Balancing Change Order #2 – Improvement District #BR-17-B1
Water Main Replacement, Force Main Construction, Street Reconstruction & Incidentals

---

Attached is a final balancing change order in the amount of $20,365.48 for Improvement District No. BR-17-B1. Please refer to the attached Final Balancing Change Order (FBCO) which reconciles the measured quantities with those estimated for the contract.

Original Contract:	$ 2,708,816.41
CO #1	$ 13,751.40 (0.50% increase)
FBCO Amount:	$ 20,365.48 (0.75% increase)
Total Contract:	$ 2,742,933.29

Recommended Motion:
Approve the Final Balancing Change Order #2 in the amount of $20,365.48 to Dakota Underground Company.

ADE/klo
Attachment
C: Tom Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No BR-17-B1 **Change Order No** 2

Project Name Water Main Replacement, Force Main Construction, Street Reconstruction & Incidentals

Date Entered 7/4/2018 **For** Dakota Underground Co.Inc

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

EXPLANATION OF CHANGE: Final Balancing Change Order.

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
HMGP Eligible	1	Remove Pavement All Thicknesses All Types	SY	4,900.00	0.00	4,900.00	30.00	4,930.00	7.00	210.00
	2	Remove Curb & Gutter	LF	2,650.00	0.00	2,650.00	-41.00	2,609.00	3.00	-123.00
	3	Remove Pipe All Sizes All Types	LF	2,500.00	0.00	2,500.00	67.00	2,567.00	5.00	335.00
	7	F&I Force Main - Fittings	LB	8,830.00	0.00	8,830.00	-1,410.00	7,420.00	5.50	-7,755.00
	8	F&I Pipe w/GB DR 25 - 30" Dia PVC	LF	2,460.00	0.00	2,460.00	-1.00	2,459.00	190.00	-190.00
	9	F&I Insulation 2" Thick	SY	100.00	0.00	100.00	-100.00	0.00	20.00	-2,000.00
	13	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	80.00	0.00	80.00	48.00	128.00	70.00	3,360.00
	14	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	95.00	0.00	95.00	-15.00	80.00	65.00	-975.00
	15	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	2,675.00	0.00	2,675.00	-56.00	2,619.00	65.00	-3,640.00
	16	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	110.00	0.00	110.00	14.00	124.00	115.00	1,610.00
	17	F&I Fittings Ductile Iron	LB	5,205.00	0.00	5,205.00	455.00	5,660.00	2.95	1,342.25
	23	Furnish Temp Water Svc	EA	57.00	0.00	57.00	-6.00	51.00	200.00	-1,200.00
	24	Transfer Water Svc	EA	57.00	0.00	57.00	-6.00	51.00	485.00	-2,910.00
	25	F&I Pipe w/GB 1" Dia Copper	LF	1,850.00	0.00	1,850.00	-54.00	1,796.00	45.00	-2,430.00
	26	F&I Pipe w/GB 1.25" Dia Copper	LF	120.00	0.00	120.00	42.00	162.00	60.00	2,520.00
	27	F&I Pipe w/GB 1.5" Dia Copper	LF	120.00	0.00	120.00	-56.00	64.00	72.00	-4,032.00
	28	F&I Pipe w/GB 2" Dia Copper	LF	130.00	0.00	130.00	-3.00	127.00	76.00	-228.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

HMGP Eligible	29	Rem & Repl CS & Box 1" Dia	EA	45.00	0.00	45.00	-5.00	40.00	470.00	-2,350.00
	30	Rem & Repl CS & Box 1.25" Dia	EA	3.00	0.00	3.00	2.00	5.00	645.00	1,290.00
	31	Rem & Repl CS & Box 1.5" Dia	EA	6.00	0.00	6.00	-3.00	3.00	700.00	-2,100.00
	33	F&I Pipe w/GB SDR 26 - 4" Dia PVC	LF	200.00	0.00	200.00	13.00	213.00	60.00	780.00
	34	Subgrade Preparation	SY	6,000.00	0.00	6,000.00	-38.00	5,962.00	3.00	-114.00
	35	F&I Woven Geotextile	SY	6,000.00	0.00	6,000.00	-38.00	5,962.00	1.50	-57.00
	36	F&I Edge Drain 4" Dia PVC	LF	2,650.00	0.00	2,650.00	-41.00	2,609.00	6.00	-246.00
	37	F&I Class 5 Agg - 8" Thick	SY	6,000.00	0.00	6,000.00	-38.00	5,962.00	6.50	-247.00
	38	F&I Pavement 9" Thick Doweled Conc	SY	4,900.00	0.00	4,900.00	30.00	4,930.00	60.00	1,800.00
	39	F&I Curb & Gutter Standard (Type II)	LF	2,650.00	0.00	2,650.00	-41.00	2,609.00	17.00	-697.00
	125	* Extra - Direct Connect Temporary Water	EA	0.00	0.00	0.00	4.00	4.00	1,054.58	4,218.32
	128	* Extra - Hydrant Extension	EA	0.00	0.00	0.00	2.00	2.00	798.25	1,596.50
								HMGP Eligible Sub Total ($)		-12,231.93
Sanitary Sewer	42	Remove Pipe All Sizes All Types	LF	870.00	0.00	870.00	6.00	876.00	5.00	30.00
	46	Transfer Sewer Svc	EA	18.00	0.00	18.00	-2.00	16.00	500.00	-1,000.00
	47	Connect Sewer Service Less Than 10' Deep	EA	6.00	0.00	6.00	2.00	8.00	2,000.00	4,000.00
	48	Connect Sewer Service Option C	EA	6.00	0.00	6.00	2.00	8.00	100.00	200.00
	49	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	500.00	0.00	500.00	15.00	515.00	60.00	900.00
	50	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	5.00	0.00	5.00	-5.00	0.00	105.00	-525.00
	51	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	800.00	0.00	800.00	-18.00	782.00	105.00	-1,890.00
	53	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.00	100.00	-100.00	0.00	0.01	-1.00
								Sanitary Sewer Sub Total ($)		1,714.00
Storm Sewer	59	Remove Pipe All Sizes All Types	LF	370.00	0.00	370.00	15.00	385.00	20.00	300.00
	66	F&I Pipe w/GB 12" Dia Reinf Conc	LF	320.00	0.00	320.00	-9.00	311.00	55.00	-495.00
	68	F&I Pipe Liner 15" Dia 9 mm CIPP	LF	348.00	0.00	348.00	18.00	366.00	90.00	1,620.00
								Storm Sewer Sub Total ($)		1,425.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Paving	71	Remove Pavement All Thicknesses All Types	SY	5,000.00	0.00	5,000.00	-70.00	4,930.00	7.00	-490.00
	72	Remove Curb & Gutter	LF	2,650.00	0.00	2,650.00	-41.00	2,609.00	3.00	-123.00
	73	Remove Driveway All Thicknesses All Types	SY	1,700.00	0.00	1,700.00	288.00	1,988.00	6.00	1,728.00
	74	Remove Sidewalk All Thicknesses All Types	SY	1,600.00	0.00	1,600.00	507.00	2,107.00	6.00	3,042.00
	75	Subgrade Preparation	SY	6,000.00	0.00	6,000.00	-38.00	5,962.00	3.00	-114.00
	76	F&I Woven Geotextile	SY	6,000.00	0.00	6,000.00	-38.00	5,962.00	1.50	-57.00
	77	F&I Class 5 Agg - 8" Thick	SY	6,000.00	0.00	6,000.00	-38.00	5,962.00	6.50	-247.00
	78	F&I Edge Drain 4" Dia PVC	LF	2,650.00	0.00	2,650.00	-41.00	2,609.00	6.00	-246.00
	79	F&I Pavement 9" Thick Doweled Conc	SY	4,900.00	0.00	4,900.00	30.00	4,930.00	60.00	1,800.00
	80	F&I Curb & Gutter Standard (Type II)	LF	2,650.00	0.00	2,650.00	-41.00	2,609.00	17.00	-697.00
	81	Repair Pavement - Patch Asph	SY	120.00	0.00	120.00	-120.00	0.00	52.00	-6,240.00
	84	F&I Sidewalk 4" Thick Reinf Conc	SY	1,400.00	0.00	1,400.00	636.00	2,036.00	36.00	22,896.00
	85	F&I Sidewalk 6" Thick Reinf Conc	SY	200.00	0.00	200.00	-128.00	72.00	41.00	-5,248.00
	86	F&I Det Warn Panels Cast Iron	SF	128.00	0.00	128.00	40.00	168.00	42.00	1,680.00
	87	F&I Driveway 6" Thick Reinf Conc	SY	1,900.00	0.00	1,900.00	114.00	2,014.00	41.00	4,674.00
	88	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	0.00	1.00	-1.00	0.00	800.00	-800.00
	89	Casting to Grade - Blvd	EA	1.00	0.00	1.00	-1.00	0.00	300.00	-300.00
	91	GV Box to Grade - w/Conc	EA	6.00	0.00	6.00	1.00	7.00	300.00	300.00
	92	GV Box to Grade - Blvd	EA	10.00	0.00	10.00	-1.00	9.00	200.00	-200.00
	93	Mulching Type 1 - Hydro	SY	7,300.00	0.00	7,300.00	2,238.00	9,538.00	0.45	1,007.10
	94	Seeding Type B	SY	7,300.00	0.00	7,300.00	2,238.00	9,538.00	0.50	1,119.00
	95	Weed Control Type B	SY	7,300.00	0.00	7,300.00	2,238.00	9,538.00	0.07	156.66
	129	* Extra - Temporary Signs	LS	0.00	0.00	0.00	1.00	1.00	792.00	792.00
	130	* Extra - Mill & Overlay	LS	0.00	0.00	0.00	1.00	1.00	7,150.00	7,150.00
									Paving Sub Total ($)	31,582.76
Street Lighting	101	F&I Innerduct 1.5" Dia	LF	2,996.00	0.00	2,996.00	-661.00	2,335.00	5.25	-3,470.25
	104	F&I Conductor #6 USE Cu	LF	6,888.00	0.00	6,888.00	117.00	7,005.00	1.20	140.40

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Street Lighting	105	F&I Pull Box	EA	1.00	0.00	1.00	-1.00	0.00	735.00	-735.00
								Street Lighting Sub Total ($)		-4,064.85
Traffic Signals	106	F&I Pull Box PVC	EA	5.00	0.00	5.00	-1.00	4.00	825.00	-825.00
	108	F&I Conduit 2" Dia	LF	2,586.00	0.00	2,586.00	-86.00	2,500.00	7.20	-619.20
								Traffic Signals Sub Total ($)		-1,444.20
Signing	110	F&I Engineering Grade	SF	60.00	0.00	60.00	18.00	78.00	12.50	225.00
	112	F&I Diamond Grade Cubed	SF	40.00	0.00	40.00	-7.25	32.75	18.50	-134.13
	114	F&I Sign Assembly & Anchor	EA	26.00	0.00	26.00	2.00	28.00	90.00	180.00
								Signing Sub Total ($)		270.88
Pavement Markings	115	F&I Grooved Plastic Film 4" Wide	LF	2,998.00	-2,176.00	822.00	-54.00	768.00	4.07	-219.78
	116	F&I Grooved Plastic Film 6" Wide	LF	80.00	0.00	80.00	5.00	85.00	7.25	36.25
	118	F&I Grooved Plastic Film 16" Wide	LF	48.00	0.00	48.00	-22.00	26.00	15.50	-341.00
	119	F&I Grooved Plastic Film 24" Wide	LF	48.00	0.00	48.00	-48.00	0.00	29.00	-1,392.00
	120	F&I Grooved Plastic Film Message	SF	48.00	0.00	48.00	12.00	60.00	31.00	372.00
	127	F&I Grooved Contrast Film 7" Wide	LF	2,176.00	0.00	2,176.00	617.00	2,793.00	7.55	4,658.35
								Pavement Markings Sub Total ($)		3,113.82
								Grand Total ($)		20,365.48

* NC Items

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	20,365.48
Previous Change Orders ($)	13,751.40
Original Contract Amount ($)	2,708,816.41
Total Contract Amount ($)	2,742,933.29

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

CONTRACT TIME

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

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

11/04/2017	0.00	0.00	11/04/2017

Description

APPROVED

Bob Nelson 7/4/18

For Contractor

Dakota Underground Company

Title

Project Manager

APPROVED DATE

Department Head

Mayor

7-24-18

Attest

36

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-G1 Type: Change Order #1

Location: 33rd St & 40th Ave N Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, regarding a change order for the relocation of the storm sewer main line, as well as the replacement of two butterfly gate valves and an existing fire hydrant that were determined to be defective.

Staff is recommending approval of Change Order #1 in the amount of $28,979.53, bringing the total contract amount to $2,180,617.63.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #1 to Dakota Underground Co.

RECOMMENDED MOTION
Approve Change Order #1 in the amount of $28,979.53 to Dakota Underground Co.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☑	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Item A1

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Engineer

Date: July 18, 2018

Re: Improvement District #BN-18-G1 – Change Order # 1

Background:

Improvement District #BN-18-G1 is for the new construction of underground utilities, concrete paving and incidentals on 33th Street North and 40th Avenue North.

The attached Change Order #1 in the amount of $28,979.53, includes all additional costs associated with the relocation of the storm sewer mainline to avoid Xcel's gas main. In addition, two of the existing butterfly gate valves and one existing fire hydrant on the project were defective and required replacement as per City's Staff recommendation.

This project is 100% Special Assessed.

Recommended Motion:

Approve Change Order #1 in the amount of $28,979.53.

JTL/klo
Attachment

C: Thomas Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-18-G1	**Change Order No**	1
Project Name	Storm Sewer, PC Concrete Paving & Incidentals		
Date Entered	6/28/2018	**For**	Dakota Underground Co Inc

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

EXPLANATION OF CHANGE: Change Order # 1

Change Order # 1 includes all additional costs associated with the relocation of the storm sewer mainline to avoid Xcel's gas main. In addition, two of the existing butterfly gate valves and one existing fire hydrant on the project were defective and required to be replaced as per City's Staff recommendation.

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 ($)	C/O Ext Price ($)
Storm Sewer	23	F&I Inlet - Round (RDI) Reinf Conc	EA	7.00	0.00	7.00	-6.00	1.00	1,000.00	-6,000.00
	78	Modify Manhole	EA	0.00	0.00	0.00	4.00	4.00	796.75	3,187.00
									Storm Sewer Sub Total ($)	-2,813.00
Water Main	77	F&I Gate Valve 12" Dia	EA	0.00	0.00	0.00	2.00	2.00	7,790.85	15,581.70
	79	F&I Hydrant	EA	0.00	0.00	0.00	1.00	1.00	3,097.08	3,097.08
	80	Relocate Hydrant	EA	0.00	0.00	0.00	5.00	5.00	2,622.75	13,113.75
									Water Main Sub Total ($)	31,792.53

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 1 ($)	28,979.53
Previous Change Orders ($)	0.00
Original Contract Amount ($)	2,151,638.10
Total Contract Amount ($)	2,180,617.63

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

CONTRACT TIME

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

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

08/01/2018	0.00	0.00	08/01/2018

Description

APPROVED **APPROVED DATE**

For Contractor

Title Project Manager

Department Head 7/24/18

Mayor

Attest

37

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-17-B1

Type: Change Order #6

Location: 19th Ave N, 45th St – I-29

Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, for Change Order #6 in the amount of $26,275.77 ($19,122.57 funded by HMGP/$7,153.20 Special Assessments), bringing the total contract amount to $6,827,522.81.

Staff is recommending approval of Change Order #6 in the amount of $26,275.77, bringing the total contract amount to $6,827,522.81.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #6 to Master Construction.

RECOMMENDED MOTION
Approve Change Order #6 in the amount of $26,275.77 to Master Construction.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: HMGP Funds & Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfild, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

CITY OF Fargo

Item A8

Memorandum

To: Members of PWPEC

From: Jason Leonard, Project Engineer

Date: July 19, 2018

Re: Improvement District #BN-17-B1 – Change Order # 6

Background:

Improvement District #BN-17-B1 is for the new construction of underground utilities, concrete paving, site grading, street lights and incidentals on 19th Avenue North from 45th Street North to the west I-29 on/off ramp and 45th Street from 16th Avenue North to 19th Avenue North. In addition, the sanitary sewer interceptor mains will have an overflow structure installed.

Master Construction is the prime contractor for Improvement District #BN-17-B1.

James Hausauer has already received approval for the two west side overflow items to be paid under the HMGP Funds from the City of Fargo's Utility Committee to be paid under Improvement District BN-17-B1 in the amount of $19,122.57.

With the delay of the BNSF RR Crossing on 45th Street N during last year's construction season, temporary pavement marking was installed on 45th Street N and 19th Avenue N to provide direction and safety to the traveling public during the winter suspension. A total of 11,922 LF of 4" epoxy pavement marking was installed at a total cost of $7,153.20.

Recommended Motion:
Approve Change Order # 6 in the amount of $26,275.77 of which $19,122.57 will be funded by HMGP Funds and $7,153.20 will be Special Assessed.

Attachment
JTL/jmg

C: Thomas Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-17-B1	**Change Order No**	6
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting & Incid		
Date Entered	6/27/2018	**For**	Master Construction Co Inc

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

EXPLANATION OF CHANGE: Change Order # 6 - West Side Overflow Structure

The structure that diverts flows from the West Side Interceptor to the 60" gravity line consists of an underground vault with valves and above ground actuators, valve stems and a control panel in the City's Right-of Way. Representatives from Olaf Anderson have made city staff aware that they are unhappy with the placement & appearance of the vault and actuators. They have asked if the control panel and City of Fargo Wastewater Utility transformer could be installed at an alternate location to minimize the unsightly appearance (in their opinion) to their adjacent business sign, as well look into the possibility of lowering the actuators, as they cannot be relocated. Moorhead Electric previously has provided an estimate to place the control panel/transformer away from the vault (&driveway). This was included in a previously approved Work Change Directive.Attached you will find a quote from Master Construction to lower the actuators 18" to approximately 6- 7" off the top of the vault maintaining support and warranty terms with this relocation. Representatives from Olaf Anderson have verbally advised city staff that they would be very happy with this relocation (lowering) of the actuators. The cost of this change order will be $6,078.19

The structure that diverts flows from the WSI to the 60" gravity line consists of an underground vault with valves and above ground actuators, valve stems and a control panel in the City's Right-of-Way near Olaf Anderson . Olaf Anderson made city staff aware that they are unhappy with the appearance and asked if the control panel and the transformer could be relocated to a different location to minimize the unsightly appearance next to their business sign. Moorhead Electric has provided two estimates to place the control panel/transformer away from the vault. They verbally asked for option #2 with a cost estimate of $13,044 .38.

Additional Pavement marking required for opening the roadway during the winter suspension period. 11,922 LF at $0.60 = $7153.20

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 ($)	C/O Ext Price ($)
West Side Sanitary Overflow	181	Adjust Manhole	EA	0.00	0.00	0.00	1.00	1.00	6,078.19	6,078.19
	182	Modify Lift Station - Electrical	LS	0.00	0.00	0.00	1.00	1.00	13,044.38	13,044.38
									West Side Sanitary Overflow Sub Total ($)	19,122.57
Pavement Marking	183	Paint Epoxy Line 4" Wide	LF	0.00	0.00	0.00	11,922.00	11,922.00	0.60	7,153.20
									Pavement Marking Sub Total ($)	7,153.20

Summary

Source Of Funding	Federal Funds - HMGP, Sales Tax Funds - Wastewater - 455, Special Assessments
Net Amount Change Order # 6 ($)	26,275.77
Previous Change Orders ($)	195,797.44
Original Contract Amount ($)	6,605,449.60

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Total Contract Amount ($) 6,827,522.81

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
07/03/2018		0.00	0.00	10/31/2017	

Description

APPROVED

For Contractor

Title PM

APPROVED DATE

Department Head

Mayor

Attest

REPORT OF ACTION

UTILITY COMMITTEE

Project: ID # BN-17-B1

Type: Work Change Directive
Change Order #5

Location: 19th Avenue North

Date of Hearing: 2-1-2018

Routing	Date
City Commission	
Project File	

Jim Hausauer, Wastewater Utility Director, presented attached memo and Work Change Directive (Change Order #5) for Improvement District (ID) BN-17-B1. This ID consists of new construction of underground utilities, paving, site grading and streetlights along 19th Avenue N from 45th Street to I-29. This project also contained a FEMA HMGP component associated with the Broadway Interceptor SSO Reduction Project, which was designed to reduce hazards associated with sanitary sewer backups along Broadway. An interconnect was installed adjacent to 19th Ave. N that will allow wastewater staff to divert flows from the West Side Interceptor (WSI) to the 45th Street Interceptor creating the ability to divert wet weather flows away from the Wastewater Treatment Plant directly to the lagoons.

The structure that diverts flows from the WSI to the 60" gravity line consists of an underground vault with valves and above ground actuators, valve stems and a control panel in the City's Right-of-Way near Olaf Anderson. Olaf Anderson made city staff aware that they are unhappy with the appearance and asked if the control panel and the transformer could be relocated to a different location to minimize the unsightly appearance next to their business sign. Moorhead Electric has provided two estimates to place the control panel/transformer away from the vault. They verbally asked for option #2 with a cost estimate of $13,044.38.

The total cost of this Work Change Directive (Change Order #5) was $13,044.38 with the City of Fargo responsible for $1,956.66 as per the FEMA funding formula of 75% Federal, 10% State and 15% Local.

MOTION:
On a motion by Brenda Derrig, seconded by Troy Hall, the Utility Committee voted to approve the Work Change Directive (Change Order #5) for Improvement District BN-17-B1 from Master Construction for $13,044.38.

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

ATTEST:

Jim Hausauer
Wastewater Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Grindberg

CITY OF FARGO PUBLIC WORKS
Wastewater Treatment Facility
3400 North Broadway
Fargo, ND 58102
Phone: 701-241-1454
Fax: 701-241-8159

MEMORANDUM

February 1, 2018

To: Utility Committee

From: Jim Hausauer, Wastewater Utility Director

Re: Improvement District BN-17-B1 – Work Change Directive
West Side Interceptor Interconnect

Background

If you recall, the City of Fargo was approved for FEMA Hazard Mitigation Grant Program (HMGP) funding for project DR-1981-ND-9R (Broadway Interceptor SSO Reduction Project). The HMGP funding that was available consisted of 85% project grant funds for the City, with a funding formula of 75% Federal, 10% State, and 15% Local.

The Broadway SSO Reduction Project will reduce hazards associated with sanitary sewer overflows and sanitary sewer backups within the Broadway Interceptor Service Area caused by wet weather conditions and river flooding. To accomplish this reduction in hazards, the project will include three main components:

1. **Structure Improvements:** This will include modifications to sanitary Lift Station (LS) #1, LS #2, and the West Side Interceptor Overflow Improvements.
2. **Broadway Relief Force Main:** This will include the construction of 22,000' of relief force main from LS #1 & LS #2 and will convey wet weather flows to the WWTP or wastewater stabilization ponds (WWSP).
3. **WWTP Effluent Force Main Rehabilitation:** This will include the rehab of 2,000 ft of the existing 30" ductile iron Effluent Force Main from the WWTP to the stabilization ponds.

The Broadway HMGP Project has been divided into multiple segments (12) with some installed in conjunction with previously scheduled projects (water main replacement & street rehab) and some led by the Wastewater Utility.

ID BN-17-B Work Change Directive

Improvement District BN-17-B1 consists of new construction of underground utilities, paving, site grading, and streetlights along 19th Avenue North from 45th Street to I-29. The HMGP portion of this project consists of the installation of an overflow structure that will allow wastewater staff the ability to divert wastewater flows from the West Side Interceptor to the 60" gravity line associated with the 45th Street Interceptor. At this point, wet weather flows can be diverted to the lagoons via Lift Station #61.

The structure that diverts flows from the West Side Interceptor to the 60" gravity line consists of an underground vault with valves and above ground actuators, valve stems and a control panel in the City's Right-of Way. Representatives from Olaf Anderson have made city staff aware that they are unhappy with the placement & appearance of the vault and actuators and have asked if the control panel and transformer could be installed at an alternate location to minimize the unsightly appearance (in their opinion) to their adjacent business sign. Moorhead Electric has provided two estimates to place the control panel/transformer away from the vault (& driveway). Olaf Anderson has verbally asked consideration for option #2. The estimated cost for option #2 is $13,044.38

The HMGP funding formula is as follows:

Amount	Federal (75%)	State (10%)	City (15%)
$13,044.38	$9,783.29	$1,304.44	$1,956.66

Note: As per the HMGP Funding formula, the City of Fargo will be responsible for $1,956.66 and is funded with Wastewater Infrastructure Sales Tax Fund 455.

Your consideration in this matter is greatly appreciated.

Recommended Motion

Approve attached Work Change Directive (Change Order #5) for Improvement District BN-17-B1 from Moorhead Electric Inc. in the amount of $13,044.38

AE2S
www.ae2s.com

January 25, 2018

Jim Hausauer, REHS
Wastewater Utility Director
City of Fargo
Wastewater Treatment Plant
3400 Broadway North
Fargo, ND 58102

Re: Olaf Anderson Request to Relocate Control Panel and Transformer
Broadway Interceptor SSO Reduction – West Side Interceptor Overflow Improvement District BN-17-B1

Dear Jim:

Master Construction is currently constructing the West Side Interceptor (WSI) Overflow Structure, near the intersection of 19th Avenue North and 41st Street. This new overflow structure includes sluice gates, which allow the City control the flow and provide operational flexibility to divert flow to the 45th Street Interceptor or allow the flow to continue downstream through the WSI to the Wastewater Treatment Plant. After the sluice gate actuators were installed, Olaf Anderson contacted the City with concerns that the actuators were detracting from the aesthetics of their business sign and requested that the structure be moved. The overflow structure is located in the City's Right-of-Way and relocation is not feasible as the intersection of the existing utility pipes determined the location of the structure. Discussions with Olaf Anderson have resulted in their request to relocate the control panel and transformer to an alternate location that will not detract from the aesthetics of their business sign.

Two alternative locations for the control panel and transformer have been identified. The first location is across 19th Ave to the North in front of John Deere and the second location is across Olaf Anderson's driveway to the east, along the tree line. Proposed costs for the relocation of the control panel and transformer have been provided for both alternatives. In addition to the relocation costs, Olaf Anderson has requested shrubs and landscaping around the overflow structure.

The option to relocate the equipment is at the City of Fargo's discretion. If the City would like to move forward with the relocation of the control panel and transformer a final meeting will be held with Olaf Anderson and the City to select the preferred alternate location and any additional costs associated with this change would then be included in a change order for the project.

Advanced Engineering and Environmental Services, Inc.
4170 28th Avenue South • Fargo, ND 58104 • (t) 701-364-9111 • (f) 701-364-9979

Jim Hausauer, REHS
January 25, 2018
Re: Olaf Anderson Request to Relocate Control Panel and Transformer
Broadway Interceptor SSO Reduction – West Side Interceptor Overflow
Improvement District BN-17-B1

Please contact me if you have any questions or need additional information.

In Service,

AE2S

Ben Julson, PE
Project Manager

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE PROPOSAL
Sanitary Sewer, Water Main, Storm Sewer, Site Grading, Paving, Street Lighting & Incid
Improvement District No: BN-17-B1
19th Ave N -1-29 to 45th Street N -45th Street -16th Avenue N to 19th Ave N

No.	Item	Length	Count	Material	Labor Hours
1	**Option 1 - Northwest**				
	3/4" PVC 2#10+G Gate power	420	2	331.19	23.49
	3/4" PVC 8#14+G Gate Controls	420	2	396.09	38.29
	2" PVC 80 - Empty	210	1	262.65	15.93
	2" PVC 80 2#8, 1#10, Antenna cable	210	1	3419.67	25.59
	BORE, INST PVC TO 1.5">100'(LF)	210	1	2,100.00	12.6
	Concrete panel replacement		2	250	20
	Total			$6,759.60	135.9
	Tax	7.50%		$506.97	
	Labor	Rate	$50.90	$6,917.31	
	Subtotal			$14,183.88	
	Markup	15.00%		$2,127.58	
	Option 1 Total			$16,311.46	
2	**Option 2 - Southeast**				
	3/4" PVC 2#10+G Gate power	350	2	276.83	19.8
	3/4" PVC 8#14+G Gate Controls	350	2	330.96	32.15
	2" PVC 80 - Empty	175	1	221.85	13.42
	2" PVC 80 2#8, 1#10, Antenna cable	175	1	3353.05	21.68
	BORE, INST PVC TO 1.5">100'(LF)	175	1	1,750.00	10.5
	Total			$5,932.69	97.55
	Tax	7.50%		$444.95	
	Labor	Rate	$50.90	$4,965.30	
	Subtotal			$11,342.94	
	Markup	15.00%		$1,701.44	
	Option 2 Total			$13,044.38	

Respectfully submitted,

Craig Davidson | Estimator | Direct: 701-551-1363 | Cell: 701-566-4414 | cdavidson@moorheadelectric.com

WORK CHANGE DIRECTIVE

Work Chang Directive No: 1

DATE OF ISSUANCE: 02/01/18 EFFECTIVE DATE: 02/01/18

OWNER: City of Fargo
CONTRACTOR: Master Construction
Contract: General – No. 1
Project: Broadway Interceptor SSO Reduction – West Side Interceptor Overflow Structure
OWNER'S Contract No. : BN-17-B1
ENGINEER'S Project No. : P00803-2014-000

You are directed to proceed promptly with the following change(s):

Description: The West Side Interceptor (WSI) Overflow Structure is part of the Broadway Interceptor SSO Reduction Project. The overflow structure that was originally installed was not working properly, causing back up at the underpass of the railroad tracks on 19th Ave North. The new structure installed has sluice gates, which control the flow and provides the City with operational flexibility to either: (1) divert 100 percent of the flow to the 45th Street Interceptor, or (2) allow the flow to continue downstream along the WSI to the Wastewater Treatment Plant (WWTP).

Purpose of Work Change Directive: Olaf Anderson has requested to have the transformer and the control panel relocated to another location due to their business sign. In addition, they have also requested shrubs and landscaping be placed around the WSI, to cover-up the bollards.

Attachments: (List documents supporting change)

1. Moorhead Electric Change Proposal (Control Panel and Transformer Relocation Quote)
2. Photos of West Side Interceptor Overflow Structure Site

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices
☐ Lump Sum
☐ Cost of the Work_____

Estimated Increase in Contract Price:
$ 21,500.00.
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion: _____ days;
Ready for final payment: _____ days.

RECOMMENDED:

ENGINEER
By:_____.

AUTHORIZED:

OWNER
By: _____.

Other than the change in contract price shown above, CONTRACTOR shall not make any additional claims related in any way, shape, or form to this work change directive.

CITY OF FARGO PUBLIC WORKS
Wastewater Treatment Facility
3400 North Broadway
Fargo, ND 58102
Phone: 701-241-1454
Fax: 701-241-8159

MEMORANDUM

June 27, 2018

To: Utility Committee

From: Jim Hausauer, Wastewater Utility Director JH

Re: Improvement District BN-17-B1 – Work Change Directive II
West Side Interceptor Interconnect

Background

If you recall, the City of Fargo was approved for FEMA Hazard Mitigation Grant Program (HMGP) funding for project DR-1981-ND-9R (Broadway Interceptor SSO Reduction Project). The HMGP funding that was available consisted of 85% project grant funds for the City, with a funding formula of 75% Federal, 10% State, and 15% Local.

The Broadway SSO Reduction Project will reduce hazards associated with sanitary sewer overflows and sanitary sewer backups within the Broadway Interceptor Service Area caused by wet weather conditions and river flooding. To accomplish this reduction in hazards, the project will include three main components:

1. **Structure Improvements:** This will include modifications to sanitary Lift Station (LS) #1, LS #2, and the West Side Interceptor Overflow Improvements.
2. **Broadway Relief Force Main:** This will include the construction of 22,000' of relief force main from LS #1 & LS #2 and will convey wet weather flows to the WWTP or wastewater stabilization ponds (WWSP).
3. **WWTP Effluent Force Main Rehabilitation:** This will include the rehab of 2,000 ft of the existing 30" ductile iron Effluent Force Main from the WWTP to the stabilization ponds.

The Broadway HMGP Project has been divided into multiple segments (12) with some installed in conjunction with previously scheduled projects (water main replacement & street rehab) and some led by the Wastewater Utility.

ID BN-17-B Work Change Directive II

Improvement District BN-17-B1 consists of new construction of underground utilities, paving, site grading, and streetlights along 19th Avenue North from 45th Street to I-29. The HMGP portion of this project consists of the installation of an overflow structure that will allow wastewater staff the ability to divert wastewater flows from the West Side Interceptor to the 60" gravity line associated with the 45th Street Interceptor. At this point, wet weather flows can be diverted to the lagoons via Lift Station #61.

The structure that diverts flows from the West Side Interceptor to the 60" gravity line consists of an underground vault with valves and above ground actuators, valve stems and a control panel in the City's Right-of Way. Representatives from Olaf Anderson have made city staff aware that they are unhappy with the placement & appearance of the vault and actuators. They have asked if the control panel and

transformer could be installed at an alternate location to minimize the unsightly appearance (in their opinion) to their adjacent business sign, as well look into the possibility of lowering the actuators, as they cannot be relocated. Moorhead Electric previously has provided an estimate to place the control panel/transformer away from the vault (& driveway). This was included in a previously approved Work Change Directive.

Attached you will find a quote from Master Construction to lower the actuators 18" to approximately 6-7" off the top of the vault maintaining support and warranty terms with this relocation. Representatives from Olaf Anderson have verbally advised city staff that they would be very happy with this relocation (lowering) of the actuators. The cost of this change order will be $6,078.19

The HMGP funding formula is as follows:

Amount	Federal (75%)	State (10%)	City (15%)
$6,078.19	$4,558.64	$607.82	$911.73

Note: As per the HMGP Funding formula, the City of Fargo will be responsible for $911.73 and is funded with Wastewater Infrastructure Sales Tax Fund 455.

Your consideration in this matter is greatly appreciated.

Recommended Motion

Approve attached Work Change Directive II for Improvement District BN-17-B1 from Master Construction in the amount of $6,078.19

AE2S
www.ae2s.com

June 21, 2018

Jim Hausauer, REHS
Wastewater Utility Director
City of Fargo
Wastewater Treatment Plant
3400 Broadway North
Fargo, ND 58102

Re: Olaf Anderson Request to Lower Electric Actuator Stems
Change Order No. 2 – Improvement District BN-17-B1
Broadway Interceptor SSO Reduction – West Side Interceptor Overflow

Dear Jim:

Master Construction constructed the West Side Interceptor (WSI) Overflow Structure, near the intersection of 19th Avenue North and 41st Street; located in the City's Right-of-Way. This new overflow structure includes electric actuated sluice gates, which allow the City to control the flow and provide operational flexibility to divert flow to the 45th Street Interceptor or allow the flow to continue downstream through the WSI to the Wastewater Treatment Plant.

After the sluice gate actuators were installed, Olaf Anderson contacted the City with concerns that the actuators were detracting from the aesthetics of their business sign and requested that the structure be moved. Since then, Olaf Anderson's request to relocate the control panel and transformer was approved, and the control panel was installed on the east side of their driveway. In further discussion with Olaf Anderson it was requested to lower the gate actuators to allow a majority of the stem to be hidden with landscaping installed by Olaf Anderson. The gate actuator pedestals would be lowered approximately 18-inches from the currently installed standard height of 42-inches (maintaining the actuators 7-inches or more above the ground for warranty).

The option to replace the pedestals is at the City of Fargo's discretion. If the City would like to move forward with the replacement of the actuators, the additional costs included in the attached proposal from Master Construction for this change would be included in a change order for the project. Feel free to contact me if you have any questions or need additional information.

In Service,

AE2S

Ben Julson

Ben Julson, PE
Project Manager

Advanced Engineering and Environmental Services, Inc.
3101 Frontage Road South • Moorhead, MN 56560 • (t) 218-299-5610 • (f) 218-299-5611

MASTER
FARGO • BISMARCK • DICKINSON ND

1572 45th St NW
Fargo ND, 58102
701-237-4950

INVOICE TO: City of Fargo
200 3rd St. N
Fargo, ND 58102

CONTACT:

DESCRIPTION OF WORK: 12" PEDISTALS- PROJECT NO. BN-17-B1

Labor/ Equipment

Line Item	EQUIPMENT DESCRIPTION (Make, Model)		Rental Rate Per Hour w/	HOURS	TOTAL
1		Komatsu 138	$140.00	4	$560.00
2	Front End Loade	Cat 938 Loader	$160.00	2	$320.00
3	Skidsteer	Skidsteer - Bobcat	$95.00	2	$190.00
4	Pickup Truck		$70.00	2	$140.00
5	Forman	Foreman	$75.00	10	$750.00
6	Laborer	Laborer	$35.00	10	$350.00
					$2,310.00

Materials

Line Item	MATERIAL DESCRIPTION	MATERIAL COST	QUANTITY	TOTAL
1	12" PEDISTALS	$1,485.00	2	$2,970.00
			Total Cost=	$2,970.00
			Sales Tax =	$222.75
			Total with Sales Tax =	$3,192.75
			Markup 25%=	$798.19
			Total Material with Markup=	$3,768.19

Total Amount $6,078.19

WORK CHANGE DIRECTIVE

Work Chang Directive No: 2

DATE OF ISSUANCE: 06/27/2018 EFFECTIVE DATE: 06/27/2018

OWNER: City of Fargo
CONTRACTOR: Master Construction
Contract: Contract No. 1 - General
Project: Broadway Interceptor SSO Reduction – West Side Interceptor Overflow Structure
OWNER'S Contract No. : BN-17-B1
ENGINEER'S Project No. : P00803-2014-000

You are directed to proceed promptly with the following change(s):

Description: The gate actuator pedestals will be lowered approximately 18-inches from the currently installed standard height of 42-inches (maintaining the actuators 7-inches or more above the ground for warranty).

Purpose of Work Change Directive: Olaf Anderson has requested to have the gate actuator pedestals lowered to allow a majority of the stem to be hidden with landscaping (landscaping will be installed by Olaf Anderson).

Attachments: (List documents supporting change)
1. Master's Change Proposal

If OWNER or CONTRACTOR believe that the above change has affected Contract Price any Claim for a Change Order based thereon will involve one or more of the following methods as defined in the Contract Documents.

Method of determining change in Contract Price:

☐ Unit Prices
☒ Lump Sum
☐ Cost of the Work_____

Estimated Increase in Contract Price:
$ 6,078.19.
If the change involves an increase, the estimated amount is not to be exceeded without further authorization.

Estimated increase (decrease) in Contract Times:
Substantial Completion: _____ days;
Ready for final payment: _____ days.

RECOMMENDED:

AE2S
ENGINEER
By: Ben Johnson.

AUTHORIZED:

OWNER
By: _____.

Other than the change in contract price shown above, CONTRACTOR shall not make any additional claims related in any way, shape, or form to this work change directive.

(38)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-18-F0 Type: Contract Amendment #1

Location: Madelyn's Meadows Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Jason Leonard

The Committee reviewed the accompanying correspondence from Project Manager, Jason Leonard, related to Amendment #1 submitted by Houston Engineering for additional services in the amount of $16,000.00, bringing the total contract amount to $54,000.

Staff is recommending approval.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of Contract Amendment #1.

RECOMMENDED MOTION
Approve Contract Amendment #1 to Houston Engineering in the amount of $16,000.00.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Item A6

Memorandum

To: PWPEC

From: Jason Leonard, Civil Engineer II JTL

Cc: Mike Love, Houston Engineering, Inc.

Date: 7/17/2018

Re: BN-18-F0 Task Order Amendment # 1 – Madelyn Meadows Underground Utilities and Paving

---

Background:

Attached is a letter requesting a contract amendment in the amount of $16,000 to complete the area planning and design of Madelyn Meadows Addition. Houston Engineering was awarded the contract in the following amount:

Amended Design Total

Original Contract	$	38,000.00
Amendment No. 1	$	16,000.00
Final	**$**	**54,000.00**

The total construction cost to date is $1,880,421.40. The amendment will increase the percentage by 0.85% to 2.98% of the construction cost.

Recommended Motion:

Approve Amendment #1 in the amount of $16,000.00 to Houston Engineering, Inc. for Improvement District #BN-18-F0 Madelyn Meadows Addition.

200 North 3rd Street
Fargo, ND 58102

Phone: (701) 241-1545
FAX: (701) 241-8101

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BN-18-F0	**Change Order No**	1
Project Name	Consultant Services		
Date Entered	7/17/2018	**For**	Houston Engineering 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: MS-16-A0 Task Order # 14 Amendment # 1

This task order amendment is to provide additional services, as a result in a change of scope related to revision requested by the developer. These services are defined in more detail below.

Late in the project design process, the developer requested that proposed stormwater pond expansion be increased to service future develop-able land south of 73rd Ave S. As a result, a change was made to the proposed storm sewer resulting in two separate trunk storm sewer lines. This resulted in a substantial change to the project and required redesign of the storm sewer system and revisions to already completed construction plans.
When developing the original project scope and fee, it was assumed that sufficient area was provided to expand the existing Golden Valley storm water pond to meet the retention requirements for the entire development. As such, it was assumed that one modeling iteration would be required when developing the fee for the project. During the storm water master plan analysis, several iterations of pond size and serviceable drainage area were completed prior to settling on a pond size and serviceable drainage area that was acceptable to the developer.
The City solicited bids for the construction of the streets and underground utilities for the project, however, due to the desired 2018 completion date of the project the City only received two bids. At the developer's request, the City plans to rebid the project with a 2019 completion date to try and get more competitive bids. This will require Houston Engineering, Inc. to revise the construction plans and SIBs as well as provide bid support during the rebid.
Related to the revised trunk storm sewer listed above, the City requested that HEI prepare a legal description for an easement that would cover the portion of the trunk storm sewer that is not currently being platted.

This amendment covers the additional design, analysis, and project administration services related to the above-mentioned changes in scope.

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 ($)	C/O Ext Price ($)
Consultant Services	1	Design	EA	38,000.00	0.00	38,000.00	16,000.00	54,000.00	1.00	16,000.00
									Consultant Services Sub Total ($)	16,000.00

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 1 ($)	16,000.00
Previous Change Orders ($)	0.00
Original Contract Amount ($)	38,000.00
Total Contract Amount ($)	54,000.00

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

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
05/31/2018		0.00	0.00	05/31/2018	

Description

APPROVED		APPROVED DATE	
For Contractor		Department Head	
Title		Mayor	
		Attest	

* SEE AMENDMENT

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102

HoustonEngineering Inc.

MS-16-A0 TASK ORDER NO. 14

AMENDMENT NO. 1

Project: BN-18-F0 (Madelyn's Meadows)
HEI Project No. 18_6059_0152

Client: City of Fargo
200 North 3rd Street
Fargo, ND 58102
Phone (701) 241-1545
Attn: Jody Bertrand

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

Description of Work: This task order amendment is to provide additional services, as a result in a change of scope related to revision requested by the developer. These services are defined in more detail below.

Late in the project design process, the developer requested that proposed stormwater pond expansion be increased to service future developable land south of 73rd Ave S. As a result, a change was made to the proposed storm sewer resulting in two separate trunk storm sewer lines. This resulted in a substantial change to the project and required redesign of the storm sewer system and revisions to already completed construction plans.

When developing the original project scope and fee, it was assumed that sufficient area was provided to expand the existing Golden Valley storm water pond to meet the retention requirements for the entire development. As such, it was assumed that one modeling iteration would be required when developing the fee for the project. During the storm water master plan analysis, several iterations of pond size and serviceable drainage area were completed prior to settling on a pond size and serviceable drainage area that was acceptable to the developer.

The City solicited bids for the construction of the streets and underground utilities for the project, however, due to the desired 2018 completion date of the project the City only received two bids. At the developer's request, the City plans to rebid the project with a 2019 completion date to try and get more competitive bids. This will require

Houston Engineering, Inc. to revise the construction plans and SIBs as well as provide bid support during the rebid.

Related to the revised trunk storm sewer listed above, the City requested that HEI prepare a legal description for an easement that would cover the portion of the trunk storm sewer that is not currently being platted.

This amendment covers the additional design, analysis, and project administration services related to the above-mentioned changes in scope.

Basis of Proposal:

This amendment covers the additional services as described above. Actual services will be billed on an hourly basis as per the original contract conditions.

Fee:

The total estimated fee for the above described task order amendments is $16,000. Additional work required beyond the scope listed above will be billed at our current hourly rates. Houston Engineering, Inc. will perform the services as outlined above and tasks will be performed in accordance with our current hourly rates.

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

HoustonEngineering Inc.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:
Client: City of Fargo

Signature: _____

Title: Timothy J. Mahoney
Mayor

Date: _____

Proposal: Houston Engineering, Inc.

Signature: _____

Title: Principal

Date: 7/16/2018

H:\Fargo\JBN\6000\6059\6059_0152\PM\BN-18-F0 Task Order Amendment 1.docx

39

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-A2 Type: Contract Amendment #1

Location: Main Avenue Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Contract Amendment submitted by SRF in the amount of $92,139.82, bringing the total contract amount to $307,184.07. The additional costs covered in this request are related landscape architecture design improvements of the Fargo Park District Depot Plaza as requested by the Fargo Park District.

A revised estimate was submitted at the meeting for Contract Amendment #1 in the amount of $54,688.55, bringing the total contract amount to $275,005.29.

Staff is recommending approval of the revised estimate.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of Contract Amendment #1 for the revised amount of $54,688.55.

RECOMMENDED MOTION
Approve Contract Amendment #1 to SRF in the amount of $54,688.55.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: 100% Special Assessed to Fargo Park District

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

COMMITTEE	Present	Yes	No	Unanimous
				☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Item A2

CITY OF Fargo

Memorandum

To: Members of PWPEC

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

Date: July 16, 2018

Re: Amendment #1 to Consulting Engineering Services Agreement with SRF Consulting Group for Preliminary and Final Design Services for Watermain and Sanitary Sewer related to the Main Avenue Street Reconstruction Project
City of Fargo Improvement District No. BR-18-A2
NDDOT Project No. NHU-8-010(041)939

Background:

SRF Consulting Group was selected by the NDDOT Selection Committee in April of 2016 and has the NDDOT design contract for the Main Avenue street reconstruction project slated for 2019. We entered into a separate contract with them to complete the water and sanitary sewer design associated with this project. The original fee amount was $215,044.25.

Update:

We are on the verge of the NDDOT making the final decision on the design of this project and once that occurs it will be an all-out rush to get the plans completed by the first week in December. As part of the project, we will need to reconstruct the area in front of the Fargo Park District Depot site. The Fargo Park District would like to renovate the entire area between their building and the street right-of-way, and they have agreed to be assessed for 100% of this work. I have attached Amendment #1 for design services from SRF Consulting to do this. The scope of work tasks and budget estimate is for the landscape architecture design improvements of the Fargo Park District Depot Plaza area. Items include coordination meetings, schematic designs, final design, detailed survey of the site, and bidding documents. The plans and specs will be incorporated in conjunction with the NDDOT Main Avenue project.

SRF's original contract was $215,044.25, and Amendment #1 is for $92,139.82, making their contract amount $307,184.07.

Recommended Motion:

Approval of Engineering Services Contract Amendment #1 with SRF Consulting Group for landscape architecture design improvements of the Fargo Park District Depot Plaza area associated with the Main Avenue street reconstruction project.

JMG/klb
Attachment

SRF

SRF No. 9287.01

July 24, 2018

Mr. Jeremy Gorden, PE, PTOE
Transportation Division Engineer
City of Fargo
200 3rd Street North
Fargo, ND 58102

Subject: Amendment 1_Main Avenue Reconstruction, Fargo Park District Depot Plaza

Dear Mr. Gorden:

Amendment 1 includes adding into the contract the Landscape Architecture design improvements of the Fargo Park District Plaza area. In conjunction with the NDDOT project of reconstruction of Fargo Main Avenue from University Drive to 2nd Street, the City of Fargo and the Park District have decided to improve the depot plaza site beyond the limits impacted by the removal of the depot turnaround. The NDDOT funding limits covers redesign and replacement at the area of the impacted turnaround only. The City of Fargo and the Fargo Park District have requested to expand the design of the site to include all of area in front of the depot as a separate contract.

New task associated with Amendment 1 are shown in Attachment A.

SCOPE OF SERVICES

We propose to carry out the additional work as described in the attached Scope of Services (Attachment A). The additional work is included in the tasks listed below:

- Depot Plaza Final Design and Plans
  - Design Coordination Meetings
  - Schematic Design
  - Design Development
  - Final Design & Plans
  - In-Bidding Services
  - In-Construction Services (Response to Contract Questions/Design Change Orders)
- Surveys and Utilities
  - Project Management
  - Topographic Survey and DTM Collection
  - Develop Design DTM
  - Development of Map/Diagram of Custom Bricks and Granite Plaques
  - Coordinate Utilities

ASSUMPTIONS

- The NDDOT has committed up to $110,000 participation of funding for these improvements. The City of Fargo and the Fargo Park District has secured funds for the development and construction of improvements for the Park District Depot Plaza beyond the NDDOT contribution.
- Project limits will not include the fountain or main plaza area immediately adjacent to the fountain. Project limits will tie in as quickly as possible on the western edge to accommodate this. North/South extents will be from building façade to ROW which includes the breezeway. Eastern extents will be the parking lot edge.
- No irrigation needed for the planter areas.
- Lighting Design is included in the scope and includes salvaging existing lighting and luminaires, festoon/event wiring, salvage and reinstall the clock, and lighting for the flags.
- The final plans, specification and special provision will be prepared in accordance with City of Fargo specifications. The plans will be inserted into the final plans and specifications of NDDOT Project NHU-8-010(041)939, PCN 21170.
- The construction administration of the depot plaza will be included as a separate Contract and is not part of this scope.

SCHEDULE

We will complete this work within a mutually agreed-upon time schedule that coincides with the NDDOT project milestone schedule.

BASIS OF PAYMENT/BUDGET

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses, such as printing, supplies, reproduction, etc., will be billed at cost, and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 30 days.

Based on our understanding of the project and our scope of services, we estimate the cost for Amendment 1 is $54,688.55 which includes both time and expenses.

CHANGES IN THE SCOPE OF SERVICES

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

We sincerely appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact me if you have any questions or need additional information.

Sincerely,

SRF CONSULTING GROUP, INC.

Jacob Nordick, PE
Principal

JHN

Attachment A – Scope of Services

cc: Dave Leker, Fargo Park District

Tyler Kirchner, Fargo Park District

pw:\\srf-pw.bentley.com:srf-pw\Documents\Projects\9287\8010939.041\01_ProjData\00_ProjManage\Scope\BR-18-A0_Fargo Main Avenue Reconstruction_Amendment Letter_2018-07-24.docx

SRF
Consulting Group, Inc.

This Agreement represents the entire and integrated agreement between the Client and SRF and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral. This Agreement may not be altered, changed, or amended except as set forth in a written amendment to this Agreement.

SRF CONSULTING GROUP, INC.

Signature

JACOB NORDICK
Name

PRINCIPAL
Title

CITY OF FARGO: MAYOR

Signature

Name

Title

CITY OF FARGO: CITY AUDITOR

Signature

Name

Title

The balance of this page has been intentionally left blank

SRF Consulting Group, Inc.

CLIENT: CITY OF FARGO
NDDOT Project 8-010(041)939, PCN 21170, Main Avenue Reconstruction, University to 2nd St.

PROJECT: Depot Plaza Final Design and Plans - Fargo, ND

Work Tasks and Person-Hour Estimates

9287.01

TASK NO.	SUMMARY OF TASKS
1.0	DEPOT PLAZA FINAL DESIGN & PLANS
2.0.	SURVEY AND UTILITIES

Project Overview:
This scope of work tasks and budget estimate is for the landscape architecture design improvements of the Fargo Park District Depot Plaza area. Items inlcude Coordiation meetings, Schematic designs, final design, detail survey of the site, and bidding documents. The plans and specifications will be incorporated in conjunction with the NDDOT Fargo Main Avenue Project NHU-8-010(041)939; PCN 21170.

SRF Consulting Group, Inc.

Client: CITY OF FARGO
NDDOT Project 8-010(041)939, PCN 21170, Main Avenue Reconstruction, University to 2nd St.

Project: Depot Plaza Final Design and Plans - Fargo, ND

Work Tasks and Person-Hour Estimates

SRF Consulting Group, Inc.

9287.01

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROFESSIONAL	TECHNICAL	CLERICAL	TOTALS	EST. FEE
1.0	**DEPOT PLAZA FINAL DESIGN & PLANS**									
	Assumptions:									
	- Project limits will not include the fountain or main plaza area immediately adjacent to the fountain. Project limits will tie in as quickly as possible on the western edge to accommodate this. North/South extents will be from building façade to ROW which includes the breezeway. Eastern extents will be the parking lot edge.									
	- Duration between August 2018 and February 2019 (6 Months). Assume plan completion in January 2019 and bid date in February or March 2019 to align with Main Avenue Reconstruction (Pending DOT revised Bid Date Approval)									
	- Lighting assumptions include: meeting with City to coordinate on what will be done, existing panel in Depot will have capacity for design, existing luminaires will be salvaged and reinstalled, need for festoon/event wiring to support lighting for events, holiday, etc., rework conduit/wiring for new or replacement circuits, salvage & re-install clock, and lights for flag.									
	- Assumes there will be no irrigation needed in the new design									
	- Assumes using City of Fargo specifications as a starting point along with SIBs									
	- Assumes 4 hours total travel time (flight and logistics) for Lead Landscape Architect for every in-person meeting.									
	Client Deliverables:									
	- *Provide Recommendations, Programming Needs, and Maintenance Needs. Assists with scheduling and coordinating Steering Committee Meetings.*									
1.1	Design Coordination Meetings/Presentations (00210-045)									
	- Meeting 1: Kick-off Meeting/Design Workshop with Steering Committee. Assumes in-person visit for Landscape Architect. Assumes 3 hr meeting.	0	7	0	0	0	0	0	7	$966.40
	- Meeting 2: Schematic Concept Review with Steering Committee. Assumes Skype Meeting with Landscape Architect and Landscape Designer. Assumes 2hr meeting.	0	2	0	2	0	0	0	4	$485.29
	- Meeting 3: Design Development Meeting - Finalize 1 Concept with Steering Committee. Assumes in-person visit for Landscape Architect. Assumes 3hr meeting.	0	7	0	0	0	0	0	7	$966.40
	- Meeting 4: Presentation Meeting of Final Concept with Park Board. Assumes in-person visit for Landscape Architect.	0	5	0	0	0	0	0	5	$690.29

SRF Consulting Group, Inc.

Client: CITY OF FARGO
NDDOT Project 8-010(041)939, PCN 21170, Main Avenue Reconstruction, University to 2nd St.

Project: Depot Plaza Final Design and Plans - Fargo, ND

Work Tasks and Person-Hour Estimates

SRF Consulting Group, Inc.

9287.01

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROFESSIONAL	TECHNICAL	CLERICAL	TOTALS	EST. FEE
1.2	Schematic design									
	- Schematic design. Assumes three concepts.	2	12	0	24	12	0	0	50	$5,497.80
	- Coordination with Civil/Structural on planter wall design and/or vertical elements	4	4	0	0	0	0	0	8	$1,241.92
	- Coordination with Electrical engineers on preliminary lighting design and electrical access for events	0	8	0	0	0	4	0	12	$1,515.65
	- 3 Plan graphics (one for each concept) for steering committee review.	0	3	0	0	16	0	0	19	$1,729.01
1.3	Design Development									
	- Finalize 1 concept to bring to Park Board. Refine what was decided in Steering Committee meeting. Includes Lighting coordination.	2	4	0	12	8	0	0	26	$2,809.56
	- Create 1 axonometric view/rendered graphic and one corresponding labeled plan view for Park Board meeting.	0	4	0	0	24	0	0	28	$2,524.48
1.4	Final Design & Plans									
	- Detail design for plaza, brick planter walls, stairs, ramps, railings, and plantings. Includes coordination efforts with lighting design and structural.	0	16	0	24	0	20	0	60	$6,774.98
	- 95 % PS&E Plans include removals, utilities, grading, hardscape design, planting design, lighting, and details.	0	12	0	40	60	8	0	120	$11,593.25
	- 100 % PS&E Plans include removals, utilities, grading, hardscape design, planting design, lighting, and details	0	8	0	16	24	12	0	60	$5,983.69
	- QA/QC and Signing Plans	4	8	0	0	0	0	0	12	$1,794.15
1.5	In-Bidding Services (RFIs and addendums)	0	8	0	0	0	0	0	8	$1,104.46
1.6	In-Construction Services (respond to contractor questions/change orders)	0	20	0	0	0	0	0	20	$2,761.15
	SRF Deliverables:									
	- Design process graphics/working model to review 3 schematic design concepts with Steering Committee									
	- One preferred final design and corresponding graphics for Park Board presentation									
	- PS&E Depot Plaza Plans and 100% Signed Plan submittals									
	- In-construction and In-Bidding Services									
	SUBTOTAL - TASK 1	**12**	**128**	**0**	**118**	**144**	**44**	**0**	**446**	**$48,438.50**

SRF Consulting Group, Inc.

Client: CITY OF FARGO
NDDOT Project 8-010(041)939, PCN 21170, Main Avenue Reconstruction, University to 2nd St.

Project: Depot Plaza Final Design and Plans - Fargo, ND

Work Tasks and Person-Hour Estimates

SRF Consulting Group, Inc.

9287.01

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROFESSIONAL	TECHNICAL	CLERICAL	TOTALS	EST. FEE
2.0	**SURVEY AND UTILITIES**									
	Assumptions:									
	- All Utilities have been collected as part of the Fargo Main Avenue Project. Coordination with the City and Park District to identify any private utilities such as water irrigation, underground electric, etc. will be identified.									
	- Ground topography of all features around the Depot plaza. Include sidewalk grades for ADA Compliance verification, edges of all above ground features such as planters, steps, change of material locations, joints, building edge, etc. Note that survey extents will need to extend beyond design boundary to ensure there is enough information for proper tie in. Control and other survey information will utilize the Fargo Main Avenue Survey. Survey will follow NDDOT requirements from Ch. 19 of the Survey Manual. 2-Person Field crew includes a Crew Chief and Survey Technician.									
	Client Deliverables:									
2.1	Project Management	0	0	2	0	0	0	0	2	$233.68
2.2	Topographical Survey and DTM Collection and survey field book notes/documentation and calculations. Includes up to 2 different trips to survey depot features	0	0	0	0	0	16	0	16	$1,644.74
2.3	Develop Design DTM of survey and update the Fargo Main Avenue Topography file accordingly	0	4	2	0	0	0	0	6	$785.91
2.4	Development of a map/diagram of the custom bricks and granite plaques with corresponding photographic record to inform design direction and construction documents	0	0	2	2	0	0	0	4	$442.86
2.5	Coordinate with City of Fargo and Park District for any city/park owned utilities around the Depot Plaza. Identify any utility conflicts and coordinate with Fargo Main Avenue Design Project.	0	0	2	2	0	0	0	4	$442.86
	SRF Deliverables:									
	- Updated DTM and Topog File of Depot Plaza Features									
	- Map/Diagram of the custom bricks and granite plaques, Photo documentation									
	SUBTOTAL - TASK 2	**0**	**4**	**8**	**4**	**0**	**16**	**0**	**32**	**$3,550.05**

SRF Consulting Group, Inc.

Client: CITY OF FARGO
NDDOT Project 8-010(041)939, PCN 21170, Main Avenue Reconstruction, University to 2nd St.

Project: Depot Plaza Final Design and Plans - Fargo, ND

Work Tasks and Person-Hour Estimates

SRF Consulting Group, Inc.

9287.01

TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF.	PROFESSIONAL	TECHNICAL	CLERICAL	TOTALS	EST. FEE
	TOTAL ESTIMATED PERSON-HOURS	12	132	8	122	144	60	0	478	
	AVERAGE HOURLY PAYROLL RATES	$57.70	$46.20	$39.10	$35.00	$27.50	$34.40	$23.90		
	ESTIMATED LABOR	$692.40	$6,098.40	$312.80	$4,270.00	$3,960.00	$2,064.00	$0.00		$17,397.60
	ESTIMATED OVERHEAD COST	166.55%								$28,975.70
	FACILITIES CAPITAL COST OF MONEY	0.29%								$50.45
	ESTIMATED LABOR, OVERHEAD AND FCCM									$46,423.76
	FIXED FEE	12.00%								$5,564.80
	ESTIMATED DIRECT NON-SALARY EXPENSES									$2,700.00
	TOTAL ESTIMATED FEE									$54,688.55

ESTIMATE OF DIRECT NON-SALARY EXPENSES:

MILEAGE:	Personal Vehicles	0	Miles @	$0.545	$0
REPRODUCTION:	Copy Duplication	0	Copies @	$0.10	$0
	Color Copies	0	Copies @	$0.35	$0
	Bond Prints	0	Prints @	$6.00	$0
	Mylar Prints	0	Prints @	$12.00	$0
AIRFARE:	Airfare	3	Flights @	$900.00	$2,700
COURTHOUSE COPIES:		0	Copies @	$1.00	$0
PRINTING:					$0
SUPPLIES:	Mail, Express, Etc.				$0
COMMUNICATIONS:	Cell Phone Charges	0	Minutes @	$0.30	$0
SUBCONSULTANTS:					$0
ESTIMATED DIRECT NON-SALARY EXPENSES					$2,700

SUMMARY OF COSTS:

		PRINCIPAL	SR. ASSOC.	ASSOCIATE	SR. PROF	PROF.	TECHNICAL	CLERICAL	TOTALS
1.0	DEPOT PLAZA FINAL DESIGN & PLANS	$ 2,069.07	$ 17,671.37	$ -	$ 12,341.51	$ 11,833.51	$ 4,523.03	$ -	$ 48,438.50
2.0	SURVEY AND UTILITIES	$ -	$ 552.23	$ 934.73	$ 418.36	$ -	$ 1,644.74	$ -	$ 3,550.05
		$ 2,069.07	$ 18,223.60	$ 934.73	$ 12,759.87	$ 11,833.51	$ 6,167.77	$ -	$ 51,988.55

(40)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-18-B2
NDDOT Project NHU-CPU-8-081(038)927

Type: Contract Amendment #3

Location: 10th St N, 4th Ave–BNSF Underpass

Date of Hearing: 7/23/2018

Routing	Date
City Commission	7/30/2018
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Amendment #3 submitted by Houston Engineering for additional services in the amount of $3,000.00, bringing the total contract amount to $260,445.18.

Staff is recommending approval.

On a motion by Brenda Derrig, seconded by Bruce Grubb, the Committee voted to recommend approval of Contract Amendment #3.

RECOMMENDED MOTION
Approve Contract Amendment #3 to Houston Engineering in the amount of $3,000.00.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

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

COMMITTEE	Present	Yes	No	Unanimous ☑
Tim Mahoney, Mayor	☐	☐	☐	
Nicole Crutchfield, Director of Planning	☑	☑	☐	Mark Williams
Steve Dirksen, Fire Chief	☑	☑	☐	
Bruce Grubb, City Administrator	☑	☑	☐	
Ben Dow, Director of Operations	☑	☑	☐	
Steve Sprague, City Auditor	☑	☑	☐	
Brenda Derrig, City Engineer	☑	☑	☐	
Kent Costin, Finance Director	☐	☐	☐	

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Item A4

CITY OF Fargo

Memorandum

To: PWPEC

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

Date: July 12, 2018

Re: Improvement District No. BR-18-B2 – Request for Amendment #3 to Consultant Services for design services for railroad underpass lighting as part of NDDOT project NHU-CPU-8-081(038)927

Background:

Improvement District No. BR-18-B2 was initiated to provide the design services to replace the storm sewer lift station on 10th Street N between 4th Avenue and the BNSF underpass as part of a larger project being designed by the NDDOT (Federal Aid project NHU-CPU-8-081(038)927) for 10th Street reconstruction from 4th Avenue to 12th Avenue, in 2018.

During the transfer of the under pass lift station from BNSF to the City of Fargo it was found that the railroad underpass lighting was connected to the lift station that would be demolished once the new lift station construction is complete. A review of the existing roadway lighting thru the underpass found it to be past its useful life.

Houston Engineering has provided the City with the attached detailed services quote on a not to exceed hourly services basis:

Houston Engineering Design Services	$3,000.00
TOTAL	$3,000.00

The recap of engineering consultant services are as follows:

Original Contract:	$25,862.00
Amendment # 1:	$62,000.00
Amendment # 2:	$169,583.18
Amendment # 3:	$3,000.00
Total	$260,445.18

Funding will come from special assessments.

Recommended Motion

Approve Amendment #3 for $3,000.00 to Houston Engineering, Inc.

REK/klo
Attachments

C: Brenda Derrig
Jeremy Gorden
Jody Bertrand

200 North 3rd Street
Fargo, ND 58102

Phone: (701) 241-1545
FAX: (701) 241-8101

HoustonEngineering Inc. Fargo Office 701.237.5065 701.237.5101
1401 21st Avenue North Fargo ND 58102

ENGINEERING SERVICES AGREEMENT

AMENDMENT NO. 3

Project: City of Fargo 10th Street Underpass Storm Pump Station
Client Project Number: MSA Project No. BR-18-B2
HEI Project Number: 6059-136

Client: City of Fargo Engineering Department
200 North 3rd Street
Fargo, ND 58102
Phone: 701-241-1545
Attn: Dr. Tim Mahoney – Mayor, City of Fargo

Location of Project: 10th Street North

Description of Work: This contract amendment is to provide additional services as requested by the City of Fargo (City) to assist with changes to the project scope for the 10th Street Underpass Storm Pump Station.

The project scope was increased to include assistance with street, underpass, and pedestrian lighting.

Through on-site construction coordination meetings with BNSF Railway, it was determined that the existing underpass roadway and pedestrian walkway lighting is powered and operated through a switch in the existing storm water pump station that will be demolished as part of the BR-18-B2 improvement project. The proposed pump station control panel will be modified to contain a circuit, complete with circuit breaker and switch to power and operate the underpass lights. New underpass roadway and pedestrian walkway LED wall packs will be installed, complete with new conduit and cabling on the exterior of the bridge structure. New LED luminaires will be installed on the 5 existing light poles adjacent to 10th Street between 4th Ave N and 6th Ave N.

The additional services fee is based on plan revisions to incorporate the proposed changes, change order negotiations with the contractor, submittal review, and construction oversight.

Basis of Proposal: This amendment covers the additional services as described above. Actual services will be billed on an hourly basis as per the original contract conditions.

Fee: The total additional estimated fee for the above described tasks is $3,000. Additional work required beyond the scope listed below will be billed at our current hourly rates. Houston Engineering, Inc. will perform the services as outlined herein. Tasks will be performed in accordance with our current hourly rates.

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:	Proposal: Houston Engineering, Inc.
Client: Dr. Tim Mahoney – Mayor, City of Fargo	
Signature: _____	Signature: Gabe Blodow
Title: _____	Title: Project Manager
Date: _____	Date: 7/24/18

CITY OF Fargo

ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

July 25, 2018

41

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. BN-18-L1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, July 25, 2018, for Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter, Asphalt Pavement, Lighting & Incidentals, Improvement District No. BN-18-L1, located at 28th Ave S, west of 55th St S and east of Veterans Blvd.

The bids were as follows:

Dirt Dynamics	$548,021.61
KPH, Inc.	$612,725.56
Dakota Underground Co., Inc.	$693,355.83
Engineer's Estimate	$656,000.00

The special assessment escrow is not required.

This office recommends award of the contract to Dirt Dynamics based on the base bid amount of $548,021.61 as the lowest and best bid. The alternate will not be awarded. No protests have been received.

Sincerely,

Thomas Knakmuhs
Division Engineer

TAK/klo

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-18-L1

Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter, Asphalt Pavement, Lighting & Incide

28 Ave S, west of 55 St S and east of Veterans Blvd

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Tom Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter, Asphalt Pavement, Lighting & Incide Improvement District # BN-18-L1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price ($)	Amount ($)
Sanitary Sewer				
1 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	459.00	10.00	4,590.00
2 F&I Manhole 4' Dia Reinf Conc	EA	3.00	4,746.00	14,238.00
3 Plug Pipe 8" Dia	EA	1.00	75.00	75.00
4 Connect Pipe to Exist Structure	EA	1.00	450.00	450.00
5 F&I Pipe SDR 26 - 8" Dia PVC	LF	459.00	29.00	13,311.00
			Sanitary Sewer Total	32,664.00
Water Main				
6 F&I Fittings Ductile Iron	LB	1,072.00	5.42	5,810.24
7 F&I Hydrant	EA	1.00	3,707.00	3,707.00
8 F&I Insulation 2" Thick	SY	7.00	30.00	210.00
9 Plug Pipe 8" Dia	EA	1.00	175.00	175.00
10 F&I Pipe C900 DR 18 - 6" Dia PVC	LF	6.00	35.00	210.00
11 F&I Pipe C900 DR 18 - 8" Dia PVC	LF	76.00	24.00	1,824.00
12 F&I Gate Valve 6" Dia	EA	1.00	1,069.00	1,069.00
13 F&I Gate Valve 8" Dia	EA	1.00	1,471.00	1,471.00
14 F&I Pipe C900 DR 18 - 10" Dia PVC	LF	706.00	30.00	21,180.00
15 F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	40.00	58.00	2,320.00
16 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	28.00	52.00	1,456.00
17 F&I Tapping Sleeve & Valve 12"x10"	EA	1.00	4,400.00	4,400.00
18 F&I Tapping Sleeve & Valve 16"x10"	EA	1.00	4,980.00	4,980.00
			Water Main Total	48,812.24
Storm Sewer				
19 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	7.00	10.00	70.00
20 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	390.00	15.00	5,850.00
21 F&I Manhole 4' Dia Reinf Conc	EA	2.00	2,684.00	5,368.00
22 F&I Manhole 5' Dia Reinf Conc	EA	2.00	5,473.00	10,946.00
23 F&I Inlet - Single Box (SBI) Reinf Conc	EA	4.00	2,579.00	10,316.00
24 Connect Pipe to Exist Pipe	EA	1.00	200.00	200.00
25 F&I Pipe 12" Dia	LF	7.00	35.00	245.00
26 F&I Pipe 21" Dia Reinf Conc	LF	390.00	49.00	19,110.00
27 F&I Pipe w/GB 12" Dia Reinf Conc	LF	76.00	47.00	3,572.00
28 F&I Pipe w/GB 21" Dia Reinf Conc	LF	93.00	61.00	5,673.00
			Storm Sewer Total	61,350.00
Paving				
29 Remove Pavement All Thicknesses All Types	SY	403.00	8.00	3,224.00
30 Topsoil - Strip	LS	1.00	4,630.00	4,630.00
31 Topsoil - Spread	LS	1.00	912.00	912.00
32 Fill - Contractor Supply	CY	5,227.00	6.50	33,975.50
33 Site Grading	LS	1.00	2,500.00	2,500.00

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-18-L1

Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter, Asphalt Pavement, Lighting & Incide

34 Subcut	CY	1,052.00	3.00	3,156.00
35 Subgrade Preparation	SY	3,155.00	1.40	4,417.00
36 F&I Woven Geotextile	SY	3,155.00	1.70	5,363.50
37 F&I Class 5 Agg - 7" Thick	SY	607.00	6.30	3,824.10
38 F&I Class 5 Agg - 8" Thick	SY	416.00	7.20	2,995.20
39 F&I Class 5 Agg - 9" Thick	SY	2,548.00	8.10	20,638.80
40 F&I Edge Drain 4" Dia PVC	LF	1,495.00	6.00	8,970.00
41 F&I Curb & Gutter Mountable (Type I)	LF	186.00	20.60	3,831.60
42 F&I Curb & Gutter Standard (Type II)	LF	1,376.00	21.63	29,762.88
43 Remove Curb & Gutter	LF	251.00	12.00	3,012.00
44 F&I Pavement 9" Thick Reinf Conc	SY	416.00	88.60	36,857.60
45 F&I Sidewalk 4" Thick Reinf Conc	SY	1,193.00	44.30	52,849.90
46 F&I Sidewalk 6" Thick Reinf Conc	SY	83.00	52.50	4,357.50
47 Remove Sidewalk 4" Thick Conc	SY	272.00	5.00	1,360.00
48 F&I Driveway 7" Thick Reinf Conc	SY	288.00	55.62	16,018.56
49 F&I Det Warn Panels Cast Iron	SF	240.00	46.35	11,124.00
50 F&I Aggregate for Asph Pavement FAA 43	TON	1,274.00	36.05	45,927.70
51 F&I Asphalt Cement PG 58-34	GAL	18,328.00	2.06	37,755.68
52 Casting to Grade - Blvd	EA	3.00	250.00	750.00
53 Casting to Grade - no Conc	EA	8.00	425.00	3,400.00
54 GV Box to Grade - Blvd	EA	2.00	250.00	500.00
55 GV Box to Grade - no Conc	EA	2.00	250.00	500.00
56 Traffic Control - Type 1	LS	1.00	3,373.00	3,373.00
57 F&I Sign Assembly	EA	10.00	100.50	1,005.00
58 F&I Engineering Grade	SF	6.00	17.50	105.00
59 F&I Diamond Grade Cubed	SF	31.40	22.70	712.78
60 F&I High Intensity Prismatic	SF	7.00	18.54	129.78
			Paving Total	347,939.08
Lighting				
61 Relocate Street Light	EA	1.00	3,348.00	3,348.00
62 F&I Base 6' Deep Reinf Conc	EA	5.00	515.00	2,575.00
63 Remove Base	EA	1.00	284.00	284.00
64 F&I Conductor #6 USE Cu	LF	5,280.00	1.39	7,339.20
65 F&I Innerduct 1.5" Dia	LF	1,207.00	7.21	8,702.47
66 F&I Luminaire Type A	EA	4.00	1,175.00	4,700.00
67 F&I Pull Box	EA	2.00	875.00	1,750.00
68 F&I Light Standard Type A	EA	4.00	2,493.00	9,972.00
			Lighting Total	38,670.67
Miscellaneous				
69 Mulching Type 1 - Hydro	SY	4,165.00	0.52	2,165.80
70 Mulching Type 2 - Straw	SY	2,120.00	0.78	1,653.60
71 Seeding Type C	SY	6,285.00	0.78	4,902.30
72 Stormwater Management	LS	1.00	2,000.00	2,000.00
73 Temp Construction Entrance	EA	2.00	1,400.00	2,800.00
74 Silt Fence - Standard	LF	1,406.00	2.32	3,261.92
75 Inlet Protection - New Inlet	EA	4.00	258.00	1,032.00
76 Inlet Protection - Existing Inlet	EA	5.00	154.00	770.00
			Miscellaneous Total	18,585.62
			Total Construction in $	**548,021.61**
		Engineering	7.00 %	38,361.51
		Legal & Misc	3.00 %	16,440.65
		Contingencies	10.00 %	54,802.16
		Administration	6.00 %	32,881.30

ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # BN-18-L1

Sanitary Sewer, Water Main, Storm Sewer, Concrete Curb & Gutter, Asphalt Pavement, Lighting & Incide

Interest	4.00 %	21,920.86
Total Estimated Costs		**712,428.09**
Special Assessments		712,428.09
Unfunded Costs		**0.00**

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 07/25/2018

Tom Knakmuhs

Division Engineer

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 7/25/18
NORTH DAKOTA

COVER SHEET
CITY OF FARGO PROJECTS

42-1

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

Exact, full name of Improvement District as it will appear in the Contract:

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB & GUTTER, ASPHALT PAVEMENT, SITE GRADING, STREET LIGHTING & INCIDENTALS

Improvement District No. BN-18-F2

Call For Bids	July 30	, 2018
Advertise Dates	August 6 & 13	, 2018
Bid Opening Date	August 22	, 2018
Substantial Completion Date	July 15	, 2019
Final Completion Date	August 14	, 2019

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Jason Leonard

Phone No. 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:

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB & GUTTER, ASPHALT PAVEMENT, SITE GRADING, STREET LIGHTING AND INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-F2

Nature & Scope

This project is for new construction of underground utilities, asphalt pavement, street lights and incidentals on 72nd Avenue South, 73rd Avenue South, 26th Street South, 30th Street South and Madelyn Way South.

Purpose

This project will allow for development of the land within the Madelyn's Meadows First Addition as requested by the developer.

Feasibility

The estimated cost of construction is $1,880,421.40.

The costs for the improvement district are estimated as follows:

City of Fargo Special Assessed Costs

Estimated Construction Cost:	$	1,662,259.40
Engineering Fees (7%):	$	116,358.16
Legal & Misc Fees (3%):	$	49,867.78
Administration Fees (6%):	$	99,735.56
Interest Fees (4%):	$	66,490.38
Total Estimated Assessed Cost:	**$**	**1,994,711.28**

Cass Rural Water Special Assessment Cost

Estimated Construction Cost:	$	218,162.00
Engineering Fees (7%):	$	15,271.34
Legal & Misc Fees (3%):	$	6,544.86
Administration Fees (6%):	$	13,089.72
Interest Fees (4%):	$	8,726.48
Total Estimated Assessed Cost:	**$**	**261,794.40**

Fees

Summary of Fees		
Engineering Fees	$	131,629.50
Outside Engineering Fees	$	54,000.00
Legal & Misc. Fees	$	56,412.64
Administration Fees	$	112,825.28
Interest Fees	$	75,216.86
Total Estimated Fees	**$**	**430,084.28**

Total Estimated Construction Cost with Fees: $ 2,310,505.68

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 7/20/18
NORTH DAKOTA

Thomas Knakmuhs, P.E.
Division Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB & GUTTER, ASPHALT PAVEMENT, SITE GRADING, STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-F2

LOCATION:

On 72nd Avenue South just south of the southern line of Golden Valley 1st Addition.
On 73rd Avenue South, just west of 25th Street South to Cass County Drain 53.
On 26th Street South between 73rd Avenue South and the southern line of Golden Valley 1st Addition.
On 30th Street South between 72nd Avenue South and 73rd Avenue South.
On Madelyn Way South.

COMPRISING:

Lots 1 through 16, Block 1.

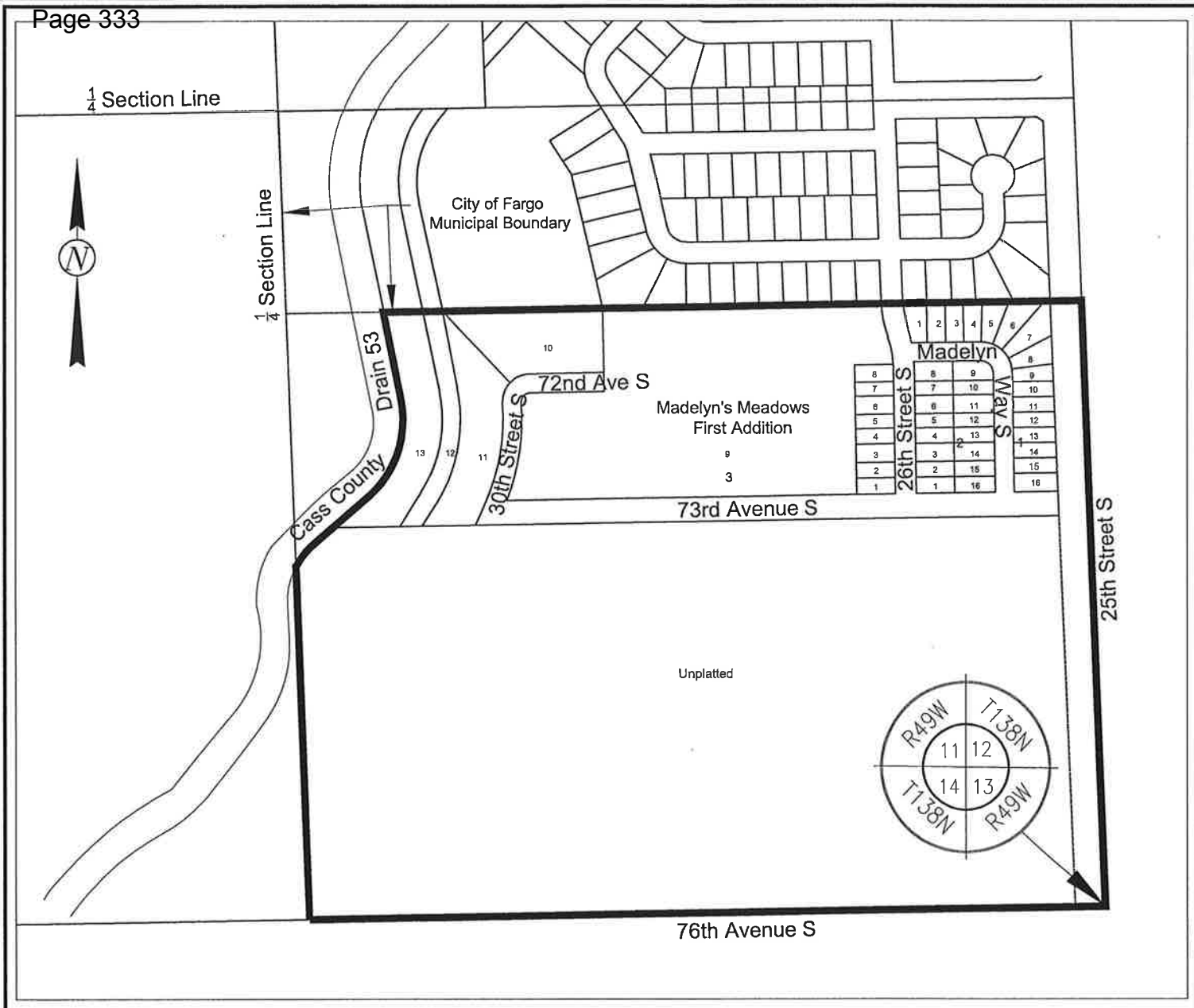
Lots 1 through 18, Block 2.

Lots 1 through 13, Block 3.

All platted in Madelyn's Meadows First Addition.

All of the unplatted land in south east quarter section of T138N R49W Section 11 line east of Cass County Drain 53. A portion of which is to be platted as Madelyn's Meadows First Addition.

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



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

SANITARY SEWER, WATER MAIN, STORM SEWER, CONCRETE CURB & GUTTER, ASPHALT PAVEMENT, SITE GRADING, STREET LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. BN-18-F2

THE ASSESSMENT DISTRICT ABOVE IS A FUTURE BENEFITING AREA OUTSIDE CITY LIMITS

COVER SHEET
CITY OF FARGO PROJECTS

42-2

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

Exact, full name of the Project as it will appear in the Contract:

Storm Sewer Lift Station, Storm Sewer & Incidentals

Improvement District No. NN-18-A

Call for Bids July 30, 2018

Advertise Dates August 6 & 13, 2018

Bid Opening Date September 5, 2018

Substantial Completion Date June 15, 2019

Final Completion Date July 15, 2019

N/A PWPEC Report **(Water Project No. WA1852)**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Roger E. Kluck, P.E. C.F.M.
Phone No. 241-1537

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

STORM SEWER LIFT STATION, STORM SEWER & INCIDENTALS

IMPROVEMENT DISTRICT NO. NN-18-A

Nature & Scope

This project is phase II of improving the drain from Drain 27 and west to near the Sheyenne River. The project installs a lift station, control works, and outfall to Drain 27. This project is also part of a larger water supply project that will pump water from the Sheyenne River into the detention pond and improved ditch for conveyance towards a pump station near Drain 27. River water will then be pumped into Drain 27 to be carried to the Red River in times of low flow for use in providing potable water for the City of Fargo, West Fargo, Horace, and the Rural Water Systems.

Purpose

To convey storm water from adjoining developments and to provide conveyance of Sheyenne River water for potable water use for Fargo and the region when needed.

Feasibility

The estimated construction cost is approximately $1,773,168.50. Funding for this project will consist of Special Assessment Funds and the Water Utility. The project's cost breakout is as follows:

Total Estimated Costs to be paid by Water Utility:	$ 699,868.26
Outside Engineering Fees (15%):	$ 104,980.24
Legal & Misc. Fees (3%):	$ 20,996.05
Interest Fees (4%):	$ 27,994.73
Estimated Water Utility Cost:	**$ 853,839.28**
Special Assessment:	$ 1,073,300.24
Outside Engineering Fees (15%):	$ 160,995.04
Administration Fees (6%):	$ 64,398.01
Legal & Misc. Fees (3%):	$ 32,199.01
Interest Fees (4%):	$ 42,932.01
Estimated Water Utility Cost:	**$ 1,373,824.31**
Total Estimated Construction Cost with Fees:	**$ 2,227,663.58**

Project Funding Summary:

Water Utility (38.33%)	$ 853,839.28
Special Assessment (61.67%)	$ 1,373,824.31
Total Estimated Project Cost:	**$ 2,227,663.58**

The project costs will be assessed as shown and as per City policy.

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
TOM KNAKMUHS
PE-10059
DATE: 7/20/18
NORTH DAKOTA

Thomas A. Knakmuhs, PE
Division Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

DRAIN IMPROVEMENTS & INCIDENTALS

IMPROVEMENT DISTRICT NO. NN-18-A

LOCATION:

All lots in the SE ¼ of Section 32, SW ¼ of Section 33, the NW ¼ of Section 4. All lots in Section 5 that lie within the City of Fargo limits, all lots in Section 5 to the east of the Sheyenne River that lie outside of the City of Fargo limits.

COMPRISING:

Bound on the north beginning at the NW corner of the SE quarter section of Section 32, Twp 139, Range 49 to Drain 27.

Bound on the east beginning along Drain 27 to the SE corner of the NW quarter section of Section 4, Twp 138, Range 49.

Bound on the south beginning along the SE corner of the NW quarter section of Section 4, Twp 138, Range 49 to the west to Veterans Blvd.

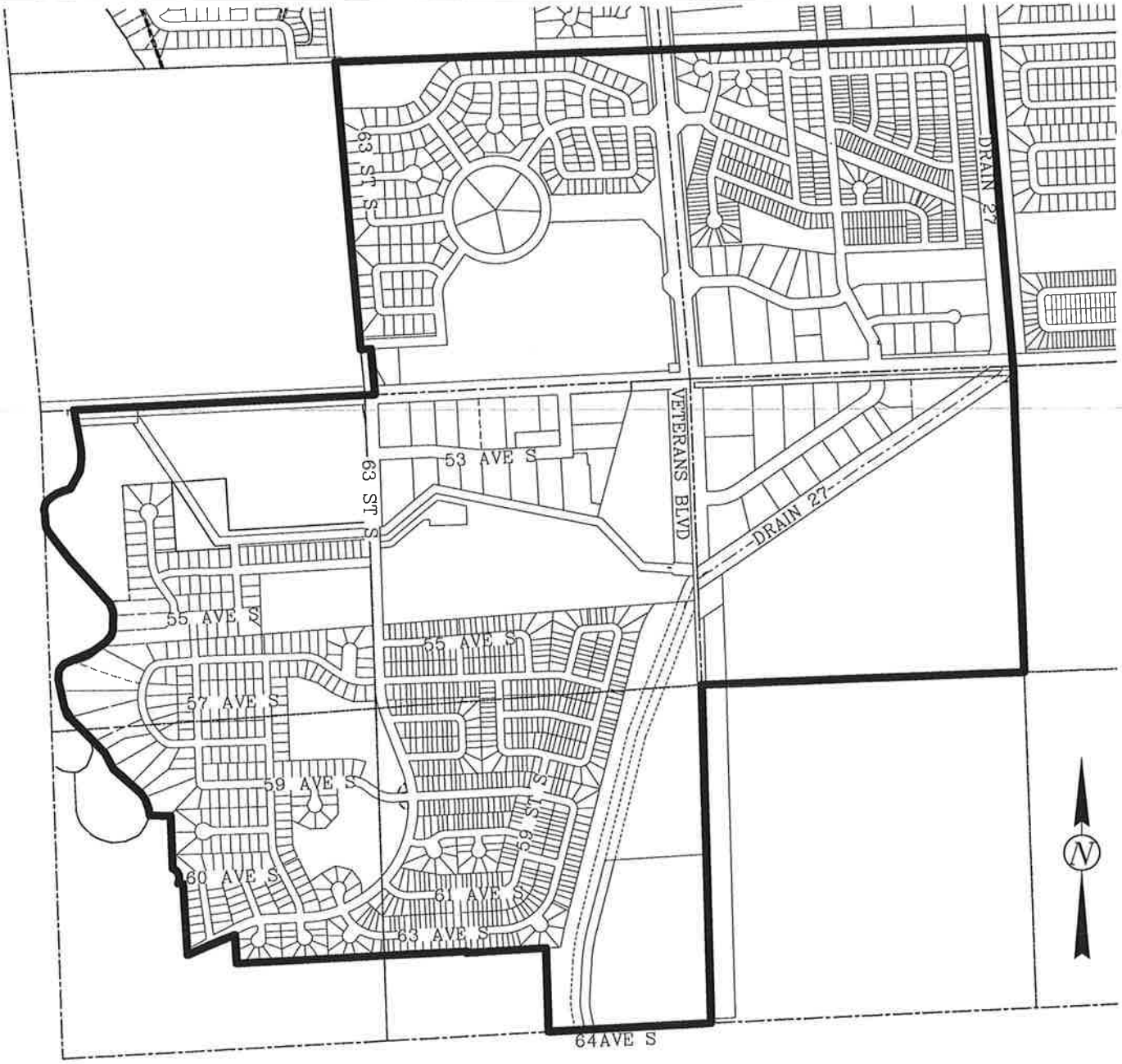
Bound on the east along Veterans Blvd to the south commencing at 64th Avenue S.

Bound on the south along 64th Avenue S to the west following the Fargo Municipal Boundary line along the south side of the Deer Creek Addition.

Bound on the west along the Sheyenne River to 52nd Avenue S.

Bound on the north along 52nd Avenue S to 63rd Street S.

Bound on the west along the west side of Rocking Horse Addition commencing at the NW corner of the SE quarter section of Section 32, Twp 139, Range 49.



CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & ASSESSMENT AREA

STORM SEWER LIFT STATION,
STORM SEWER
& INCIDENTALS

IMPROVEMENT DISTRICT NO. NN-18-A