

FARGO CITY COMMISSION AGENDA  
Monday, July 3, 2017 - 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [FargoND.gov/streaming](http://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.; and are also included in our video archive at [FargoND.gov/citycommission](http://FargoND.gov/citycommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, June 19, 2017).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 6/19/17:
  - a. Rezoning Certain Parcels of Land Lying in Part of the Northeast Quarter of Section Twenty-Two (22), Township One Hundred Thirty-Nine (139) North, Range Forty-Nine (49) West of the Fifth Principal Meridian.
  - b. Rezoning Certain Parcels of Land Lying in Cottagewood Third Addition.
- 2. Applications for Games of Chance:
  - a. FM AM Rotary Club for a sports pool from 9/11/17 to 2/4/18.
  - b. St. Anthony of Padua Church for a raffle and bingo on 9/24/17.
  - c. Elim Rehab and Care Center for a raffle on 10/5/17.
  - d. North Dakota Autism Center, Inc. for a raffle on 9/9/17.
  - e. Fargo Angels Hockey Club for a raffle on 12/2/17.
- 3. Request from CHARISM to hang banners in the skyway from August 1st to August 11th to promote Over the Edge.
- 4. Bid rejection for the sale of land in Tyler's Addition and re-advertise the land for sale.
- 5. 2017 Community Development Block Grant and HOME Partnership allocations from the US Department of Housing and Urban Development.
- 6. Sale of Neighborhood Stabilization Program property at 1406 16 1/2 Street South for \$194,900.00
- 7. Sole source procurement with Christianson's Business Furniture in the amount of \$29,708.64 for meeting room furniture at the FARGODOME.
- 8. Notice of Grant Award Amendment in the amount of \$50,000.00 from the ND Department of Health for enhanced services to increase breastfeeding rates and to reduce overweight and obesity programs (CFDA #93.994).
- 9. Agreement for Services with Sargent, Ransom, Richland, Steele and Traill Counties District Health Units to assist in a full-scale Point of Dispensing (POD) exercise.

10. Notice of Grant Award with the ND Department of Health in the amount of \$12,000.00 for the family planning depression screening program.
11. Notice of Grant Award with the ND Department of Health in the amount of \$80,000.00 for Regional Environmental Services-State Aid.
12. Contract for Provision of Environmental Health Services for Ransom, Sargent, Steele and Traill Counties Public Health Units.
13. Notice of Grant Award from the ND Department of Health in the amount of \$132,153.00 for the Local Public Health Unit Tobacco Prevention and Control Program.
14. Notice of Grant Award from the ND Department of Health for State Aid to local Public Health Units.
15. Purchase of Service Agreement with ND Department of Human Services, Behavioral Health Division for substance abuse prevention.
16. Notice of Grant Award from the ND Department of Health for increasing ND's adult immunization rates (CFDA #93.539).
17. Budget adjustment in the amount of \$65,000.00 to develop a Strategic Plan for the Library.
18. First Amendment to Agreement and Release with the Cass Rural Water Users District related to the Red River Valley Water Supply Project wholesale water rate and nomination.
19. Amendment No. 1 to Right of Entry to Construct and Lease Agreement with Northland Hospitality, LLC for site accessibility and easement purposes.
20. Bid award for structural firefighting turnout gear.
21. Bid award for one articulated wheel loader (RFP17142).
22. Bid award for outdoor warning sirens (RFP17165).
23. Contract Amendment No. 3 for an increase of \$108,795.00 for Project No. FM-15-B0.
24. Contract Amendment No. 4 for an increase of \$130,021.00 for Project Nos. FM-14-61, FM-14-62 and FM-14-63 (aka 6229).
25. Bid advertisement for Project No. EP-17-A.
26. Task Order with Wenck Associates, Inc. and sole source procurement with Northern Technologies in the amount of \$23,900.00.
27. Bid award for one high dump street sweeper (RFP17153).
28. Sole Source Procurement for vendor specific parts from Spartan Chassis, Swanston Equipment Corporation, Sanitation Products, Nelson International and New Flyer Industries.
29. Bid award for Project No. SN-17-A1.
30. Bills.
31. Amended Engineer's Report for Improvement District No. UN-15-B.

32. Request from Northern Improvement Company for permission to work Sundays on Improvement District No. BR-17-E1.
33. Memorandum of Offer to Landowners for temporary easements for Improvement District No. BR-17-C1:
  - a. Fargo Gateway Center.
  - b. Ferny Holdings LLC.
  - c. Wells Fargo Bank N.A.
34. Change Order No. 1 for an increase of \$27,776.00 for Improvement District No. PN-15-N1.
35. Change Order No. 3 for an increase of \$9,048.20 for Improvement District No. BN-15-K1.
36. Final Balancing Change Order No. 1 for a decrease of \$8,830.49 for Improvement District No. BN-16-L1.
37. Final Balancing Change Order No. 3 for an increase of \$722.93 for Improvement District No. PN-15-L1.
38. Final Balancing Change Order No. 3 for a decrease of \$49,532.20 for Improvement District No. UR-15-B1.
39. Final Balancing Change Order No. 2 for a decrease of \$5,453.63 for Improvement District No. UN-15-M1.
40. Bid award for Improvement District No. AN-17-A1, BR-17-G1, NR-17-B and TN-16-F1.
41. Contracts and Bonds for Improvement District Nos. AN-17-C1 and AN-17-E1.

**REGULAR AGENDA:**

42. State Water Commission Requests for Cost Reimbursement for FM Diversion Flood Project Costs:
  - a. Costs totaling \$301,262.00.
  - b. Costs totaling \$396,025.00.
43. Public Hearings - 5:15 pm:
  - a. Special assessments of sewer repairs.
  - b. Special assessment of nuisance abatement fees.
  - c. Transfer of a Class "FA-Golf" Alcoholic Beverage License from RBT Investments, LLC d/b/a 9 Iron Bar & Grill to BCZ Osgood Holdings, LLC d/b/a 9 Iron Bar & Grill at 4400 Clubhouse Drive South.
  - d. Transfer of a Class "AB" Alcoholic Beverage License from Douglas DeMinck d/b/a The Nestor to Mom's Kitchen Inc. d/b/a Tailgators Sports Café at 1322 Main Avenue.
  - e. Morton & Doty's Addition (1345 University Drive South); approval recommended by the Planning Commission on 6/6/17.
    - a. Zoning Change from Change from LC, Limited Commercial to LC, Limited Commercial with a PUD, Planned Unit Development Overlay.
    - b. 1st reading of rezoning Ordinance.

- c. Planned Unit Development Master Land Use Plan.
  - f. Schatz 4th Addition (5600 and 5650 34th Avenue South, 3501 56th Street South and 5621, 5631 and 5651 36th Avenue South); approval recommended by the Planning Commission on 6/6/17.
    - a. Zoning Change from MR-3, Multi-Dwelling Residential to LC, Limited Commercial on Lot 2, Block 1, and a request to repeal and reestablish a C-O, Conditional Overlay on Lots 1-4, Block 1.
    - b. 1st reading of rezoning Ordinance.
  - g. Urban Plains by Brandt (4680, 5100, and 5101 28th Avenue South; 4651 and 4845 30th Avenue South; 5298 31st Avenue South; 4543 and 4737 32nd Avenue South; 2911 45th Street South; 2640, 2660, 2720, 2740, 2760 and 2780 47th Street South; 3180 49th Street South; 3023, 3057, 3079 and 2701 51st Street South; 2633 and 2867 55th Street South; 2907, 2915, 2949, 2975, 3037 and 3151 Seter Parkway South; 3050 and 3155 Brandt Drive South; and 4574 Urban Plains Drive South); approval recommended by the Planning Commission on 6/6/17.
    - a. Zoning Change to repeal and reestablish a C-O, Conditional Overlay on Lot 1, Block 4, Lots 2-4, Block 5, and Lots 3-4, Block 8, Urban Plains by Brandt 1st Addition; Lots 2-3, Block 1, Lot 2, Block 2, Lot 1, Block 3, Lots 2-3, Block 5, and part of Lot 1, Block 5, Urban Plains by Brandt 2nd Addition; Lots 5-6, Block 1, Urban Plains Medical Park Addition; Lots 7-10, Block 1, Urban Plains Retail Addition; Lots 1-3, Block 3 and Lot 1, Block 4, Urban Plains Center Addition; Parts of Lots 3-4, Block 1, Urban Plains Northeast Retail Addition; and Lots 2-3, Block 1, Urban Plains Northeast Retail 2nd Addition.
    - b. 1st reading of rezoning Ordinance.
  - h. Renewal Plan Amendment for the C-1 Tax Increment Financing District (1st Ave South on the south, Broadway on the west, 4th Street on the east and 1st Ave North on the north).
  - i. Renewal Plan Amendment for the Great Northern Depot Tax Increment Financing District (small parcel to be removed from the District is 412 5th Street North).
44. Recommendation for appointments and reappointments to the following Boards and Commissions:
- a. Historic Preservation Commission.
  - b. Human Relations Commission.
  - c. Civil Service Commission.
  - d. Parking Commission.
  - e. Special Assessment Commission.
45. Construction Projects Update.

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 241-1310. Please contact us at least 48 hours before the meeting to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo web site at [FargoND.gov/citycommission](http://FargoND.gov/citycommission).



OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

1a

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN PART OF THE NORTHEAST QUARTER OF SECTION TWENTY-TWO (22),  
TOWNSHIP ONE HUNDRED THIRTY-NINE (139) NORTH, RANGE FORTY-NINE (49)  
WEST OF THE FIFTH PRINCIPAL MERIDIAN,  
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 part of the Northeast Quarter of Section Twenty-two (22), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on April 4, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 19, 2017,

NOW, THEREFORE,

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

Section 1. The following described property:

Part of the Northeast Quarter of Section Twenty-two (22), Township One Hundred Thirty-nine (139) North, Range Forty-nine (49) West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, described as follows:

COMMENCING at the southwest corner of said Northeast Quarter; thence North 88°04'18" East on the south line of said Northeast Quarter for a distance of 1798.32 feet to the northwest corner of Lot 1, Block 1 of ADAMS SEVENTH ADDITION to the City of Fargo, and the TRUE POINT OF BEGINNING of the tract to be described, said point also being on the east line of that tract deeded to the City of Fargo as evidenced by Document Number 1086481 filed of record at the office of the Cass County Recorder; thence North 02°17'42" West on said east line, and along the east line of 30th Avenue

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

South as dedicated on the plat of said ADAMS SEVENTH ADDITION, for a distance of 100.00 feet to the northeast corner of said 30th Avenue South; thence South 88°04'18" West, along the north line of said 30th Avenue South, for a distance of 80.00 feet to the northwest corner of said 30th Avenue South; thence North 02°17'42" West for a distance of 861.49 feet to a point of non-tangential curve to the left, radius 540.00 feet; thence northwesterly, along said curve to the left, for a distance of 151.55 feet, central angle 16°04'49", chord bearing North 41°55'17" West; thence North 83°31'08" West for a distance of 369.64 feet; thence South 02°23'48" East for a distance of 20.24 feet; thence North 83°31'08" West for a distance of 317.99 feet; thence South 72°15'10" West for a distance of 52.77 feet; thence South 39°25'33" West for a distance of 44.77 feet; thence South 77°15'47" West for a distance of 107.19 feet; thence North 32°26'54" West for a distance of 90.98 feet; thence North 67°30'25" West for a distance of 86.03 feet; thence North 83°31'08" West for a distance of 642.36 feet to a point of intersection with the west line of said Northeast Quarter; thence North 02°23'48" West, along the west line of said Northeast Quarter, for a distance of 1298.44 feet to a point of intersection with the southerly right-of-way line of Interstate Highway No. 94; thence North 88°43'56" East, along the southerly right-of-way line of said Interstate Highway No. 94, for a distance of 947.60 feet to the most westerly corner of the southerly right-of-way line of said Interstate Highway No. 94, shown as Parcel No. 321 A on the correction plat dated September 1, 2006 and filed for record as Document Number 1181663 in the office of said Cass County Recorder; thence southeasterly 886.86 feet on said southerly right-of-way line on the arc of a curve concave to the southwest not tangent to the last described course, said curve having a central angle of 44°19'43", a radius of 1146.28 feet, and a chord length of 864.90 feet which bears South 69°19'08" East; thence South 47°09'16" East on said southerly right-of-way line for a distance of 20.98 feet to a found iron pin in a concrete monument; thence continuing South 47°09'16" East on said southerly right-of-way for a distance of 446.03 feet to found iron pin in a concrete monument; thence South 47°09'04" East on said southerly right-of-way line for a distance of 4.63 feet; thence southeasterly 626.56 feet on said southerly right-of-way line on the arc of a curve concave to the southwest, said curve having a central angle of 31°19'05", a radius of 1146.28 feet and a chord length of 618.79 feet which bears South 31°29'44" East to the west right-of-way line of Interstate Highway Number 29; thence South 02°08'18" East on said west right-of-way line for a distance of 422.35 feet; thence southerly 960.76 feet on said west right-of-way line on the arc of a curve concave to the east, said curve having a central angle of 04°41'50", and a radius of 11,719.19 feet, to a point of intersection with the southerly line of the Northeast Quarter of said Section 22; thence South 88°04'18" West, along the southerly line of the Northeast Quarter of said Section 22, for a distance of 611.01 feet to the TRUE POINT OF BEGINNING.

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ORDINANCE NO. \_\_\_\_\_

Said tract of land contains 83.38 acres, more or less.

1 is hereby rezoned from "AG", Agricultural, District, to "GC", General Commercial, District;

2 Section 3. The City Auditor is hereby directed to amend the zoning map now on file in his  
3 office so as to conform with and carry out the provisions of this ordinance.

4 Section 4. This ordinance shall be in full force and effect from and after its passage and  
5 approval.

6  
7  
8 \_\_\_\_\_  
9 Timothy J. Mahoney, Mayor

10 (SEAL)

11 Attest:

12  
13 \_\_\_\_\_  
14 Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

16

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN COTTAGEWOOD THIRD ADDITION,  
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 the proposed Cottagewood Third Addition, Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on April 4, 2017; and,

WHEREAS, the rezoning changes were approved by the City Commission on June 19, 2017,

NOW, THEREFORE,

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

Section 1. The following described property:

All of Cottagewood Third Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "MR-3", Multi-Dwelling Residential with a Planned Unit Development (PUD), District, to "MR-3", Multi-Dwelling Residential, District; and the PUD is hereby extinguished and vacated,

Section 2. 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.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

ORDINANCE NO. \_\_\_\_\_

1  
2       Section 3. This ordinance shall be in full force and effect from and after its passage and  
3 approval.  
4  
5  
6

7 (SEAL)

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

8  
9 Attest:

10  
11 \_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:



# 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<br><u>FM AM Rotary Club</u>  |  | Date(s) of Activity<br><u>9/11/17 to 2/4/18</u> |                          | For a raffle, provide drawing date(s):       |                          |
| Person Responsible for the Gaming Operation and Disbursement of Net Income<br><u>Tom Thompson</u>  |  | Title<br><u>Fundraising Chair</u>               |                          | Business Phone Number<br><u>701-793-4303</u> |                          |
| Business Address<br><u>PO Box 9359</u>   |  | City<br><u>Fargo</u>                            |                          | State<br><u>ND</u>                           | Zip Code<br><u>58106</u> |
| Mailing Address (if different)   |  | City  |                          | State  | Zip Code                 |
| Name of Site Where Game(s) will be Conducted<br><u>Delta by Marriott</u>   |  | Site Address<br><u>1635 42nd ST. S.</u>         |                          |  |                          |
| City<br><u>Fargo</u>   |  | State<br><u>ND</u>                              | Zip Code<br><u>58103</u> | County<br><u>CASS</u>                        |                          |
| Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.  |  |   |                          |  |                          |
| <input type="checkbox"/> Bingo <input type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input checked="" type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels * |  |   |                          |  |                          |

## DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

| Game Type | Description of Prize   | Retail Value of Prize | Game Type  | Description of Prize | Retail Value of Prize |
|-----------|--|-----------------------|--|----------------------|-----------------------|
|           | <u>Monday Night Football</u>   |                       |  |                      |                       |
|           | <u>17 games pay 25\$ for a book And have a chance of winning \$50 each game + \$50 half time super bowl + \$100 final score.</u> |                       |  |                      |                       |
|           |  |                       |  |                      |                       |
|           |  |                       |  |                      |                       |
|           |  |                       |  |                      |                       |
|           |  |                       |  |                      |                       |
|           |  |                       |  |                      |                       |
|           |  |                       |  |                      |                       |
|           |  |                       |  |                      |                       |
|           |  |                       | Total: (Limit \$12,000 per year)<br><u>\$ 9,800.00</u> |                      |                       |

Intended uses of gaming proceeds: philanthropic activities

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<br><u>Tom Thompson</u> | Date<br><u>8/22/17</u> | Title | Business Phone Number<br><u>701-793-4303</u> |
|---|------------------------|-------|--|



(26) ✓ 2858  
35.00  
6/20/17

**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<br><b>St. Anthony of PADUA Church</b>   |  | Date(s) of Activity<br><b>9-24-2017 to 9-24-2017</b> |                          | For a raffle, provide drawing date(s):<br><b>9-24-2017</b> |                          |
| Person Responsible for the Gaming Operation and Disbursement of Net Income<br><b>Bonnie Kroetsch</b>  |  | Title<br><b>Raffle Chm</b>                           |                          | Business Phone Number<br><b>356-7925</b>                   |                          |
| Business Address<br><b>710-10 St.S.</b>   |  | City<br><b>FARGO</b>                                 |                          | State<br><b>ND</b>   | Zip Code<br><b>58103</b> |
| Mailing Address (if different)<br><b>FARGO ND 58103</b>   |  | City<br><b>FARGO</b>                                 |                          | State<br><b>ND</b>   | Zip Code<br><b>58103</b> |
| Name of Site Where Game(s) will be Conducted<br><b>5600 25 St.S. Shanley</b>  |  | Site Address<br><b>5600 25 St.S</b>                  |                          |  |                          |
| City<br><b>FARGO ND 58104</b>   |  | State<br><b>ND</b>                                   | Zip Code<br><b>58104</b> | County<br><b>CASS</b>                                      |                          |
| Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.   |  |  |                          |  |                          |
| <input checked="" type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels * |  |  |                          |  |                          |

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

| Game Type | Description of Prize    | Retail Value of Prize | Game Type | Description of Prize | Retail Value of Prize                      |
|-----------|-------------------------|-----------------------|-----------|----------------------|--|
| Raffle    | \$500 CASH              | 500                   | Bingo     | Pop                  | 50   |
| "         | <del>300</del> 43" TV   | 300                   | "         | Household Item       | 50   |
| "         | *250 CASH               | 250                   | "         | Cash prizes          | 100  |
| "         | Bike                    | 250                   |           |                      |  |
| "         | \$100 CASH              | 100                   |           |                      |  |
| "         | Nativity Set            | 100                   |           |                      |  |
| "         | Angel                   | 100                   |           |                      |  |
| "         | <del>50</del> Gift Cert | 50                    |           |                      |  |
| Bingo     | gifts-Toys              | 50                    |           |                      |  |
| Total:    |                         |                       |           |                      | (Limit \$12,000 per year)<br><b>\$1900</b> |

Intended uses of gaming proceeds:

Remodel SANCTUARY

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: \$ 1850 . This amount is part of the total prize limit of \$12,000 per year.

|  |                        |                                 |  |
|--|------------------------|---------------------------------|--|
| Signature of Organization's Top Executive Official<br><b>Bonnie Kroetsch</b> | Date<br><b>6-20-17</b> | Title<br><b>Raffle Chairman</b> | Business Phone Number<br><b>701-356-7925</b> |
|--|------------------------|---------------------------------|--|



\$25.00  
CC  
6-27-17

(20)

**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<br><b>Elim Rehab And Care Center</b>   |  | Date(s) of Activity<br>to              |                          | For a raffle, provide drawing date(s):<br><b>10/05/2017</b> |                          |
| Person Responsible for the Gaming Operation and Disbursement of Net Income<br><b>Renee Muhonen</b>   |  | Title<br><b>Administrator</b>          |                          | Business Phone Number<br><b>(701) 271-1800</b>              |                          |
| Business Address<br><b>3534 S University Drive</b>   |  | City<br><b>Fargo</b>                   |                          | State<br><b>ND</b>  | Zip Code<br><b>58104</b> |
| Mailing Address (if different)   |  | City                                   |                          | State   | Zip Code                 |
| Name of Site Where Game(s) will be Conducted<br><b>Drawing is at The Hilton Garden</b>   |  | Site Address<br><b>4351 17th Ave S</b> |                          |   |                          |
| City<br><b>Fargo</b>   |  | State<br><b>ND</b>                     | Zip Code<br><b>58103</b> | County<br><b>Cass</b>                                       |                          |
| Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.  |  |  |                          |   |                          |
| <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels * |  |  |                          |   |                          |

**DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED**

| Game Type  | Description of Prize | Retail Value of Prize | Game Type  | Description of Prize | Retail Value of Prize |
|------------|----------------------|-----------------------|--|----------------------|-----------------------|
| Raffle 1st | \$500                | Cash                  |  |                      |                       |
| Raffle 2nd | \$250                | "                     |  |                      |                       |
| Raffle 3rd | \$100                | "                     |  |                      |                       |
| Raffle 4th | \$50                 | "                     |  |                      |                       |
| Raffle 5th | \$25                 | "                     |  |                      |                       |
|            |                      |                       |  |                      |                       |
|            |                      |                       |  |                      |                       |
|            |                      |                       |  |                      |                       |
|            |                      |                       |  |                      |                       |
|            |                      |                       |  |                      |                       |
|            |                      |                       | Total: \$ <span style="float: right;">(Limit \$12,000 per year)</span> <b>925.00</b> |                      |                       |

Intended uses of gaming proceeds: To enhance the lives of our residents.

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<br> | Date<br><b>6/27/2017</b> | Title<br><b>Campus Administrator</b> | Business Phone Number<br><b>(701) 271-1800</b> |
|--|--------------------------|--------------------------------------|--|



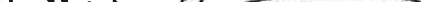
2d

☒

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

[illegible]

|               |                           |
|---------------|---------------------------|
|               | (Limit \$12,000 per year) |
| <b>Total:</b> | <b>\$ 1620.00</b>         |

|   |                 |                               |                                       |
|---|-----------------|-------------------------------|---------------------------------------|
| Signature of Organization's Top Executive Official<br> | Date<br>6/28/17 | Title<br>Development Director | Business Phone Number<br>701-532-3003 |
|---|-----------------|-------------------------------|---------------------------------------|



OFFICE OF ATTORNEY GENERAL  
SFN 9338 (08/2016)

☒ Local Permit

\* ☐ Charity Local Permi

|  |  |  |                          |  |                          |
|--|--|--|--------------------------|--|--------------------------|
| Name of Non-profit Organization<br><b>Fargo Angels Hockey Club</b>   |  | Date(s) of Activity<br><del>8/22/17</del> to <del>12/22/17</del> |                          | For a raffle, provide drawing date(s):<br><b>12-2-2017</b> |                          |
| Person Responsible for the Gaming Operation and Disbursement of Net Income<br><b>Steve Mehus</b>   |  | Title<br><b>Treasurer</b>  |                          | Business Phone Number<br><b>701 526 3307</b>               |                          |
| Business Address<br><b>P.O. Box 3258</b>   |  | City<br><b>Fargo</b>   |                          | State<br><b>ND</b>   | Zip Code<br><b>58108</b> |
| Mailing Address (if different)<br><b>P.O. Box 3258</b>   |  | City<br><b>Fargo</b>   |                          | State<br><b>ND</b>   | Zip Code<br><b>58108</b> |
| Name of Site Where Game(s) will be Conducted<br><b>Southwest Ice Arena</b>   |  | Site Address<br><b>4404 23rd Ave S.</b>                          |                          |  |                          |
| City<br><b>Fargo</b>   |  | State<br><b>ND</b>   | Zip Code<br><b>58103</b> | County<br><b>Cass</b>                                      |                          |
| Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Charity Local Permit.  |  |  |                          |  |                          |
| <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Raffle Board <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool <input type="checkbox"/> Poker * <input type="checkbox"/> Twenty-one * <input type="checkbox"/> Paddlewheels * |  |  |                          |  |                          |

### DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED


| Game Type | Description of Prize                           | Retail Value of Prize                   |
|-----------|--|---|
| Raffle    | Browning Citori 12ga Shotgun or \$1500         | \$1500                                  |
| Raffle    | Remington 1100 12ga Shotgun or \$1000          | \$1,000                                 |
| Raffle    | Ruger AR-556 Rifle or <del>shotgun</del> \$500 | \$500                                   |
| Raffle    | Gaucha 17 gmm handgun or \$500                 | \$500                                   |
| Raffle    | Ruger 10/22 Rifle or \$250                     | \$250                                   |
| Raffle    | Bersa Thunder 350 handgun or \$250             | \$250                                   |
| Raffle    | Mossberg 500 12ga Shotgun or \$250             | \$250                                   |
| Raffle    | Savage 93R17 17HMR rifle or \$250              | \$250                                   |
|           |  |   |
| Total:    |  | (Limit \$12,000 per year)<br>\$4,500.00 |

Intended uses of gaming proceeds: to help pay for the expenses of running a not for profit youth hockey club including hosting a tournament for amateur youth hockey teams locally.

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<br> | Date<br>6-28-17 | Title<br>Treasurer | Business Phone Number<br>701 526 3307 |
|---|-----------------|--------------------|---------------------------------------|

## **MEMORANDUM**

---

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: CHARISM Skyway use request

DATE: June 19, 2017

In April 2008 the Board of City Commissioners adopted the Skyway Use Policy. According to the policy, a request for skyway usage by outside parties must include the purpose of the request, the time and date of its proposed usage and a hold harmless pledge to the City from any accidents or destruction of property.

I have received the attached request from the CHARISM requesting use of the skyway to hang banners promoting their event in downtown. The banners will be hung on the chains that run through the skyway and will be on display from August 1<sup>st</sup> until August 11<sup>th</sup>. The request meets all of the requirements listed in the Skyway Use Policy.

Please approve the request from the CHARISM to use the skyway to promote their event in downtown, banners to hang in the skyway from August 1<sup>st</sup> until August 11<sup>th</sup> 2017.

### **Recommended Motion:**

Approve the request from the CHARISM to use the skyway to promote their event in downtown, banners to hang in the skyway from August 1<sup>st</sup> until August 11<sup>th</sup> 2017.

## Steve Sprague

---

**From:** Brittany LaForte <Brittany.LaForte@charism.org>  
**Sent:** Friday, June 16, 2017 10:38 PM  
**To:** Steve Sprague  
**Subject:** CHARISM Request  
**Attachments:** 2017 CHARISM Program Guide.pdf

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

Good Evening,

CHARISM is requesting to hang signs on the skywalk from either July 13<sup>th</sup> to July 23<sup>rd</sup> or August 1<sup>st</sup> to the 11<sup>th</sup> (based on availability) to promote our upcoming event Over the Edge on August 11<sup>th</sup>.

CHARISM has been working towards Building STRONGER Neighborhoods for the past 23 years. We provide educational out of school time program for low income children, in school mentorship programs for at risk youth, twice weekly food pantry for families in need, a community garden, as well as many outreach programs and events for families as a whole. Please find attached our CHARISM Program Guide for 2017.

On August 11<sup>th</sup> CHARISM is bringing a brand new fundraiser to North Dakota – unlike a golf tournament or gala, this event stands high above the rest, 110 feet in fact. This participant pledge based event will provide the thrilling, unique, unforgettable opportunity for 100 people to “Go Over the Edge with CHARISM” rappelling 110 feet down the side of the Black Building on Broadway. We will be stationed in front of the Black Building Thursday for event set up and all day Friday we will be rappelling. Please check out our website for more information.

<https://charismote.wixsite.com/ote2017>

CHARISM states to hold the city harmless from any damages that might occur in regards to the sign displays in the skyway.

Thank you for your consideration

Brittany LaForte  
Operations Director  
# 701-356-0262  
[charism.org/ote](http://charism.org/ote)



# CHARISM OVER THE EDGE

AUGUST 11, 2017

**charism.org/OTE to register**



# Building **STRONGER** Neighborhoods

## SCHOOL YEAR PROGRAMS

### **S.T.E.A.M. (Science, Technology, Engineering, Art, Math)**

CHARISM S.T.E.A.M. provides academic enrichment opportunities during out-of-school time for children. Programming runs throughout the school year Monday-Friday from 3-5 pm. Nutritious snacks and transportation are provided - caring mentors provide a safe encouraging atmosphere for children to learn and grow!

The program helps students meet state and local education standards in core academic subjects, such as reading and math; offers students a broad array of enrichment activities that can complement their regular academic programs; and offers other life skill development activities so they are able to grow as students and as individuals.

CHARISM will work with over 250 students throughout the year partnering with four schools - Cheney Middle School, Ed Clapp Elementary, Jefferson Elementary, and Lewis & Clark Elementary.



### **Check & Connect**

Mentors work with students who are disengaged from school with poor attendance, behavioral issues, and/or low grades. The Check & Connect program "Checks" and monitors students' performance and the variables involved and "connects" with students and their families by developing strong relationships, personalized approaches and goals to increase their network of support resulting in increased attendance and performance.

CHARISM partners with Jefferson Elementary and Carl Ben Eielsson to support up to 50 at risk students. Mentors work directly within the school to provide support and encouragement to participants.

## When you partner with CHARISM

**Children excel. Youth get on track. Families Flourish.**  
**Start your impact today!**

701-356-0260

[charism.org](http://charism.org)

[info@charism.org](mailto:info@charism.org)



CHARISM Fargo



Fargo\_CHARISM

## YEAR ROUND & SUMMER PROGRAMS



### **GAP (Grocery Assistance Program)**

In partnership with Great Plains Food Bank, CHARISM redistributes recovered food from local grocery stores to families in need of groceries.

**Fighting food insecurity in the FM Area!**

CHARISM distributes food twice weekly on Tuesday and Friday from the CHARISM Family Center. 425 families are registered to receive food - We serve an average of 170 families and distribute an average of 12,000 pounds of food each week



### **Community Garden**

CHARISM organizes a community garden in partnership with Growing Together at McCormick Park for neighborhood residents to work as a team to grow and harvest nutritious food for their families and neighbors. Nutrition and cooking teachings are integrated into each session; participants build connections with their neighbors and community in a meaningful way. We also have educational sessions with children at the garden to teach them about gardening, weather, and nutritious foods. In 2016 CHARISM had 26 families registered.

### **CHARISM Kids Camp**

Up to 50 participants take part in indoor and outdoor enriching activities with opportunities for fun, friendship, and exploration. Helping children discover science, explore nature, and engage in creative arts - providing a safe environment while decreasing summer learning loss for children.



### **C4 Youth Camp**

An extension of the school year Check & Connect program where at risk youth take part in character building, leadership development, recreation, artistic, and team building activities. Providing a continuation of support and encouragement throughout the summer months keeping at risk youth involved in positive activities.

C4 - CHARISM, Cops, Community, Character



### **STEM Academy**

In partnership with Cheney Middle School, CHARISM provides STEM centered activities that involve participants applying their knowledge using the engineering design process, critical thinking, and various scientific methods to solve real world problems.



## **MEMORANDUM**

---

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Reject land sale bid

DATE: June 27, 2017

On March 13, 2017, the Board of City Commissioners approved a resolution to sell a parcel of land located in Tyler's addition. The Auditors office advertised and received bids for the sales of the land. The estimated value of the land with the required easements in place would be approximately \$16,000; the sole bid received was for \$10,250. The Finance Committee recommends rejecting the bid and re-advertising the land for sale.

### **Recommended Motion:**

**Reject the bid for the sale of land in Tyler's addition and re-advertise the land for sale.**



3

3/13/17

Office of the City Attorney

City Attorney  
Erik R. Johnson

March 9, 2017

Assistant City Attorney  
Nancy J. Morris

Board of City Commissioners  
City Hall  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

Dear Commissioners:

The city of Fargo owns a parcel of land described as the West Twenty-three and a half feet of Lots Sixteen through Twenty-Six (16-26), Block Twelve (12) of Tyler's Addition to the city of Fargo. The square footage of the parcel is approximate 12,925 square feet, more or less. The adjacent property owner has expressed an interest in buying the land, and using it to further his business interests. City Engineering has confirmed that there are no City intended uses for the property. However, there is a Sanitary Sewer Force Main located on the property, and the City will reserve an Easement in the property for such purpose. However, the City has no interest in continuing its ownership of this parcel of land, except the Sanitary Sewer Easement.

Fargo Municipal Code § 3-0105 provides for the sale of City property by public sale when the value exceeds \$5,000. Recent valuations of land in the vicinity have suggested a value of \$2.00 sq/foot, resulting in a total value for this parcel of \$25,850. Accordingly, I am presenting for your consideration a Resolution authorizing the Auditor to accept sealed bids pursuant to public notice of sale of the property above described.

Please consider the following motion:

**SUGGESTED MOTION:** I move to adopt a Resolution authorizing the City Auditor to accept sealed bids regarding the sale of the property described as the West Twenty-three and a half feet of Lots Sixteen through Twenty-Six (16-26), Block Twelve (12), less a Sanitary Sewer Force Main Easement, located in Tyler's Addition to the city of Fargo, situate in the County of Cass and the State of North Dakota.

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

Sincerely,

A handwritten signature in black ink, appearing to read "Nancy J. Morris".

Nancy J. Morris

cc: Steve Sprague  
Aaron Nelson  
Brenda Derrig





COMMISSIONER \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING SALE OF PROPERTY**

**WHEREAS**, the City of Fargo is the owner of a parcel of land described as: The West Twenty-three and a half feet of Lots Sixteen through Twenty-Six (16-26), Block Twelve (12), of Tyler's Addition to the city of Fargo, situate in the County of Cass and the State of North Dakota [hereinafter the "Subject Property"], and

**WHEREAS**, an adjacent property owner has expressed an interest in purchasing the Subject Property from the City; and

**WHEREAS**, Fargo Municipal Code §3-0105 provides that if the Board of City Commissioners estimates the value of real property to be \$5,000 or more, the Subject Property may only be sold by public sale; and

**WHEREAS**, the estimated value of the Subject Property exceeds \$5,000; and

**WHEREAS**, it is the wish and desire of the Board of City Commissioners that the Subject Property be sold subject to a Sanitary Sewer Easement, so that the Subject Property may be returned to the tax rolls and put to good use.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS,**

1. The City does not have a present or future use for the Subject Property apart from the reserved Sanitary Sewer Force Main Easement; and

2. The value of the Subject Property exceeds \$5,000; and

3. The City Auditor is hereby authorized to dispose of the above described property by accepting sealed bids, in accordance with Fargo Municipal Code 3-0105.

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

\_\_\_\_\_  
Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steven Sprague, City Auditor

The City of Fargo received a request to sell a 23.5' X550' strip of land along 22nd Street between 3rd and 5th Avenues from the adjacent property owner.

The City has sold similar strips of land in the vicinity at a rate of \$2 per foot  
This property does have a sewer line running through it where we would need  
to establish an easement. The typical rate for the easement would be a 30% reduction

|  |                     |
|--|---------------------|
| Land                                       | 23.5                |
| X  | 550.0               |
| Square feet                                | <u>12,925.0</u>     |
| going rate                                 | \$ 2.00             |
| non easement price                         | \$ 25,850.00        |
| easement reduciton                         | 0.30%               |
| Price with Easement                        | <u>\$ 18,095.00</u> |
| Easement on Berg property                  |                     |
| Land                                       | 23.5                |
| X  | 130.0               |
| Square Feet                                | <u>3,055.0</u>      |
| rate                                       | \$ 2.00             |
| easement                                   | <u>0.3</u>          |
| Berg easement                              | \$ 1,833.00         |
| Expected rate after<br>easement adjustment | <u>\$ 16,262.00</u> |
| Berg Bid                                   | <u>\$ 10,250.00</u> |
| Shortage                                   | \$ 6,012.00         |

- Bid for Arnold Berg Jr  
Land by 2nd St 3rd Ave N  
23.5 ft strip

\$10,250

bid less due to required sewer  
easement with city ordinance to  
build on this portion in future

5

**MEMORANDUM**

**DATE:** June 29, 2017

**TO:** Fargo City Commission

**FROM:** Dan Mahli, <sup>DM</sup>Community Development Administrator

**RE:** 2017 Community Development Block Grant and HOME Partnership funds

The City of Fargo has received allocations from the U.S. Department of Housing and Urban Development in the form of Community Development Block Grant (CDBG) and HOME Investment Partnership funds. Upon approval of the City's 2017 Annual Action Plan by the HUD field office in Denver, Fargo will receive \$637,010 in CDBG (CFDA #14.218 – grant number B-17-MC-38-0001) and \$336,586 in HOME (CFDA #14.239 – grant number M-17-MC-38-0220) to be used to support housing, community and economic development activities, and assistance for low and moderate income and special need populations.

**Recommended Action:** Accept the 2017 Community Development Block Grant and HOME Partnership allocations to the City of Fargo from the U.S. Department of Housing and Urban Development.





**MEMORANDUM**

**DATE:** June 29, 2017

**TO:** City Commission

**FROM:** Dan Mahli, Community Development Administrator

**RE:** Sale of Neighborhood Stabilization Program property at 1406 16 ½ St S

In the 2016-2017 school year, the City of Fargo partnered with the Fargo Public School District to build a nice single-family home at 1406 16½ St S. Basically, students enrolled in the Fargo High School Construction Technology classes build the home. Students enrolled in the Home Builders Association's Herdina Academy built the garage last summer. This partnership offers students an opportunity to gain valuable on-site construction experience, while keeping the costs of new housing construction low and supporting the development of new affordable housing and neighborhood revitalization in the City.

The property has two bedrooms, a full bathroom, kitchen, dining area, living room, laundry room, and full basement with egress windows. The basement is roughed-in for a future bathroom, family room and third bedroom. The City utilized Neighborhood Stabilization Program (NSP) grant funds to finance the purchase and demolition of the foreclosed and abandoned property, as well as construction costs – mainly for materials – to build the new home. The recommended listing price for the home is \$194,900. Sale proceeds will be returned to the NSP fund to support future neighborhood revitalization projects.

**Recommended Action:** List the Neighborhood Stabilization Program property at 1406 16½ Street South for \$194,900.





June 27, 2017

Fargo City Commission  
200 3<sup>rd</sup> Street North  
Fargo, ND 58102

Commissioners:

The Fargo Dome Authority requests your approval of their sole-source provider selection of meeting room furniture through Christianson's Business Furniture, priced via a competitively procured pricing agreement with the furniture manufacturer and National IPA, a national governmental purchasing cooperative of which the City of Fargo is a registered buyer.

At their July 2016 meeting, the Fargo Dome Authority reallocated \$30,000 toward dressing room furniture. Our current furniture was purchased after the flood in 2000 and is in need of replacement. The Nation IPA pricing is a 54% discount from list price, allowing us to purchase quality commercial-grade furniture at residential-grade pricing. At their May 30, 2017 meeting, the Fargo Dome Authority approved the purchase. The furniture quote is attached for reference.

Requested Motion: To approve the purchase of meeting room furniture in the amount of \$29,708.64 through Christianson's Business Furniture via the National IPA purchasing agreement.

Thank you for your consideration of this matter.

Very truly yours,

Rob Sobolik  
General Manager, FARGODOME

Attachment

Christianson's Business Furniture  
 2828 13th Ave South  
 Fargo, ND 58103  
 Phone: (701) 293-3944  
 Fax: (701) 293-3626  
<http://www.cbfplus.com/>



## SUMMARY PAGE

Quote Number: 1186-26861

### Project Summary

Dressing Room Furniture

### Bill To

Fargodome  
 1800 University Dr N  
 Fargo, ND 58102

### Install To

Fargodome  
 1800 University Dr N  
 Fargo, ND 58102

### Project Investment

|               |             |
|---------------|-------------|
| Project Total | \$29,708.64 |
| Tax (0%)      | \$0.00      |

|                    |                    |
|--------------------|--------------------|
| <b>Grand Total</b> | <b>\$29,708.64</b> |
|--------------------|--------------------|

### Payment Schedule

|                               |               |
|-------------------------------|---------------|
|                               | <b>Net 10</b> |
| 33.00% Deposit Due at Signing | \$9,803.85    |
| 67% Balance Due Net 10        | \$19,904.79   |

### Price Summary by Phase

| Option                          | Phase                  | # Items   | Price              | Tax           | Total              |
|---------------------------------|------------------------|-----------|--------------------|---------------|--------------------|
| FargoDome Dressing Rm Furniture | IDEON Lounge Furniture | 10        | \$29,708.64        | \$0.00        | \$29,708.64        |
| <b>Total</b>                    |                        | <b>10</b> | <b>\$29,708.64</b> | <b>\$0.00</b> | <b>\$29,708.64</b> |



## Bill To

Fargodome  
 1800 University Dr N  
 Fargo, ND 58102

## Install To

Fargodome  
 1800 University Dr N  
 Fargo, ND 58102

|           |               |                                 |               |            |
|-----------|---------------|---------------------------------|---------------|------------|
| project # | salesperson   | quote name                      | payment terms | print date |
| 1186      | Rick Buchholz | FargoDome Dressing Rm Furniture | Net 10        | 6/14/2017  |

FargoDome Dressing Rm Furniture / IDEON Lounge Furniture

| LINE # | QTY  | UNIT | PART # / DESCRIPTION  | PRICE EA   | EXT PRICE  |
|--------|------|------|---|------------|------------|
| 1      | 2.00 | EA   | AR.FS8.SN1 / ARIOSO SEATING, CLUB 35H X 31W X 33D                   | \$862.04   | \$1,724.08 |
|        |      |      | OPTIONS   |            |            |
|        |      |      | FCW1 Clear Maple (Finishes)   |            |            |
|        |      |      | (F1) Standard Wood Tapered (Foot Style)                             |            |            |
|        |      |      | UM3 Moisture Barrier Seat/Back (Moisture Barrier)                   |            |            |
|        |      |      | ~ No Ca Tb133 (CA TB133 Option)                                     |            |            |
|        |      |      | USU Single Upholstered (Fabric Option)                              |            |            |
|        |      |      | FG2 Fabric/Vinyl Grade 2 (Club Single Upholstered)                  |            |            |
|        |      |      | ORIGIN Origin Standard Color Selection (Fabric Grade 2 Selection)   |            |            |
|        |      |      | ORG-SA Origin Sapphire (Origin Color Selections)                    |            |            |
| 2      | 2.00 | EA   | AR.FS8.SN1 / ARIOSO SEATING, CLUB 35H X 31W X 33D                   | \$862.04   | \$1,724.08 |
|        |      |      | OPTIONS   |            |            |
|        |      |      | FCW1 Clear Maple (Finishes)   |            |            |
|        |      |      | (F1) Standard Wood Tapered (Foot Style)                             |            |            |
|        |      |      | UM3 Moisture Barrier Seat/Back (Moisture Barrier)                   |            |            |
|        |      |      | ~ No Ca Tb133 (CA TB133 Option)                                     |            |            |
|        |      |      | USU Single Upholstered (Fabric Option)                              |            |            |
|        |      |      | FG2 Fabric/Vinyl Grade 2 (Club Single Upholstered)                  |            |            |
|        |      |      | ORIGIN Origin Standard Color Selection (Fabric Grade 2 Selection)   |            |            |
|        |      |      | ORIGIN-ECO Origin Eco (Origin Color Selections)                     |            |            |
| 3      | 2.00 | EA   | AR.FS8.SN1 / ARIOSO SEATING, CLUB 35H X 31W X 33D                   | \$862.04   | \$1,724.08 |
|        |      |      | OPTIONS   |            |            |
|        |      |      | FCW1 Clear Maple (Finishes)   |            |            |
|        |      |      | (F1) Standard Wood Tapered (Foot Style)                             |            |            |
|        |      |      | UM3 Moisture Barrier Seat/Back (Moisture Barrier)                   |            |            |
|        |      |      | ~ No Ca Tb133 (CA TB133 Option)                                     |            |            |
|        |      |      | USU Single Upholstered (Fabric Option)                              |            |            |
|        |      |      | FG2 Fabric/Vinyl Grade 2 (Club Single Upholstered)                  |            |            |
|        |      |      | ORIGIN Origin Standard Color Selection (Fabric Grade 2 Selection)   |            |            |
|        |      |      | ORG-MI Origin Mikan (Origin Color Selections)                       |            |            |
| 4      | 2.00 | EA   | AR.FS8.SN2 / ARIOSO SEATING, SETTEE 35H X 53W X 33D                 | \$1,210.72 | \$2,421.44 |
|        |      |      | OPTIONS   |            |            |
|        |      |      | FCW1 Clear Maple (Finishes)   |            |            |
|        |      |      | (F1) Standard Wood Tapered (Foot Style)                             |            |            |
|        |      |      | UM3 Moisture Barrier Seat/Back (Moisture Barrier)                   |            |            |
|        |      |      | ~ No Ca Tb133 (CA TB133 Option)                                     |            |            |
|        |      |      | USU Single Upholstered (Fabric Option)                              |            |            |
|        |      |      | FG3 Fabric/Vinyl Grade 3 (Settee Single Upholstered)                |            |            |
|        |      |      | CURRENT Current Standard Color Selection (Fabric Grade 3 Selection) |            |            |
|        |      |      | CURR-ECLPS Current Eclipse (Current Color Selections)               |            |            |





# CUSTOMER QUOTE

# 1186-26861

Expires: 6/22/2017

FargoDome Dressing Rm Furniture / IDEON Lounge Furniture

| LINE # | QTY  | UNIT | PART # / DESCRIPTION  | PRICE EA   | EXT PRICE  |
|--------|------|------|---|------------|------------|
| 5      | 4.00 | EA   | AR.FS8.SN2 / ARIOSO SEATING, SETTEE 35H X 53W X 33D                 | \$1,955.46 | \$7,821.84 |
|        |      |      | OPTIONS   |            |            |
|        |      |      | FCW1 Clear Maple (Finishes)   |            |            |
|        |      |      | (F1) Standard Wood Tapered (Foot Style)                             |            |            |
|        |      |      | UM3 Moisture Barrier Seat/Back (Moisture Barrier)                   |            |            |
|        |      |      | ~ No Ca Tb133 (CA TB133 Option)                                     |            |            |
|        |      |      | USU Single Upholstered (Fabric Option)                              |            |            |
|        |      |      | FG8 Fabric/Vinyl Grade 8 (Settee Single Upholstered)                |            |            |
|        |      |      | ~ Arc-Com-Metro-Mineral (Fabric Grade 8 Selection)                  |            |            |
| 6      | 2.00 | EA   | AR.FS8.SN2 / ARIOSO SEATING, SETTEE 35H X 53W X 33D                 | \$1,089.74 | \$2,179.48 |
|        |      |      | OPTIONS   |            |            |
|        |      |      | FCW1 Clear Maple (Finishes)   |            |            |
|        |      |      | (F1) Standard Wood Tapered (Foot Style)                             |            |            |
|        |      |      | UM3 Moisture Barrier Seat/Back (Moisture Barrier)                   |            |            |
|        |      |      | ~ No Ca Tb133 (CA TB133 Option)                                     |            |            |
|        |      |      | USU Single Upholstered (Fabric Option)                              |            |            |
|        |      |      | COM/FG1 Com/Fabric Vinyl Grade 1 (Settee Single Upholstered)        |            |            |
|        |      |      | HIGH Highland Color Selection (Fabric Grade 1 Selections)           |            |            |
|        |      |      | HI RA Highland Raven (Highland Color Selections)                    |            |            |
| 7      | 2.00 | EA   | AR.FS8.SN3 / ARIOSO SEATING, SOFA 35H X 75W X 33D                   | \$1,466.02 | \$2,932.04 |
|        |      |      | OPTIONS   |            |            |
|        |      |      | FCW1 Clear Maple (Finishes)   |            |            |
|        |      |      | (F1) Standard Wood Tapered (Foot Style)                             |            |            |
|        |      |      | UM3 Moisture Barrier Seat/Back (Moisture Barrier)                   |            |            |
|        |      |      | ~ No Ca Tb133 (CA TB133 Option)                                     |            |            |
|        |      |      | USU Single Upholstered (Fabric Option)                              |            |            |
|        |      |      | COM/FG1 Com/Fabric Vinyl Grade 1 (Sofa Single Upholstered)          |            |            |
|        |      |      | HIGH Highland Color Selection (Fabric Grade 1 Selections)           |            |            |
|        |      |      | HI RA Highland Raven (Highland Color Selections)                    |            |            |
| 8      | 2.00 | EA   | AR.FS8.SN3 / ARIOSO SEATING, SOFA 35H X 75W X 33D                   | \$1,610.92 | \$3,221.84 |
|        |      |      | OPTIONS   |            |            |
|        |      |      | FCW1 Clear Maple (Finishes)   |            |            |
|        |      |      | (F1) Standard Wood Tapered (Foot Style)                             |            |            |
|        |      |      | UM3 Moisture Barrier Seat/Back (Moisture Barrier)                   |            |            |
|        |      |      | ~ No Ca Tb133 (CA TB133 Option)                                     |            |            |
|        |      |      | USU Single Upholstered (Fabric Option)                              |            |            |
|        |      |      | FG3 Fabric/Vinyl Grade 3 (Sofa Single Upholstered)                  |            |            |
|        |      |      | CURRENT Current Standard Color Selection (Fabric Grade 3 Selection) |            |            |
|        |      |      | CURR-ECLPS Current Eclipse (Current Color Selections)               |            |            |
| 9      | 4.00 | EA   | MZM.TT8.TZ21.TH24 / MEZZANINE, SQUARE TABLE,21W X 21D X 24H         | \$510.14   | \$2,040.56 |
|        |      |      | OPTIONS   |            |            |
|        |      |      | TE3 Knife Edge (Edge Profile)                                       |            |            |
|        |      |      | FCW1 Clear Maple (Finishes)   |            |            |
|        |      |      | LSL2 Wood Tapered Square (Leg Style)                                |            |            |
|        |      |      | ~ No Selection (Protection Option)                                  |            |            |
| 10     | 6.00 | EA   | MZM.TT5.TZ48.TH16 / MEZZANINE, RECTANGLE TOP TABLE,48W X 24D X 16H  | \$653.20   | \$3,919.20 |
|        |      |      | OPTIONS   |            |            |
|        |      |      | TE3 Knife Edge (Edge Profile)                                       |            |            |
|        |      |      | FCW1 Clear Maple (Finishes)   |            |            |
|        |      |      | LSL2 Wood Tapered Square (Leg Style)                                |            |            |
|        |      |      | ~ No Selection (Protection Option)                                  |            |            |



Page 30  
Christianson's Business Furniture  
2828 15th Ave South  
Fargo, ND 58103  
Phone: (701) 293-3944  
Fax: (701) 293-3626  
<http://www.cbfplus.com/>



## CUSTOMER QUOTE

# 1186-26861

Expires: 6/22/2017

FargoDome Dressing Rm Furniture / IDEON Lounge Furniture

| LINE # | QTY | UNIT | PART # / DESCRIPTION |
|--------|-----|------|----------------------|
|--------|-----|------|----------------------|

FargoDome Dressing Rm Furniture / IDEON Lounge Furniture

| PRICE EA | EXT PRICE |
|----------|-----------|
|----------|-----------|

SUBTOTAL

|          |             |
|----------|-------------|
| subtotal | \$29,708.64 |
|----------|-------------|

|           |        |
|-----------|--------|
| sales tax | \$0.00 |
|-----------|--------|

|       |             |
|-------|-------------|
| total | \$29,708.64 |
|-------|-------------|

### CUSTOMER SIGN OFF

FargoDome Dressing Rm Furniture (Option Total)

|          |             |
|----------|-------------|
| subtotal | \$29,708.64 |
|----------|-------------|

|           |        |
|-----------|--------|
| sales tax | \$0.00 |
|-----------|--------|

|       |             |
|-------|-------------|
| total | \$29,708.64 |
|-------|-------------|

Authorized Signature

Accepted Date

Print Name



## 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.

The project/service is required to:

Commercial Furniture for fargodome  
dressing rooms.

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

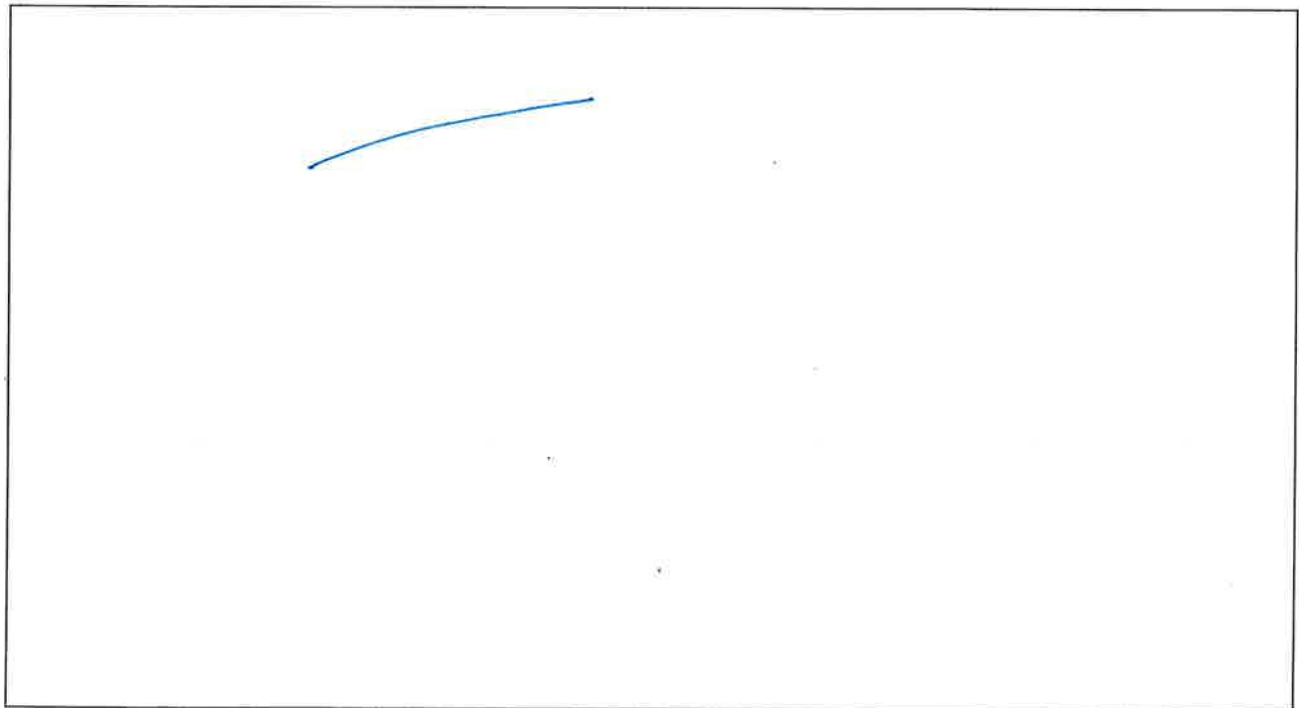
Products + pricing have already been vetted  
through a competitively procured Bid  
Process as per National IPA. Furniture  
needs are not brand specific, just  
Quality Commercial-grade materials.

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

National Governmental purchasing  
Cooperative.

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

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



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

Copy of Website

Signature:   
(Requestor)

Printed Name: Bob Sobolik

Title: General Manager

Date: \_\_\_\_\_

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

 (Requestor initials)

Contract No. R142205 | Effective May 1, 2015



Term: 3-year contract with an option to renew annually for an additional 2 years.  
 May 1, 2015 through April 30, 2018

|                  |                     |                   |                                   |
|------------------|---------------------|-------------------|-----------------------------------|
| Volume Discount: | Tier (List Price)   | End User Discount | Installation Services (Net price) |
|                  | 0-\$100,000         | 54%               | Tier 1 - Up to 18%                |
|                  | \$100,001-\$250,000 | 56%               | Tier 2 - Up to 16%                |
|                  | \$250,001-\$476,190 | 58%               | Tier 3 - Up to 14%                |

Price List: SitOnIt Seating: 4/6/2015  
 IDEON: 4/6/2015

TVR: SitOnIt Seating: 914440  
 IDEON: 914463

PO Instructions: Orders must have contract number or reference TCPN, to receive this contract's discounting. The end user must also register with TCPN.org. The process takes less than five minutes. Also, the name of the registered End User must appear in full (no abbreviations) on the Purchase Order.

Payment Terms: 1% 10, Net 30

Contact: Dan Conaty, Director of Government Sales  
 Ph: (202) 658-9258 | Email: dconaty@exemplis.com

Derek Cairo, Senior Contract Administrator  
 Ph: (714) 995-4800 ext 316 | Fax: (714) 995-6416 | Email: dccairo@exemplis.com

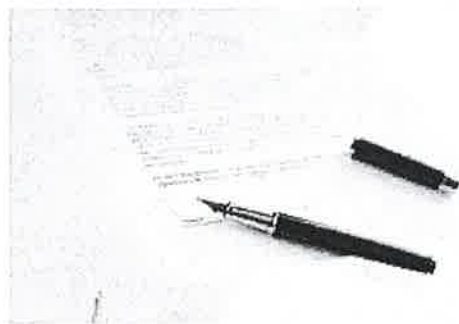
#### About TCPN:

- TCPN stands for "The Cooperative Purchasing Network".
- Operates under the same principles, statutes and legal authority as US Communities, NJPA, IPA and other Cooperative Purchasing Agreements and is a competitive agency contract.
- TCPN is a nationally recognized contract.
- TCPN is a competed contract, meaning in almost every case, when the public entity recognizes it and is a member, they do not need to go out to bid.
- TCPN is sponsored by Houston Area 4 Educational Agency, which is a public entity rather than a non-profit organization. Public entities usually have a preference for publicly sponsored contracts.
- The TCPN web page is [www.tcpn.org](http://www.tcpn.org) (redirects to [nationalipa.org](http://nationalipa.org))
- Simple online registration is free for public agencies and membership is free. This is a requirement to use the TCPN contract.
- TCPN Contract Managers may be contacted at 888-884-7695 to answer questions from the government or non-profit agency that you are working with.

#### Who is eligible to use TCPN?

K-12 Schools, Cities/Municipalities, Counties, State Colleges and Universities, Religious Organizations, Private Schools, Charter Schools, Private Colleges and Universities, Non-Profits, Charitable Organizations

## Lead Agency Contracting Process



All agreements offered through National IPA have been awarded via a thorough Request for Proposal (RFP) competitive solicitation by a public agency/governmental entity (e.g. state, city, county, public university or school district). The contracting process is the foundation of National IPA and sets us apart from other cooperatives. In order for even the most restrictive agencies nationwide to realize the best value offered by cooperative procurement, National IPA ensures that industry best practices, processes and procedures are applied.

### The Cooperative Contracting Process

1. The lead agency prepares a competitive solicitation, incorporating language to make the agreement accessible nationally to agencies in states that allow intergovernmental (i.e.: "piggyback") contract usage.
2. The lead agency issues the solicitation and any required amendments and notifications, and conducts pre-proposal conferences/meetings.
3. Interested suppliers respond to the solicitation.
4. The lead agency evaluates the responses, negotiates the final terms and conditions and ultimately awards the master agreement.
5. All documentation is posted on the National IPA website and made available to the public.

National IPA is committed to the integrity of the procurement process. Access to solicitation and award documentation is always available in the Documentation sections of each awarded agreement. No FOIA or special request necessary.

The lead agency procurement teams and the National IPA team of certified public procurement officials are available to answer any questions you may have or discuss the process in detail.

### The Lead Agencies

The lead agencies who currently solicit and award cooperative contracts available through National IPA are considered some of the best procurement teams in the nation. National IPA is honored to be partnered with the best-of-the-best when it comes to process, procedures and industry leaders.

## About National IPA

National IPA saves you time and money. Participating in the cooperative buying power of more than **48,000** entities allows you to pay less for products and reduce administrative costs, which helps you do more with less. So why is National IPA so effective at creating more economical buying opportunities for you? Because we offer strength in numbers and years of government purchasing experience, you can have confidence in every contract.

Contracts are competitively solicited, evaluated and awarded by a government entity acting as the lead agency.

Contracts are awarded utilizing industry best practices, processes and procedures, ensuring maximum value and absolute security with complete transparency of the process.

Most experienced cooperative team in public procurement, cooperative purchasing and supply chain management.

Founding Member of National Coalition for Public Procurement.

Robust portfolio of quality contracts.



In these days of dwindling dollars, you want a partner who can help strengthen your buying position, reliably and consistently.

## What Differentiates National IPA?

### Portfolio

National IPA has the most robust portfolio of quality contracts in the cooperative space! Our agreement portfolio has everything your organization needs to run efficiently and effectively.

### People

National IPA has the most experienced cooperative team in public procurement, cooperative purchasing and supply chain management. With over **150** combined years of public procurement experience and over **275** years of cooperative purchasing experience, you can trust that you are in good hands with our team!

### Process

Contracts are competitively solicited and publicly awarded by a government entity. Awards are made utilizing the best processes and procedures ensuring maximum value and absolute security with complete transparency of the process. The Lead Agency Model is considered to be a best practice in the industry!

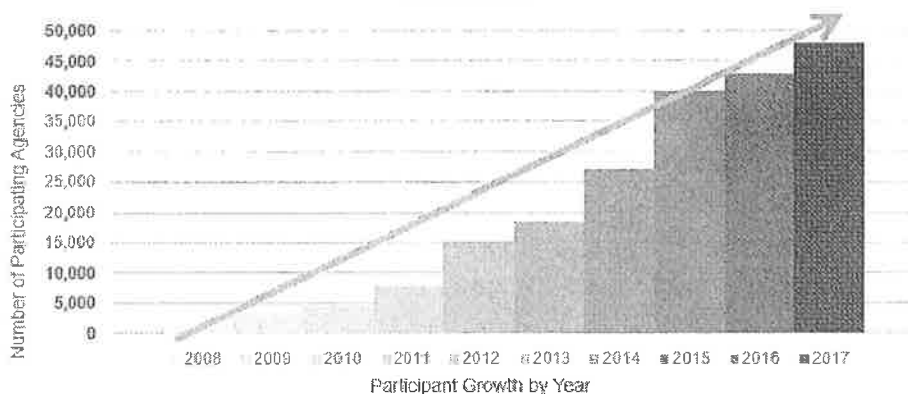
### Participation

Participating in the cooperative buying power of more than 48,000 entities allows you to pay less for products and reduce administrative costs, which helps you do more with less! We are the fastest growing in the market, resulting in the largest purchasing power to save you valuable time and resources!





## National IPA Participant Growth 2008-2017



### Partners

Our partners are nationally-recognized, industry leading suppliers and manufacturers. You don't have to sacrifice great quality for a great price!

Some of our top-notch partners include:

Allsteel

AstroTurf

AutoZone

Burke  
PLAY THAT MOVES YOU

Canon  
CANON SOLUTIONS AMERICA

CATERPILLAR

CDW-G

Contrax  
FURNISHINGS

DAIKIN

FASTENAL

GRAINGER  
1.800.354.2729 FOR THE GEAR WHEN BUYING ONLINE

HON.

Kimball Office

LOWE'S  
ProServices

Mansfield  
Fuels. Simplified.

MYTHICS  
CRATES.COM

NATIONAL  
Furniture. With Personality.

network  
DISTRIBUTION BY DESIGN

Office  
DEPOT

RoofConnect  
NATIONAL ROOFING SERVICES

SUNBELT  
RENTALS

TORO

Toter

TREMCO

US.  
FOODS  
KEEPING KITCHENS COOKING

### Principal Lead Agencies

Our lead agencies are considered to be the best in public procurement. They adhere to the highest standards of procurement so you can feel secure knowing that you are in full compliance of industry regulations!



#### Award Winning Agencies



The following lead agencies are proud recipients of the 2015 Achievement of Excellence in Procurement (AEP) Award:

City of Fort Worth, TX

City of Las Vegas, NV

City of Rochester Hills, MI

City of San Diego, CA

City of Tucson, AZ

Norfolk Public Schools - Norfolk, VA

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## GOVERNMENT PRODUCT NEWS

(<http://m.americancityandcounty.com/government-product-news-source>)

# Merger integration between cooperative purchasing titans is proceeding on schedule

*Government Product News*

Michael Keating (/author/michael-keating)

Nov 17, 2015

### Expert says more coop mergers may take place.

Some consolidation is taking place among cooperative purchasing (<http://americancityandcounty.com/administration/purchasing-procurement?intlink=autlink>) organizations that serve educational institutions, governments, non-profits and other parts of the public sector. The acquisition of TCPN Management Group (<http://tcpn.org/>) (TCPN) by Provista and its subsidiary National Intergovernmental Purchasing Alliance Company (<http://www.nationalipa.org>) (National IPA) was completed this past July 28.

“The integration of our two teams is ahead of schedule, and we anticipate it to be completed in the near future,” Andrea Scobie tells GPN. Scobie is vice president of marketing at National IPA. She says that the merged entities will work to grow their customer and supplier relationships. “Public agencies and non-profits have a wide range of procurement needs. Therefore, we will continue to look to add to our assortment of contract categories.”



The acquisition combines TCPN's contract portfolio knowledge with National IPA and Provista's annual purchasing volume. Houston-based TCPN is a cooperative management company that works with Region 4 Education Service Center (ESC) in Texas as its primary lead agency.



The Cooperative Purchasing Network

Franklin, Tenn.-based National IPA is a cooperative purchasing organization established for public agencies across the U.S. The organization leverages the volume of 64,000 customers in the areas of state, county, city and local government, primary and higher education systems and other agencies.

Irving Texas-based Provista is a supply chain partner that works with government, education and business. Provista generates approximately \$55 billion in annual purchasing volume through the combined spend of the National IPA and Novation contract portfolios.

The merger, adds Scobie, gives the combined National IPA and TCPN significant purchasing power. "Not only do we have the largest amount of volume, we also have had more agencies place orders with our vendor partners than they did with any other cooperative."

Scobie says that once both companies merge, "we will have a significant amount of Regional Program Managers to be a resource for the agencies. Additionally, we will have a large team of Business Development Managers that will help support our vendor partners. Our team of contract managers will continue to work on ensuring that agencies' contract compliance needs are met.

The combined firms involved in the July 28 merger will aim to provide a more robust contract portfolio to education institutions and government entities, said Todd Abner, president of National IPA, in a statement.

National IPA and TCPN are among several national cooperatives that are part of the National Coalition for Public Procurement

(<http://www.publicprocurementcoalition.org/>),

NCPP. According to its website, the group "is committed to working together to promote the highest level of business ethics, best practices and standards to serve the procurement needs of government, education and non-profit agencies across the U.S." National IPA and TCPN will not be taking part in the NIGP accreditation program (<http://www.nigp.org/cooperativeaccreditation>) for public sector purchasing cooperatives, Scobie tells GPN.



Veteran public purchasing pro Hal Good describes the National IPA acquisition of TCPN as "very logical." He adds that the two combined entities complement each other very well, with National IPA's success serving local governments and TCPN's accomplishments in serving education and school districts.

Good, who has over 30 years of experience in public and private procurement, e-commerce and supply chain management, believes that more mergers and consolidations in the cooperative space are on the horizon.

Good owns the Procurement Pros (<https://www.linkedin.com/groups/Procurement-Pros-collaborating-stakeholders-7443500/about>) group on LinkedIn. The by-invitation-only group has almost 1,500 members.

*Michael Keating is Senior Editor at Government Product News, an American City & County sister brand.*



**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

## M E M O R A N D U M

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: JUNE 26, 2017**

**RE: CONTRACT AMENDMENT WITH NORTH DAKOTA DEPARTMENT OF HEALTH FOR INCREASING BEASTFEEDING RATES, REDUCING OVERWEIGHT AND OBESITY PROGRAM FOR \$50,000**  
**CONTRACT NO. G15.541A CFDA NO. 93.994**

The attached contract amendment with the North Dakota Department of Health is to increase breastfeeding rates and reduce overweight and obesity in children in Cass County. Total contract is \$92,159 of which \$50,000 is Federal and \$42,159 is local match fulfilled by current staff salary and benefits. The following budget adjustments need to be made:

**2017 Expense:**

|                    |                    |          |
|--------------------|--------------------|----------|
| Marketing          | 101-6035-451-34-20 | \$ 8,500 |
| Contract Services  | 101-6035-451-38-11 | \$35,300 |
| Duplication/Copies | 101-6035-451-55-20 | \$ 5,190 |
| General Supplies   | 101-6035-451-61-40 | \$ 760   |

**2017 Revenue:**

|     |                    |          |
|-----|--------------------|----------|
| MCH | 101-0000-331-12-48 | \$50,000 |
|-----|--------------------|----------|

Please call Ruth Roman at 241-1380 if you have any questions.

**Suggested Motion:** Move to approve the contract amendment with North Dakota Department of Health for increasing breastfeeding and reducing childhood obesity.

RR/la  
Enclosure



**NOTICE OF GRANT AWARD  
AMENDMENT**  
NORTH DAKOTA DEPARTMENT OF HEALTH  
SFN 59919 (1-2016)

North Dakota Department of Health  
600 East Boulevard Avenue—Dept 301  
Bismarck, ND 58505-0200

|                          |                       |                        |                       |
|--------------------------|-----------------------|------------------------|-----------------------|
| Grant Number<br>G15.541A | CFDA Number<br>93.994 | Start Date<br>4/1/2016 | End Date<br>9/30/2017 |
|--------------------------|-----------------------|------------------------|-----------------------|

**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<br>Increasing Breastfeeding Rates<br>Reducing Overweight and Obesity |             |                                  | Health Department Project Code<br>4541 HLH 3136 03 |             |                                  |
| Grantee Name<br>Fargo Cass Public Health  |             |                                  | Program Director<br>Kim Mertz                      |             |                                  |
| Address<br>1240 25 <sup>th</sup> Street South   |             |                                  | Address<br>600 East Boulevard Avenue, Dept. 301    |             |                                  |
| City<br>Fargo   | State<br>ND | ZIP Code<br>58103-2367           | City<br>Bismarck                                   | State<br>ND | ZIP Code<br>58505-0200           |
| Contact Name<br>Ruth Bachmeier  |             | Telephone Number<br>701.241.1360 | Contact Name<br>Kim Mertz                          |             | Telephone Number<br>701.328.4528 |

|                                    | Dept of Health Cost Share | Grantee Cost Share | Total Project/Program Costs |
|------------------------------------|---------------------------|--------------------|-----------------------------|
| <b>Amount Awarded</b>              | \$50,000                  | \$42,159           | \$92,159                    |
| <b>Previous Funds Awarded</b>      | \$145,000                 | \$108,750          | \$253,750                   |
| <b>Total Funds Awarded to Date</b> | \$195,000                 | \$150,909          | \$345,909                   |

**Scope of Service**

This amendment provides additional funding of \$50,000 for enhanced services to reduce overweight and obesity and to increase breastfeeding rates in accordance with the Grantee's May 2017 work plan and budget as approved by the Department. All other scope of service requirements of the original agreement remain the same.

**Reporting Requirements**

All reporting requirements of the original agreement remain the same.

**Special Conditions**

All special conditions of the original agreement remain the same.

**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 July 1, 2015 to June 30, 2017 [Accounting Use Only ☐ Requirements Received] (2) applicable Federal and State regulations.**

| Evidence of Grantee's Acceptance   |                       | Evidence of Departmental Acceptance  |      |
|--|-----------------------|--|------|
| Signature <i>Ruth Roman</i>  | Date<br>June 27, 2017 | Signature  | Date |
| <b>Typed Name and Title of Authorized Representative</b><br>Ruth Roman<br>Director of Public Health    |                       | <b>Typed Name and Title of Authorized Representative</b><br>Kim Mertz, Director<br>Division of Family Health |      |
| Signature  | Date                  | Signature  | Date |
| <b>Typed Name and Title of Authorized Representative</b><br>Timothy J. Mahoney<br>Mayor, City of Fargo |                       | <b>Typed Name and Title of Authorized Representative</b><br>Arvy Smith<br>Deputy State Health Officer        |      |

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.



9

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

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: JUNE 26, 2017**

**RE: POINT OF DISPENSING (POD) AGREEMENTS WITH SARGENT**  
**COUNTY DISTRICT HEALTH UNIT, RANSOM COUNTY PUBLIC**  
**HEALTH DEPARTMENT, RICHLAND COUNTY HEALTH**  
**DEPARTMENT, STEELE COUNTY PUBLIC HEALTH, AND**  
**TRAILL DISTRICT HEALTH UNIT**

The attached Agreements between Fargo Cass Public Health with Ransom County Public Health Department, Richland County Health Department, Sargent County District Health Unit, Steele County Public Health Department, and Traill District Health Unit are to assist in doing a full-scale POD exercise.

No budget adjustment is needed for this contract.

Please feel free to call me if you have any questions at 241-1380.

**Suggested Motion:** Move to approve the agreements for assisting in a full-scale POD exercise.

RR/LA  
Enclosure

**AGREEMENT FOR SERVICES  
BETWEEN FARGO CASS PUBLIC HEALTH AND  
SARGENT COUNTY DISTRICT HEALTH UNIT**

This agreement is made and entered into this 1<sup>st</sup> day of July 2016, by and between Fargo Cass Public Health (FCPH), and Sargent County District Health Unit to extend through the 30th day of June 2017.

WHEREAS, Fargo Cass Public Health is an organization with expertise in assisting with services in running a dispensary of the Strategic National Stockpile in the event the Stockpile is activated to do a Point of Dispensing (POD); and

NOW, THEREFORE, in consideration of the foregoing and their mutual promises as set forth below, FCPH and Sargent County District Health Unit hereby agree as follows:

1. Based on available funds from the ND Dept of Health PHEP grant, FCPH will pay for direct expenses for a required full-scale POD exercise by Sargent County District Health Unit.
2. Contract invoice must be submitted by June 30, 2017.

WITNESS, that this Agreement was executed by the undersigned duly authorized representatives of the respective parties hereto, as of the date first above written.

**FARGO CASS PUBLIC HEALTH**

Ruth Roman  
Director of Public Health

6-27-17  
Date

\_\_\_\_\_  
Mayor, City of Fargo

\_\_\_\_\_  
Title

**SARGENT COUNTY DISTRICT HEALTH UNIT**

Brenda K. Peterson  
Name Brenda K. Peterson

Administrator  
Title

6-8-17  
Date

Joyce Chapin  
Name Joyce Chapin

Director of Nursing  
Title

6-8-17  
Date



**AGREEMENT FOR SERVICES  
BETWEEN FARGO CASS PUBLIC HEALTH AND  
RANSOM COUNTY PUBLIC HEALTH DEPARTMENT**

This agreement is made and entered into this 1<sup>st</sup> day of July 2016, by and between Fargo Cass Public Health (FCPH), and Ransom County Public Health Department to extend through the 30th day of June 2017.

WHEREAS, Fargo Cass Public Health is an organization with expertise in assisting with services in running a dispensary of the Strategic National Stockpile in the event the Stockpile is activated to do a Point of Dispensing (POD); and

NOW, THEREFORE, in consideration of the foregoing and their mutual promises as set forth below, FCPH and Ransom County Public Health Department hereby agree as follows:

1. FCPH will pay for direct expenses for a required full-scale POD exercise by Ransom County Public Health Department.
2. Contract invoice must be submitted by June 30, 2017.

WITNESS, that this Agreement was executed by the undersigned duly authorized representatives of the respective parties hereto, as of the date first above written.

**FARGO CASS PUBLIC HEALTH**

Ruth Roman  
Director of Public Health

6-27-17  
Date

\_\_\_\_\_  
Mayor, City of Fargo

\_\_\_\_\_  
Title

**RANSOM COUNTY PUBLIC HEALTH  
DEPARTMENT**

Breanna Heet  
Name

Administrator  
Title

6-9-17  
Date

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**AGREEMENT FOR SERVICES  
BETWEEN FARGO CASS PUBLIC HEALTH AND  
RICHLAND COUNTY HEALTH DEPARTMENT**

This agreement is made and entered into this 1<sup>st</sup> day of July 2016, by and between Fargo Cass Public Health (FCPH), and Richland County Health Department to extend through the 30th day of June 2017.

WHEREAS, Fargo Cass Public Health is an organization with expertise in assisting with services in running a dispensary of the Strategic National Stockpile in the event the Stockpile is activated to do a Point of Dispensing (POD); and

NOW, THEREFORE, in consideration of the foregoing and their mutual promises as set forth below, FCPH and Richland County Health Department hereby agree as follows:

1. FCPH will pay for direct expenses for a required full-scale POD exercise by Richland County Health Department.
2. Contract invoice must be submitted by June 30, 2017.

WITNESS, that this Agreement was executed by the undersigned duly authorized representatives of the respective parties hereto, as of the date first above written.

**FARGO CASS PUBLIC HEALTH**

**RICHLAND COUNTY HEALTH DEPARTMENT**

Ruth Roman

Director of Public Health

Deb Hark

Name

6-27-17

Date

Administrator

Title

Mayor, City of Fargo

Title

6-8-17

Date

Harris Bailey

Name

Auditor/Administrator

Title

6/8/17

Date

**AGREEMENT FOR SERVICES  
BETWEEN FARGO CASS PUBLIC HEALTH AND  
STEELE COUNTY PUBLIC HEALTH DEPARTMENT AND  
TRAILL DISTRICT HEALTH UNIT**

This agreement is made and entered into this 1<sup>st</sup> day of July 2016, by and between Fargo Cass Public Health (FCPH), and Steele County Public Health Department and Traill District Health Unit to extend through the 30th day of June 2017.

WHEREAS, Fargo Cass Public Health is an organization with expertise in assisting with services in running a dispensary of the Strategic National Stockpile in the event the Stockpile is activated to do a Point of Dispensing (POD); and

NOW, THEREFORE, in consideration of the foregoing and their mutual promises as set forth below, FCPH and Steele County Public Health Department and Traill District Health Unit hereby agree as follows:

1. FCPH will pay for direct expenses for a required full-scale POD exercise by Steele County Public Health Department and Traill District Health Unit.
2. Contract invoice must be submitted by June 30, 2017.

WITNESS, that this Agreement was executed by the undersigned duly authorized representatives of the respective parties hereto, as of the date first above written.

**FARGO CASS PUBLIC HEALTH**

Ruth Roman  
Director of Public Health

6-28-17  
Date

\_\_\_\_\_  
Mayor, City of Fargo

\_\_\_\_\_  
Title

**STEELE COUNTY PUBLIC HEALTH  
DEPARTMENT**

Brittany Ness  
Name

Administrator  
Title

6/20/17  
Date

**TRAILL DISTRICT HEALTH UNIT**

Brenda Hallman  
Name

Administrator  
Title

6/20/17  
Date



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

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: JUNE 28, 2017**

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF HEALTH**  
**FOR FAMILY PLANNING DEPRESSION SCREENING PROGRAM FOR**  
**\$12,000**  
**CONTRACT NO. G17.142 CFDA N/A**

The attached contract for \$12,000 with the North Dakota Department of Health is to provide depression and suicide prevention services in the clinic.


No budget adjustment is necessary.

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

**Suggested Motion:**

Move to approve the contract with North Dakota Department of Health to provide depression screening.

RR/LA  
Enclosure

|  |  |  |                                       |  |  |
|--|--|--|---------------------------------------|--|--|
|    |  | <b>NOTICE OF GRANT AWARD</b><br>SFN 53771 (1-2016)   |                                       | <b>NORTH DAKOTA DEPT. OF HEALTH (NDDoH)</b><br>600 E BOULEVARD AVE, DEPT. 301<br>BISMARCK, ND 58505-0200 |  |
| <b>GRANT NUMBER</b>  | <b>CFDA NAME</b>   | <b>CFDA NUMBER</b>   | <b>START DATE</b>                     | <b>END DATE</b>  |  |
| G17.142  | #N/A   | Not applicable   | 7/1/2017                              | 6/30/2018  |  |
| <b>FEDERAL AWARD DATE</b>  | <b>FEDERAL AWARDING AGENCY</b>   | <b>FAIN NUMBER</b>   | <b>GRANT TYPE: PROGRAM or R&amp;D</b> |  |  |
| Not applicable   | #N/A   | Not applicable   | Program                               |  |  |
| <b>THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.</b>  |  |  |                                       |  |  |
| <b>TITLE OF PROJECT/PROGRAM</b>  | <b>NDDoH PROJECT CODE</b>  |  |                                       |  |  |
| Family Planning Depression Screening   | 4551 HL 128419 01  |  |                                       |  |  |
| <b>GRANTEE NAME</b>  | <b>PROJECT DIRECTOR</b>  |  |                                       |  |  |
| Fargo Cass Public Health   | Alison Traynor   |  |                                       |  |  |
| <b>ADDRESS</b>   | <b>ADDRESS</b>   |  |                                       |  |  |
| 1240 25th St. S  | 600 E Boulevard Ave. Dept. 301   |  |                                       |  |  |
| <b>CITY/STATE/ZIP</b>  | <b>CITY/STATE/ZIP</b>  |  |                                       |  |  |
| Fargo, ND 58103  | Bismarck, ND 58505-0200  |  |                                       |  |  |
| <b>CONTACT NAME</b>  | <b>CONTACT NAME</b>  |  |                                       |  |  |
| Vanessa Gunning  | Alison Traynor   |  |                                       |  |  |
| <b>TELEPHONE NUMBER</b>  | <b>TELEPHONE NUMBER</b>  |  |                                       |  |  |
| 701.241.1360   | 701.328.4580   |  |                                       |  |  |
| <b>EMAIL</b>   | <b>EMAIL</b>   |  |                                       |  |  |
|  | atraynor@nd.gov  |  |                                       |  |  |
| <b>Amount Awarded</b>  | <b>NDDoH Cost Share</b>  |  | <b>Total Costs</b>                    |  |  |
| \$12,000   | \$0  |  | \$12,000                              |  |  |
| <b>Previous Funds Awarded</b>  | \$0  |  | \$0                                   |  |  |
| <b>Total Funds Awarded</b>   | \$12,000   |  | \$12,000                              |  |  |
| Grantee will continue to implement a policy to routinely screen patients for depression and suicidal thoughts using the Patient Health Questionnaire (PHQ)-2 or PHQ-9. Grantee will provide suicide prevention screening for the Family Planning Program clients. Grantee will offer interventions on a tiered system from physician intervention, referral options for the patient to the National Suicide Prevention Lifeline, or referrals to a licensed social worker for additional assessment. Scores on the PHQ-2, PHQ-9 and referral information will be entered into the Ahler's system. Project will follow the North Dakota Family Planning Program's Policy and Procedure and Protocol manuals regarding depression screening. |  |  |                                       |  |  |
| <b>SCOPE OF SERVICE</b>  |  |  |                                       |  |  |
| Expenditure and progress reports are due by the 15th of each month to the Suicide Prevention Program Director. Progress reports must include the number of completed PHQ-2 and PHQ-9; a breakdown of the types of referrals; and any barriers for patient referrals.   |  |  |                                       |  |  |
| <b>REPORTING REQUIREMENTS</b>  |  |  |                                       |  |  |
| The final expenditure report for the period ending June 30, 2018 must be received by July 13, 2018.  |  |  |                                       |  |  |
| Reimbursement will be processed upon Department approval of expenditure and progress reports.  |  |  |                                       |  |  |
| <b>INDIRECT RATE (check one)</b>   | _____ x _____ Subrecipient waived indirect costs<br>_____ De minimis rate of 10% |  | Negotiated/Approved rate of _____ %   |  |  |
| Grantee will be reimbursed at \$8 per case/client visit x 1,500 cases.   |  |  |                                       |  |  |
| <b>SPECIAL CONDITIONS</b>  |  |  |                                       |  |  |
| 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] and (2) applicable State and Federal regulations.  |  |  |                                       |  |  |
| <b>EVIDENCE OF GRANTEE'S ACCEPTANCE</b>  |  |  | <b>EVIDENCE OF NDDoH ACCEPTANCE</b>   |  |  |
| DATE<br><b>6-27-17</b>   | SIGNATURE<br><i>Ruth Roman</i>   | DATE   | SIGNATURE                             |  |  |
| TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE<br>Ruth Roman, Director of Public Health   |  | TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE<br>Deanna Askew, Director, Division of Injury Prevention and Control |                                       |  |  |
| DATE   | SIGNATURE  | DATE   | SIGNATURE                             |  |  |
| TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE<br>Timothy J. Mahoney, Mayor, City of Fargo  |  | TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE<br>Amy Smith, Deputy State Health Officer                            |                                       |  |  |
| 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.  |  |  |                                       |  |  |



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

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: JUNE 28, 2017**

**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA**  
**DEPARTMENT OF HEALTH FOR STATE AIDE FOR REGIONAL**  
**ENVIRONMENTAL SERVICES (\$80,000)**  
**CONTRACT NUMBERS: N/A**

The following Notice of Grant Award with the North Dakota Department of Health is for Regional Environmental Health Services – State Aid for \$80,000.


No budget adjustments are required for this contract.

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

**Suggested Motion:** Move to approve the contract for the State Aid Regional Environmental Services.

RR/LA  
Enclosures



|   |  |  |                              |   |   |   |
|---|--|--|------------------------------|---|---|---|
|   |  | NOTICE OF GRANT AWARD<br>FUNDING<br>SFN 59920 (1-2016) |                              | RESTRICTED  | NORTH DAKOTA DEPT. OF HEALTH (NDDoH)<br>600 E BOULEVARD AVE, DEPT. 301<br>BISMARCK, ND 58505-0200 |   |
| GRANT NUMBER  |  | CFDA NAME  |                              | CFDA NUMBER   | START DATE  | END DATE                                      |
| G17-185   |  | #N/A   |                              | N/A   | 7/1/2017  | 6/30/2019                                     |
| FEDERAL AWARD DATE  |  | FEDERAL AWARDING AGENCY                                |                              | FAIN NUMBER   | GRANT TYPE: PROGRAM or R&D  |   |
| N/A   |  | #N/A   |                              | N/A   | 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  |  | NDDoH PROJECT CODE                                     |                              |   |   |   |
| GRANTEE NAME  |  | 1151 HL124419-02                                       |                              |   |   |   |
| ADDRESS   |  | PROJECT DIRECTOR                                       |                              |   |   |   |
| 1240 25th Str. S.   |  | Kelly Nagel  |                              |   |   |   |
| CITY/STATE/ZIP  |  | ADDRESS  |                              |   |   |   |
| Fargo, ND 58103   |  | 600 East Blvd. Ave.                                    |                              |   |   |   |
| CONTACT NAME  |  | CITY/STATE/ZIP   |                              |   |   |   |
| Ruth Roman  |  | Bismarck, ND 58505-0200                                |                              |   |   |   |
| TELEPHONE NUMBER  |  | CONTACT NAME   |                              |   |   |   |
| 701.241.1360  |  | Kelly Nagel  |                              |   |   |   |
| EMAIL   |  | TELEPHONE NUMBER                                       |                              |   |   |   |
| rroman@cityoffargo.com  |  | 701.328.4596   |                              |   |   |   |
|   |  | EMAIL  |                              |   |   |   |
|   |  | kinagel@nd.gov   |                              |   |   |   |
|   |  | Total Costs  |                              |   |   |   |
| Amount Awarded  |  | \$80,000   |                              |   |   |   |
| Previous Funds Awarded  |  | \$0  |                              |   |   |   |
| Total Funds Awarded   |  | \$80,000   |                              |   |   |   |
| SCOPE OF SERVICE  |  |  |                              |   |   |   |
| Environmental Health Practitioner will provide general environmental health services in underserved areas of Grantee's service area in addition to the outlying counties of Steele, Traill, Ransom, Richland, and Sargent. General environmental health services include but are not limited to: 1) inspection of properties, sewer systems and swimming pools, 2) work with local authorities to develop and implement needed environmental health policies and ordinances, and 3) provide public information and education. |  |  |                              |   |   |   |
| REPORTING REQUIREMENTS  |  |  |                              |   |   |   |
| Grantee will submit quarterly expenditure and progress report within 45 days after the end of each quarter through the Department's Program Reporting System (PRS). Progress report will include the type and amount of services provided in specified counties.  |  |  |                              |   |   |   |
| INDIRECT RATE (check one)   |  | x Subrecipient waived indirect costs                   |                              | De minimis rate of 10%                                      |   | Negotiated/Approved rate of %                 |
|   |  |  |                              |   |   |   |
| SPECIAL CONDITIONS  |  |  |                              |   |   |   |
| Senate Bill 2004 (2017 Legislative Session) appropriated funding to the Department to provide state aid to local public health units. Quarterly payments will be processed to the Grantee during the grant period. The grant amount may be increased or decreased by amendment to this Notice of Grant Award dependent upon availability of funds provided to the Department.   |  |  |                              |   |   |   |
| 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 6-27-17  |  | SIGNATURE <i>Ruth Roman</i>                            |                              | DATE  |   | SIGNATURE                                     |
| TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE   |  | TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE          |                              | TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE               |   | TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE |
| Ruth Roman, Director of Public Health   |  | Ruth Roman, Director of Public Health                  |                              | Kelly Nagel, Director, Office of PH Systems and Performance |   |   |
| DATE  |  | SIGNATURE  |                              | DATE  |   | SIGNATURE                                     |
| TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE   |  | TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE          |                              | TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE               |   | TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE |
| Timothy J. Mahoney, Mayor, City of Fargo  |  | Timothy J. Mahoney, Mayor, City of Fargo               |                              | Avery Smith, Deputy State Health Officer                    |   |   |
| 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.   |  |  |                              |   |   |   |



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Fargo Cass Public Health

(12)

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

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: JUNE 20, 2017**

**RE: CONTRACTS TO PROVIDE ENVIRONMENTAL HEALTH SERVICES FOR RANSOM COUNTY PUBLIC HEALTH, SARGENT COUNTY DISTRICT HEALTH UNIT, STEELE COUNTY PUBLIC HEALTH, AND TRAILL DISTRICT HEALTH UNIT**

The attached contracts are to provide environmental health services for Ransom County Public Health, Sargent County District Health Unit, Steele County Public Health, and Traill District Health Unit.

No budget adjustments are required for these contracts.

Please feel free to call me at 1380 if you have questions.

**Suggested Motion:** Move to approve the contracts with Ransom County Public Health, Sargent County District Health Unit, Steele County Public Health, and Traill District Health Unit for environmental health services.

RR/LA  
Enclosures



**CONTRACT FOR PROVISION OF ENVIRONMENTAL HEALTH SERVICES  
FOR RANSOM COUNTY PUBLIC HEALTH DEPARTMENT BY  
FARGO CASS PUBLIC HEALTH**

Ransom County Public Health Department and Fargo Cass Public Health hereby enter into an contract in accordance with Sections 23-14-01.1 and 54-40-08, N.D.C.C., under which environmental health services will be provided by Fargo Cass Public Health (FCPH) throughout Ransom County. This contract will be effective January 1, 2017 through December 31, 2019. This contract is subject to annual renegotiation of fees and/or cancellation by either Ransom County Public Health Department (Unit) or Fargo Cass Public Health upon 90 day notice to the other by certified mail.

**NOW, THEREFORE**, it is hereby agreed between the parties as follows: FCPH will provide the expertise and staff necessary to review, inspect, analyze, permit, and enforce the various local, state, and federal statutes and regulations governing identified environmental health issues within Ransom County.

**PRIMARY ENVIRONMENTAL PROGRAMS COVERED:**

**On-Site Sewage Treatment Systems:** provide minimum standards and criteria for design, location, installation, operation, and maintenance of on-site sewage treatment systems (OSTS) as well as conduct inspections or evaluations to ensure compliance with applicable health standards and regulations.

**Recreational Aquatic Facilities:** Provide consultation and conduct health inspections to regulate the public health and safety concerning the use, design, operation, and maintenance of recreational aquatic facilities according to current regulations, rules, standards and/or practices.

**Nuisances:** Assist Ransom County with response and abatement for environmental complaints that qualify under applicable health, safety, public nuisance, or other statutes, regulations, or ordinances enacted in the public interest.

**Miscellaneous:** Provide consultation and professional direction for miscellaneous environmental issues that qualify for action under existing statutes, rules, and/or regulations to include specific requests from the Director of Ransom County Public Health Department.

WHEREFORE, the parties have duly caused their representatives to execute this contract on their behalf this 21<sup>st</sup> day of March, 2017.

**FARGO CASS PUBLIC HEALTH**

Ruth Roman  
Director of Public Health

\_\_\_\_\_  
Mayor  
City of Fargo

**RANSOM COUNTY PUBLIC HEALTH DEPARTMENT**

Brenna Weeth, RHIT  
Administrator

Sara J. Fudrych MPH, DVM  
Chairman  
Board of Health

**CONTRACT FOR PROVISION OF ENVIRONMENTAL HEALTH SERVICES  
FOR SARGENT COUNTY DISTRICT HEALTH UNIT BY  
FARGO CASS PUBLIC HEALTH**

Sargent County District Health Unit and Fargo Cass Public Health hereby enter into an contract in accordance with Sections 23-14-01.1 and 54-40-08, N.D.C.C., under which environmental health services will be provided by Fargo Cass Public Health (FCPH) throughout Sargent County. This contract will be effective January 1, 2017 through December 31, 2019. This contract is subject to annual renegotiation of fees and/or cancellation by either Sargent County District Health Unit (Unit) or Fargo Cass Public Health upon 90 day notice to the other by certified mail.

**NOW, THEREFORE**, it is hereby agreed between the parties as follows: FCPH will provide the expertise and staff necessary to review, inspect, analyze, permit, and enforce the various local, state, and federal statutes and regulations governing identified environmental health issues within Sargent County.

**PRIMARY ENVIRONMENTAL PROGRAMS COVERED:**

**On-Site Sewage Treatment Systems:** provide minimum standards and criteria for design, location, installation, operation, and maintenance of on-site sewage treatment systems (OSTS) as well as conduct inspections or evaluations to ensure compliance with applicable health standards and regulations.

**Recreational Aquatic Facilities:** Provide consultation and conduct health inspections to regulate the public health and safety concerning the use, design, operation, and maintenance of recreational aquatic facilities according to current regulations, rules, standards and/or practices.

**Nuisances:** Assist Sargent County with response and abatement for environmental complaints that qualify under applicable health, safety, public nuisance, or other statutes, regulations, or ordinances enacted in the public interest.

**Miscellaneous:** Provide consultation and professional direction for miscellaneous environmental issues that qualify for action under existing statutes, rules, and/or regulations to include specific requests from the Director of Sargent County District Health Unit.

**WHEREFORE**, the parties have duly caused their representatives to execute this contract on their behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

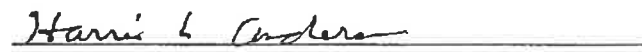
**FARGO CASS PUBLIC HEALTH**

  
\_\_\_\_\_  
Director of Public Health

\_\_\_\_\_  
Mayor  
City of Fargo

**SARGENT COUNTY DISTRICT HEALTH UNIT**

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Chairman  
Board of Health

**CONTRACT FOR PROVISION OF ENVIRONMENTAL HEALTH SERVICES  
FOR STEELE COUNTY PUBLIC HEALTH DEPARTMENT BY  
FARGO CASS PUBLIC HEALTH**

Steele County Public Health Department and Fargo Cass Public Health hereby enter into an contract in accordance with Sections 23-14-01.1 and 54-40-08, N.D.C.C., under which environmental health services will be provided by Fargo Cass Public Health (FCPH) throughout Steele County. This contract will be effective January 1, 2017 through December 31, 2019. This contract is subject to annual renegotiation of fees and/or cancellation by either Steele County Public Health Department (Unit) or Fargo Cass Public Health upon 90 day notice to the other by certified mail.

**NOW, THEREFORE**, it is hereby agreed between the parties as follows: FCPH will provide the expertise and staff necessary to review, inspect, analyze, permit, and enforce the various local, state, and federal statutes and regulations governing identified environmental health issues within Steele County.

**PRIMARY ENVIRONMENTAL PROGRAMS COVERED:**

**On-Site Sewage Treatment Systems:** provide minimum standards and criteria for design, location, installation, operation, and maintenance of on-site sewage treatment systems (OSTS) as well as conduct inspections or evaluations to ensure compliance with applicable health standards and regulations.

**Recreational Aquatic Facilities:** Provide consultation and conduct health inspections to regulate the public health and safety concerning the use, design, operation, and maintenance of recreational aquatic facilities according to current regulations, rules, standards and/or practices.

**Nuisances:** Assist Steele County with response and abatement for environmental complaints that qualify under applicable health, safety, public nuisance, or other statutes, regulations, or ordinances enacted in the public interest.

**Miscellaneous:** Provide consultation and professional direction for miscellaneous environmental issues that qualify for action under existing statutes, rules, and/or regulations to include specific requests from the Director of Steele County Public Health Department.

**WHEREFORE**, the parties have duly caused their representatives to execute this contract on their behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**FARGO CASS PUBLIC HEALTH**



Director of Public Health

\_\_\_\_\_  
Mayor  
City of Fargo

**STEELE COUNTY PUBLIC HEALTH DEPARTMENT**



Administrator



Chairman  
~~Board of Health~~  
Commissioner

**CONTRACT FOR PROVISION OF ENVIRONMENTAL HEALTH SERVICES  
FOR TRAILL DISTRICT HEALTH UNIT BY  
FARGO CASS PUBLIC HEALTH**

Trail District Health Unit and Fargo Cass Public Health hereby enter into an contract in accordance with Sections 23-14-01.1 and 54-40-08, N.D.C.C., under which environmental health services will be provided by Fargo Cass Public Health (FCPH) throughout Traill County. This contract will be effective January 1, 2017 through December 31, 2019. This contract is subject to annual renegotiation of fees and/or cancellation by either Traill District Health Unit (Unit) or Fargo Cass Public Health upon 90 day notice to the other by certified mail.

**NOW, THEREFORE**, it is hereby agreed between the parties as follows: FCPH will provide the expertise and staff necessary to review, inspect, analyze, permit, and enforce the various local, state, and federal statutes and regulations governing identified environmental health issues within Traill County.

**PRIMARY ENVIRONMENTAL PROGRAMS COVERED:**

**On-Site Sewage Treatment Systems:** provide minimum standards and criteria for design, location, installation, operation, and maintenance of on-site sewage treatment systems (OSTS) as well as conduct inspections or evaluations to ensure compliance with applicable health standards and regulations.

**Recreational Aquatic Facilities:** Provide consultation and conduct health inspections to regulate the public health and safety concerning the use, design, operation, and maintenance of recreational aquatic facilities according to current regulations, rules, standards and/or practices.

**Nuisances:** Assist Traill County with response and abatement for environmental complaints that qualify under applicable health, safety, public nuisance, or other statutes, regulations, or ordinances enacted in the public interest.

**Miscellaneous:** Provide consultation and professional direction for miscellaneous environmental issues that qualify for action under existing statutes, rules, and/or regulations to include specific requests from the Director of Traill District Health Unit.


**WHEREFORE**, the parties have duly caused their representatives to execute this contract on their behalf this 1 day of March, 2017.


**FARGO CASS PUBLIC HEALTH**

  
\_\_\_\_\_  
Director of Public Health

\_\_\_\_\_  
Mayor  
City of Fargo

**TRAILL DISTRICT HEALTH UNIT**

  
\_\_\_\_\_  
Administrator

  
\_\_\_\_\_  
Chairman  
Board of Health





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Fargo Cass Public Health

(13)

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

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: JUNE 27, 2017**


**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA**  
**DEPARTMENT OF HEALTH FOR LOCAL PUBLIC HEALTH UNIT**  
**TOBACCO PREVENTION AND CONTROL PROGRAM FOR**  
**\$132,153**  
**CONTRACT NO. G17-114 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 \$132,153.

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<br>SFN 53771 (1-2016)    |                            | NORTH DAKOTA DEPT. OF HEALTH (NDDoH)<br>600 E BOULEVARD AVE, DEPT. 301<br>BISMARCK, ND 58505-0200 |  |
| GRANT NUMBER   | CFDA NAME               | CFDA NUMBER                                    | START DATE                 | END DATE  |  |
| G17.114  | Not applicable          | Not applicable                                 | 7/1/2017                   | 9/30/2017   |  |
| FEDERAL AWARD DATE   | FEDERAL AWARDING AGENCY | FAIN NUMBER                                    | GRANT TYPE: PROGRAM or R&D |   |  |
| Not applicable   | Not applicable          | 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   |                         | NDDoH PROJECT CODE                             |                            |   |  |
| Local Public Health Unit Tobacco Prevention and Control Program  |                         | 4571 HL 124919 75                              |                            |   |  |
| GRANTEE NAME   |                         | PROJECT DIRECTOR                               |                            |   |  |
| Fargo Cass Public Health   |                         | Neil Charvat                                   |                            |   |  |
| ADDRESS  |                         | ADDRESS  |                            |   |  |
| 1240 25th St S   |                         | 600 E Boulevard Ave, Dept 301                  |                            |   |  |
| CITY/STATE/ZIP   |                         | Bismarck, ND 58505                             |                            |   |  |
| CONTACT NAME   |                         | CONTACT NAME                                   |                            |   |  |
| Ruth Roman   |                         | Neil Charvat                                   |                            |   |  |
| TELEPHONE NUMBER   |                         | TELEPHONE NUMBER                               |                            |   |  |
| 701-241-1380   |                         | 701-328-3344                                   |                            |   |  |
| EMAIL  |                         | EMAIL  |                            |   |  |
| rroman@cdhfargo.com  |                         | njcharvat@nd.gov                               |                            |   |  |
| Amount Awarded   |                         | Grantee Cost Share                             |                            |   |  |
| \$132,153  |                         | \$0  |                            |   |  |
| Previous Funds Awarded   |                         | \$0  |                            |   |  |
| Total Funds Awarded  |                         | \$132,153                                      |                            |   |  |
| Grantee will implement Tobacco Prevention and Control Program (TPCP) services in accordance with Grantee's TPCP work plan and budget as approved by the NDDoH. Grantee will follow the Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs 2014 to conduct TPCP services within its service area.   |                         |  |                            |   |  |
| SCOPE OF SERVICE   |                         |  |                            |   |  |
| Grantee must submit a request for reimbursement monthly on the Program Reporting System (PRS) by the 15th of the following month. Grantee will provide a progress report of activities completed as described in the TPCP approved work plan (on PRS or another reporting method as determined by the NDDoH) by October 16, 2017. Reimbursement will be processed upon NDDoH approval of request for reimbursements.   |                         |  |                            |   |  |
| REPORTING REQUIREMENTS   |                         |  |                            |   |  |
| Grantee will hold a TPCP strategic planning meeting in Bismarck on July 26, 2017 (with selected Grantees identified at a later date) and July 27, 2017 (with all Grantees). The objective of the TPCP strategic planning meeting is to revise and refine the current North Dakota State Plan for Comprehensive Tobacco Prevention and Control (State Plan). Grantee is expected to participate in the TPCP strategic planning meeting and provide input to update and maintain the State Plan. |                         |  |                            |   |  |
| INDIRECT RATE (check one)  |                         | x  |                            | De minimis rate of 10%  |  |
|  |                         |  |                            | Negotiated/Approved rate of %   |  |
| SPECIAL CONDITIONS   |                         |  |                            |   |  |
| 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 6-27-17   |                         | SIGNATURE Ruth Roman                           |                            | DATE  |  |
| TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE  |                         | Ruth Roman, Director, Fargo Cass Public Health |                            | TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE   |  |
| DATE   |                         | SIGNATURE                                      |                            | DATE  |  |
| TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE  |                         | Timothy J. Mahoney, Mayor, City of Fargo       |                            | TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE   |  |
| 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.  |                         |  |                            |   |  |



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

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: JUNE 27, 2017**

**RE: NOTICE OF GRANT AWARD FROM NORTH DAKOTA**  
**DEPARTMENT OF HEALTH FOR STATE AID TO LOCAL**  
**PUBLIC HEALTH UNITS (\$1,015,336)**  
**CONTRACT NUMBER: N/A**

The following Notice of Grant Award with the North Dakota Department of Health is for State Aid to Local Public Health Units for \$1,015,336.


The following budget adjustment decrease is required for this contract.

2017 Revenue:  
State Aid (Decrease)      101-0000-335-85-06      \$(51,583)

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

**Suggested Motion:** Move to approve the contract for the Local Public Health Units.

RR/LA  
Enclosures

|   |  |   |  |
|---|--|---|--|
|   | <b>NOTICE OF GRANT AWARD FUNDING</b><br>SFN 59920 (1-2016)       | <b>RESTRICTED</b>   | <b>NORTH DAKOTA DEPT. OF HEALTH (NDDoH)</b><br>600 E BOULEVARD AVE, DEPT. 301<br>BISMARCK, ND 58505-0200 |
| <b>GRANT NUMBER</b><br>G17.155  | <b>CFDA NAME</b><br>#N/A   | <b>CFDA NUMBER</b><br>N/A   | <b>START DATE</b><br>7/1/2017  |
| <b>FEDERAL AWARD DATE</b><br>N/A  | <b>FEDERAL AWARDING AGENCY</b><br>#N/A                           | <b>FAIN NUMBER</b><br>N/A   | <b>END DATE</b><br>6/30/2019   |
| <b>THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.</b>   |  |   |  |
| <b>TITLE OF PROJECT/PROGRAM</b><br>State Aid to Local Public Health Units   | <b>NDDoH PROJECT CODE</b><br>1151 HL124419-01                    |   |  |
| <b>GRANTEE NAME</b><br>Fargo Cass Public Health   | <b>PROJECT DIRECTOR</b><br>Kelly Nagel                           |   |  |
| <b>ADDRESS</b><br>1240 25th Str. S.<br>Fargo, ND 58103  | <b>ADDRESS</b><br>600 East Blvd. Ave.<br>Bismarck, ND 58505-0200 |   |  |
| <b>CITY/STATE/ZIP</b><br>Ruth Roman   | <b>CITY/STATE/ZIP</b><br>Kelly Nagel                             |   |  |
| <b>CONTACT NAME</b><br>701.241.1360   | <b>CONTACT NAME</b><br>701.328.4596                              |   |  |
| <b>TELEPHONE NUMBER</b><br>rroman@cityoffargo.com   | <b>TELEPHONE NUMBER</b><br>klnagel@nd.gov                        |   |  |
| <b>EMAIL</b>  | <b>EMAIL</b>   |   |  |
| <b>Amount Awarded</b><br>\$1,015,336  | <b>Grantee Cost Share</b><br>\$0                                 | <b>Total Costs</b><br>\$1,015,336   |  |
| <b>Previous Funds Awarded</b><br>\$0  | <b>Grantee Cost Share</b><br>\$0                                 | <b>Total Costs</b><br>\$0   |  |
| <b>Total Funds Awarded</b><br>\$1,015,336   | <b>Grantee Cost Share</b><br>\$0                                 | <b>Total Costs</b><br>\$1,015,336   |  |
| Grantee will provide public health services in accordance with North Dakota Century Code 23-35. Grantee will assure the provision of comprehensive programming which includes: communicable disease, chronic disease, injury prevention, environmental health, maternal child and family health, and access to and linkage with clinical care.  |  |   |  |
| <b>SCOPE OF SERVICE</b>   |  |   |  |
| Grantee will submit quarterly expenditure and progress report within 45 days after the end of each quarter through the Department's Program Reporting System (PRS).   |  |   |  |
| <b>REPORTING REQUIREMENTS</b>   |  |   |  |
| <b>INDIRECT RATE (check one)</b>  | x Subrecipient waived indirect costs                             | De minimis rate of 10%  | Negotiated/Approved rate of %  |
| Senate Bill 2004 (2017 Legislative Session) appropriated funding to the Department to provide state aid to local public health units. Quarterly payments will be processed to the Grantee during the grant period. The grant amount may be increased or decreased by amendment to this Notice of Grant Award dependent upon availability of funds provided to the Department.   |  |   |  |
| <b>SPECIAL CONDITIONS</b>   |  |   |  |
| 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. |  |   |  |
| <b>EVIDENCE OF GRANTEE'S ACCEPTANCE</b>   |  | <b>EVIDENCE OF NDDoH ACCEPTANCE</b>   |  |
| DATE 6/28/2017  | SIGNATURE Ruth Roman   | DATE  | SIGNATURE  |
| <b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b><br>Ruth Roman, Director of Public Health   |  | <b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b><br>Kelly Nagel, Director, Office of PH Systems and Performance |  |
| DATE  | SIGNATURE  | DATE  | SIGNATURE  |
| <b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b><br>Timothy J. Mahoney, Mayor, City of Fargo  |  | <b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b><br>Arvy Smith, Deputy State Health Officer                     |  |
| 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.   |  |   |  |



(15)

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

**M E M O R A N D U M**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN**  
**DIRECTOR OF PUBLIC HEALTH**

**DATE: JUNE 28, 2017**

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF**  
**HUMAN SERVICES FOR SUBSTANCE ABUSE PREVENTION**  
**FOR \$29,167**  
**CONTRACT NO. #810-10630 CFDA NO. N/A**

This is a request to approve the attached 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:

**2017 Expense:**

|                   |                    |          |
|-------------------|--------------------|----------|
| Marketing         | 101-6035-451-34-20 | \$10,000 |
| Contract Services | 101-6035-451-38-11 | \$ 2,000 |
| General Supplies  | 101-6035-451-61-40 | \$ 500   |

**2017 Revenue:**

|             |                    |          |
|-------------|--------------------|----------|
| SPF-Opioids | 101-0000-331-12-50 | \$29,167 |
|-------------|--------------------|----------|

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 #810-10630

## PURCHASE OF SERVICE AGREEMENT

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

City of Fargo (Vendor), 1240 25<sup>th</sup> St. S, Fargo, ND 58103-2367, proposes to provide those services.

State and Vendor therefore enter into the following:

### 1. TERM OF THE AGREEMENT

This Agreement runs from June 1, 2017, through September 30, 2017. This Agreement will not automatically renew.

### 2. SCOPE OF SERVICE

Vendor shall implement evidence-based substance abuse prevention strategies, following the Strategic Prevention Framework (SPF) model.

Vendor shall identify a community coalition or workgroup to serve as the local advisory/work group to the community's prevention work.

Vendor shall implement at least three of the following strategies following specific requirements outlined in Attachment A, and as identified in the submitted and approved Implementation Plan:

1. Alternative Events
2. Education program (targeting parents, families and/or selective or indicated populations)
3. *Parents Lead* program implementation
4. Problem Identification and Referral
5. Responsible Beverage Service Training
6. *Speak Volumes* media/dissemination
7. *Lock. Monitor. TakeBack.* media/dissemination
8. Take Back Locations/Days

Strategies selected by Vendor must enhance, and not supplant, current substance abuse prevention efforts.

By June 30, 2017, Vendor shall submit an Implementation Plan for the three selected strategies to State, following the template provided by State.

By July 31, 2017, Vendor shall collaborate with the coalition and other key stakeholders in order to complete the Capacity Workbook provided and submit to State:

- Following State approval of the Capacity Workbook, Vendor shall implement the capacity-building efforts identified in the approved Capacity Workbook.

Vendor shall collaborate with existing substance abuse prevention organizations and programs in order to maximize benefit, avoid duplication and leverage, redirect and realign resources.

Vendor is required to participate in any Training and Technical Assistance (T/TA) opportunities provided by State. Vendor can request additional technical assistance or support to State at any time.

Vendor is required to submit monthly reports on or before the 10<sup>th</sup> of each month to State, following the template in Attachment B.

3. COMPENSATION

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 \$7,291.75. Total payment under this Agreement may not exceed \$29,167. Vendor shall submit its request for reimbursement to State monthly. Vendor shall submit its final payment request to State no later than 15 days after the expiration or termination of this Agreement.

4. TERMINATION

a. Termination by Mutual Agreement or Notice

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

b. Early Termination in the Public Interest

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

c. Termination for Lack of Funding or Authority

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

- 1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
- 2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this Agreement or are no longer eligible for the funding proposed for payments authorized by this Agreement.

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

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

d. Termination for Cause

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

- 1) If Vendor fails to provide services required by this Agreement within the time specified or any extension agreed to by State; or
- 2) If Vendor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms.

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

5. NONPERFORMANCE

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

6. FORCE MAJEURE

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

7. VENDOR'S UNDERSTANDING OF TERM OF FUNDING

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

8. VENDOR ASSURANCES

This Agreement will be construed according to the laws of the state of North Dakota. In connection with furnishing supplies or performing work under this Agreement, persons who contract with or receive funds to provide services to State



are obligated and agree to comply with all local, state, and federal laws, regulations, and executive orders related to the performance of this Agreement, including the following: Fair Labor Standards Act, Equal Pay Act of 1963, Titles VI and VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the North Dakota Human Rights Act, the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970, the Drug Abuse Prevention, Treatment, and Rehabilitation Act of 1970, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Drug-Free Workplace Act of 1988, the Americans with Disabilities Act of 1990, Alcohol, Drug Abuse, and Mental Health Administration Reorganization Act of 1992, and the Pro-Children Act of 1994.

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

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

9. AUTHORITY TO CONTRACT

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

10. INDEPENDENT ENTITY

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

11. INDEMNITY

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

12. INSURANCE

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

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$500,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements.

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

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

13. NOTICE

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

City of Fargo  
1240 25<sup>th</sup> St. S  
Fargo, ND 58103-2367

OR

ND Department of Human Services  
Behavioral Health Division  
1237 W. Divide Avenue, Suite 1C  
Bismarck, ND 58501

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

14. INTEGRATION, MODIFICATION, AND CONFLICT IN DOCUMENTS

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

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

15. SEVERABILITY

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

16. APPLICABLE LAW AND VENUE

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

17. ASSIGNMENT

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

18. SPOILIATION – PRESERVATION OF EVIDENCE

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

19. WORKS FOR HIRE

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

Vendor hereby assigns and transfers all its right, title, and interest therein to State. Vendor shall execute all necessary documents to enable State to protect State's intellectual property rights under this section.

20. WORK PRODUCT, EQUIPMENT, AND MATERIALS

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

21. CONFIDENTIAL INFORMATION

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

22. COMPLIANCE WITH PUBLIC RECORDS LAWS

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

23. ATTORNEY FEES

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

24. ALTERNATIVE DISPUTE RESOLUTION – JURY TRIAL

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

25. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Vendor shall comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. Vendor shall timely file all required

reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums. Vendor also shall have and keep current at all times during the term of this Agreement all licenses and permits required by law.

26. ACCESS TO BOOKS AND RECORDS

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

CITY OF FARGO

By Ruth Roman 6/28/17

By \_\_\_\_\_ DATE

Its Director of Public Health

Its Mayor, City of Fargo

45-6002069  
Vendor's Federal Taxpayer Identification Number

STATE OF NORTH DAKOTA

NORTH DAKOTA DEPARTMENT OF HUMAN SERVICES

By \_\_\_\_\_  
PAMELA SAGNESS, DIRECTOR  
BEHAVIORIAL HEALTH DIVISION DATE

By \_\_\_\_\_  
CHERYL FITZGERALD  
CONTRACT OFFICER  
Approved for form and content DATE



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

(16)

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

## M E M O R A N D U M

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: RUTH ROMAN  
DIRECTOR OF PUBLIC HEALTH**

**DATE: JUNE 28, 2017**

**RE: CONTRACT WITH THE NORTH DAKOTA DEPARTMENT OF  
HEALTH FOR INCREASING NORTH DAKOTA'S ADULT  
IMMUNIZATION RATES FOR \$10,000  
CONTRACT NO. G17.300 CFDA NO. 93.539**

This is a request to approve the attached Notice of Grant Award with the North Dakota Department of Health for Increasing North Dakota's Adult Immunization Rates.

The following budget adjustment is required for this contract:

**2017 Expense:**

|                    |                    |          |
|--------------------|--------------------|----------|
| Marketing          | 101-6020-451-34-20 | \$ 1,894 |
| Duplication/Copies | 101-6020-451-55-20 | \$ 1,639 |
| Office Supplies    | 101-6020-451-61-10 | \$ 1,467 |
| Postage            | 101-6020-451-61-50 | \$ 5,000 |


**2017 Revenue:**

|                          |                    |          |
|--------------------------|--------------------|----------|
| Immunization Adult Rates | 101-0000-331-12-51 | \$10,000 |
|--------------------------|--------------------|----------|

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

**Suggested Motion:** Move to approve the contract with the North Dakota Department of Health for Increasing North Dakota's Adult Immunization Rates.

RR/LA  
Enclosure

|  |   |   |                                    |  |                                      |  |  |
|--|---|---|------------------------------------|--|--------------------------------------|--|--|
|    |   | <b>NOTICE OF GRANT AWARD FUNDING</b><br>SFN 59920 (1-2016)  |                                    | <b>RESTRICTED</b>                                    |                                      | <b>NORTH DAKOTA DEPT. OF HEALTH (NDDoH)</b><br>600 E BOULEVARD AVE, DEPT. 301<br>BISMARCK, ND 58505-0200 |  |
| <b>GRANT NUMBER</b>  | <b>CFDA NAME</b>  |   | <b>CFDA NUMBER</b>                 | <b>START DATE</b>                                    | <b>END DATE</b>                      |  |  |
| G17.300  | PPHF Capacity Building Assistance to Strengthen Public Health Immunization Infrastructure and Performance financed in part by Prevention and Public Health Funds  |   | 93.539                             | 7/1/2017   | 6/30/2018                            |  |  |
| <b>FEDERAL AWARD DATE</b><br>3/1/2017  | <b>FEDERAL AWARDING AGENCY</b><br>Department Of Health And Human Services   |   | <b>FAIN NUMBER</b><br>NH23IP000764 | <b>GRANT TYPE: PROGRAM or R&amp;D</b><br>Program     |                                      |  |  |
| <b>THIS AWARD IS NOT EFFECTIVE AND EXPENDITURES RELATED TO THIS AWARD SHOULD NOT BE INCURRED UNTIL ALL PARTIES HAVE SIGNED THIS DOCUMENT.</b>  |   |   |                                    |  |                                      |  |  |
| <b>TITLE OF PROJECT/PROGRAM</b>  | Increasing North Dakota's Adult Immunization Rates  |   | <b>NDDoH PROJECT CODE</b>          | 2201 HLH4607-01 (PPHF)                               |                                      |  |  |
| <b>GRANTEE NAME</b>  | Fargo Cass Public Health  |   | <b>PROJECT DIRECTOR</b>            | Molly Howell   |                                      |  |  |
| <b>ADDRESS</b>   | 1240 25th St S  |   | <b>ADDRESS</b>                     | 2635 E. Main Ave                                     |                                      |  |  |
| <b>CITY/STATE/ZIP</b>  | Fargo, ND, 58103  |   | <b>CITY/STATE/ZIP</b>              | Bismarck, ND 58506                                   |                                      |  |  |
| <b>CONTACT NAME</b>  | Ruth Roman  |   | <b>CONTACT NAME</b>                | Andy Noble   |                                      |  |  |
| <b>TELEPHONE NUMBER</b>  | (701) 241-1360  |   | <b>TELEPHONE NUMBER</b>            | (701) 328-4557                                       |                                      |  |  |
| <b>EMAIL</b>   | roman@cityoffargo.com   |   | <b>EMAIL</b>                       | andoble@nd.gov                                       |                                      |  |  |
| <b>Amount Awarded</b>  | <b>NDDoH Cost Share</b>   |   | <b>Grantee Cost Share</b>          | <b>Total Costs</b>                                   |                                      |  |  |
|  | \$10,000  |   | \$0                                | \$10,000   |                                      |  |  |
| <b>Previous Funds Awarded</b>  | \$0   |   | \$0                                | \$0  |                                      |  |  |
| <b>Total Funds Awarded</b>   | \$10,000  |   | \$0                                | \$10,000   |                                      |  |  |
| <b>SCOPE OF SERVICE</b>  | Grantee will conduct activities to increase adult immunization rates, as outlined in the Department's funding opportunity announcement and Grantee's proposal. Funding may not be used to purchase vaccines or incentives (i.e., gift cards, food, plaques) or for research.  |   |                                    |  |                                      |  |  |
| <b>REPORTING REQUIREMENTS</b>  | Reimbursement must be requested within 30 days of submitting activity reports and at least quarterly. Expenditures for the period ending December 31, 2017 must be received by January 15, 2018. The final activity report and request for reimbursement for the period ending June 30, 2018 must be received by July 16, 2018. The final activity report must include adult immunization rates, post implementation of activities.   |   |                                    |  |                                      |  |  |
| <b>INDIRECT RATE (check one)</b>   | <input checked="" type="checkbox"/> Subrecipient waived indirect costs  |   | <b>De minimis rate of 10%</b>      |  | <b>Negotiated/Approved rate of %</b> |  |  |
| <b>SPECIAL CONDITIONS</b>  | Funding for this award is restricted to \$7,562.00 until such time as the Federal Award is received and processed by the Department. Financial obligation of the Department is contingent upon funds being made available by Health and Human Services. The Department will send notification to the Grantee when the restriction has been lifted. This notification serves as official documentation and should be filed with the Notice of Grant Award for documentation. |   |                                    |  |                                      |  |  |
| <b>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.</b> |   |   |                                    |  |                                      |  |  |
| <b>EVIDENCE OF GRANTEE'S ACCEPTANCE</b>  |   |   |                                    | <b>EVIDENCE OF NDDoH ACCEPTANCE</b>                  |                                      |  |  |
| DATE <u>6/28/2017</u>  |   | SIGNATURE <u>Ruth Roman</u>   |                                    | DATE   |                                      | SIGNATURE  |  |
| <b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b><br>Ruth Roman, Director of Public Health  |   | <b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b><br>Kirby Kruger, Section Chief, Medical Services |                                    | <b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b> |                                      | <b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b>   |  |
| DATE   |   | SIGNATURE   |                                    | DATE   |                                      | SIGNATURE  |  |
| <b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b><br>Timothy J. Mahoney, Mayor, City of Fargo   |   | <b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b><br>Brenda M. Weisz, CFO                          |                                    | <b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b> |                                      | <b>TYPED NAME/TITLE OF AUTHORIZED REPRESENTATIVE</b>   |  |
| 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.  |   |   |                                    |  |                                      |  |  |

(17)

July 3rd, 2017

To: City Commission

From: Tim Dirks, MLIS, MPA  
Director  
Fargo Public Library

The Fargo Public Library continues to strive to align its collections and services with the needs of the community. To ensure success in this regard, the Fargo Public Library requested capital monies to develop a strategic plan in fiscal year 2017. The library was directed to request these funds in midyear 2017. The Finance Committee has approved the request.

**Recommended motion:**

To approve a budget amendment to the 2017 capital budget line of the Fargo Public Library to a total amount of \$65,000.00 for the purpose of strategic planning.

**Attachments:**

Fargo Public Library 2017 Budget Narrative



## Fargo Public Library 2017 Budget

### **I. Background**

The 2017 budget for the Fargo Public Library was developed to position the library to meet the demands of a growing community. The crucial funding request for 2017 is the capital monies for the development of a new strategic plan. The library's current strategic plan was developed in 2011 and expires at the end of 2016. With the continued community growth and the fast paced changes in technology it is essential that the library have the opportunity to identify community needs and important trends to ensure the proper allocation of resources over the next planning period. The staffing requests are posited to ensure that key departments of the library keep pace with the demands being placed on them by the growth of services to the community.

### **II. Staffing Request For 2017**

#### **Fulltime Library Associate I Tech Services (Grade 4)**

The Technical Services Dept. is responsible for the receiving, processing and cataloging of all new items for our three locations. The department has the same staffing level as it had prior to the opening of the branches and new Main. The Library's collections have increased by 25% since 2007 and this has greatly increased the volume of items being processed by the Dept. The additional position will greatly improve the efficiency of the Dept. and the level of customer service by ensuring the timely movement of new items through processing. This position will have a high level of customer service impact for the organization. The estimated budgetary impact of the position for 2017 is **\$37,800.00**.

#### **Fulltime Library Outreach Associate (Grade 4)**

The Outreach Department's primary mission is bringing library services to homebound citizens and those residing in retirement and life care facilities. Currently the library's outreach services is primarily staffed by volunteers with only one fulltime and one part time staff person. In a Fargo Housing Study the senior population in the metro is going to grow by 40% by 2020 (See Attached). We have continued to receive requests for service from newer agencies and have had to wait until additional volunteers could be recruited. In 2015 we had to withdraw service from several agencies due to the lack of volunteers. It is essential that the library continues to meet this growing need. The estimated budgetary impact of the position for 2017 is **\$37,800.00**.

**III. General Operating Summary:****General Operating Line Item Amount Adjustments for Library Division 7010**

| <b>Line # 101-7010-463</b>   | <b>2016 Amount</b> | <b>Proposed<br/>Increase/Decrease</b> | <b>2017<br/>Amount</b> | <b>Reason</b>                          |
|------------------------------|--------------------|---------------------------------------|------------------------|--|
| 1400 PT Seasonal No Benefits | \$ 32,443.00       | \$ 7,557.00                           | \$ 40,000.00           | Per Hourly Wage Increase               |
| 3861 Security Services       | \$ 45,400.00       | \$ (10,000.00)                        | \$ 35,400.00           | Reduction of Coverage                  |
| 4321 Computer Equip Repair   | \$ 16,266.00       | \$ 2,000.00                           | \$ 18,266.00           | Scheduled Equip Replacement            |
| 5360 Other Communications    | \$ 4,000.00        | \$ (3,000.00)                         | \$ 1,000.00            | Based on 12 Month Look Back            |
| 6170 Books & Periodicals     | \$ 416,554.00      | \$ 43,000.00                          | \$ 459,554.00          | Increase Based on Strategic Plan Goals |
| <b>7010 Net:</b>             | <b>\$</b>          | <b><u>39,557.00</u></b>               |                        |  |

**General Operating Line Item Amount Adjustments for Library Division 7012**

| <b>Line # 101-7012-463</b> | <b>2016 Amount</b> | <b>Proposed<br/>Increase/Decrease</b> | <b>2017 Amount</b> | <b>Reason</b>               |
|----------------------------|--------------------|---------------------------------------|--------------------|-----------------------------|
| 3861 Security Services     | \$ 20,500.00       | \$ (20,500.00)                        | \$ -               | Cessation of Service        |
| 4321 Computer Equip Repair | \$ 5,000.00        | \$ 1,000.00                           | \$ 6,000.00        | Scheduled Equip Replacement |
| <b>7012 Net:</b>           | <b>\$</b>          | <b><u>(19,500.00)</u></b>             |                    |                             |

**General Operating Line Item Amount Adjustments for Library Division 7016**

| <b>Line # 101-7016-463</b> | <b>2016 Amount</b> | <b>Proposed<br/>Increase/Decrease</b> | <b>2017<br/>Amount</b> | <b>Reason</b>             |
|----------------------------|--------------------|---------------------------------------|------------------------|---------------------------|
| 4410 Land & Building Rents | \$ 56,196.00       | \$ 2,844.00                           | \$ 59,040.00           | Based on 12 Month Average |
| <b>7016 Increase:</b>      | <b>\$</b>          | <b><u>2,844.00</u></b>                |                        |                           |

**Aggregate Net: \$ 22,901.00**

#### **IV. Capital Outlay 2017**

##### ***101-8550-510-77-16 Library Capital***

Community Research Driven Strategic Planning:     **\$65,000.00**

Replacement of three self-check stations:                 **\$35,000.00**

#### **V. Revenues 2017**

##### ***101-0000-351-2001 Library Fines/Fees***

Based on the last 12 months of activity, it is posited at **\$100,000.00**

##### ***101-0000-335-7000 State Library Aid***

Based on communication from the State Library, it is estimated at **\$158,000.00**

##### ***101-0000-361-6108 Library Misc. Revenue***

Based on the last 12 months of activity, it is posited at **\$8,000.00**

#### **VI. Identified 2018 Capital Outlay Requests**

Replacement of Security Gates Main                         **\$41,000.00**

Lighting Upgrade for Main & Carlson                         **\$64,070.00**

#### **VII. Identified Future Capital Outlay**

Dr. James Carlson Shelving                                     **\$24,000.00**

Replacement of three self-check stations:                 **\$35,000.00**

#### **Attachments:**

Fargo Housing Study 2015 Draft page 2

June 29, 2017

18

**MEMORANDUM**

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**To:** Board of City Commissioners  
**From:** Bruce P. Grubb, City Administrator  
**Re:** Cass Rural Water Users District – First Amendment to Agreement and Release

---

The City of Fargo (City) and Cass Rural Water Users District (CRWUD) entered into an Agreement and Release on November 1, 2001, whereby CRWUD agreed to purchase water from the City. The City and CRWUD are also members of the Lake Agassiz Water Authority which plans to purchase Missouri River water from the Garrison Diversion Conservancy District (GDCCD) under the Red River Valley Water Supply project.

In June of 2016, the Cities of Fargo and West Fargo entered a regional water service agreement whereby West Fargo was given a wholesale water rate of \$3.25 per thousand gallons and Fargo agreed to nominate for a sufficient supply of water to meet both Fargo and West Fargo needs. Fargo would recoup the cost of West Fargo's portion of the water supply nomination through an increase in the wholesale water rate. As such, it is the desire of the City and CRWUD to adopt similar terms in an attempt to standardize the terms for all regional customers of the Fargo water system.

A summary of the modifications is shown below:

- **Wholesale Water Rate.**  
Similar to West Fargo, CRWUD will receive a wholesale rate of \$3.25 per thousand gallons until December 1, 2020. Thereafter, the parties will meet and negotiate in good faith to establish an appropriate wholesale rate every four years.
- **Red River Valley Water Supply Nomination.**  
Similar to West Fargo, the City will nominate for a sufficient supply of water to meet both Fargo and CRWUD needs. Fargo would recoup the cost of CRWUD's portion of the water supply nomination through an increase in the wholesale water rate.

Your consideration in this matter is greatly appreciated.

**Suggested Motion:**

Approve the attached First Amendment to Agreement and Release with CRWUD related to the wholesale water rate and nomination for water under the Red River Valley Water Supply Project.

C: Michael Redlinger, Assistant City Administrator  
Kent Costin, Finance Director  
Nancy Morris, Assistant City Attorney  
Jerry Blomeke, CRWUD  
Sean Fredricks, CRWUD Attorney

## **FIRST AMENDMENT TO AGREEMENT AND RELEASE**

THIS FIRST AMENDMENT is by the City of Fargo, North Dakota, a North Dakota municipal corporation (the "City"); and Cass Rural Water Users District, a North Dakota political subdivision (the "District").

### **RECITALS**

A. The City and the District previously entered into an AGREEMENT AND RELEASE dated November 1, 2001 (the "Agreement"), under which the parties agreed to the City's sale of treated water to the District; attached as **Exhibit A** is a copy of the Agreement.

B. The City and the District are both members of the Lake Agassiz Water Authority ("LAWA"), a North Dakota political subdivision; LAWA plans to purchase water from the Garrison Diversion Conservancy District ("GDCCD") for purposes of a project commonly known as the Red River Valley Water Supply project (the "RRVWS Project").

C. If the RRVWS Project proceeds, all members of LAWA will have to nominate for their respective water supply needs to reserve capacity in the RRVWS Project pipeline; the City has agreed to include the District's water supply needs in its nomination to LAWA, and the parties wish to amend the Agreement to include the parties' agreement regarding LAWA nominations, subject to the terms and conditions contained in this First Amendment.

D. The parties also wish to modify the terms of the City's sale of treated water to the District at the City's wholesale water rate, all subject to the terms and conditions contained in this First Amendment.

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

### **AGREEMENT**

1. **Interpretation.** This First Amendment modifies and supplements the Agreement. Wherever a conflict exists between this First Amendment and the Agreement, the provisions of this First Amendment will control. Except as modified and supplemented in this First Amendment, the Agreement is in full force and effect.

2. **Wholesale Water Rate.** The City will continue to sell water to the District upon the District's request from the City's presently permitted source water supplies. The City's current wholesale rate is \$3.25 per thousand gallons of treated water, and the City's sale of water to the District will remain at that rate until December 1, 2020. The parties will meet before December 1, 2019, to negotiate, in good faith, an appropriate wholesale rate for the subsequent four-year term. Thereafter the parties will meet and negotiate in good faith at least one year prior to the expiration of each four year rate period to establish an appropriate wholesale rate for each subsequent four-year period. The parties agree the City's wholesale rate includes the costs for

***First Amendment to Agreement and Release  
City of Fargo  
Cass Rural Water Users District***

**Page 2**

water supply, treatment, and transmission to the District, and does not include any costs associated with the City's distribution of water to the City's residents. The City will provide the District with supporting documentation justifying the City's wholesale water rate. This Section 2 in this First Amendment amends and replaces Section 4 in the Agreement in its entirety.

3. **RRVWS Project Nominations.** If the RRVWS Project proceeds and the members of LAWA must submit water nominations to reserve capacity to meet their future water supply needs, the District will notify the City of the District's nomination amount and the City will submit a nomination to LAWA or GDCD that meets the water supply needs of both the City and the District. The City and the District will include the District's local share of the costs of the District's nomination (the "District RRVWS Cost") in the wholesale water rate regarding the City's sales of water to the District under Section 2 of this First Amendment; the parties will consider and include the District RRVWS Cost as a component of the City's wholesale rate when negotiating the four year rate period following the City's execution of a LAWA Participation Agreement or other agreement that identifies the City's costs associated with the RRVWS, including the District RRVWS Cost.

4. **Term.** The parties' obligations under this First Amendment will commence upon the date of execution by the last party to sign. The parties may only terminate the Agreement or this First Amendment upon mutual agreement of both parties. Any termination of the Agreement or this First Amendment will be without prejudice to any obligations or liabilities of either party already accrued prior to termination. Any termination of the Agreement

5. **Assignment.** Neither party may transfer or assign this First Amendment or the Agreement, nor any rights or obligations under either of the two documents, without the express written consent of the other party.

6. **Amendments.** Any modifications or amendments to this First Amendment, or to the Agreement, must be in writing and signed by both parties.

7. **Severability.** If any Court of competent jurisdiction declares any provision or part of the Agreement or of this First Amendment invalid or unenforceable, all remaining terms and provisions of the Agreement and of this First Amendment will remain binding and enforceable; however, the parties will reconvene good faith negotiations and will reform or replace any invalid, illegal, or unenforceable provision or portion of the Agreement or of this First Amendment with an alternative provision that is enforceable and bears as close resemblance as possible to any provision determined invalid, illegal, or unenforceable.

***First Amendment to Agreement and Release  
City of Fargo  
Cass Rural Water Users District***

**Page 3**

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

9. **Interpretation.** This First Amendment will be construed as if prepared by both parties.

10. **Effective Date.** This First Amendment will become effective on the date of execution by the last party to sign.

(Signatures appear on the following pages.)

***First Amendment to Agreement and Release  
City of Fargo  
Cass Rural Water Users District***

**Page 4**

**CASS RURAL WATER  
USERS DISTRICT**

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Jon Zuther, President

**ATTEST:**

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Barry Bowman, Secretary

Date: \_\_\_\_\_, 2017



***First Amendment to Agreement and Release  
City of Fargo  
Cass Rural Water Users District***

**Page 5**

CITY OF FARGO

By: \_\_\_\_\_  
Tim Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, Auditor

Date: \_\_\_\_\_, 2017

*First Amendment to Agreement and Release*  
*City of Fargo*  
*Cass Rural Water Users District*

**Page 6**

**EXHIBIT A**

**AGREEMENT AND RELEASE**

June 29, 2017

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**MEMORANDUM**

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**To:** Board of City Commissioners  
**From:** Bruce P. Grubb, City Administrator  
**Re:** Northland Hospitality – Amendment No. 1 to Right of Entry to Construct and Lease Agreement

---

As you may recall, on August 29, 2016, the City Commission approved a Right of Entry to Construct and Lease Agreement (Agreement) with Northland Hospitality, LLC (Northland). The purpose of the Agreement was to provide staff and customer parking for the new City Hall which is scheduled for completion in the spring of 2018. The new City Hall will include 84 underground parking stalls on the lower level which will not meet the need for staff and customer parking. Therefore, the Agreement included an additional 110 underground parking stalls and 111 outdoor surface stalls to be constructed as part of Northland's City Centre Lofts project.

During construction of the City Centre Lofts project, some disruption of the leased parking area may occur. At the same time, there are City construction projects scheduled on both 3<sup>rd</sup> and 4<sup>th</sup> Avenues which could restrict Northland's access to their construction site. The attached Amendment No. 1 addresses issues of site access and disruption of the leased parking area, public right of way and Northland construction site. Amendment No. 1 also includes both abandonment of old utility easements and creation of new utility easements.

The basic terms included under Amendment No. 1 are as follows:

- The Right of Entry will continue to govern the party's obligations until completion of the Northland construction project.
- Temporary disruptions of the leased parking area and Northland's right to access their construction site.
- Termination of old utility easements and creation of new utility easements.

Your consideration in this matter is greatly appreciated.

**Suggested Motion:**

Approve the attached Amendment No. 1 to Right of Entry to Construct and Lease Agreement with Northland Hospitality, LLC, for site accessibility and easement purposes.

C: Michael Redlinger, Assistant City Administrator  
Kent Costin, Finance Director  
Erik Johnson, City Attorney  
Kevin Hall, Northland Hospitality

**AMENDMENT NO. 1  
TO  
RIGHT OF ENTRY TO CONSTRUCT AND LEASE AGREEMENT**

**THIS AMENDMENT** is entered into this \_\_\_\_ day of July, 2017 (the "Effective Date"), between **Northland Hospitality, LLC** as Lessor and the **City of Fargo** as Lessee.

**WHEREAS**, Lessor, Lessee, and Cass County Joint Water Resource District ("CCJWRD") executed a Right of Entry to Construct and Lease Agreement dated August 29, 2016 (the "Right of Entry"); and

**WHEREAS**, pursuant to the Right of Entry, Lessee entered upon and constructed a Temporary Parking Lot on the Property; and

**WHEREAS**, pursuant to the Right of Entry, Lessor leased the Property to Lessee for an initial term of ten (10) years commencing January 1, 2017, and Lessee has been, and continues to, operate and maintain the Temporary Parking Lot on the Property pursuant to the Right of Entry; and

**WHEREAS**, Lessor as Landlord and Lessee as Tenant executed a Lease Agreement dated May \_\_\_\_, 2017, wherein Lessor/Landlord agreed to lease to Lessee/Tenant the Premises (which includes the Property) for a period of twenty-five (25) years commencing June 30, 2018, or upon completion of the Landlord Work (as defined therein) whichever occurs first, subject to certain contingencies (the "Lease"); and

**WHEREAS**, Lessor/Landlord and Lessee/Tenant desire to clarify and confirm the applicability of the Right of Entry and the Lease and address various easement and access issues related to the proposed improvements to be constructed in accordance with the Plans attached to the Lease (the "Improvements"), in accordance with the terms and conditions of this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. Application of Right of Entry. Notwithstanding anything to the contrary contained in the Lease, the parties agree that the Right of Entry currently governs the rights and obligations of the parties and will continue to do so (except as otherwise provided herein) until the term of the Lease commences on June 30, 2018, or upon completion of the Landlord Work whichever occurs first, provided that all contingencies of the Lease have been satisfied or waived. At such time, the parties shall execute a written confirmation confirming the applicability of the Lease and confirming any remaining obligations under the Right of Entry which shall continue forward as additional obligations under the Lease. In addition, any rent prepaid by Lessee to Lessor under the Right of Entry shall be credited against the first annual installment of rent due from Lessee/Tenant to Lessor/Landlord under the Lease.

2. Access to Property/Construction. From and after the date of this Amendment, Lessee grants Lessor, its employees, contractors, and agents the right to enter upon the Property and Lessee's adjacent property located within the right of way for 3<sup>rd</sup> Avenue North that has been, or will be, vacated lying between 2<sup>nd</sup> Street North and 3<sup>rd</sup> Street North for purposes of conducting any testing, studies, surveying, or other similar type of work necessary to determine the suitability of the Property, the Premises, and the adjacent property for the construction of the Improvements. Lessee also grants Lessor, its employees, contractors, and agents the right to enter upon the Property for purposes of constructing the Improvements.

The parties acknowledge that during construction of the Improvements there will be multiple periods during which the Lessee's operation of the Temporary Parking Lot on the Property will be interrupted to accommodate Lessor's construction of the Improvements. Lessor shall notify Lessee in advance of any proposed construction activities which may interrupt portions of the Temporary Parking Lot, and Lessor will schedule the timing and area to be affected by such interruptions with Lessee so as to reduce as much as reasonably possible the disruptions to the Property. Notwithstanding any such interruptions, there shall be no abatement of rent due under the Right of Entry. Any damage to the Temporary Parking Lot caused by Lessor, its employees, contractors, or agents during the construction of the Improvements shall be repaired or replaced by Lessor to a condition consistent with the Plans attached to the Lease.

3. Termination of Utility Easement. Lessee acknowledges that there previously existed two (2) sanitary sewer lines and a water main line all running north and south approximately through the middle of Lot 3, Block 2 of North Dakota R-1 Urban Renewal Addition to the City of Fargo as depicted on the map attached hereto as Exhibit A. The map also identifies a 20' easement although no such 20' easement appears on the Plat of North Dakota R-1 Urban Renewal Addition or otherwise appears to be contained in any other recorded document. Lessee confirms that the sanitary sewer lines and the water main line depicted on Exhibit A have been disconnected within the boundary lines of Lot 3, Block 2 as part of the 2<sup>nd</sup> Street North reconstruction project performed by the FM Diversion Authority. As such, Lessee hereby vacates and terminates any easements or claim of easements relative to the sanitary sewer lines, the water main lines, and the 20' easement as depicted on Exhibit A, and Lessee will execute and record a mutually-acceptable termination within thirty (30) days of the Effective Date of this Amendment.

4. Grant of Utility Easement. Lessee requested Lessor to grant Lessee an easement over a portion of Lot 3, Block 2, of North Dakota R-1 Urban Renewal Addition to the City of Fargo covering approximately 235 sf for utility purposes. Within thirty (30) days of the Effective Date of this Amendment, Lessor shall execute a mutually-acceptable utility easement in favor of Lessee, and Lessee shall record the utility easement.

5. Grant of Slope/Drainage Easement. Lessor requested Lessee to grant Lessor an easement over a portion of the right of way for 3<sup>rd</sup> Avenue North that has been, or will be, vacated lying between 2<sup>nd</sup> Street North and 3<sup>rd</sup> Street North consisting of a strip of land approximately 15' wide for purposes of sloping dirt for drainage from the south wall of the structure to be built on the Premises and Lessor's adjacent property. Within thirty (30) days of the Effective Date of this Amendment, Lessee and Lessor shall negotiate a mutually-acceptable

slope/drainage easement agreement, which includes provisions for a temporary construction easement over a larger easement area to facilitate the construction/installation of the sloping/drainage within the slope easement area. When, and if, a building permit is issued for the construction of the Improvements, the parties shall execute and record the slope/drainage easement agreement no later than three (3) days after the date the building permit is issued.

6. Granting of Access Easement. In order for Lessor to construct the bridgeway from the top of the indoor parking area located on the Premises to the top of the indoor parking area attached to the new City Hall as shown on the Plans attached to the Lease, Lessor will require an easement over Lessee's adjacent property. Within thirty (30) days of the Effective Date of this Amendment, Lessee and Lessor shall negotiate a mutually-acceptable access/construction easement in favor of Lessor to facilitate the construction of the bridgeway in accordance with the Plans. When, and if, a building permit is issued for the construction of the Improvements, the parties shall execute and record the access/construction easement no later than three (3) days after the date the building permit is issued.

The easement to be granted pursuant to this Section 6 is solely for access to allow the construction of the bridgeway connecting the top of the indoor parking area located on the Premises to the top of the indoor parking area attached to the new City Hall. Following construction, the bridgeway, which is intended to be constructed wholly on Lessee's adjacent property, will be owned and maintained by Lessee and will be subject to an access easement to provide access to and from the top of the indoor parking area located on the Premises to the City skyway connection to be located and constructed on the Lessee's adjacent property.

7. Applicable Remedies. In the event that all contingencies contained in Section 33 of the Lease are timely satisfied or waived to the satisfaction of Lessor/Landlord, Lessee/Tenant acknowledges that Lessor/Landlord will be expending considerable funds and resources to construct the Improvements in reliance upon the terms of the Lease. Accordingly, once the contingencies are satisfied or waived to the satisfaction of Lessor/Landlord, Lessor/Landlord shall be entitled to utilize and enforce any remedies provided in the Right of Entry, the Lease, and/or under applicable law or in equity. Such remedies shall be cumulative. In addition, Lessor/Landlord shall be entitled to seek specific performance of the Right of Entry and/or the Lease.

8. Capitalized Terms. Any capitalized terms used in this Amendment shall be given the meaning ascribed to such terms in the Right of Entry or the Lease, as applicable.

9. Except as specifically amended herein, the terms and conditions of the Right of Entry shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have executed this Amendment the day and year first above written.

*[remainder of page intentionally left blank]*

*[signature page for Lessor]*

LESSOR:

Northland Hospitality, LLC

By: \_\_\_\_\_  
Kevin J. Hall, President

STATE OF NORTH DAKOTA     )  
  ) ss  
COUNTY OF CASS            )

The foregoing instrument was executed before me this \_\_\_\_\_ day of July, 2017, by Kevin J. Hall the President of Northland Hospitality, LLC, for and on behalf of the company.

\_\_\_\_\_  
Notary Public

*[signature page for Lessee]*

LESSEE:

City of Fargo,  
a North Dakota municipal corporation

By: \_\_\_\_\_  
Timothy J. Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
Steve Sprague, City Auditor

STATE OF NORTH DAKOTA     )  
  ) ss  
COUNTY OF CASS            )

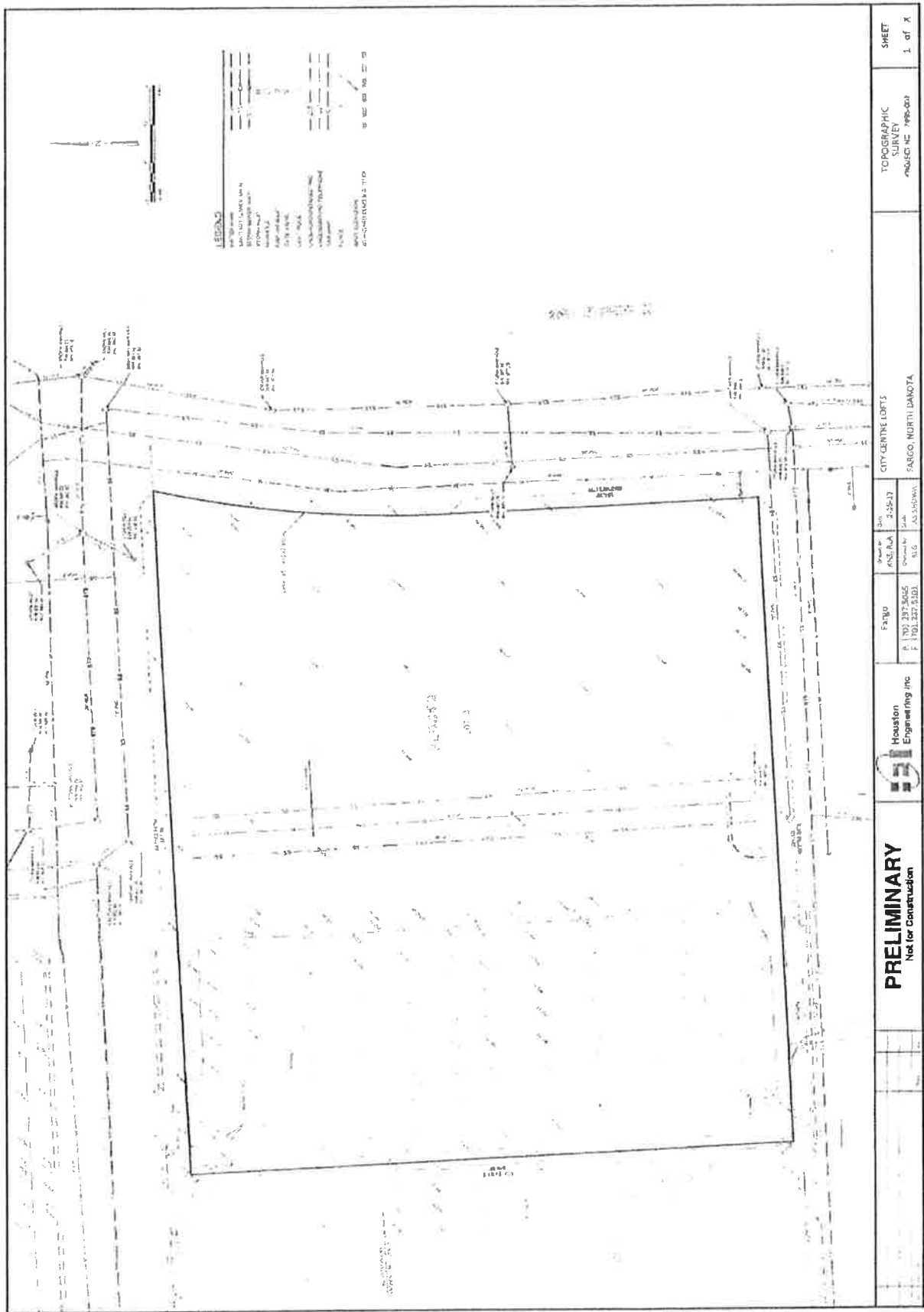
The foregoing instrument was executed before me this \_\_\_\_\_ day of July, 2017, by Timothy J. Mahoney, and Steven Sprague, the Mayor and the City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, a municipal corporation, for and on behalf of the corporation.

\_\_\_\_\_  
Notary Public



**EXHIBIT A**

[Attach copy of Houston Engineering Inc. map]



# CITY OF **Fargo Fire Department**

## MEMORANDUM

(20)

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: FIRE CHIEF STEVE DIRKSEN**

**DATE: JUNE 21, 2017**

**SUBJECT: BID AWARD FOR FIREFIGHTER TURNOUT GEAR**

In January of 2015, the FFD advertised a Request for Proposal for firefighting turnout gear. This includes the protective pants and coats worn by firefighters for protection on fires, auto extrication, and various other emergencies. The RFP asked bidders to submit bids based on specific specifications laid out. The RFP also requested bids for 3 years.

Two vendors provided bids prior to the deadline. The low bid was submitted by Grand Forks Fire. Grand Forks Fire also had the lowest annual percentage increase for the 3 year contract.

**RECOMMENDED MOTION:**

To award Grand Forks Fire the bid for structural firefighting turnout gear for 3 years at a base price of \$2,188 for the first year and an annual increase not to exceed 4% per year for the following 2 years.

SD/KC

# CITY OF Fargo Fire Department

## **Coat Specifications**

|                  |                   |
|------------------|-------------------|
| Shell            | PBI Max           |
| Moisture barrier | Crosstech Black   |
| Thermal liner    | Glide with PBI G2 |

Closure should be a zipper and hook & loop.

Self reinforced shoulders.

Sleeve cuffs and elbows reinforced with Dragonhide, Arashield black or equivalent  
PBI wristlets with thumb hole and hand protection.

Expansion cargo / hand warmer pockets

Green/silver triple trim NYC style or comparable.

\*Radio pocket sufficient in size to hold a Motorola XTS 5000 located on the left chest

\*Lapel mic holder located above the radio pocket.

\*Survivor style flashlight loop and Velcro strap located on the right chest.

Three inch letters on the coat indicating the wears name. Name shall be as low as possible on the coat and be sewed on an independent panel. The name panel shall be attached to the coat by either Velcro or sewed on.

*\*Exact location to be determined with input from FFD before fabrication*

## **Pant Specifications**

|                  |                   |
|------------------|-------------------|
| Shell            | PBI Max           |
| Moisture barrier | Crosstech Black   |
| Thermal liner    | Glide with PBI G2 |
| Closure          | Hook&loop/snap    |

Knees shall be padded with silizone foam or comparable foam which does not absorb water. Knees shall be reinforced with Dragonhide, Arashield black or Equivalent.

Pant cuffs shall be reinforced with Dragonhide, Arashield black or equivalent and shall have notched or angled heels.

Green/silver triple trim.

Extra large expansion cargo pockets on both legs. Pants pockets shall be lined with Kevlar.

Padded heavy duty take up suspenders.

Turnout pants shall have a ladder/escape belt integrated into the pants with belt loops that are able to be opened up for easy of removing belt for washing.

A 12 inch long ladder tether and self locking ladder carabineer shall be included in the price of the gear.

The Fargo Fire Department would like a 45 day delivery time on all gear orders from the manufacturer written into the contract. If the manufacture of the turnout gear does not deliver the Turnout gear in the 45 day window the Fargo Fire Department will reduce the price paid for the bunker gear set \$100.00 per week that it is late.

Structural fire fighting turn out gear must meet the current NFPA 1971 edition.

The vendor must be willing to come to Fargo to properly size the individual whom the gear is to be for.

Vendors must be willing to supply a test set of gear at Fargo Fire Departments request.

If the vendor has more than one gear design, the most ergonomic design should be proposed.

Shipping of gear from the manufacturing site to the Fargo Fire Department shall be figured in to the price of the gear so there shall be no additional cost after the turnout gear is ordered.

The Fargo Fire Department would like the option to purchase additional bunker gear for up to three years. Please include your bid for the first year (2015) and method for determining pricing in the following years.

Bid will be awarded in following the bid evaluation process.

The Fargo Fire Department reserves the right to reject any or all bids.

### **Exceptions**

Any exceptions to the above shall be pointed out and an explanation shall be provided by the vendor.

## Grand Forks Fire Equipment LLC

921 N 3rd St  
 Grand Forks ND 58203  
 800-743-6463 701-746-6463  
 [fax] 701-746-6464



## Quote

| Date      | Quote # |
|-----------|---------|
| 3/19/2015 | 1562    |

|  |
|--|
| Name / Address   |
| CITY AUDITOR'S OFFICE<br>FIRE DEPT<br>PO BOX 2083<br>FARGO, ND 58107 |

|   |     |          | Project     |
|---|-----|----------|-------------|
| Description   | Qty | Cost     | Total       |
| Globe G-Extreme Jacket, PBI max gold, Glide PBI G2 thermal liner, crosstech black moisture barrier, 3" L/Y NYC style triple trim, hanging letter patch, std zipper in velcro out closure, 2x8x8 exp pockets w/flc handwarmers, survivor flashlight holder right chest, radio pocket left chest, self mic strap, black arashiled cuffs, PBI hand & wrist guards, black arashield elbows w/std padding, self material double front shoulders <b>PBI</b> | 18  | 1,145.00 | 20,610.00   |
| IH ready pant, PBI max gold, glide gold thermal liner, crosstech black moisture barrier, 3" L/Y triple trim, escape belt, black arashiled knees, silizone padding, std IH rope pocket right side, half kevlar pouch in both pockets, black arashiled cuffs, std black ripcord suspenders, trousers will also have cmc 203500 FR escape tether   | 18  | 1,043.00 | 18,774.00   |
| for 2" or 3" L/Y letters add \$2.40 ea<br>annual contract prices for the following 2 years subject to price increase not to exceed 4%<br>45 day delivery per contract   |     |          |             |
| <b>Total</b>  |     |          | \$39,384.00 |

Customer Signature



111 Kasan Ave.\* PO Box 167  
Volga, SD 57071  
Phone: (605)627-5165  
Fax: (605)627-5176

# Estimate

Date 3/13/2015 Estimate # 6571

**Company:**

Fargo Fire Department  
637 NP Avenue  
Attn: Lee Soeth  
Fargo, ND 58102-4916

**Ship To:**

Fargo Fire Department  
637 NP Avenue  
Attn: Lee Soeth  
Fargo, ND 58102-4916

| Item       | Qty | Description  | Unit Cost | Total    |
|------------|-----|--|-----------|----------|
| LTO-62H3TD | 1   | 2015 turnout gear prices:<br>Morning Pride Bunker Coat LTO-Tails Outer Shell -7oz PBI<br>MAX-EWR-Gold<br>Thermal Liner-6.8 osy Glide PBI G2<br>Moisture Barrier-4.7 osy Type 2F Crosstech Black<br>AS Per Department Specs | 1,165.00  | 1,165.00 |
| LTO-62H3PD | 1   | Morning Pride Bunker Pant LTO-Tails Outer Shell -7oz PBI<br>MAX-EWR-Gold<br>Thermal Liner-6.8 osy Glide PBI G2<br>Moisture Barrier-4.7 osy Type 2F Crosstech Black<br>AS Per Department Specs                              | 980.00    | 980.00   |
| Misc       | 1   | Large self locking ladder Biner<br><br>NO EXCEPTIONS TAKEN<br><br>Price increase NTE 5% per year for the 3 (1 year) renewal periods<br>Prepaid Freight<br>30-45 delivery with \$100 penalty noted.                         | 56.00     | 56.00    |

Terms

Rep

Net 30

MA

Authorized Signature \_\_\_\_\_

**Subtotal** \$2,201.00

**Sales Tax (0.0%)** \$0.00

**Total** \$2,201.00

**We accept VISA, Mastercard and Discover for payment. Terms are Net 30 unless other arrangements are made.**

Please Note: If items are approved to be ordered - there will be a restocking fee if items are returned.



## PUBLIC WORKS/OPERATIONS

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

(21)

June 26, 2017

The Honorable Board of City commissioners  
City of Fargo  
200 North Third Street  
Fargo, ND 58102

RE: RFP for Articulated Wheel Loader RFP17142

Commissioners:

On May 5, 2017, proposals were received and read for one (1) Articulated Wheel Loader. Seven proposals were submitted from five vendors.

The results are as follows:

| <u>Firm</u>       | <u>Price</u> | <u>Lease</u> |
|-------------------|--------------|--------------|
| General Equipment | \$151,500.00 | \$33,253.40  |
| Butler Machinery  | \$171,885.00 | \$36,232.51  |
| Butler Machinery  | \$190,660.00 | \$40,190.21  |
| Titan Machinery   | \$174,500.00 | \$37,229.00  |
| ASC               | \$157,946.00 | \$33,466.24  |
| RDO Equipment     | \$144,000.00 | \$31,114.16  |
| RDO Equipment     | \$166,000.00 | \$37,217.38  |

The review committee consisting of Terry Ludlum, Paul Hanson, and Allan Erickson determined which proposals met the required specifications with consideration given to prices, delivery time and warranty. Our recommendation is to award to General Equipment. A 5-year lease quote was also requested.

SUGGESTED MOTION:

Approve the recommendation to lease purchase one (1) Articulated Wheel Loader from General Equipment for the total amount of \$151,500.00.

Respectfully Submitted,

Allan Erickson  
Fleet Management Specialist



**Request for Proposals (RFP)**  
**Articulated Wheel Loader**  
5/10/17

**Proposal Evaluation Summary**

|                      | Butler<br>Equipment | Butler<br>Equipment | General<br>Equipment | Titan<br>Machinery | ASC           | RDO<br>Equipment | RDO<br>Equipment |
|----------------------|---------------------|---------------------|----------------------|--------------------|---------------|------------------|------------------|
| Manufacture<br>Model | Cat<br>930m         | Cat<br>938M         | JCB<br>427ZX         | Case<br>721G       | Volvo<br>L70H | JD<br>544K II    | JD<br>624K II    |
| Unit \$              | 171,885.00          | 190,660.00          | 151,500.00           | 174,500.00         | 157,946.00    | \$144,000.00     | 166,000.00       |
| Trade #1             | -                   | -                   | -                    | -                  | -             | -                | -                |
| Total                | 171,885.00          | 190,660.00          | 151,500.00           | 174,500.00         | 157,946.00    | \$144,000.00     | 166,000.00       |
| Est. Delivery        | 65-70               | 65-70               | 60-90                | 60-90              | 60-90         | 65               | 75.00            |

|                |            |            |            |            |            |              |            |
|----------------|------------|------------|------------|------------|------------|--------------|------------|
| Options        |            |            |            |            |            |              |            |
| Warranty       | 1,155.00   | 1,285.00   | Inc        | inc        | 1,380.00   | 1,817.00     | 2,530.00   |
| Std Wrnty      | 1yr        | 1yr        | 2yr        | 3yr/3000   |            | 1yr          | 1yr        |
| Total<br>w/opt | 173,040.00 | 191,945.00 | 151,500.00 | 174,500.00 | 159,326.00 | \$145,817.00 | 168,530.00 |

|                      |              |              |              |              |              |              |              |
|----------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| 5 Annual<br>Payments | \$ 36,232.51 | \$ 40,190.21 | \$ 33,253.40 | \$ 37,229.00 | \$ 33,466.24 | \$ 31,114.16 | \$ 37,217.38 |
|                      | \$181,162.55 | \$200,951.05 | \$166,267.00 | \$186,145.00 | \$167,331.20 | \$155,570.80 | \$186,086.90 |



June 26, 2017

City of Fargo  
402 23<sup>rd</sup> Street North  
Fargo, ND 58102

We are pleased to submit the following tax exempt governmental lease-purchase proposal for your consideration.

|                            |   |
|----------------------------|---|
| Lessee:                    | City of Fargo   |
| Lessor:                    | SCB Public Finance  |
| Type of Lease:             | Tax-exempt, annual appropriation lease-purchase   |
| Equipment/Project:         | JCB 427ZX   |
| Anticipated Closing Date:  | August 15, 2017   |
| Finance Amount:            | \$151,500.00  |
| Lease Term Options:        | 4 Years   |
| Preliminary Interest Rate: | 2.4%  |
| Lease-Purchase Payments:   | 5 annual payments of \$31,787.86, beginning September 1, 2017.  |
| Prepayment:                | Pre-payable in full, not in part, on any payment date, after 12 months, for an amount equal to the "After Payment Termination Value" as illustrated on the attached Exhibit(s). |
| Purchase Option:           | \$1 at the end of lease term.   |
| Documentation Costs:       | None  |
| Closing Costs:             | None  |
| Other Fees:                | None  |



|                       |   |
|-----------------------|---|
| Legal Costs:          | Lessee is responsible for the cost to have a legal opinion completed by its city attorney or other attorney.  |
| Debt Service Reserve: | Not Required  |
| Trustee:              | Not Required  |
| Bond Rating:          | Not Required  |
| Bond Insurance:       | Not Required  |
| Net Lease:            | This is a net lease transaction whereby insurance, maintenance, and any applicable taxes are the responsibility of the Lessee. All manufacturer's guarantees and warranties will be passed on to the Lessee.  |
| Insurance:            | Lessor requires personal property damage insurance equal to the costs of the equipment and also minimum liability of a combined single limit of \$500,000.  |
| Appropriations Lease: | The lease payments are subject to annual appropriation of funds by Lessee.  |
| Tax Status/Legal:     | This lease is subject to the Lessee being qualified as a governmental entity or "political subdivision" within the meaning of Section 103(a) of the Internal Revenue Code of 1986 as amended. Lessee agrees to cooperate with Lessor in providing evidence as deemed necessary or desirable by Lessor to substantiate Lessee's and this transaction's tax-exempt status, including Lessee's providing an attorney's opinion. It is assumed that the transactions will be "bank qualified" under the \$10 million small issuer exemption as defined in the Tax Reform Act of 1986. |
| Credit Information:   | Lessee has been pre-approved.   |
| Lease Rate:           | The interest rate quoted is valid until August 15, 2017.  |

| Exhibit A: \$151,500.00 |              |              |          |           |                                    |                                    |
|-------------------------|--------------|--------------|----------|-----------|------------------------------------|------------------------------------|
| Costs Funded            | \$151,500.00 | Closing Fees | \$0.00   |           |                                    |                                    |
| Interest Rate           | 2.4%         |              |          |           |                                    |                                    |
| Total Payments          | 5            |              |          |           |                                    |                                    |
| Payments per Year       | 1            |              |          |           |                                    |                                    |
| Level Payment           | \$31,787.86  |              |          |           |                                    |                                    |
| Pmt                     | Due Date*    | Payment Due  | Interest | Principal | After Payment<br>Principal Balance | After Payment<br>Termination Value |
| Loan                    | 08/15/2017   |              |          |           | 151,500.00                         |                                    |
| 1                       | 09/01/2017   | 31,787.86    | 161.60   | 31,626.26 | 119,873.74                         | 119,873.74                         |
| 2                       | 09/01/2018   | 31,787.86    | 2,876.97 | 28,910.89 | 90,962.85                          | 90,962.85                          |
| 3                       | 09/01/2019   | 31,787.86    | 2,183.11 | 29,604.75 | 61,358.10                          | 61,358.10                          |
| 4                       | 09/01/2020   | 31,787.86    | 1,472.59 | 30,315.27 | 31,042.83                          | 31,042.83                          |
| 5                       | 09/01/2021   | 31,787.86    | 745.03   | 31,042.83 | 0.00                               | 1.00                               |

\*Assume sample closing date of 08/15/2017.



Thank you for the opportunity to present this proposal. Please do not hesitate to contact me with questions or concerns.

Yours sincerely,

Austin McLaen  
Vice President

SCB Public Finance  
P.O Box 9  
Forman, ND 58032

Phone: 701-724-3216  
Email: [amclaen@scbpublicfinance.com](mailto:amclaen@scbpublicfinance.com)

Attached: Exhibit A



22

MEMORANDUM

RFP17165

TO: BOARD OF CITY COMMISSIONERS  
FROM: Leon Schlafmann, Emergency Services Coordinator City of Fargo  
DATE: June 28, 2017  
SUBJECT: BID AWARD TO MIDSTATES WIRELESS FOR OUTDOOR WARNING SIRENS

On June 16, 2017 proposals were received for three outdoor warning sirens. Only one bidder submitted a proposal for the siren projects. 2017 capital outlay allowed \$65,000.00 for the replacement of one siren and one new siren location.

The results from the RFP17165 bid are as follows: (Bidding three locations)

|   |                        |
|---|------------------------|
| Equipment to be installed at 32 <sup>nd</sup> St. and 40 <sup>th</sup> Ave. N for the cost of | \$30,994.00            |
| Equipment to be replaced at 41 <sup>st</sup> St. and 14 <sup>th</sup> Ave N for the cost of   | \$34,822.00            |
| Equipment to be replaced at 5 <sup>th</sup> Ave and 18 <sup>th</sup> St N                     | Rejected - \$34,822.00 |
| <b>Total cost of excepted Bids</b>  | <b>\$ 65,816.00</b>    |

This equipment is vendor specific, only two vendors requested bid specs and only MidStates Wireless returned a bid.

**RECOMMENDED MOTION:** Approve the recommendation to accept the MidStates Wireless bid to purchase and install an outdoor warning siren at 32<sup>nd</sup> St. and 40<sup>th</sup> Ave N, and 41<sup>st</sup> St. and 14<sup>th</sup> Ave N. with a total installed price of \$65,816.00.

LS  
Enclosure

Cc: Steve Dirksen  
Kent Costin



# **SIREN Addition Project FOR CITY OF FARGO**

**(Dated June 2017)**

**Proposed – Federal Signal Alerting and Notification System**

**Prepared By: Jon Wiser, Vice President**

---

**Mid States Wireless, Inc.  
55 N 3<sup>rd</sup> Street  
Fargo, ND 58102  
(701) 293-9561  
[jonw@midstateswireless.com](mailto:jonw@midstateswireless.com)**

*"Serving the Area for 70 Years"*  
Your Total Communications Solution Provider  
55 North 3<sup>rd</sup> Street, Fargo, ND, 58102  
(701)-293-9561 (800)-279-9561



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## **SECTION 1.0 BIDDER PROFILE**

Mid States Wireless, Inc., formerly known as Elder's Radio Communications was originally formed in 1946 to work on consumer electronics during and following WWII when replacement parts were difficult to find. Elder's Radio Communications installed its first commercial RF communications in a fleet of taxi cabs for Doyle Cab Company in Fargo, ND.

The company has remained in the same family for the past 70 years and has been handed from one generation to the next. Today the corporation deals primarily in public safety, interoperability solutions from the RF subscriber, to the dispatch center technology up to and including the construction and maintenance of the tower facilities.

Mid States Wireless has 2 primary locations; the headquarters in Fargo, ND and a satellite shop in Minot, ND. MSW has 1 technician that are permanently assigned to Minot Air Force Base (AFB) and 1 that is permanently assigned to Grand Forks Air Force Base (AFB), these technicians that are located on the AFB's are contracted by the federal government to maintain the Land Mobile Radio network for the respective facilities. In addition to the maintenance of these facilities, Mid States does a significant amount of work with Minot AFB on the upgrade and expansion of its current communications network.

Mid States works with a variety of technologies, including but not limited to, wireless broadband (point-to-point & multi-point), UHF & VHF solutions (both analog and digital), Digital Trunking, Complete Dispatch Center Solutions, Command and Control Consoles, Analog and Digital Video capture and storage, 911 integration, Turnkey tower installations, Siren and Alerting Solutions, Squad car fit-up, In car digital, ALPR, to name a few.

Mid States Wireless is a family owned and operated corporation and prides itself on being community oriented and employee friendly, a majority of our approximately 20 employees have worked for us for more than 5 years and more than half of them for greater than 15.

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55 North 3<sup>rd</sup> Street, Fargo, ND, 58102  
(701)-293-9561 (800)-279-9561



## **SECTION 2.0 OVERVIEW:**

Mid States Wireless, Inc., has been in business in the Red River Valley and surrounding area since 1946. MSW has the best trained and equipped service technicians in the region and has provided installation and service on a majority of similar systems in Federal/State/Local communities within a 150 mile radius of Fargo-Moorhead. The products specified in this bid from the manufacturer, Federal Signal, are, in MSW's opinion the best available for the City of Fargo's intended purpose. Federal Signal is the leader in alerting and notification solutions for communities and facilities around the world. FS market leading software, equipment, and services deliver "holistic" alerting and notification systems that integrate outdoor, indoor. And personal notifications systems over a redundant networked platform.

### ***BID DOCUMENTS***

**City of Fargo  
Cass County  
State of North Dakota  
CITY OF FARGO- SIREN Addition Project  
BID FORM**

#### **BID TO:**

---

#### **BID FOR:**

The work described as the **CITY OF FARGO- SIREN Addition Project**

Mid States Wireless (MSW) agrees to perform all of the Work as described in the specifications document.

MSW hereby declares that it has carefully examined all Bidding and Contract Documents, prepared by CITY OF FARGO Director and Coordinator, and that they have personally inspected the actual location of the work, and local sources of supply, has satisfied themselves as to all the quantities and conditions, and understands that in signing this Bid they waive their right to plead any misunderstanding regarding the same.

MSW hereby proposes to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, superintendents, perform all work, provide all services, and to construct all work in the bid package stated above and for the bid amount as stated below. The bid amount is to cover all costs incurred in performing the Work as required for this bid package category under the MSW's Documents, of which this Bid Form is a part.

Prices shall constitute full compensation for the complete provision, fabrication, and/or installation of each item including insurance, overhead, profit, and superintendents.

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55 North 3<sup>rd</sup> Street, Fargo, ND, 58102  
(701)-293-9561 (800)-279-9561



MSW agrees that if awarded the Contract, to substantially complete the Work of the Contract, subject to the provisions of the Contract Documents, in accordance with the Project Construction Schedule prepared by the CITY OF FARGO.

MSW agrees that this bid may not be withdrawn for a period of ninety (90) calendar days immediately following the date of receipt of bids.

In submitting this bid, it is understood that the CITY OF FARGO reserves the right to reject any or all bids, to waive any informality or irregularity in any bid received, and to accept any alternate(s) in any order or combination.

**THE UNDERSIGNED operates as a:**

Corporation, Incorporated in the State of North Dakota

**LEGAL NAME OF PERSON, FIRM, OR CORPORATION:**

Name: Mid States Wireless, Inc

Address 55 North 3<sup>rd</sup> St. Fargo, ND 58102

Phone (701) 293-9561

By Jon Wiser

Vice President / Operations Manager

---

The bidder shall submit three (3) copies of the following information to be included in the Proposal as evidence of compliance with the City of Fargo's specifications (see Section 3 for Proposal Format). **THE PROPOSAL MAY BE REJECTED IF THE RESPONSES TO THE REQUESTED SPECIFICATIONS ARE INCOMPLETE OR IF THE PROPOSED SYSTEM DEVIATES FROM THE SPECIFICATIONS.**

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### **SECTION 3.0 EQUIPMENT**

The purpose of this bid is purchasing, installing and optimizing siren equipment for the City of Fargo. Additionally, the City of Fargo would like to Replace two existing mechanical sirens and, install a new siren that are capable of two-way control/monitoring. The purpose of the project is to replace the two outdated sirens, and install a new siren.

#### **Equipment installed at 32<sup>nd</sup> St and 40<sup>th</sup> ave N** (\$30,994.00)

**2001-130** 130db rotating Mechanical siren

**DCFCTBDU** 2-Way Digital DC Control /Battery Cabinet, Charger/ Two 48VDC Contactors/Sensors Uhf Radio/Nema Aluminum Cabinets

**2001TRBP** Transformer/Rectifier for AC/DC operation

**HTR4** Battery warming blankets

**POLE-GV-AB** 40' hot dipped galvanized pole

**DCM0075** Large sealed batteries

#### **Equipment Installed at 5<sup>th</sup> ave and 18<sup>th</sup> st N** (\$34,822.00)

**2001-130** 130db rotating Mechanical siren

**DCFCTBDU** 2-Way Digital DC Control /Battery Cabinet, Charger/ Two 48VDC Contactors/Sensors Uhf Radio/Nema Aluminum Cabinets

**2001TRBP** Transformer/Rectifier for AC/DC operation

**HTR4** Battery warming blankets

**POLE-GV-AB** 40' hot dipped galvanized pole

**DCM0075** Large sealed batteries

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**Equipment installed at 14<sup>th</sup> Ave and 41<sup>st</sup> N (\$34,822.00)**

**2001-130** 130db rotating Mechanical siren

**DCFCTBDU** 2-Way Digital DC Control /Battery Cabinet, Charger/ Two 48VDC Contactors/Sensors Uhf Radio/Nema Aluminum Cabinets

**2001TRBP** Transformer/Rectifier for AC/DC operation

**HTR4** Battery warming blankets

**POLE-GV-AB** 40' hot dipped galvanized pole

**DCM0075** large sealed batteries

**SECTION 3.1 EQUIPMENT PRICING**

TOTAL PRICE INCLUDING EQUIPMENT, INSTALLATION OF ALL EQUIPMENT, ELECTRICAL, TWO CONCRETE FOUNDATIONS & TESTING.

**\$100,638.00** (one hundred thousand six hundred and thirty eight dollars.)

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Physically inspect and test the sirens twice a year as directed below:

1. Inspection of sirens will occur twice a year with a more extensive individual check of each siren in the spring. The inspection will coincide with the time change spring & fall
2. Perform battery load testing
3. Verify that the speaker oscillates back and forth properly.
4. Verify that the siren activates via radio (one way and two way)
5. Physically inspect installation to be sure that ground connections are secure and not corroded, the antenna is straight, hardware holding the cabinet and speaker to the pole are tight, etc.
6. Check tamper switch activation.

CUSTOMER AGREES TO PERFORM MONTHLY CHECKS (1<sup>ST</sup> WEDNESDAY OF EVERY MONTH) AND IMMEDIATELY NOTIFY MSW OF ANY FAILURES OR CONCERNS

MSW HAS 4 TECHNICIANS TRAINED TO PERFORM MAINTENANCE ON THIS EQUIPMENT

MIDSTATES LOCAL SERVICE SHOP: 55 N 3<sup>RD</sup> ST, FARGO ND 58102

CONTACT INFO – EMERGENCY / 24 HOURS (701) 293-9561

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SAMPLE MAINTENANCE CONTRACT (with a neighboring municipality):



June 1, 2013

West Fargo Police Department  
800 4<sup>th</sup> Avenue East  
West Fargo, ND 58078

RE: Annual Siren Maintenance Contract Years 2014-2015

This is a maintenance agreement between the West Fargo Police Department (WFPD) and Mid States Wireless, Inc. (MSW) regarding nine (9) Whelen mechanical sirens on 55 foot poles. The WFPD agrees to pay MSW the total sum of XXXXXXXX per year. These payments will be billed following the conclusion of scheduled maintenance period for a period of 2 years (2014 and 2015) to physically inspect and test the sirens twice a year as directed below:

1. Inspection of sirens will occur twice a year with a more extensive individual check of each siren in the spring. The two time of the year will be when the time change occurs in spring and fall.
2. Load test batteries making sure connections are secure and not corroded.
3. Perform SiTest on tone activation to verify operation of amplifiers and speaker drivers in the spring.
4. Verify that the speaker oscillates back and forth properly.
5. Verify that the siren activates via radio.
6. Physically inspect the installation to be sure that ground connections are secure and not corroded, the antenna is straight, hardware holding the cabinet and speaker to the pole are tight, etc.
7. Check tamper switch activation.

This agreement is signed the \_\_\_\_\_ day of \_\_\_\_\_, 2013 between the West Fargo Police Department and Mid States Wireless, Inc., and will be effective January 1, 2014 through December 31, 2015.

\_\_\_\_\_  
West Fargo Police Department

\_\_\_\_\_  
Mid States Wireless, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

| RESPONSE MATRIX                 | MAX TIME<br>ACKNOWLEDGE | MAX TIME<br>RESPOND | MAX TIME<br>RESOLUTION |
|---------------------------------|-------------------------|---------------------|------------------------|
| Urgent / Service Affecting      | 2 Hours                 | 4 Hours             | 8 Hours                |
| Serious / Non-Service Affecting | 8 Hours                 | 24 Hours            | 48 Hours               |
| Routine (M – F / 8am – 5pm)     | 24 Hours (M-F)          | 3/5 Days (M-F)      | 3/5 Days (M-F)         |

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## **SECTION 5.0 DELIVERY AND INSTALLATION:**

### **Services Required by the Customer**

Identify and provide access to all locations

### **Services Provided by Mid States Wireless**

TK-S-PROJMGT Project Management Services  
TK-IO-CUSTINS Site Optimization and install new antenna and coax  
TK-IO-CUSTINS System Optimization & Complete Training Package  
ES-IAT Internal Acceptance Test.  
ISYS-DOCUMENT Documentation - Operators manual and service manual

Mid States Wireless will order and accept delivery of equipment, install and perform and complete acceptance testing, for the siren addition project prior to October 1, 2017.

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## **SECTION 6.0 REFERENCE DATA:**

### REFERENCES FROM SIMILAR SYSTEMS IN THE AREA:

City of Moorhead Fire Department

**Jeff Wallin**, Assistant Chief

(218) 299-5439

[jeff.wallin@ci.moorhead.mn.us](mailto:jeff.wallin@ci.moorhead.mn.us)

City of Grand Forks North Dakota

Becky Ault, Public Safety Answering Point Director

[BAult@grandforksgov.com](mailto:BAult@grandforksgov.com)

701-787-8042

Stark County Emergency Management, North Dakota

Bill Fahlsing, Director

[BFahlsing@starkcountynd.gov](mailto:BFahlsing@starkcountynd.gov)

701-227-0462

City of Watford City North Dakota

Police Chief Art Walgren

[awalgren@nd.gov](mailto:awalgren@nd.gov)

701-842-2280

Williams County Emergency Management

Mike Smith, Director

[mikesm@co.williams.nd.us](mailto:mikesm@co.williams.nd.us)

701-609-7017

Olmsted County Emergency Management, Minnesota

Mike Bromberg, Director

[bromberg.mike@co.olmsted.mn.us](mailto:bromberg.mike@co.olmsted.mn.us)

507-328-6101

City of Lakeville Minnesota

Police Chief John Kornmann

[jekornmann@ci.lakeville.mn.us](mailto:jekornmann@ci.lakeville.mn.us)

952-985-4843

City of St. Paul, MN

Rick Larkin, Emergency Manager

[rick.larkin@ci.stpaul.mn.us](mailto:rick.larkin@ci.stpaul.mn.us)

651-266-5490

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**SECTION 7.0 ADDENDUM MATERIAL:**

The following addendum information is included on the following pages:

MAINTENANCE CONTRACT (Current Fargo Sample)  
ATP  
WARRANTY  
AFFIRMATIVE ACTION POLICY  
LIABILITY INSURANCE  
FEDERAL SIGNAL MODEL 2001-130  
FEDERAL MODEL FCTBD

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## MAINTENANCE CONTRACT

Here is the current maintenance contract between Mid States Wireless and City of Fargo on current installed sirens. MSW will negotiate a new contract in good faith with the City of Fargo based on their requirements and scope of maintenance desired



March 31, 2016

Fargo Emergency Management  
4630 15<sup>th</sup> Ave N  
Fargo, ND 58102

RE: Annual Siren Maintenance Contract Year 2016

This is a maintenance agreement between Fargo Emergency Management (FEM) and Mid States Wireless, Inc. (MSW) regarding thirty-three (33) warning sirens on 55 foot poles and 1 repeater and control station. The FEM agrees to pay MSW the total sum of \$3,360 (three thousand three hundred and sixty dollars) per year. These payments will be billed annually:

1. Load test batteries making sure connections are secure and not corroded.
2. Verify that the speaker oscillates back and forth properly.
3. Verify that the siren activates via radio.
4. Physically inspect the siren hardware and verify the equipment is structurally sound.
5. Testing of the repeater, control station and antenna systems.

This agreement is signed the \_\_\_\_\_ day of \_\_\_\_\_, 2016 between Fargo Emergency Management and Mid States Wireless, Inc., and will be effective January 1, 2016 through December 31, 2016.

\_\_\_\_\_  
Fargo Emergency Management

\_\_\_\_\_  
Mid States Wireless, Inc.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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## Acceptance Test Plan

A comprehensive test plan is provided in partnership with the vendor, Federal Signal. Below is an outline of the comprehensive nature of the plan. Full test parameters including all equipment and all locations will be provided upon successful bid.

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## **WARRANTY**

**This warranty begins \_\_\_\_\_ (System Acceptance Date) and continues for the period of ONE YEAR following SAD.**

If it appears at any time within 1 year after installation and/or system acceptance that the equipment does not meet the system performance or individual equipment specifications and the CITY OF FARGO has notified the Mid States Wireless promptly in writing of such deficiencies, MSW shall within fourteen (14) days of notification correct the deficiency or make necessary repairs or replace any defective equipment or system to meet these specifications

Additionally;

- A) MSW warrants that all equipment conforms to its published specifications.
- B) MSW warrants that the equipment delivered under this contract conforms to the contract requirements and is free of any defect of equipment, material or workmanship.
- C) MSW warrants that all equipment furnished hereunder is new, current manufacture, and includes the latest hardware and software designs being delivered by each manufacturer.
- D) Under this warranty, MSW shall remedy at its own expense any failure to conform to the general contract terms, specifications, or any other document included by reference into this contract. MSW also agrees to remedy at its own expense any defect in materials or their workmanship.
- E) MSW shall remedy at its own expense damage to CITY OF FARGO owned or controlled real or personnel property, when that damage is the result of the MSW's failure to conform to the contract requirements. MSW shall also restore any work damaged in fulfilling the terms of this contract.

MSW's warranty with respect to work repaired or replaced hereunder will run for one year from the date of such repair or replacement.

- F) Should MSW fail to remedy any failure, defect, or damage within a reasonable time after receipt of notice thereof, the CITY OF FARGO shall have the right to replace, repair, or otherwise remedy such failure, defect, or damage at MSW's expense. This failure is also a breach of contract. Thus, the City of Fargo's rights are in addition to and not as an alternative to the City of Fargo's rights under breach of contract.
- G) In addition to the other rights and remedies provided by this contract clause, all subcontractors', manufacturers', and suppliers' warranties expressed or implied, regarding any work and materials shall, at the discretion of the purchaser, be enforced by MSW for the benefit of the purchaser. MSW shall obtain any warranties, which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.

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### **WARRANTY CONTINUED**

- H) If directed by the CITY OF FARGO, MSW shall require any such warranties to be executed in writing to the purchaser.
- I) The "acceptance" of a subsystem or individual equipment by the CITY OF FARGO shall not limit the City of Fargo's rights with respect to material defects, workmanship, or fraud.
- J) If there is a conflict between a clause in this warranty and a clause in the MSW's warranty, the clause that extends the greatest protection to the CITY OF FARGO under the circumstances in question shall control.
- K) Manufacturer (Federal Signal) warranty is as follows:

**Limited Warranty**

*The Alerting and Notification Systems Division of Federal Signal Corporation (Federal) warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years on parts replacement and factory-performed labor (one year for Informer, EAS, and Federal software products) from the date of delivery to the first user-purchaser. Federal warrants every 2001, Eclipse and 508 Siren (Top of pole only) to be free from defects in material, per our standard warranty, under normal use and service for a period of five years on parts replacement.*

*During this warranty period, the obligation of Federal is limited to repairing or replacing, as Federal may elect, any part or parts of such product which after examination by Federal, are determined to be defective in material and/or workmanship.*


*Federal will provide warranty for any unit which is delivered, transported prepaid, to the Federal factory or designated authorized warranty service center for examination and such examination reveals a defect in material and/or workmanship.*

*This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product. The Federal Signal Corporation warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to batteries*

*Federal will provide on-site warranty service during the first 60-days after the completion of the installation, when Federal has provided a turn-key installation including optimization and/or commissioning services.*

*This warranty does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units which have problems related to service or modification at any facility other than Federal factory or authorized warranty service centers. Moreover, Federal shall have no liability with respect to defects arising in Products through any cause other than ordinary use (such as, for example, accident, fire, lightning, water damage, or other remaining acts of God).*

**THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL FEDERAL BE LIABLE FOR ANY LOSS OF PROFITS OR ANY INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY SUCH DEFECT IN MATERIAL WORKMANSHIP.**

 **FEDERAL SIGNAL**  
Safety and Security Systems / Alerting & Notification  
*Advancing security and well-being.*

2645 Federal Signal Drive, University Park, IL 60484  
Phone: 800.524.3021 Fax: 708.534.4865  
[www.alertnotification.net](http://www.alertnotification.net)

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### **AFFIRMATIVE ACTION POLICY**

In accordance with the City of Fargo's Affirmative Action policies against discrimination, no person shall, on the grounds of race, color, religion, sex, marital status, public assistance status, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service or activity under the provisions of any and all applicable federal and state laws against discrimination.

The following is Mid States Wireless's Affirmative Action Information:

1) Number of employees in Vendor's Company: 18

2) Vendor's firm has adopted a written Affirmative Action Program:

YES

3) Vendor's Affirmative Action Program (if any) has been subject to federal Equal Opportunity Review:

NO

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# MidStates

## Wireless



### CERTIFICATE OF LIABILITY INSURANCE

MIDST01 OP ID: K1

DATE (MM/DD/YYYY)  
06/15/2017

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  
Inure Forward, Inc. - Fgo  
1202 25th St. S. PO Box 7070  
Fargo, ND 58108-7070  
Amy Werlinger

CONTACT  
NAME: Kim Rogen  
PHONE: 701-293-9540 FAX: 701-293-3338  
EMAIL: Kim.rogen@inureforward.com

INSURER(S) AFFORDING COVERAGE  
INSURER A: Harleysville Insurance Company NAIC #: 23787  
INSURER B: Acuity Insurance NAIC #: 14184  
INSURER C:  
INSURER D:  
INSURER E:  
INSURER F:

INSURED  
Mid-States Wireless, Inc.  
Jim Borthem Enterprises, Inc.  
Borthem Family LP  
55 North 3rd Street  
Fargo, ND 58102

## 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.

| TYPE | TYPE OF INSURANCE  | POLY. PERIOD (MM/DD/YYYY)           | POLICY NUMBER   | POLICY EFF. (MM/DD/YYYY) | POLICY EXP. (MM/DD/YYYY) | LIMITS  |
|------|--|-------------------------------------|-----------------|--------------------------|--------------------------|---|
| A    | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |                                     | MPA00000027008N | 04/06/2017               | 04/06/2018               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & AD&J INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMPLET AGG \$ 2,000,000 |
|      | GEN'L AGGREGATE LIMIT APPLIES PER<br>POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC<br>OTHER   |                                     |                 |                          |                          |   |
| A    | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br>ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br>HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS |                                     | BA00000027008N  | 04/06/2017               | 04/06/2018               | COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$   |
| A    | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE<br>DED. <input checked="" type="checkbox"/> RETENTION \$ 0                 |                                     | CMB00000027007N | 04/06/2017               | 04/06/2018               | EACH OCCURRENCE \$ 3,000,000<br>AGGREGATE \$ 3,000,000  |
| B    | WORKERS COMPENSATION AND EMPLOYERS' LIABILITIES<br>ANY PROPRIETORS PARTNER EXECUTIVE OFFICER MEMBER EXCLUDED (Mandatory in ND)<br>If yes, attach under DESCRIPTION OF OPERATIONS below                                       | Y/N<br><input type="checkbox"/> N/A | XZ0683<br>MN    | 06/17/2017               | 06/17/2018               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>S.L. EACH ACCIDENT \$ 100,000<br>S.L. DISEASE - EA EMPLOYEE \$ 100,000<br>S.L. DISEASE - POLICY LIMIT \$ 500,000  |
| A    | ND STOP GAP  |                                     | MPA00000027008N | 04/06/2017               | 04/06/2018               | Limit 1,000,000   |
| A    | Equipment Floater  |                                     | MPA00000027008A | 04/06/2017               | 04/06/2018               | Limit 25,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

## CERTIFICATE HOLDER

FAEMFA1

Fargo Emergency Management  
4630 15th Ave N  
Fargo, ND 58102

## 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

Kim Rogen

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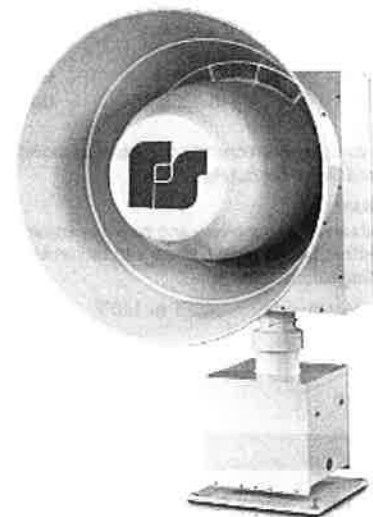
ACORD 25 (2014/01)

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# MidStates *Wireless*



► Model 2001-130 and Equinox

## High Power, Directional Rotating Siren

The Federal Signal 2001-130 and Equinox sirens is a high power, rotating, uni-directional outdoor warning siren. The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (490 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.

### FEATURES

- High-powered rotating siren for maximum coverage
- Available in low and mid-range frequency
- Three distinct warning signals
- AC or Solar powered with battery operation or back-up
- Weather-resistant coating

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# MidStates Wireless

2 / 2

**Power:<sup>1</sup>**

Sirens can be powered from 120VAC, 240VAC, with battery back-up or battery operation. Solar powering can also be provided

**Signal Information:**      **2001-130**      **Equinox**

|                        |                 |                |
|------------------------|-----------------|----------------|
| Signal /Sweep Rate     | Frequency Range | 500 Hz         |
| Steady /Continuous     | 790 Hz          | 180-500 Hz     |
| Wail /10 sec.          | 470-790 Hz      | 300-500 Hz     |
| Fast Wail /3.5 sec.    | 600-790 Hz      |                |
| Coverage: <sup>2</sup> | <b>2001-130</b> | <b>Equinox</b> |
| 70dB                   | Up to 6,500'    | Up to 6,100'   |
| 60dB                   | Up to 13,200'   | Up to 12,200'  |

**Pole Mounts:**

Wood, steel, composite or concrete poles can be provided.

Contact Federal Signal for details

**Communications:**

Federal Signal can supply one-way and two-way communications.

Radio, IP, Landline, Satellite and Cellular can be combined to provide a robust alerting solution

Operating Temperature:<sup>3</sup>      -22°F to 140°F      -30°C to 60°C

Dimensions H x W x D:      62" x 37" x 41"  
(157 cm x 94 cm x 104 cm)

Shipping Weight:      460 lbs      205 kg

**H O W T O O R D E R**

Contact our Federal Signal Sales Engineers to design a system that meets your specific requirements.

**Description**      **Part Number****Siren Ordering information:**

Rotating electro-mechanical siren 130 dB(C) +/- 1dB(C) @ 100' (30.5m) 48VDC, pole mount included      **2001-130**

Rotating electro-mechanical siren, low frequency, 125 db(C) +/- 1dB(C) @ 100' (30.5m) 48VDC, pole mount included      **Equinox**

**Siren Control Ordering Information:**

One-way FC Controller, 120VAC operation      **FC/H/U**

Two-way FC Controller, 120VAC operation      **FCTBD/H/U**

One-way FC Controller, 120VAC to battery operation      **DCFCB/H/U<sup>4</sup>**

Two-way FC Controller, 120VAC to battery operation      **DCFCTBD/H/U<sup>4</sup>**

**Command and Control for Multiple Siren Installation:**

Console for siren activation (R for rack mount)      **SS2000+/R**

Commander software for PC based siren activation, monitoring and control      **SFCD<sup>5</sup>**

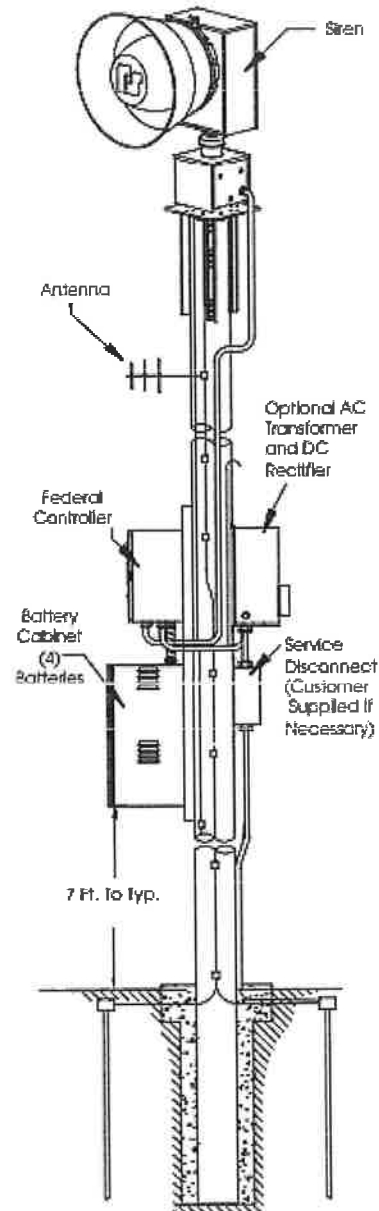
<sup>1</sup> Contact Federal Signal for powering options

<sup>2</sup> Actual coverage is dependent on many factors, contact Federal Signal for sound analysis of your specific location

<sup>3</sup> The siren can operate throughout this temperature range provided that battery temperature is maintained at 18°C or higher

<sup>4</sup> Batteries not included

<sup>5</sup> See product page for additional information

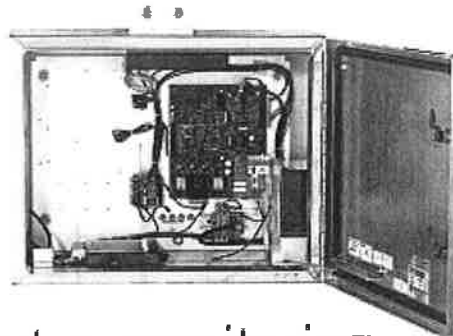


Typical Pole-mounted Installation

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# MidStates

## Wireless



### ► Model FCTBD

## Two-way control and status monitoring

### Monitor any electro-mechanical siren.

The Federal Controller two-way digital (model FCTBD) will control and monitor any electro-mechanical siren, and may be used in conjunction with the SS2000+ Controller located at a central command point. The FCTBD will automatically report change in status of the unit's components back to the SS2000+ Controller. The system may also be polled via the SS2000+ at any time for current status conditions. The FCTBD offers the ability to monitor six remote sensor inputs, such as: AC power, low and up to three additional sensors to monitor siren operation. The FCTBD is packaged in a NEMA 4 weatherproof cabinet and comes equipped with power supply, gel battery, processor unit, radio transceiver and AC power surge protection.

The FCTBD is field programmable through an RS232 port. This enables the user to change activation code formats and signal timing. Programming is accomplished by using the FSPWARE that can be purchased separately. The FCTBD is programmable over the air, and includes a "digipeat" system feature that automatically seeks and recalls the best means of transmitting data to the central control by using the siren sites as radio repeaters. This feature can greatly reduce the costs of RF infrastructure required for the system.

The FCTBD is an ideal choice for upgrading or retrofitting one-way controls to two-way status monitoring for use with existing electro-mechanical sirens like the Federal Signal 2001-130 siren, 508, Eclipse8 and the Model 2 sirens.

#### FEATURES

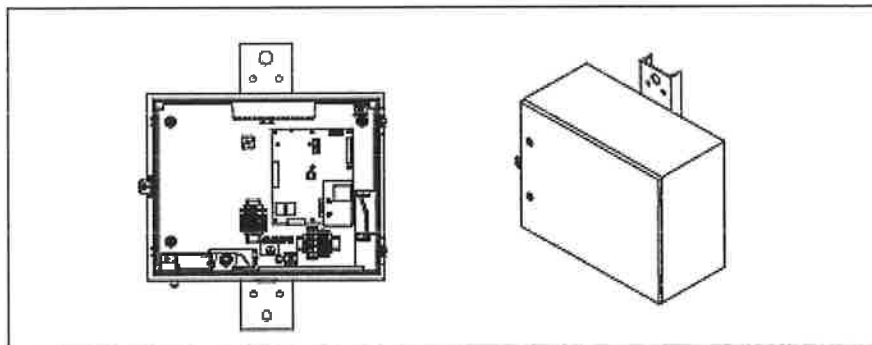
- Two-way control and status monitoring
- Six remote sensor inputs
- Interface with PA systems, voice capable fire alarm systems and telephone alerting systems
- Programmable codes and timing
- Push buttons for local activation
- Built-in tone generator for local tones or public address features
- Internal battery back-up
- UL and cUL listed

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# MidStates

## Wireless

### Two-Way Digital Controller (FCTBD)



#### SPECIFICATIONS

Operating Temperature: -22°F to 149°F -30°C to 65°C  
 Humidity: 0-98% non-condensing  
 AC supply voltage: 120 VAC @ 3.0 Amps  
 Current Draw: 240VAC @ 1.5 Amps,  
 +/- 10%, 50/60 Hz, maximum standby current  
 Power Supply: 10A @ 13.3 VDC, 2A @ 13.3 VDC  
 Battery Backup: 12VDC - std, ext, Gel and AGM batteries  
 available  
 Current Draw: <600 mA in standby  
 Serial Port Protocol: RS232C 1200, N, 8, 1

Transceiver Specifications:  
 Programmable frequency: Power out and private line  
 options. For further details consult the Vertex® Standard  
 product manual.

Signaling Format:  
 AFSK1200 baud, MSK (Minimum Key Shift) modem type,  
 Usable decode sensitivity: 10dB(C) SINAD (Min.)

DTMF: 3-12 standard DTMF characters

4 relay outputs: SPST

Contact Rating: (4 relays standard) 3A @ 30VDC,  
 7A @ 250VAC

Audio Output Voltage: <2V peak to peak

Maximum Load: 8 Ohms

Total Harmonic Distortion: <10% @ 1kHz Sinewave

Controller Dimensions HxWxD: 62.5" x 23.5" x 16.94"

1588mm x 597mm x 430mm

Battery Cabinet Dimensions HxWxD: 20" x 20" x 12"

50.8cm X 50.8cm X 30.48cm

Vented NEMA 4X rated

Shipping Weight (approx.): 155 lbs. 70.3 kg

#### REPLACEMENT PARTS

| Description | Part Number        |
|-------------|--------------------|
| Q20000288   | 12VDC Charger      |
| 155193A     | 12VDC Battery      |
| Q2005263B   | PC + Control Board |

® Vertex is a registered trademark of Motorola Trademark Holdings, LLC

#### HOW TO ORDER

| Specify Model:                                       | Part Number             |
|--|-------------------------|
| Description  |                         |
| Two-way Federal Controller                           | FCTBD <sup>1,2</sup>    |
| Two-way Federal Controller,<br>high band 148-174 MHz | FCTBDH <sup>1,2</sup>   |
| Two-way Federal Controller,<br>UHF band 403-470 MHz  | FCTBDU <sup>1,2</sup>   |
| IP-enabled two-way<br>electro-mechanical controller  | FCTBD-IP <sup>1,2</sup> |

<sup>1</sup> For use with 2041-130, 506 and Edgeport

<sup>2</sup> Antenna and cable are not included with radio activation control  
 and must be ordered separately.

<sup>3</sup> Boardware radio and Smartway software sold separately.

#### OPTIONAL ACCESSORIES

| Description   | Part Number  |
|---|--------------|
| Federal Commander Digital Software<br>(See literature for details)  | SFCOFTWARE   |
| Two-way DTMF Programming  | ES-PROG-DTMF |
| Private line tone and digital coded<br>squell encoder and decoder   | S-PL1        |
| Encoder and decoder (low)   | FS-PL2       |
| Hardware Controller   | SS2000+      |
| Telco Base, Landline  | TB-L1        |
| Two-way DTMF Programming  | ES-PROG-DTMF |
| Sensor kits for Federal Controllers with two-way status monitoring<br>Select the sensor that matches your given motor type and number |              |
| Single motor AC current sensor  | SK-SM        |
| Three motor AC current sensor   | SK-3M        |
| Select the sensor that matches your voltage and phase   |              |
| Single phase, 120VAC voltage sensor   | SK1-120      |
| Single phase, 240VAC voltage sensor   | SK1-240      |
| 3-phase, 240VAC voltage sensor  | SK3-240      |
| 3-phase, 480VAC voltage sensor  | SK3-480      |

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## REPORT OF ACTION

23

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-15-B0 Type: Contract Amendment #3

Location: Rose Coulee Area Date of Hearing: 6/26/2017

|                 |                      |
|-----------------|----------------------|
| <u>Routing</u>  | <u>Date</u>          |
| City Commission | <u>7/3/2017</u>      |
| PWPEC File      | <u>X</u>             |
| Project File    | <u>Jody Bertrand</u> |

The Committee reviewed the accompanying correspondence from Division Engineer, Jody Bertrand, related to a Contract Amendment submitted by Houston Engineering in the amount of \$108,795.00, bringing the total contract amount to \$814,945.00. The additional costs covered in this request are related to additional services to assist with changes to project scope related to additional project design and construction administration services.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Mark Bittner, the Committee voted to recommend approval of the Contract Amendment #3.

RECOMMENDED MOTION

Approve Contract Amendment #3 to Houston Engineering in the amount of \$108,795.00 to be paid for from the Flood Sales tax

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax (460)

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

|     |     |
|-----|-----|
| Yes | No  |
|     | N/A |
|     | N/A |
|     | N/A |

COMMITTEE

Tim Mahoney, Mayor  
 Jim Gilmour, Director of Planning  
 Steve Dirksen, Fire Chief  
 Mark Bittner, Director of Engineering  
 Bruce Grubb, Enterprise Director/Interim City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 City Engineer  
 Kent Costin, Finance Director

| <u>Present</u>                      | <u>Yes</u>                          | <u>No</u>                | <u>Unanimous</u>                    |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Mike Redlinger</u>               |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Brenda Derrig</u>                |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |

ATTEST:

C: Jen Graphenteen

  
 Brenda E. Derrig, P.E.  
 Division Engineer



## Memorandum

**To:** PWPEC

**From:** Jody Bertrand, Division Engineer *JB*

**Date:** June 26, 2017

**Re:** Project No. FM-15-B0 – Flood Risk Management Project (Rose Creek)  
Contract Amendment #3 Request

---

The City has entered into a contract with Houston Engineering at the beginning of 2016 for the engineering services related to the flood mitigation project proposed along the south side of the Rose Creek Golf Course north holes from 25<sup>th</sup> Street South to University Drive. The scope of the RFP required the consultant to work with a golf course architect when developing options for the levee alignment and determining ways to minimize impacts to the golf course. During the RFP proposal process, it was anticipated the flood protection levee could be designed to use the outer areas of the affected golf course holes. Through the use of the golf course architect, it was determined that to minimize impacts to the course and its playability, the levee section should be installed through the fairways of the three affected holes. This increased the overall design layout through impacting completely, the entire 3 fairways from nearly the tee boxes to their associated greens. Since the entire fairways were being disturbed, the irrigation and tree impacts were very extensive and required additional tree plantings for the 2 to 1 replacement ratio to be met along with complete redesign of the irrigation system throughout the area. The added cost for the design and inspection for the project is \$70,000.

Due to the extensive areas impacted and the height of the additional fill, more soils testing and administration was required for Braun Intertec. More than 12 feet of fill was required in some of the fairway locations with density testing required during each of the compacted clay lifts. Additional testing was also required for this project for increased concrete testing which was necessary due to the removals required by the subcontractor for poor workmanship during the installation of the cart path. The cost for the additional testing services is \$38,795.00. The testing proposal is attached for your review from Braun Intertec (attachment #1).

A memo from Houston Engineering is attached for the breakdown of design, construction administration and quality control services. This contract amendment is for the design phase to make sure that the flood mitigation features are compatible with the golf course and will include the project administration and observation which was necessary during the lengthened construction phase. The total proposed contract amendment for this work is \$108,795.

Recommend Motion:

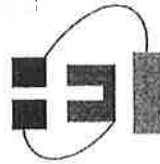
Approve contract amendment #3 submitted by Houston Engineering in the amount of \$108,795 to be paid for from the Flood Sales tax.

Fargo Corporate Office

701.237.5065

701.237.5101

1401 21st Avenue North Fargo ND 58102



Houston Engineering Inc.

**ENGINEERING SERVICES AGREEMENT****AMENDMENT NO. 3**

**Project:** Flood Risk Management Project FM-15-B0 (Rose Coulee)  
HEI Project No. 15\_6059\_089

**Client:** City of Fargo  
200 North 3<sup>rd</sup> 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 contract amendment is to provide additional services, as requested by city staff, to assist with changes to project scope related to additional project design and construction administration services.

During preliminary design of the project several alignment options were developed including an alignment that traversed through the playable areas of the Rose Creek Golf Course. Through the project development process which included close coordination with the Fargo Park District it was determined that the levee system should be incorporated into the course to provide the least impacts to the playability of the golf course. The selected levee alignment involved crossing the driving range tee complex and the fairways of three holes of the golf course which increased the complexity of the project design from what was original scoped in our proposal. During the development of the project the Fargo Park District requested that the project incorporate improvements to portions of the course not directly affected by the flood risk management project. Design of the additional improvements were added to our scope of work and incorporated into the project plans. Due to the increased scope of work and increased level of care required to cross the golf course features and reroute the associated irrigation systems, the construction observation efforts required were greater than originally budgeted for the project. This coupled with multiple project delays caused by weather and substandard construction practices of the golf course subcontractor for the project extended the construction of Phase 1 of the project into 2017. This amendment covers the additional design,

Bismarck P 701.323.0200 F 701.323.0300

Minot P 701.852.7931 F 701.858.5655

Maple Grove P 763.493.4522 F 763.493.5572

Thief River Falls P 218.681.2951 F 218.681.2987

Page 2

construction administration, and quality control testing services related to the above-mentioned changes in scope.

The additional services fee is based on the following breakdown:

**1. Design and Plan Preparation**

The additional costs incurred as a result of the above-mentioned scope change is \$60,000.

**2. Construction Administration, Inspection, and Survey**

The additional costs incurred as a result of the above-mentioned scope change is \$10,000.

**3. Quality Control Testing Estimate**

The additional costs incurred as a result of the above-mentioned scope change is \$38,795.

**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.

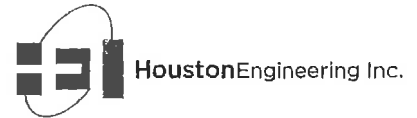
**Fee:**

The total additional estimated fee for the above described tasks is \$108,795. Additional work required beyond the scope listed above will be billed at our current hourly rates. Houston Engineering, Inc. (with assistance from Braun Intertec) will perform the services as outlined above and detailed in Attachment 1. Tasks will be performed in accordance with our current hourly rates and those listed in Attachment 1.

**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





Page 3

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:

Client: City of Fargo

Signature: \_\_\_\_\_

Timothy J. Mahoney

Title: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

Proposal: Houston Engineering, Inc.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1**  
**Braun Intertec Quality Control**  
**Testing Amendment**

# BRAUN INTERTEC

The Science You Build On.

## Project Proposal

QTB055643

FM-15-B2, Rose Creek Golf Course, Phase 2 (For B1503039.03)

**Client:**

Houston Engineering, Inc.  
Brent Aakre  
1401 21st Avenue North  
Fargo, ND 58102  
701-237-5065

**Work Site Address:**

Rose Creek Golf Course Levee - Phase 2  
East End of FM-15-B1 Levee to  
University Drive South  
Fargo, ND 58104

**Service Description:**

Construction Materials Testing and Inspection

|                       | Description  | Quantity   | Units        | Unit Price      | Extension          |
|-----------------------|--|------------|--------------|-----------------|--------------------|
| <b>Phase 1</b>        | <b>Soil</b>  |            |              |                 |                    |
| <b>Activity 1.1</b>   | <b>Soil Observations</b>   |            |              |                 | <b>\$2,758.00</b>  |
| 206                   | Excavation Observations  | 21.00      | Hour         | 104.00          | \$2,184.00         |
|                       | <i>Work Activity Detail</i>  | <i>Qty</i> | <i>Units</i> | <i>Hrs/Unit</i> | <i>Extension</i>   |
|                       | Levee Inspection Trenches  | 6.00       | Trips        | 3.00            | 18.00              |
|                       | Gatewell Excavation  | 1.00       | Trips        | 3.00            | 3.00               |
| 128                   | Senior Engineer  | 2.00       | Hour         | 187.00          | \$374.00           |
| 1861                  | CMT Trip Charge  | 8.00       | Each         | 25.00           | \$200.00           |
| <b>Activity 1.2</b>   | <b>Soil Testing</b>  |            |              |                 | <b>\$13,892.00</b> |
| 207                   | Compaction Testing - Nuclear   | 92.00      | Hour         | 78.00           | \$7,176.00         |
|                       | <i>Work Activity Detail</i>  | <i>Qty</i> | <i>Units</i> | <i>Hrs/Unit</i> | <i>Extension</i>   |
|                       | Inspection Trenches  | 16.00      | Trips        | 2.00            | 32.00              |
|                       | Levee Embankment   | 20.00      | Trips        | 2.00            | 40.00              |
|                       | Utilities  | 10.00      | Trips        | 2.00            | 20.00              |
| 209                   | Sample pick-up   | 12.00      | Hour         | 78.00           | \$936.00           |
| 1318                  | Standard Proctor Test (ASTM D 698)                                   | 7.00       | Each         | 185.00          | \$1,295.00         |
| 1162                  | Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample      | 2.00       | Each         | 132.00          | \$264.00           |
| 1308                  | Nuclear moisture-density meter charge, per hour                      | 92.00      | Each         | 23.00           | \$2,116.00         |
| 1861                  | CMT Trip Charge  | 48.00      | Each         | 25.00           | \$1,200.00         |
| 1156                  | Atterberg Limits: LL and PL (ASTM D 4318), per sample                | 5.00       | Each         | 107.00          | \$535.00           |
| 1166                  | 200 wash (ASTM C 117), per sample                                    | 5.00       | Each         | 74.00           | \$370.00           |
| <b>Phase 1 Total:</b> |  |            |              |                 | <b>\$16,650.00</b> |
| <b>Phase 2</b>        | <b>Concrete</b>  |            |              |                 |                    |
| <b>Activity 2.1</b>   | <b>Concrete Testing</b>  |            |              |                 | <b>\$6,198.00</b>  |
| 261                   | Concrete Testing   | 48.00      | Hour         | 78.00           | \$3,744.00         |
|                       | <i>Work Activity Detail</i>  | <i>Qty</i> | <i>Units</i> | <i>Hrs/Unit</i> | <i>Extension</i>   |
|                       | Exterior Concrete & Driveway Aprons                                  | 9.00       | Trips        | 2.00            | 18.00              |
|                       | Gatewell Slabs   | 2.00       | Trips        | 2.00            | 4.00               |
|                       | Gatewell Walls   | 5.00       | Trips        | 2.00            | 10.00              |
|                       | Recycling Center Slab  | 8.00       | Trips        | 2.00            | 16.00              |
| 278                   | Concrete Cylinder Pick up  | 18.00      | Hour         | 78.00           | \$1,404.00         |
| 1861                  | CMT Trip Charge  | 42.00      | Each         | 25.00           | \$1,050.00         |
| <b>Activity 2.2</b>   | <b>Concrete Lab Tests</b>  |            |              |                 | <b>\$2,880.00</b>  |
| 1364                  | Compressive strength of concrete cylinders (ASTM C 39), per specimen | 96.00      | Each         | 30.00           | \$2,880.00         |
|                       | <i>Work Activity Detail</i>  | <i>Qty</i> | <i>Units</i> | <i>Hrs/Unit</i> | <i>Extension</i>   |
|                       | Exterior Concrete & Driveway Aprons                                  | 9.00       | Set          | 4.00            | 36.00              |
|                       | Gatewell Slabs   | 2.00       | Set          | 4.00            | 8.00               |
|                       | Gatewell Walls   | 5.00       | Set          | 4.00            | 20.00              |
|                       | Recycling Center Slab  | 8.00       | Set          | 4.00            | 32.00              |



# Project Proposal

QTB055643

FM-15-B2, Rose Creek Golf Course, Phase 2 (For B1503039.03)

Phase 2 Total: \$9,078.00

| Phase 3             |                    | Project Management, Engineering Review & Oversight |      |        |                   |
|---------------------|--------------------|--|------|--------|-------------------|
| <b>Activity 3.1</b> |                    | <b>Project Management</b>                          |      |        | <b>\$5,215.00</b> |
| 238                 | Project Assistant  | 10.00  | Hour | 84.00  | \$840.00          |
| 226                 | Project Manager    | 15.00  | Hour | 167.00 | \$2,505.00        |
| 128                 | Senior Engineer    | 10.00  | Hour | 187.00 | \$1,870.00        |
| <b>Activity 3.2</b> |                    | <b>Certification</b>                               |      |        | <b>\$7,852.00</b> |
| 238                 | Project Assistant  | 5.00   | Hour | 84.00  | \$420.00          |
| 126                 | Project Engineer   | 25.00  | Hour | 167.00 | \$4,175.00        |
| 128                 | Senior Engineer    | 15.00  | Hour | 187.00 | \$2,805.00        |
| 130                 | Principal Engineer | 2.00   | Hour | 226.00 | \$452.00          |
| Phase 3 Total:      |                    |  |      |        | \$13,067.00       |

Proposal Total: \$38,795.00

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## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-14-61, FM-14-62, FM-14-63  
(aka 6229)

Type: Contract Amendment #4

Location: Prairie Rose Area

Date of Hearing: 6/26/2017

|                 |                      |
|-----------------|----------------------|
| <u>Routing</u>  | <u>Date</u>          |
| City Commission | <u>7-3-2017</u>      |
| PWPEC File      | <u>X</u>             |
| Project File    | <u>Jody Bertrand</u> |

The Committee reviewed the accompanying correspondence from Project Engineer, Jody Bertrand, related to a contract amendment submitted by Houston Engineering in the amount of \$130,021.00 bringing the total contract amount to \$796,539.00. This amendment is for unanticipated warranty items and contractor coordination in addition to sidewalk warranty concerns discovered in Phase 1, seeding and gatewell warranty issues which required additional services for Phase 2 and added engineering design & inspection services for Phase 3 of the Prairie Rose Area flood protection project.

Staff is recommending approval of the contract amendment.

On a motion by Steve Sprague, seconded by Mark Bittner, the Committee voted to recommend approval of Contract Amendment #4 to Houston Engineering in the amount of \$130,021.00.

#### RECOMMENDED MOTION

Concur with PWPEC recommendation and approve Contract Amendment #4 in the amount of \$130,021.00 for Project No. FM-14-61, FM-14-62, FM-14-63 (aka 6229), bringing the total contract amount to \$796,539.00.

#### PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax (460)/NDSWDC

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

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

#### COMMITTEE

Tim Mahoney, Mayor  
Jim Gilmour, Director of Planning  
Steve Dirksen, Fire Chief  
Mark Bittner, Director of Engineering  
Bruce Grubb, Enterprise Director/Interim City Administrator  
Ben Dow, Director of Operations  
Steve Sprague, City Auditor  
City Engineer  
Kent Costin, Finance Director

| <u>Present</u>                      | <u>Yes</u>                          | <u>No</u>                | <u>Unanimous</u>                    |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mike Redlinger                      |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Brenda Derrig                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |

ATTEST:

C: Jen Graphenteen

  
Brenda E. Derrig, P.E.  
Division Engineer



# Memorandum

**To:** PWPEC

**From:** Jody Bertrand, Division Engineer *AKS*

**Date:** 6/26/2017

**Re:** Project No(s). FM-14-61, FM-14-62, FM-14-63 (aka 6229) – Prairie Rose Area Flood Risk Management  
Contract Amendment #4 Request

---

Contract Amendment #4 is for additional engineering, design and inspection services provided by Houston Engineering and two sub-consultants for the three phases of construction for the Prairie Rose/Mistwood areas and the certification/validation of a gateway's construction on the north side of the drain opposite these improvements. In 2013 the City entered into a contract with Houston Engineering for the engineering services related to the flood risk project proposed within the Prairie Rose Addition and Mistwood Townhomes areas. The project was originally two phases but, due to slow home buyouts along 39<sup>th</sup> Avenue South, a portion of the second phase of the project was separated into a third phase for construction and inspection.

Phase 1 for the Prairie Rose area, consists of the right of way along 40<sup>th</sup> Avenue South west of the Rose Coulee bridge. Unanticipated warranty items and contractor coordination have been required through the summer of 2016 with additional sidewalk warranty concerns discovered in the spring of 2017. This work will need inspection and testing services (Braun Intertec) provided for the probable sidewalk replacement along the corridor due to surfaced defects observed throughout the corridor this spring. The anticipated cost for the services to be provided are estimated at \$13,908.

Phase 2 of the project has had seeding and gateway warranty issues which have required additional services in 2016 and also into the spring/summer of 2017, prior to the anticipated project closeout of this phase later this summer. The cost for this work is estimated at \$6,901.

Along with the creation of Phase 3 of the project with design of plans and inspection service for the infill area of the levee along 39<sup>th</sup> Avenue South, added engineering design and inspection services will be required for the additional work revolving around the two remaining buyout homes being included as part of this project and the removal of sanitary and water services from a previous demolition project completed on other homes in the area. The services were not completed under the demolition contract due to access concerns which would have been multiple years for the remaining residents. Two additional engineering subcontractors will be hired by Houston to facilitate the demolitions and service disconnects (Braun and Legend- asbestos). The estimated cost for the new phase and the additional work is \$104,217.

As part of the certification process along the drain, Houston Engineering was requested to evaluate the gateway structure on the north side of the drain to the north of these improvements to verify the certification possibility of that structure in the future FEMA submittals versus a mandatory reconstruction. The estimated cost for this work is \$4,995.

An attached Houston Engineering memo identifies the additional cost in a provided table as part of the contract agreement.

Recommend Motion:

Approve Contract Amendment #4 submitted by Houston Engineering in the amount of \$130,021, which would bring the new contract total amount to \$796,539 for all three phases.

Fargo Corporate Office 701.237.5065 701.237.5101

1401 21st Avenue North Fargo ND 58102



## ENGINEERING SERVICES AGREEMENT

### AMENDMENT NO. 4

**Project:** Drain 27 – Prairie Rose Area Flood Risk Management Project  
Proj. 6229 (FM-14-61) HE Project No. 10\_6059\_063

**Client:** City of Fargo  
200 North 3<sup>rd</sup> Street  
Fargo, ND 58102  
Phone (701) 241-1548  
Attn: Jody Bertrand

**Location  
of Project:** City of Fargo, Cass County, North Dakota

**Description  
of Work:** This contract amendment is to provide additional services, as requested by city staff, to assist with changes to project scope for the project between 40<sup>th</sup> Avenue South and I-29; and also additional construction and geotechnical services.

The additional services fee is based on the following breakdown:

1. Additional Construction Phase Services (Phase 1 – 40th Avenue)
2. Additional Construction Phase Services (Phase 2 – Prairie Rose – Part 1)
3. Additional Design and Construction Phase Services (Phase 3 – Prairie Rose – Part 2)
4. Existing City Levee Certification/Validation – North Side Gatewell Evaluation

#### **1. Additional Construction Phase Services (Phase 1 – 40th Avenue)**

The significant items include:

- Additional Construction Services in 2016
  - Unanticipated Warranty Items and Contractor Coordination
    - Construction of the project per the original construction schedule was to be nearly completed in 2015 with only two weeks work expected in 2016. However, actual construction continued periodically through 2016 with seeding and warranty items and is expected to finish up in 2017.
- Additional Anticipated Construction Services in 2017
  - Unanticipated Sidewalk Warranty Replacement (HEI/Braun).
    - Due to deficiencies identified in several areas of sidewalk along 40<sup>th</sup>

Bismarck 701.323.0200 701.323.0300

Maple Grove 763.493.4522 763.493.5572

Minot 701.852.7931 701.858.5655

Thief River Falls 218.681.2951 218.681.2987

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Avenue, the contractor has been asked to remove and replace sidewalk along the project. This item is intended to cover construction administration, observation and material testing costs associated with the removal and replacement. A copy of the proposal from Braun Intertec for material testing costs are included as **Attachment 2** to this document.

The estimated costs of the **Additional Construction Phase Services (Phase 1 – 40th Avenue)** services is \$13,908 as detailed Attachment No. 1.

## 2. Additional Construction Phase Services (Phase 2 – Prairie Rose – Part 1)

The significant items include:

- Additional Construction Services in 2016
  - Unanticipated Warranty Items and Contractor Coordination
    - Construction of the project per the original construction schedule was to be nearly completed in 2015 with only two weeks work expected in 2016. However, actual construction continued periodically through 2016 with seeding and warranty items and is expected to finish up in 2017.

The estimated costs of the **Additional Construction Phase Services (Phase 2 – Prairie Rose – Part 1)** services is \$6,901 as detailed Attachment No. 1.

## 3. Additional Design and Construction Phase Services (Phase 3 – Prairie Rose – Part 2)

The significant additional design items include:

- Asbestos Inspections (Subcontract (Legend Technical Services) and Coordination) - \$2450 subcontract and necessary coordination. **See Attachment No. 3.**
- Incorporation of Home Demolitions to Plans and Specifications.
- Additional Services Removal / Roadway Replacement added to project.

The significant additional construction services items include the following items for the proposed Phase 3 project. We have estimated that Phase 3 will take 12 weeks:

- Construction Staking, Inspection, Construction Administration.
- Quality Control (HEI/Braun).

The estimated costs of the **Additional Design and Construction Phase Services (Phase 3 – Prairie Rose – Part 2)** services is \$104,217 as detailed Attachment No. 1. This includes \$25,000 for services to be performed by Braun and \$2,450 for services to be performed by Legend Technical Services.

## 4. Existing City Levee Certification/Validation – North Side Gatewell Evaluation

This task includes the Structural Design Review and Analysis of the existing gatewell near the Ulteig Office. This work requested by city staff in





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March of 2016 and completed shortly thereafter.

The estimated costs of the **Existing City Levee Certification/Validation – North Side Gatewell Evaluation** services is \$4,995 as detailed Attachment No. 1.

### **Basis of Proposal**

This amendment covers the additional services as described above. Actual construction 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 \$130,021. Additional work required beyond the scope listed below will be billed at our current hourly rates. Houston Engineering, Inc. (with assistance from Braun Intertec, Inc. and Legend Technical Services) will perform the services as outlined below and detailed in Attachments 1, 2, and 3. Tasks will be performed in accordance with our current hourly rates (Attachment 4).

**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:

Client: City of Fargo

Signature: \_\_\_\_\_

Timothy J. Mahoney

Title: \_\_\_\_\_

Mayor

Date: \_\_\_\_\_

Proposal: Houston Engineering, Inc.

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT 1**  
**Additional Hourly Services**

**Project FM-14-61 - Amendment No 4**  
Cost Estimate

## Notes

| Notes   | Task Cost | PM<br>\$173 | Eng/General Design<br>\$158 \$126 | Structural<br>\$158 \$126 | Permit<br>\$143 | Easement<br>\$131 | Survey<br>\$167 \$25 | Inspection<br>\$114 | CADD<br>\$101 | Subcontract<br>\$1 | Misc<br>\$0.55 |
|---|-----------|-------------|-----------------------------------|---------------------------|-----------------|-------------------|----------------------|---------------------|---------------|--------------------|----------------|
| [1] Additional Construction Phase Services (Phase 2 – 40th Avenue)                                  |           |             |                                   |                           |                 |                   |                      |                     |               |                    |                |
| Additional Construction Services in 2016  | \$5,604   | 4           | 8                                 |                           |                 |                   |                      | 32                  |               |                    |                |
| Unanticipated Sidewalk Warranty Replacement (HEI/Braun).  | \$8,304   | 2           | 8                                 |                           |                 |                   | 8                    | 32                  |               | 1477               | 60             |
| Total Hours   |           | 6           | 16                                | 0                         | 0               | 0                 | 8                    | 64                  | 0             | 1477               | 60             |
| Total Costs   | \$13,908  | \$1,038     | \$2,528                           | \$0                       | \$0             | \$0               | \$1,336              | \$7,296             | \$0           | \$1,477            | \$33           |
| \$13,908  |           |             |                                   |                           |                 |                   |                      |                     |               |                    |                |
| [1] Additional Construction Phase Services (Phase 2 – Prairie Rose – Part 1)                        |           |             |                                   |                           |                 |                   |                      |                     |               |                    |                |
| Additional Construction Services in 2016 / Unanticipated Warranty Items and Contractor Coordination | \$6,901   | 4           | 16                                |                           |                 |                   |                      | 32                  |               |                    | 60             |
| Total Hours   |           | 4           | 16                                | 0                         | 0               | 0                 | 0                    | 32                  | 0             | 0                  | 60             |
| Total Costs   | \$6,901   | \$692       | \$2,528                           | \$0                       | \$0             | \$0               | \$0                  | \$3,648             | \$0           | \$0                | \$33           |
| \$6,901   |           |             |                                   |                           |                 |                   |                      |                     |               |                    |                |
| [1] Additional Design and Construction Phase Services (Phase 2 – Prairie Rose – Part 2)             |           |             |                                   |                           |                 |                   |                      |                     |               |                    |                |
| Additional Design and Plan Preparation  | \$9,436   | 4           | 16                                | 24                        |                 |                   | 4                    | 4                   | 24            | 2450               |                |
| Asbestos Inspection Sub Contact   | \$3,571   | 1           | 6                                 |                           |                 |                   |                      |                     |               |                    |                |
| Construction Staking  | \$7,680   |             |                                   |                           |                 |                   | 40                   | 40                  |               |                    |                |
| Construction Inspection   |           |             |                                   |                           |                 |                   |                      |                     |               |                    |                |
| Material Testing  | \$25,000  |             |                                   |                           |                 |                   |                      |                     |               | 25000              |                |
| Engineer  | \$25,368  | 24          | 96                                | 48                        |                 |                   |                      |                     |               |                    | 600            |
| Inspector   | \$33,162  |             |                                   |                           |                 |                   |                      |                     |               |                    | 600            |
| Total Hours   |           | 29          | 118                               | 72                        | 0               | 0                 | 44                   | 288                 | 24            | 27450              | 600            |
| Total Costs   | \$104,217 | \$5,017     | \$18,644                          | \$9,072                   | \$0             | \$0               | \$7,348              | \$32,832            | \$2,424       | \$27,450           | \$330          |
| \$104,217   |           |             |                                   |                           |                 |                   |                      |                     |               |                    |                |
| [1] Existing City Levee Certification/Validation – North Side Gatewell Evaluation                   |           |             |                                   |                           |                 |                   |                      |                     |               |                    |                |
| Structural Analysis   | \$4,995   | 1           |                                   | 5                         | 32              | 0                 | 0                    | 0                   | 0             | 0                  | 0              |
| Total Hours   |           | 1           | 0                                 | 5                         | 32              | 0                 | 0                    | 0                   | 0             | 0                  | 0              |
| Total Costs   | \$4,995   | \$173       | \$0                               | \$790                     | \$4,032         | \$0               | \$0                  | \$0                 | \$0           | \$0                | \$0            |
| \$4,995   |           |             |                                   |                           |                 |                   |                      |                     |               |                    |                |
| Total Project Costs   |           |             |                                   |                           |                 |                   |                      |                     |               |                    |                |
| Total Hours   |           | 40          | 150                               | 72                        | 5               | 32                | 52                   | 384                 | 24            | 28927              | 720            |
| Total Costs   |           | \$6,920     | \$23,700                          | \$9,072                   | \$790           | \$4,032           | \$8,684              | \$43,776            | \$2,424       | \$28,927           | \$396          |
| \$130,021   |           |             |                                   |                           |                 |                   |                      |                     |               |                    |                |

## Summary

|  |                  |
|--|------------------|
| 1) Additional Construction Phase Services (Phase 1 – 40th Avenue)                      | Cost             |
| 2) Additional Construction Phase Services (Phase 2 – Prairie Rose – Part 1)            | \$13,908         |
| 3) Additional Design and Construction Phase Services (Phase 3 – Prairie Rose – Part 2) | \$6,901          |
| 4) Existing City Levee Certification/Validation – North Side Gatewell Evaluation       | \$104,217        |
| <b>Total Proposed Amount =</b>   | <b>\$4,995</b>   |
|  | <b>\$130,021</b> |

**ATTACHMENT 2**  
**Additional Hourly Geotechnical Construction Services**



The Science You Build On.

# Project Proposal

QTB058721

## Prairie Rose Phase 2 - Sidewalk Replacement

**Client:**

Houston Engineering, Inc.  
Jerry Bents  
1401 21st Avenue North  
Fargo, ND 58102  
701-237-5065

**Work Site Address:**

Drain 27 - Phase 2  
40th Avenue South  
Fargo, ND

**Service Description:**

Construction Materials Testing

|                       | Description  | Quantity   | Units        | Unit Price      | Extension         |
|-----------------------|--|------------|--------------|-----------------|-------------------|
| <b>Phase 1</b>        | <b>Construction Materials Testing</b>                                |            |              |                 |                   |
| <b>Activity 1.1</b>   | <b>Concrete Testing</b>  |            |              |                 | <b>\$808.00</b>   |
| 261                   | Concrete Testing   | 4.00       | Hour         | 78.00           | \$312.00          |
|                       | <i>Work Activity Detail</i>  | <i>Qty</i> | <i>Units</i> | <i>Hrs/Unit</i> | <i>Extension</i>  |
|                       | Sidewalks  | 2.00       | Trips        | 2.00            | 4.00              |
| 278                   | Concrete Cylinder Pick up  | 2.00       | Hour         | 78.00           | \$156.00          |
| 1861                  | CMT Trip Charge  | 4.00       | Each         | 25.00           | \$100.00          |
| 1364                  | Compressive strength of concrete cylinders (ASTM C 39), per specimen | 8.00       | Each         | 30.00           | \$240.00          |
|                       | <i>Work Activity Detail</i>  | <i>Qty</i> | <i>Units</i> | <i>Hrs/Unit</i> | <i>Extension</i>  |
|                       | Sidewalks  | 2.00       | Set          | 4.00            | 8.00              |
| <b>Activity 1.2</b>   | <b>Project Management and Oversight</b>                              |            |              |                 | <b>\$669.00</b>   |
| 226                   | Project Manager  | 3.00       | Hour         | 167.00          | \$501.00          |
| 238                   | Project Assistant  | 2.00       | Hour         | 84.00           | \$168.00          |
| <b>Phase 1 Total:</b> |  |            |              |                 | <b>\$1,477.00</b> |

|                        |                   |
|------------------------|-------------------|
| <b>Proposal Total:</b> | <b>\$1,477.00</b> |
|------------------------|-------------------|

**ATTACHMENT 3**  
**Additional Hourly Asbestos Inspection Services**



1126 Westrac Drive  
Fargo, ND 58103  
Tel: 701.271.6779  
Fax: 701.271.4796

April 18, 2018, Revised April 28, 2017

Houston Engineering  
Attn: Dan Korf  
1401 21<sup>st</sup> Avenue North  
Fargo, ND 58102

RE: Proposal/Cost Estimate  
Asbestos Survey of 2 Residences for Demolition  
3215 and 3365 39<sup>th</sup> Avenue South in Fargo, ND

Attn: Dan Korf

LEGEND TECHNICAL SERVICES, INC. (LEGEND) appreciates the opportunity to provide this proposal for performing asbestos surveys of two residential properties in Fargo, ND. LEGEND understands the surveys are for building demolition.

LEGEND will conduct a NESHAP screening asbestos survey by collecting three samples of surfacing materials (walls & ceilings) and one sample of each suspect miscellaneous material in each site. LEGEND estimates 35 samples per house.

Please refer to Section C for the estimated time schedule which is the week of June 5 or 12, 2017.

#### **A. SCOPE OF WORK, ABESTOS BULK SURVEY**

- ◆ Provide North Dakota Certified Asbestos Inspectors to perform a screening asbestos survey of the houses. LEGEND will sample visible suspect asbestos containing materials but will not conduct demolition to look for hidden asbestos in walls, ceilings, etc.
- ◆ LEGEND will conduct a screening asbestos survey by collecting three surfacing samples and one sample of each suspect miscellaneous asbestos containing building material. Materials suspected of containing asbestos include but are not limited to: ceiling tiles, floor tiles and sheet vinyl, flooring adhesives, plasters, sheetrock, fireproofing, hardboards, pipe insulation, and acoustics. Roofing materials will be collected unless they are flat roofs or cannot be reached by a twelve foot ladder.
- ◆ Samples will be analyzed in LEGEND's NIST NVLAP accredited laboratory for asbestos content using polarized light microscopy.
- ◆ Locations of materials will be shown on floor plans provided by the owner. The final report will include the samples collected, their asbestos contents, any observations made during the site work, methodologies, and recommendations for control (if applicable).

**B. FEE SCHEDULE**

The fees are based on the following rate schedule:

|                                 |             |
|---------------------------------|-------------|
| ND certified asbestos inspector | - \$60/hr.  |
| Asbestos bulk analysis (PLM)    | - \$15 each |
| Mileage                         | - \$0.55/mi |
| Fed-ex shipping, expenses       | - \$50/each |

**The project estimate is as follows:**

|  |                      |
|--|----------------------|
| Asbestos survey of 3215 39 <sup>th</sup> Avenue S (35 samples)       | - \$ 1,225.00        |
| <u>Asbestos survey of 3365 39<sup>th</sup> Avenue S (35 samples)</u> | <u>- \$ 1,225.00</u> |
| <b>TOTAL PROPOSAL,</b>   | <b>- \$ 2,450.00</b> |

**C. TIME SCHEDULE**

LEGEND anticipates starting the surveys with-in 10 days of receiving authorization to proceed. The anticipated start date are the weeks of June 5<sup>th</sup> or June 12, 2017.

**D. ACCEPTANCE**

We appreciate the opportunity to provide you with this proposal. If you have any questions, please call me at 701-271-6779.

Please indicate your acceptance of this proposal by signing below and returning one copy to us for our records.


Cordially,

LEGEND TECHNICAL SERVICES, INC.

Mark Waltz  
Fargo Branch Manager

ACCEPTANCE:

Please indicate your acceptance of this proposal by signing below.

|             |   |
|-------------|---|
| Signed Name |  |
| Date        | 5/18/2017   |



**ATTACHMENT 4**  
**Current Hourly Rates**



## 2017 SC

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc.

| Category                          | Hourly Rate |
|-----------------------------------|-------------|
| Senior Project Manager            | \$190       |
| Project Manager                   | 173         |
| Project Engineer                  | 158         |
| Professional Engineer             | 142         |
| Design Engineer                   | 126         |
| Graduate Engineer                 | 114         |
| Legislative/Grant Specialist      | \$161       |
| Expert Witness                    | 209         |
| Sr. Environmental Project Manager | \$190       |
| Senior Environmental Scientist    | 167         |
| Environmental Scientist           | 143         |
| Scientist                         | 126         |
| Graduate Scientist                | 114         |
| Graduate Scientist I              | 91          |
| Senior Planner                    | \$173       |
| Associate Planner                 | 125         |
| Technical Writer                  | 84          |
| Sr. Land Surveyor Project Manager | \$168       |
| Senior Land Surveyor              | 155         |
| Land Surveyor                     | 131         |
| Graduate Land Surveyor            | 114         |
| Senior Construction Engineer      | \$155       |
| Construction Engineer             | 131         |
| Graduate Construction Engineer    | 112         |
| Senior Technician                 | \$114       |
| Technician                        | 101         |
| Graduate Technician               | 89          |
| Technician Intern                 | 77          |
| Senior GIS Project Manager        | \$167       |
| GIS Project Manager               | 143         |
| GIS Developer                     | 131         |
| GIS Specialist                    | 114         |
| GIS Technician/Developer II       | 99          |
| GIS Technician I                  | 84          |

| Category                        | Hourly Rate |
|---------------------------------|-------------|
| Right-of-Way Specialist         | \$173       |
| Right-of-Way Technician         | 103         |
| Senior Designer                 | \$137       |
| Designer                        | 119         |
| Surveyors:                      |             |
| 1-Person Crew (plus Equipment)  | \$138       |
| 2-Person Crew (plus Equipment)  | 167         |
| 3-Person Crew (plus Equipment)  | 209         |
| 4-Person Crew (plus Equipment)  | 233         |
| CAD Manager                     | \$114       |
| CAD Supervisor                  | 101         |
| Senior CAD Operator             | 89          |
| CAD Operator                    | 77          |
| Computer Technician             | \$137       |
| Senior Administrative Assistant | \$77        |
| Administrative Assistant        | 72          |

| Chargeable Expenses  | Rate                            |
|--|---------------------------------|
| Subsistence  | Actual Cost                     |
| Mileage-Vehicles:  |                                 |
| 2-Wheel Drive  | IRS Standard Rate               |
| 4-Wheel Drive  | IRS Standard Rate + \$0.20/Mile |
| GPS Equipment  | \$25/hour/unit                  |
| Robotic Total Station  | \$20/hour                       |
| S6 Robotic Total Station   | \$40/hour                       |
| ATV/Snowmobile/Boat  | \$15/hour                       |
| ATV with Tracks  | \$30/hour                       |
| Hydrone RCV  | \$50/hour                       |
| Small UAS  | \$25/hour                       |
| Long-Distance Telephone, Delivery, Postage, Printing                 | Actual Cost                     |
| Surveying Materials, Special Equipment, and other Materials required | Actual Cost                     |
| Subconsultants   | Actual Cost + 10%               |

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:

Erosion Protection & Incidentals

Project No. EP-17-A

Call For Bids July 3, 2017

Advertise Dates July 10 & 17, 2017

Bid Opening Date August 9, 2017

Substantial Completion Date September 15, 2017

Final Completion Date October 1, 2017

N/A PWPEC Report (Attach Copy) - **Part of 2017 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 Roger E. Kluck

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:

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  
EROSION PROTECTION & INCIDENTALS  
PROJECT NO. EP-17-A

**Nature & Scope**

This project includes construction of erosion protection repairs on an existing flood protection levee north of 52<sup>nd</sup> Avenue on Rose Coulee/Drain 53. The project includes erosion control, repair seeding, and incidentals on the east levee from 52<sup>nd</sup> Avenue to Rose Creek Parkway South.

**Purpose**

The purpose of this project is to repair an existing levee to re-establish grass growth to prevent future erosion.

**Feasibility**

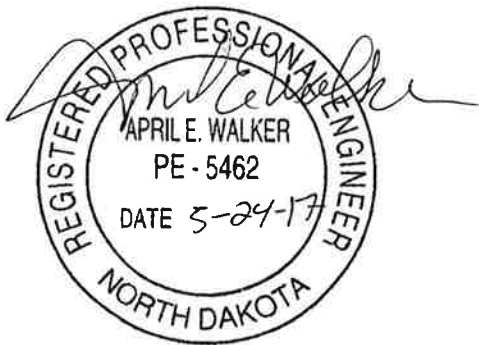
The costs of these improvements are estimated as follows:


|                              |                     |
|------------------------------|---------------------|
| Estimated Construction Cost  | \$ 19,796.50        |
| Engineering (6%)             | \$ 1,187.79         |
| Legal & Misc. (3%)           | \$ 593.90           |
| Interest (4%)                | \$ 791.86           |
| <b>Total Estimated Cost:</b> | <b>\$ 22,370.05</b> |

**Funding**

|  |                     |
|--|---------------------|
| Storm Sewer Utility Funds<br>Through Fund 524 (100%) | <b>\$ 22,370.05</b> |
|--|---------------------|

We believe this project to be cost effective.



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

May 2017

# REPORT OF ACTION

## UTILITY COMMITTEE

(26)

Project No. NA

Type: Wenck Associates Task Order  
Title V Landfill Emission Air Testing

Location: Solid Waste Division - Landfill

Date of Hearing: 6/22/17

|                 |             |
|-----------------|-------------|
| <u>Routing</u>  | <u>Date</u> |
| City Commission | 7/3/17      |
| Project File    |             |

Terry Ludlum, Solid Waste Utility Director, presented the attached Task Order with Wenck Associates, Inc., to complete Title V Non-Methane Organic Compound (NMOC) Air Testing as required by the USEPA and the North Dakota Department of Health.

The landfill currently operates under a permit for a Solid Waste Management Facility from the North Dakota Department of Health Waste Management Division (NDDH-WMD). In conjunction with the NDDH-WMD permit, the landfill is also required to obtain a *Title V Permit to Operate* in conjunction with regulations of the USEPA and NDDH – Air Quality Division (AQD). The existing Title V Permit is set to expire March 7, 2018, and based upon recent discussions with the NDDH-AQD and the USEPA, all landfill gas emission testing for renewal of the permit was to be completed by June 20, 2018. This regulatory interpretation is in contrast to past renewal procedures due to the implementation of recently announced USEPA standards (which are currently under a 90-day stay) and the recent approval of a permit modification, which included operation of the current landfill and reclamation of the former landfill.

With the updated regulatory interpretation and shortened submittal timeframe, Wenck promptly prepared a Tier 2 NMOC Sampling Plan for the City and obtained approval from the NDDH-AQD and USEPA for the implementation of the plan. The Wenck Task order proposal includes all steps necessary to meet potentially initiated landfill emission specifications and is divided into four tasks:

|                 |                             |                      |
|-----------------|-----------------------------|----------------------|
| <b>Task 01:</b> | Sampling Plan               | \$ 400               |
| <b>Task 02:</b> | Sampling Probe Installation | \$13,700 (estimated) |
| <b>Task 03:</b> | NMOC Sampling               | \$ 8,900             |
| <b>Task 04:</b> | Calculations                | \$ 900               |
| <b>Total</b>    |                             | <b>\$23,900</b>      |

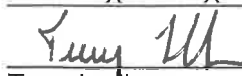
The sampling probe installation under Task 02 was awarded to Northern Technologies after obtaining quotes from the two local contractors familiar with the specialized practice. The estimated cost provided is for the installation of twenty-seven probes that meet Title V testing standards. Should the installed probes not meet testing standards (i.e. after a 24-hour period the probes contain groundwater or leachate) additional installation will be required and the cost will be adjusted accordingly.

**MOTION:**

On a motion by Bruce Grubb, seconded by Ben Dow, the Utility Committee voted to approve the attached task order with Wenck Associates under the existing General Engineering Services Agreement, and approve work by Northern Technologies as sole source procurement.

| <u>COMMITTEE:</u>                          | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|--|----------------|------------|-----------|------------------|
| Anthony Gehrig, City Commissioner          | X              | X          |           | X                |
| Mark Bittner, Director of Engineering      | X              | X          |           |                  |
| April Walker, City Engineer                | X              | X          |           |                  |
| Kent Costin, Director of Finance           | X              | X          |           |                  |
| Don Tucker, Wastewater Plant Supt.         | X              | X          |           |                  |
| Bruce Grubb, Enterprise Director           | X              | X          |           |                  |
| Scott Liudahl, City Forester               | X              | X          |           |                  |
| Terry Ludlum, Solid Waste Utility Director | X              | X          |           |                  |
| James Hausauer, Wastewater Util. Director  | X              | X          |           |                  |
| Troy Hall, Water Utility Director          | X              | X          |           |                  |
| Ben Dow, Public Works Operations Director  | X              | X          |           |                  |

ATTEST:

  
Terry Ludlum  
Solid Waste Utility Director


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

**Division of Solid Waste**

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

***MEMORANDUM***

To: Utility Committee

From: Terry Ludlum, Solid Waste Utility Director 

Date: June 16, 2017

Subject: Wenck Task Order – To Complete Title V Non-Methane Organic Compound Air Testing as Required by the USEPA and North Dakota Department of Health

---

Attached for your reference is a task order from Wenck Associates. The proposal is for engineering services to complete Non-Methane Organic Compound Testing (NMOC) at the landfill. The work is proposed to be performed on a *Time and Expense* basis for Wenck, and a third party quoted cost, with a total base estimate of \$23,900.

**Background**

On February 18, 2016, the North Dakota Department of Health, Division of Waste Management (NDDH-DWM) formally approved a permit modification for the City of Fargo landfill. The permit included continued operation of the current 160-acre site (West Landfill) with a newly approved 20-foot vertical expansion. The permit was also revised to include the reclamation and reuse of the 160-acre former landfill site (East Landfill).

In conjunction with the NDDH-DWM Permit, the landfill also falls under the regulations of the NDDH Air Quality Division (NDDH-AQD) and the USEPA, which requires renewal of a *Title V Permit to Operate* every five years. The existing *Title V Permit* is set to expire March 7, 2018, and the completed renewal application is due at least six months prior.

Recent discussions with the NDDH-AQD and the USEPA (May, 2017) revealed that although the completed application must be submitted six months prior, new standards require that the actual onsite collection of landfill gas emission samples must be completed by June 20<sup>th</sup>, 2017. Additionally, since the DWM Permit was modified since the approval of the existing Title V Permit, the regulatory interpretation (USEPA) was that the landfill is required to submit an increased number of samples which are representative of the combined landfill sites. Please note that this interpretation is in contrast to past standards due to the implementation of recently announced EPA New Source Performance Standards (NSPS) for landfill emissions, which are currently under a 90-day stay.

With the updated regulatory interpretation and submittal timeframe, Wenck promptly prepared a *Tier 2 NMOC Sampling Plan for the City of Fargo Landfill* and obtained approval from the NDDH-AQD and the USEPA for implementation of the plan. A copy of the plan is available upon request.

This Wenck Task Order proposal includes all steps necessary to meet potentially initiated NSPS specifications and is divided into four tasks:

**Task 1 – Sampling Plan**

**Task 2 – Sampling Probe Installation**

**Task 3 – NMOC Sampling**

**Task 4 - Calculations**

**Task 1 – Sampling Plan (Completed cost of \$400)**

Includes layout of sampling probe locations (see attached), sampling equipment, and sampling methodology. To be approved by NDDH-AQD & USEPA prior to implementation.

**Task 2 – Sampling Probe Installation (Estimated cost of \$13,700)**

Using test pitting information from previous projects, Wenck will provide coordination of sampling plan locations. Actual installation is being performed by Northern Technologies and will be billed directly to the City. (Northern Technologies was awarded the work after quotes were obtained from the two local contractors familiar with the practice). The base cost provided includes twenty-five (25) probes installed in the east landfill and two (2) in the west landfill. Regulations state that each installed probe remain in place for 24-hours prior to testing and should the probe contain any groundwater or leachate, an additional probe must be installed. Should this occur, the estimated cost would increase per probe installation.

**Task 3 – NMOC Sampling (Estimated cost of \$8,900)**

Includes gathering twenty-seven (27) samples from the designated probe sites and twenty-three samples from existing landfill gas wellheads sites using project specific equipment. This includes stainless steel sampling probes, Rotameter with flow control valve, stainless steel sampling valve, pressure gauge, and stainless steel sampling tanks. Samples will be submitted to Test America for completion.

**Task 4 – Calculations (Estimated cost of \$900)**

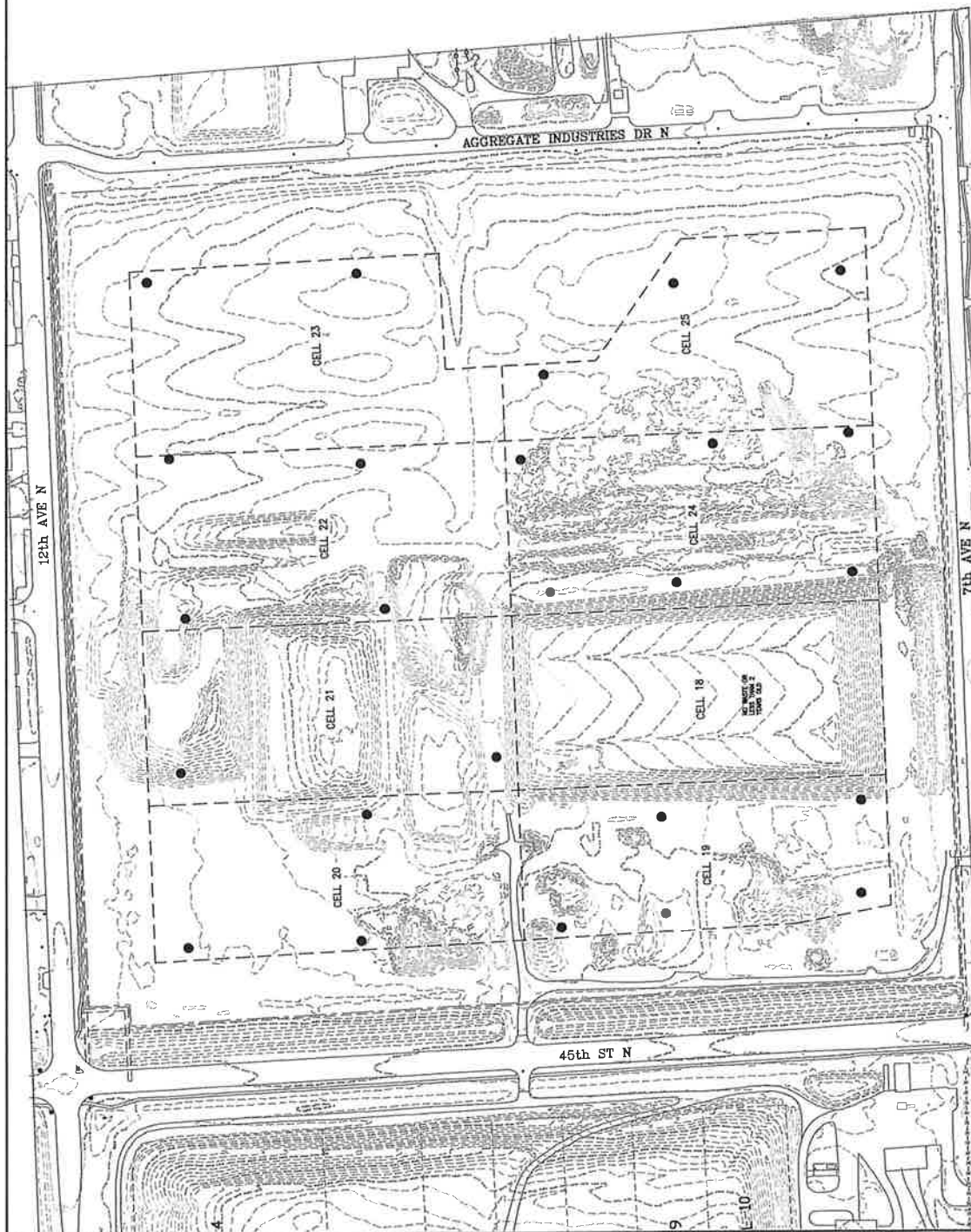
Wenck will perform all calculations per USEPA requirements as provided and approved in the *Tier 2 NMOC Sampling Plan*.

**Recommendation**

Approve the attached task order with Wenck Associates to complete Title V Non-Methane Organic Compound Air Testing as required by the North Dakota Department of Health and USEPA. The work will be performed on a *Time and Expense* basis for an estimated base price of \$23,900. Additional costs may be incurred as described within.





[illegible]

**Task Order  
Between the City of Fargo  
and  
Wenck Associates, Inc.**

**Task Number:** 0208-145

## **Introduction**

---

The City of Fargo (the City) currently owns and operates a 160-acre municipal solid waste (MSW) landfill located in the NE quarter of Section 4, Township 139 North, Range 49 West in Fargo, Cass County, North Dakota (West Landfill). The West Landfill began receiving waste in 1980, and is still currently active. The City also has a 160-acre former landfill (East Landfill) that is located adjacent to the West Landfill in the NW quarter of Section 3, directly east of 45<sup>th</sup> Street, between 7<sup>th</sup> Avenue North and 12<sup>th</sup> Avenue north. The East Landfill began receiving waste in 1958, and ceased in 1980.

Both landfills operate under a Solid Waste Management Facility Permit issued by the North Dakota Department of Health (NDDH) (Permit No. 0260). On December 30, 2014, The City submitted a permit modification application to the NDDH Division of Solid (the Department) Waste for a vertical expansion for the West Landfill and to redevelop the East Landfill. On February 18, 2016, the Department reissued the Permit approving the proposed expansions. Modification of the West Landfill and East Landfill commenced on July 2016 and April 25, 2016, respectively.

The City of Fargo Sanitary Landfill (Fargo Landfill), is currently permitted for a waste capacity of over 2.5 million cubic meters and has undergone modification after July 17, 2014; therefore, it would be subject to the federal New Source Performance Standard (NSPS) for landfill gas emissions 40 CFR 60, subp. XXX. 40 CFR 60, subp. XXX is currently under a 90 day stay. While the standard is stayed, 40 CFR 60, subp. WWW (nearly identical to the newer standard) applies to each modification. The primary difference between subp. XXX and WWW is that XXX requires the total C<sub>NMOC</sub> emission rate to be below 34 Mg per year, while WWW requires sources to be below 50 Mg per year.

## **Project Description**

---

Wenck Associates, Inc. (Wenck) is pleased to submit this Task Order for engineering services to complete None Methane Organic Compound Testing (NMOC) at the Fargo Landfill. The testing is required every five years, the deadline to complete the field sampling is June 20, 2017. If sampling is not completed by this date the City would be required to install and operate a gas collection and control system for both the East and West landfill.

In the past, the NMOC requirements only pertained to the landfill west of 45<sup>th</sup> street. Since redevelopment of the east landfill has commenced, the rules require us to sample from this landfill as well. Wenck will proposed to install probes in the East Landfill, collect samples from existing gas extraction wells in the West Landfill and install two (2) probes in the West Landfill to provide proper coverage of sampling.

The work will include the following:

## **Project Approach and Scope of Work**

---

Wenck has divided the scope of work for the project into four distinct tasks. The scope of each task is described in the following sections of this proposal.

### **Task 1 – Sampling Plan**

- ▲ Wenck will complete a sampling plan for submittal and approval to the North Dakota Department of Health. This task will include:
  - Sampling probe locations
  - Sampling equipment
  - Sampling method.

### **Task 2 – Sampling Probe Installation**

- ▲ Wenck will provide coordination of the sampling probe installation. The actual installation will be performed by a third-party contractor, costs from the third-party will be billed directly to the City. This task will include:
  - Identify and mark location of proposed sampling probes. Twenty-five (25) probes will be installed in the east landfill and two (2) probes installed in the West Landfill.
  - Ensure installation follows applicable regulations

Wenck received costs estimates from two companies to complete the sampling probe installation. Only one company (Northern Technologies, Inc.) indicated they could start the work immediately, which will allow us to complete the sampling within the required timeline.

### **Task 3 – NMOC Sampling**

- ▲ Wenck will conduct the required sampling from the probes and existing gas wells. This task will include use of the following:
  - Stainless steel sampling probe(s);
  - Rotameter, with flow control valve;
  - Stainless steel sampling valve;
  - Pressure gauge, capable of measuring pressure to within 1 mm Hg in the range of 1 to 1,100 mm Hg;
  - Stainless steel sampling tank

NMOC samples collected during the sampling event will be submitted to an independent testing laboratory for the required analytical work. Samples will be analyzed according to USEPA Method 25C.

### **Task 4 – Calculations**

- ▲ As specified in 40 CFR 60.764(a)(3) and 40 CFR 60.754(a)(3), an average NMOC concentration will be calculated for all samples collected during the Tier 2 sampling event. This average NMOC concentration will be divided by six (6), to convert from a concentration of NMOC as carbon to a concentration as hexane. The latter is required for calculating NMOC emissions according to the NSPS.

## Project Schedule

Tasks 1 through 3, with the exception of the laboratory work will be completed the week of June 12, 2017. Laboratory analysis is expected to take 10-14 days. Wenck will complete the calculations within two weeks of receiving the laboratory analysis.

## Estimated Project Cost

The estimated project cost by task is presented in the table below.

| Item Description                   | Estimated Cost Wenck | Estimated Costs Third-Party | Total           |
|------------------------------------|----------------------|-----------------------------|-----------------|
| Task 1 – Sampling Plan             | \$400                | \$0                         | \$400           |
| Task 2 – Sample Probe Installation | \$1,800              | \$11,900                    | \$13,700        |
| Task 3 – NMOC Sampling             | \$4,250              | \$4,650                     | \$8,900         |
| Task 5 - Calculations              | \$900                | \$0                         | \$900           |
|                                    |                      |                             |                 |
| Total Estimated Project Costs      | \$7,350              | \$16,550                    | <b>\$23,900</b> |

The costs above are considered a base cost and assumes that all the probes initially installed will be able to be sampled from. If reasons occur that do not allow the probe to be sampled (liquid present, no flow through probe, etc.) a replacement probe will need to be installed and additional costs incurred.

Approved:



Randy L. Hanson, Principal  
Wenck Associates, Inc.

Terry Ludlum, Solid Waste Utility Director  
City of Fargo

Date



## PUBLIC WORKS/OPERATIONS

27

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

June 28, 2017

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

RE: RFP for High Dump Sweeper RFP17153

Commissioners:

On May 26, 2017, proposals were received for one (1) High Dump Street Sweeper. Eight proposal was submitted by three vendors.

The results were as follows:

| <u>Firm</u>            | <u>Price</u> |
|------------------------|--------------|
| Swanston Equipment     | \$217,700.00 |
| Swanston Equipment     | \$207,600.00 |
| Titan Machinery        | \$239,083.00 |
| Titan Machinery (demo) | \$202,878.00 |
| Titan Machinery        | \$226,978.00 |
| Sanitation Products    | \$201,085.00 |
| Sanitation Products    | \$254,305.00 |
| Sanitation Products    | \$254,305.00 |

The review committee, consisting of Ben Dow, Corey Hoium, Mark Williams and Allan Erickson, determined which vendors met the required specifications. Our recommendation is to purchase based on the compliant proposal from Swanton Equipment. Funding for this project is included in the 2017 Street Department Budget.

SUGGESTED MOTION:

Approve the recommendation to purchase one (1) High Dump Sweeper from Swanston Equipment for the amount of \$217,700.00.

Respectfully Submitted,

Allan Erickson  
Fleet Management Specialist

**Request for Proposals (RFP)**  
**High Dump Sweeper**  
5/26/17

**Proposal Evaluation Summary**

|  | Swanston<br>Equip   | Swanston<br>Equip          | Sanitation<br>Products | Sanitation<br>Products    | Sanitation<br>Products | Sanitation<br>Products | Titan<br>Machinery          |
|--|---------------------|----------------------------|------------------------|---------------------------|------------------------|------------------------|-----------------------------|
| <b>Body Manf<br/>Model</b>                     | Global<br>M4 HSD    | Global<br>M4               | Elgin<br>Badger<br>NPR | Elgin<br>Broom Bear<br>M2 | Elgin<br>Eagle<br>M2   | Elgin<br>Eagle<br>M2   | Schwarze<br>Avalanche<br>M6 |
| <b>Package</b>                                 | \$256,200.00        | \$246,100.00               | \$201,085.00           | \$283,400.00              | \$294,305.00           | \$294,305.00           | \$262,083.00                |
| <b>TRADE:</b>                                  |                     |                            |                        |                           |                        |                        |                             |
|  | -\$38,500.00        | -\$38,500.00               | -\$30,000.00           | -\$40,000.00              | -\$40,000.00           | -\$40,000.00           | \$ (23,000.00)              |
| <b>Total</b>                                   | <b>\$217,700.00</b> | <b>\$207,600.00</b>        | <b>\$171,085.00</b>    | <b>\$243,400.00</b>       | <b>\$254,305.00</b>    | <b>\$254,305.00</b>    | <b>\$239,083.00</b>         |
| <b>W/O Trade</b>                               | \$256,200.00        | \$246,100.00               | \$201,085.00           | \$283,400.00              |                        |                        |                             |
| <b>Est. Delivery<br/>autolube<br/>warranty</b> | 90-120<br>2yr/2000  | 90-120<br>4300<br>2yr/2000 | 60                     | 98<br>4000<br>1yr         | 98<br>1yr/             | 98<br>1yr/             | 30-60<br>2yr/2400           |

| Titan Machinery       | Titan Machinery       |
|-----------------------|-----------------------|
| Schwarze Avalanche M2 | Schwarze Avalanche M2 |
| \$225,878.00          | \$249,978.00          |
| \$ (23,000.00)        | \$ (23,000.00)        |
| <b>\$202,878.00</b>   | <b>\$226,978.00</b>   |
| DEMO                  |                       |



PUBLIC WORKS/OPERATIONS

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

(28)

July 3, 2017

The Honorable Board of City Commissioners  
City of Fargo  
200 Third Street North  
Fargo, North Dakota 58102

**RE: Sole Source Purchase for Vendor Specific Parts**

Commissioners,

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

We have reviewed the parts purchases we have made in 2016 from these Companies or their Regional Vendor and have identified five (5) that exceed \$25,000.00 in a calendar year. Based on past purchase history the following amounts are expected in 2017.

Summary of Sole Source Procurement Forms attached;

|                          |              |
|--------------------------|--------------|
| Spartan Chassis          | \$31,000.00  |
| Swanston Equipment Corp. | \$48,000.00  |
| Sanitation Products      | \$64,000.00  |
| Nelson International     | \$69,000.00  |
| New Flyer Industries     | \$120,000.00 |

**RECOMMENDED MOTION:** I/we move to approve the Sole Source Purchase for the purchase of parts in 2017 for Vendor Specific parts from Spartan Chassis, Swanston Equipment Corporation, Sanitation Products, Nelson International and New Flyer Industries for the amounts listed.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Harold Pedersen".

Harold Pedersen  
Fleet Services Manager

Snow Removal  
Street Maintenance  
Right of Way Maintenance

Sanitary & Storm  
Sewer Maintenance  
Street Name Sign Maintenance

Fleet Management  
Meters Readings,  
Installations & Maintenance

Urban Forestry  
Water Service/Hydrants  
& Watermain Maintenance







## 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.

The project/service is required to:

Purchase parts for Spartan Fire Trucks.

Based on past purchases it is estimated we will purchase \$31,000.00 in parts in 2017 for repairs.

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

We can purchase Spartan specific parts directly from the manufacturer.

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

NA

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

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

NA

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

NA

Signature: \_\_\_\_\_

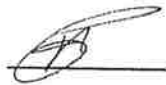
  
(Requestor)

Printed Name: Harold Pedersen

Title: Fleet Services Manager

Date: June 5, 2017

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



(Requestor initials)



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

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

The project/service is required to:

Purchase parts for Global sweepers, Bobcat skidsteers, Trackless equipment and Tenco snow blowers and equipment.

Based on past purchases it is estimated we will purchase \$48,000.00 in parts in 2017 for repairs.

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

Swanston Equipment Corporation is the regional vendor for Bobcat, Trackless, Gobal and Tenco and some of the parts we purchase are vendor specific.

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

NA


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

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

NA

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

NA

Signature:   
(Requestor)

Printed Name: Harold Pedersen

Title: Fleet Services Manager

Date: June 5, 2017

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

 (Requestor initials)



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

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

The project/service is required to:

Purchase parts for Elgin sweepers, Vactor sewer jets, Wayne garbage trucks, Loadmaster garbage trucks, Labrie garbage trucks and Schmidt snow plows.

Based on past purchases it is estimated we will purchase \$64,000.00 in parts in 2017 for repairs.

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

Sanitation Products is the regional vendor for Elgin, Vactor, Wayne, Loadmaster, Labrie, and Schmidt and some of the parts purchased to repair these vehicles are vendor specific.

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

NA

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

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

NA



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

NA

Signature: \_\_\_\_\_

  
(Requestor)

Printed Name: Harold Pedersen

Title: Fleet Services Manager

Date: June 5, 2017

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



(Requestor initials)



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

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

The project/service is required to:

Purchase parts for International Trucks.

Based on past purchases it is estimated we will purchase \$69,000.00 in parts in 2017 for repairs.

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

Nelson International is the regional vendor and some of the parts for International trucks are vendor specific.

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

NA

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

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

NA

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

NA

Signature:   
(Requestor)

Printed Name: Harold Pedersen

Title: Fleet Services Manager

Date: June 5, 2017

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

  
(Requestor initials)



## Sole Source and Piggyback Procurement Form

### Sole Source and Piggyback Justification for Procurement

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

The project/service is required to:

Purchase Metro Bus parts for the repair of New Flyer and Orion buses.

Based on past purchases it is estimated we will purchase \$120,000.00 of parts for bus repairs.

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

New Flyer is the Manufacturer of the New Flyer buses Fargo operates and they also aquired the Orion Bus Company which Moorhead still owns 3.

The parts we order are direct from the manufacturer and only available from them.

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

NA

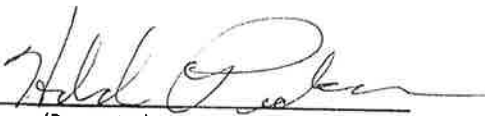
**\*\*If all sources are not investigated a competitive solicitation must be issued.**

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

NA

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

NA

Signature:   
(Requestor)

Printed Name: Harold Pedersen

Title: Fleet Services Manager

Date: June 5, 2017

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

 (Requestor initials)

29

June 28, 2017

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Project No. SN-17-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 28, 2017, for New & Reconstruction of City Order Sidewalks, Project No. SN-17-A1, located at 57th Ave S and various areas throughout the City.

The bids were as follows:

|                                     |              |
|-------------------------------------|--------------|
| Master Construction                 | \$280,540.00 |
| Ti-Zack Concrete, Inc.              | \$383,008.00 |
| Paras Contracting                   | \$393,697.00 |
| Adelman Concrete & Excavating, Inc. | \$436,480.00 |
| Engineer's Estimate                 | \$381,295.00 |

The special assessment escrow is not required.

This office recommends award of the contract to Master Construction in the amount of \$280,540.00 as the lowest and best bid.

Sincerely,



Tom Knakmuhs  
Division Engineer

TAK/bem





# ENGINEER'S STATEMENT OF ESTIMATED COST

## PROJECT # SN-17-A1

### New & Reconstruction of City Order Sidewalks

New & Reconstruction of City Ordered Sidewalks, 57th Ave S, Various areas throughout the City of Fargo

WHEREAS, bids have been opened and filed for the above described Project for City of Fargo, North Dakota; and  
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

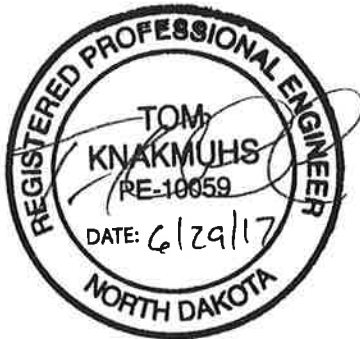
NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

New & Reconstruction of City Order Sidewalks Project # SN-17-A1 of the City of Fargo, North Dakota.

| Line Description                               | Unit | Quantity | Unit Price (\$) | Amount (\$)       |
|--|------|----------|-----------------|-------------------|
| <b>Phase 1 Downtown Sidewalk</b>               |      |          |                 |                   |
| 1 Rem & Repl Sidewalk 4" Thick Reinf Conc      | SY   | 140.00   | 60.00           | 8,400.00          |
| 2 Rem & Repl Sidewalk 6" Thick Reinf Conc      | SY   | 50.00    | 70.00           | 3,500.00          |
| 3 Rem & Repl Curb & Gutter                     | LF   | 60.00    | 50.00           | 3,000.00          |
| 4 F&I Det Warn Panels Cast Iron                | SF   | 56.00    | 45.00           | 2,520.00          |
| 5 Casting to Grade - w/Conc                    | EA   | 1.00     | 500.00          | 500.00            |
| 6 Traffic Control - Type 1                     | LS   | 1.00     | 1,700.00        | 1,700.00          |
| 7 Mobilization                                 | LS   | 1.00     | 2,500.00        | 2,500.00          |
| <b>Phase 1 Downtown Sidewalk Total</b>         |      |          |                 | <b>22,120.00</b>  |
| <b>Phase 1 Reconstruction Sidewalk</b>         |      |          |                 |                   |
| 8 Rem & Repl Sidewalk 4" Thick Reinf Conc      | SY   | 505.00   | 55.00           | 27,775.00         |
| 9 Rem & Repl Sidewalk 6" Thick Reinf Conc      | SY   | 262.00   | 65.00           | 17,030.00         |
| 10 Rem & Repl Driveway 6" Thick Reinf Conc     | SY   | 105.00   | 65.00           | 6,825.00          |
| 11 Rem & Repl Curb & Gutter                    | LF   | 606.00   | 40.00           | 24,240.00         |
| 12 Remove Sidewalk 4" Thick Conc               | SY   | 40.00    | 12.00           | 480.00            |
| 13 F&I Sidewalk 4" Thick Reinf Conc            | SY   | 5.00     | 50.00           | 250.00            |
| 14 F&I Sidewalk 6" Thick Reinf Conc            | SY   | 4.00     | 60.00           | 240.00            |
| 15 F&I Det Warn Panels Cast Iron               | SF   | 556.00   | 45.00           | 25,020.00         |
| 16 Casting to Grade - w/Conc                   | EA   | 1.00     | 500.00          | 500.00            |
| 17 GV Box to Grade - w/Conc                    | EA   | 1.00     | 350.00          | 350.00            |
| 18 Curb Stop Box to Grade                      | EA   | 3.00     | 300.00          | 900.00            |
| 19 Topsoil - Import Special                    | CY   | 20.00    | 20.00           | 400.00            |
| 20 Mulching Type 1 - Hydro                     | SY   | 455.00   | 4.50            | 2,047.50          |
| 21 Seeding Type B                              | SY   | 455.00   | 4.50            | 2,047.50          |
| 22 Traffic Control - Type 1                    | LS   | 1.00     | 1,700.00        | 1,700.00          |
| 23 Mobilization                                | LS   | 1.00     | 5,000.00        | 5,000.00          |
| <b>Phase 1 Reconstruction Sidewalk Total</b>   |      |          |                 | <b>114,805.00</b> |
| <b>Phase 2 New Construction Sidewalk</b>       |      |          |                 |                   |
| 24 F&I Sidewalk 4" Thick Reinf Conc            | SY   | 2,875.00 | 38.00           | 109,250.00        |
| 25 F&I Sidewalk 6" Thick Reinf Conc            | SY   | 25.00    | 48.00           | 1,200.00          |
| 26 F&I Det Warn Panels Cast Iron               | SF   | 72.00    | 45.00           | 3,240.00          |
| 27 Rem & Repl Sidewalk 6" Thick Reinf Conc     | SY   | 7.00     | 65.00           | 455.00            |
| 28 Rem & Repl Curb & Gutter                    | LF   | 58.00    | 40.00           | 2,320.00          |
| 29 Remove Tree                                 | EA   | 2.00     | 300.00          | 600.00            |
| 30 Mulching Type 1 - Hydro                     | SY   | 1,950.00 | 4.50            | 8,775.00          |
| 31 Seeding Type B                              | SY   | 1,950.00 | 4.50            | 8,775.00          |
| 32 Traffic Control - Type 1                    | LS   | 1.00     | 2,000.00        | 2,000.00          |
| 33 Mobilization                                | LS   | 1.00     | 7,000.00        | 7,000.00          |
| <b>Phase 2 New Construction Sidewalk Total</b> |      |          |                 | <b>143,615.00</b> |

**ENGINEER'S STATEMENT OF ESTIMATED COST****PROJECT # SN-17-A1****New & Reconstruction of City Order Sidewalks**

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 06/28/2017

Thomas Knakmuhs

Division Engineer

|  |         | Total Construction in \$ | 280,540.00 |
|--|---------|--------------------------|------------|
| Engineering                            | 8.28%   | 23,228.71                |            |
| Legal & Misc                           | 3.00 %  | 8,416.20                 |            |
| Contingencies                          | 10.00 % | 28,054.00                |            |
| Administration                         | 2.73%   | 7,658.74                 |            |
| Interest                               | 4.00 %  | 11,221.60                |            |
| <b>Total Estimated Costs</b>           |         | <b>359,119.25</b>        |            |
| Special Assessments                    |         | 171,319.00               |            |
| Sales Tax Funds - Infrastructure - 420 |         | 187,800.25               |            |
| <b>Unfunded Costs</b>                  |         | <b>0.00</b>              |            |

ENGINEER'S REPORT  
**AMENDED 6-29-17**  
 SANITARY SEWER FORCE MAIN & INCIDENTALS  
 IMPROVEMENT DISTRICT UN-15-B

**Nature & Scope**

This contract will upgrade an existing Sanitary Sewer Force Main line and install new Sanitary Force Main, Gravity Sewer, and Force Main Meter Vault.

**Purpose**

When the Deer Creek Development started, the sanitary sewer force main (Lift Station 62) was connected to existing gravity sanitary sewer at 53<sup>rd</sup> Ave S and Veterans Blvd. This was the closest gravity connection since the 45<sup>th</sup> Street Interceptor Sewer was not extended south of 52<sup>nd</sup> Ave S, which it is now. Providing a separate connection from Lift Station 62 to the Interceptor Sewer will alleviate flows that are known to overload the existing sanitary sewers on 44<sup>th</sup> Ave S within the Osgood neighborhood.

In addition, the City of Fargo has also entered into an agreement to accept sanitary sewer from the City of Horace. This agreement involves the construction of a Meter Pit to measure flows from the City of Horace. This contract will upsize existing Force Main from Lift Station 62, (adjacent to Deer Creek Add.) and construct a new Force Main line from Veterans Blvd to the 45<sup>th</sup> St interceptor.

This project will be funded by a combination of Special Assessments and Waste Water Sales Tax Funds.

**Feasibility**

The costs of these improvements are estimated as follows:

**Assessed Costs**

|                              |                      |
|------------------------------|----------------------|
| Estimated Construction Cost: | \$ 676,017.20        |
| Engineering (11%):           | \$ 74,361.89         |
| Legal & Miscellaneous (7%):  | \$ 47,321.20         |
| Administrative (6%):         | \$ 40,561.03         |
| Interest (4%):               | \$ 27,040.69         |
| <b>Total Estimated Cost:</b> | <b>\$ 865,302.02</b> |

**Non-Assess Costs (Over size Force Main & Meter Pit)**

|                              |                      |
|------------------------------|----------------------|
| Estimated Construction Cost: | \$ 628,653.80        |
| Engineering (6%)             | \$ 37,719.23         |
| Legal & Miscellaneous (7%)   | \$ 44,005.77         |
| Interest (4%)                | \$ 25,146.15         |
| <b>Total Estimated Cost:</b> | <b>\$ 735,524.95</b> |


Amended Engineer's Report  
Improvement District No. UN-15-B  
Page 2

**Funding**

|                                 |                       |
|---------------------------------|-----------------------|
| Special Assessments             | \$ 865,302.02         |
| Waste Water Sales Tax Fund      | <u>\$ 735,524.95</u>  |
| <b>Total Construction Costs</b> | <b>\$1,600,826.97</b> |

We believe this project to be cost effective.



  
Brenda Derrig  
Division Engineer

June 2017

| list of containers   | Construction Costs | Amount Assessed | Engineer (11% | Total Cost   |       |  |       |
|----------------------|--------------------|-----------------|---------------|--------------|-------|--|-------|
| water main           | \$8,460.00         | \$ 8,460        | \$            | \$ 10,829    |       |  |       |
| gravity - phase 1    | \$162,501.00       | \$ 162,501      | \$ 17,        | \$ 208,001   |       |  |       |
| force main - phase 2 | \$581,400.00       | \$ 484,306      | \$ 53,        | \$ 733,512   | 10/12 |  | 0.833 |
| force main - phase 3 | \$303,305.00       | \$ -            | \$            | \$ 354,867   |       |  |       |
| Misc.                | \$20,750.00        | \$ 20,750       | \$ 2,         | \$ 26,560    |       |  |       |
| meter pit            | \$228,255.00       | \$ -            | \$            | \$ 267,058   |       |  |       |
| Total Cost           | 1,304,671.00       | 676,017.20      | 74,36         | 1,600,826.96 |       |  |       |
| Total Fees           |                    |                 |               |              |       |  |       |
| Engineering          | \$ 112,081         | 8.59%           |               |              |       |  |       |
| Admin                | \$ 40,561          | 3.11%           |               |              |       |  |       |
| Interest             | \$ 52,187          | 4.00%           |               |              |       |  |       |
| Legal                | \$ 91,327          | 7.00%           |               |              |       |  |       |
| Funding of Fees      |                    |                 |               |              |       |  |       |
| Sanitary Sewer Funds | \$ 106,871         | 36.1%           |               |              |       |  |       |
| Special Assessments  | \$ 189,285         | 63.9%           |               |              |       |  |       |

200 3rd Street North  
Fargo, North Dakota 58102  
Phone: (701) 241-1545  
Fax: (701) 241-8101  
E-Mail: feng@cityoffargo.com

(32)

June 29, 2017

Honorable Board of  
City Commissioners  
200 3<sup>rd</sup> Street N  
Fargo, ND 58102

Re: Approval of Request to Work Sundays  
25<sup>th</sup> Street Reconstruction Project – Main Avenue to 2<sup>nd</sup> Avenue S  
Improvement District No. BR-17-E1

Dear Mayor and Commissioners:

I have received a request from Northern Improvement Company, Inc. to allow them to work Sundays on this important arterial roadway reconstruction project. This project is set to beginning July 5<sup>th</sup> and it involves a full closure and detour. We have given the contractor 45 days to have it closed, but also have it incentivized to open earlier than that. We included in the contract documents that each day the road is open to traffic before the 45 day closure window, they will receive an incentive of \$5,000/day with a \$75,000 maximum amount.

I fully support this request to allow them to work on Sundays on this important street reconstruction project, as the sooner it re-opens to traffic, the better for the citizens of Fargo.

**Recommended Motion**

Approve request to allow Northern Improvement Company, Inc. to work on Sundays on Improvement District No. BR-17-E1.

Sincerely,

  
Jeremy M. Gorden, PE, PTOE  
Transportation Division Engineer

JMG/bem  
Attachment



Home Office  
Fargo, North Dakota  
4000-12<sup>th</sup> Avenue North  
58102-2910  
PO Box 2846  
58108-2846  
Phone 701-277-1225  
Fax 701-277-1518

Office  
Bismarck, North Dakota  
PO Box 1254  
58502-1254  
Phone 701-223-6695  
Fax 701-224-0937

Office  
Dickinson, North Dakota  
PO Box 1035  
58602-1035  
Phone 701-225-5197  
Fax 701-225-0207

## IMPROVEMENT COMPANY

Thomas M<sup>C</sup>Cormick, President/CEO  
Steve M<sup>C</sup>Cormick, Executive Vice-President

June 28, 2017

Mr. Jason Baker  
City of Fargo Engineering Department  
200-3<sup>rd</sup> Street North  
Fargo, ND 58102

RE: Improvement District No. BR-17-E1  
Street Reconstruction - 25<sup>th</sup> Street South

Dear Mr. Baker,

As noted in the plans and discussed at the preconstruction meeting, we understand the importance of limiting the number of days that traffic is detoured to construct this project.

With that in mind, we request to work on Sundays on this project if necessary. We understand that we will need to submit requests for specific dates if needed.

Thank you for your consideration.

Sincerely,

NORTHERN IMPROVEMENT COMPANY

Phil Duginski



33a  
June 28, 2017

200 3rd Street North  
Fargo, North Dakota 58102  
Phone: (701) 241-1545  
Fax: (701) 241-8101  
E-Mail: feng@cityoffargo.com

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

**Re: Memorandum of Offer to Landowner – Improvement District #BR-17-C1**

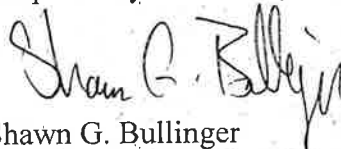
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BR-17-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

**RECOMMENDED MOTION:** I/we hereby move to approve and authorize purchase of a temporary easement from **Fargo Gateway Center** in association with Improvement District #BR-17-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: April Walker  
Rick Larson



**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

|   |                |                                |
|---|----------------|--------------------------------|
| Project<br>BR-17-C1                             | County<br>Cass | Parcel(s)<br>01-2112-00041-000 |
| Landowner Fargo Gateway Center                  |                |                                |
| Mailing Address PO Box 667 Fargo, ND 58107-0667 |                |                                |

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,000.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

|                               |    |          |
|-------------------------------|----|----------|
| Land                          | \$ |          |
| Easement and Access Control   | \$ | 1,000.00 |
| Improvements on Right of Way* | \$ |          |
| Damages to Remainder          | \$ |          |
| Total Offer                   | \$ | 1,000.00 |

\*Description of Damages to Remainder are as follows:

|  |
|--|
|  |
|--|

Owner Signature

Signature hereby constitutes acceptance of offer as presented above.

Shawn G. Bullinger

Land Acquisition Specialist, City of Fargo

*Fargo City Commission has considered the offer and approves the same:*

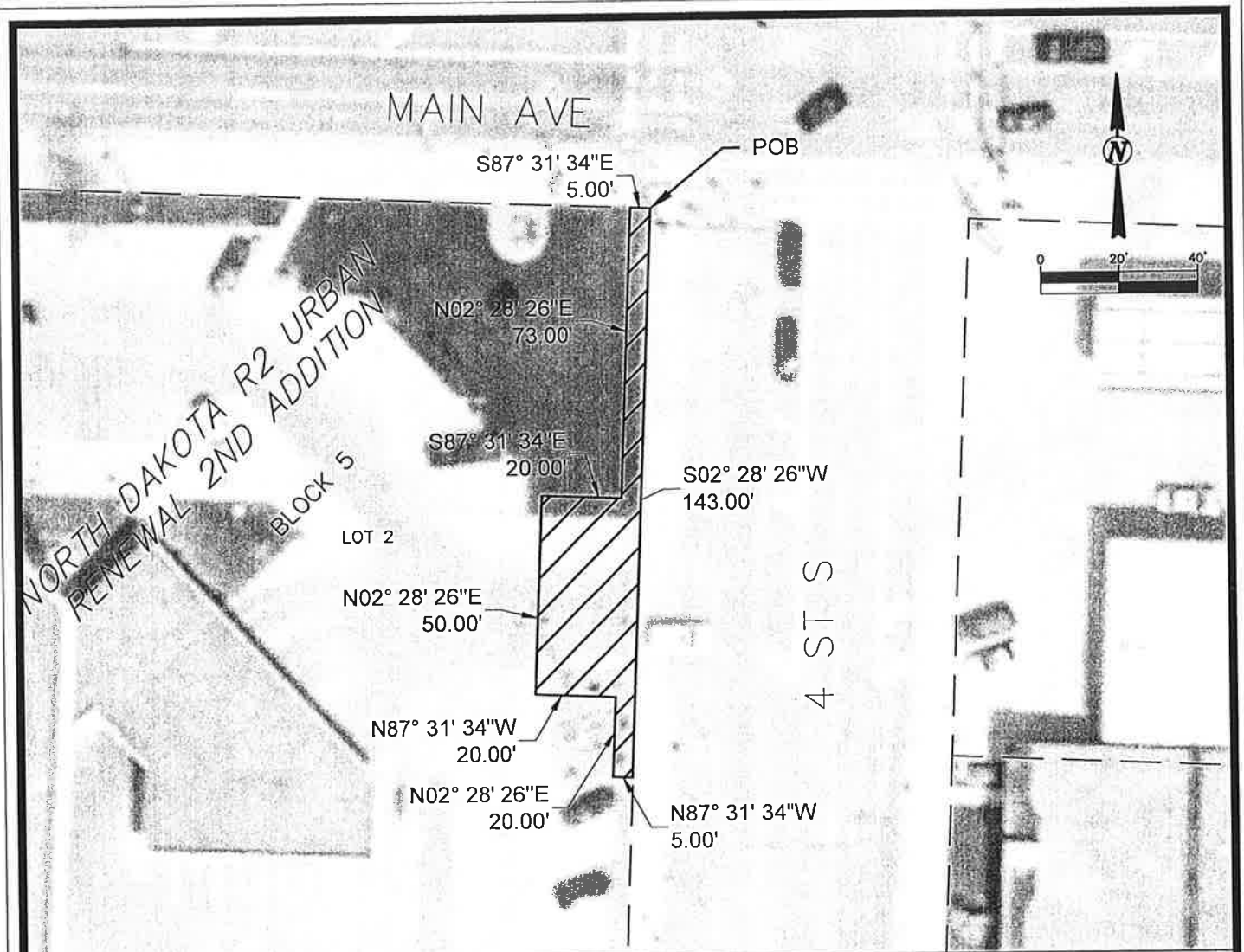
Timothy J. Mahoney

MAYOR


SIGNATURE

DATE





### Exhibit A

 - Temporary Access Easement


#### Description:

A tract of land in Block 5 of North Dakota R2 Urban Renewal 2nd Addition to the City of Fargo, Cass County, North Dakota described as follows:

Beginning at the NE corner of Lot 2, Block 5, North Dakota R2 Urban Renewal 2ND Addition to the City of Fargo, Cass County, North Dakota; thence S02° 28' 26"W along the east line of said lot 2 a distance of 143.00 feet; thence N87° 31' 34"W a distance of 5.00 feet; thence N02° 28' 26"E a distance of 20.00 feet; thence N87° 31' 34"W a distance of 20.00 feet; thence N02° 28' 26"E a distance of 50.00 feet; thence S87° 31' 34"E a distance of 20.00 feet; thence N20° 28' 26"E a distance of 73.00 feet; thence S87° 31' 34"E a distance of 5.00 feet to the point of beginning.

Said tract contains 1715 square feet, more or less.

Bearings based on the City of Fargo ground control system.

|  |  |                   |
|--|--|-------------------|
| <br>ENGINEERING DEPT. | TEMPORARY EASEMENT                               |                   |
|  | N.D. R2 URBAN RENEWAL 2ND ADD.<br>LOT 2, BLOCK 5 |                   |
|  | DRAWN BY: R.J.L.                                 | DATE: APRIL, 2017 |
|  | SHEET 1 OF 1                                     |                   |

336  
June 28, 2017

200 3rd Street North  
Fargo, North Dakota 58102  
Phone: (701) 241-1545  
Fax: (701) 241-8101  
E-Mail: [feng@cityoffargo.com](mailto:feng@cityoffargo.com)

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

**Re: Memorandum of Offer to Landowner – Improvement District #BR-17-G1**

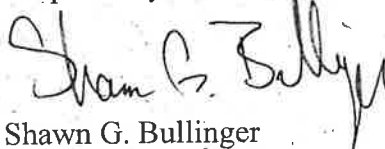
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BR-17-G1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

**RECOMMENDED MOTION:** I/we hereby move to approve and authorize purchase of a temporary easement from **Ferny Holdings LLC** in association with Improvement District #BR-17-G1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger  
Land Acquisition Specialist

C: April Walker  
Rick Larson

**MEMORANDUM OF OFFER TO LANDOWNER**

City of Fargo, Engineering Department

|   |                |                                |
|---|----------------|--------------------------------|
| Project<br>BR-17-G1                           | County<br>Cass | Parcel(s)<br>01-2140-00010-000 |
| Landowner Ferny Holdings LLC                  |                |                                |
| Mailing Address 325 10th St N Fargo, ND 58102 |                |                                |

The following-described real property and/or related temporary easement areas are being acquired for project purposes:

See attached exhibit(s).

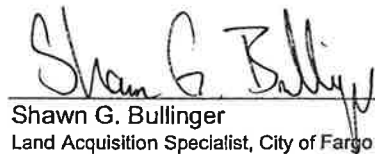
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,627.50 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

|                               |    |                 |
|-------------------------------|----|-----------------|
| Land                          | \$ |                 |
| Easement and Access Control   | \$ | <u>1,627.50</u> |
| Improvements on Right of Way* | \$ |                 |
| Damages to Remainder          | \$ |                 |
| Total Offer                   | \$ | <u>1,627.50</u> |

\*Description of Damages to Remainder are as follows:

|  |
|--|
|  |
|--|

  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

*Fargo City Commission has considered the offer and approves the same:*

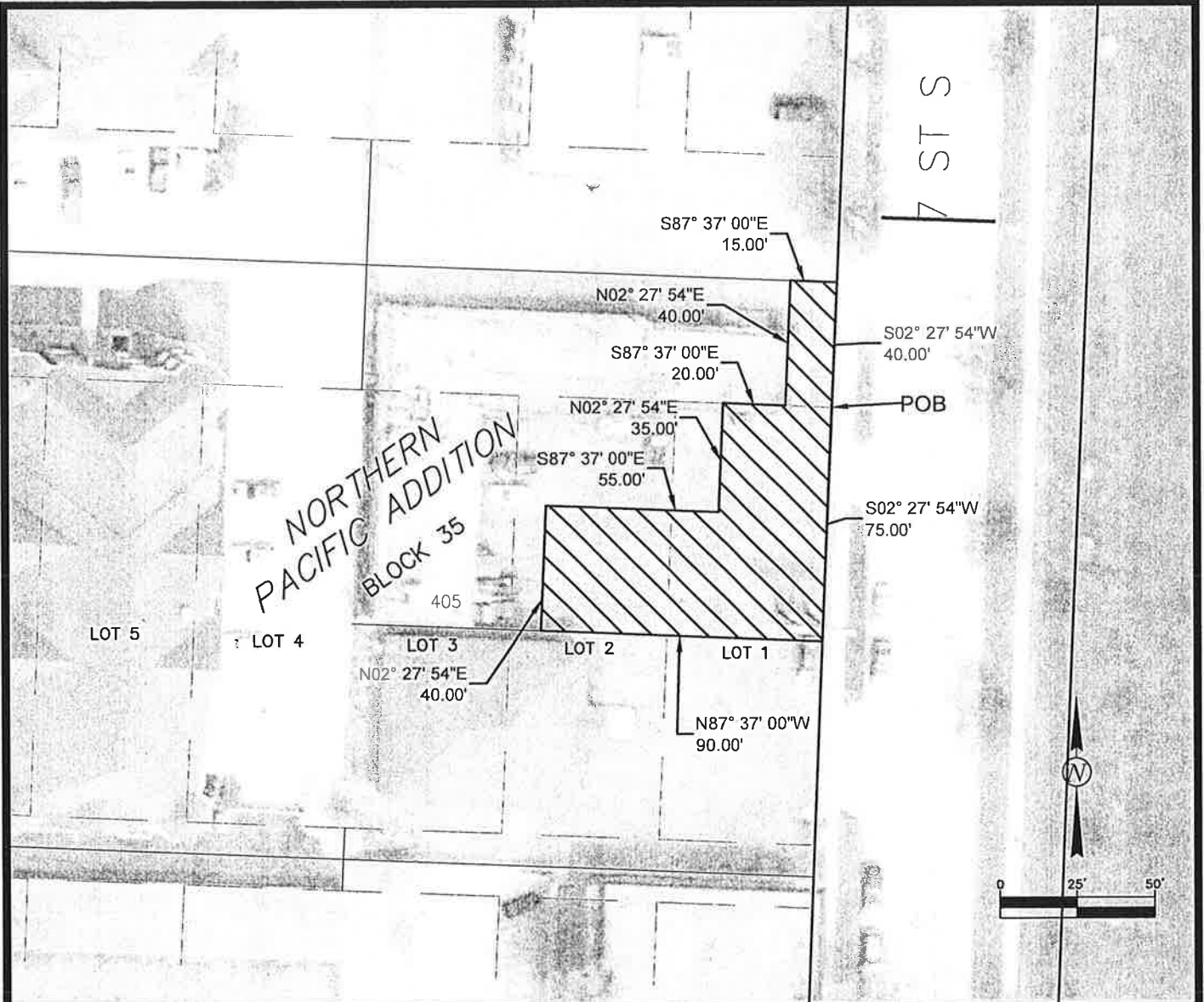


Timothy J. Mahoney

MAYOR

SIGNATURE

DATE



### Exhibit A



- Temporary Cross Access Easement

#### Description:

A tract of land in Block 35 of Northern Pacific Addition to the City of Fargo, Cass County, North Dakota described as follows:

Beginning in the northeast corner of Lot 1, Block 35 of Northern Pacific Addition to the City of Fargo, Cass County, North Dakota; thence S02° 27' 54"W a distance of 75.00 feet; thence N87° 37' 00"W a distance of 90.00 feet; thence N02° 27' 54"E a distance of 40.00 feet; thence S87° 37' 00"E a distance of 55.00 feet; thence N02° 27' 54"E a distance of 35.00 feet; thence S87° 37' 00"E a distance of 20.00 feet; thence N02° 27' 54"E a distance of 40.00 feet; thence S87° 37' 00"E a distance of 15.00 feet; thence S02° 27' 54"W a distance of 40.00 feet to the point of beginning.

Said tract contains 5425 square feet, more or less.

Bearings based on the City of Fargo ground control system.



Temp. Cross Access Easement

405 7 Street South

|                  |                 |
|------------------|-----------------|
| DRAWN BY: R.J.L. | DATE: June 2017 |
| APPROVED BY: TAK | SHEET 1 OF 1    |

33C

June 27, 2017

**ENGINEERING DEPARTMENT**

200 3rd Street North  
Fargo, North Dakota 58102  
Phone: (701) 241-1545  
Fax: (701) 241-8101  
E-Mail: [feng@cityoffargo.com](mailto:feng@cityoffargo.com)

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

**Re: Memorandum of Offer to Landowner – Improvement District #BR-17-C1**

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of a temporary easement in association with Improvement District #BR-17-C1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a temporary easement from **Wells Fargo Bank N.A.** in association with Improvement District #BR-17-C1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

*Shawn G. Bullinger*

Shawn G. Bullinger  
Land Acquisition Specialist

C: April Walker  
Rick Larson



## MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

|  |                |                                |
|--|----------------|--------------------------------|
| Project<br>BR-17-C1                                  | County<br>Cass | Parcel(s)<br>01-2112-00110-000 |
| Landowner Wells Fargo Bank N.A.                      |                |                                |
| Mailing Address 3201 N 4th Ave Sioux Falls, SD 57104 |                |                                |

The following-described real property and/or related temporary easement areas are being acquired for project purposes:


See attached exhibit(s).

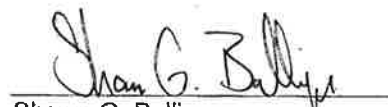
I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 1,372.00 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

|                               |    |          |
|-------------------------------|----|----------|
| Land                          | \$ |          |
| Easement and Access Control   | \$ | 1,372.00 |
| Improvements on Right of Way* | \$ |          |
| Damages to Remainder          | \$ |          |
| Total Offer                   | \$ | 1,372.00 |

\*Description of Damages to Remainder are as follows:

|  |
|--|
|  |
|--|

  
 Owner Signature  
 Signature hereby constitutes acceptance of offer as presented above.

  
 Shawn G. Bullinger  
 Land Acquisition Specialist, City of Fargo

*Fargo City Commission has considered the offer and approves the same:*

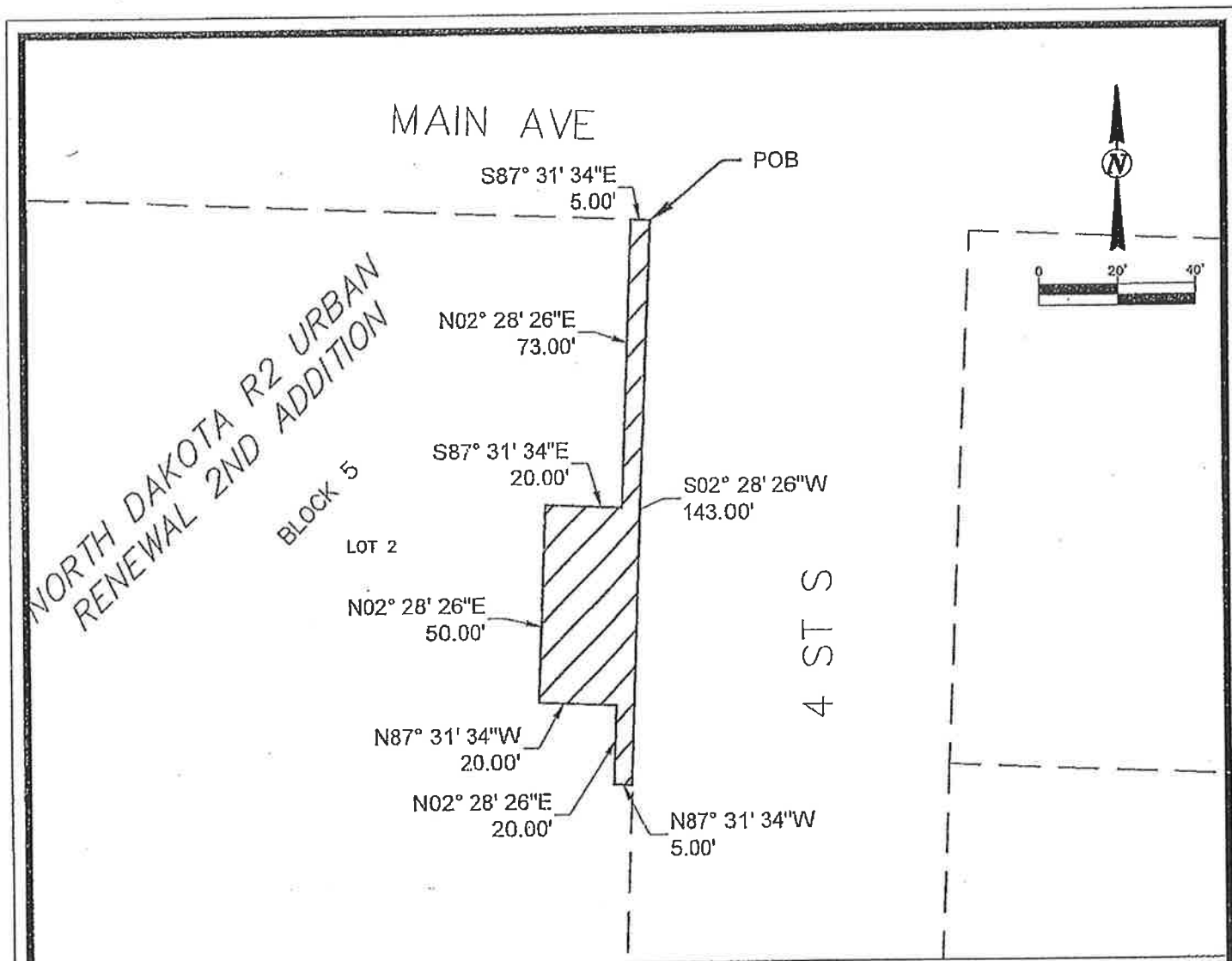


Timothy J. Mahoney


MAYOR

SIGNATURE

DATE



### Exhibit A

 - Temporary Access Easement



#### Description:

A tract of land in Block 5 of North Dakota R2 Urban Renewal 2nd Addition to the City of Fargo, Cass County, North Dakota described as follows:

Beginning at the NE corner of Lot 2, Block 5, North Dakota R2 Urban Renewal 2ND Addition to the City of Fargo, Cass County, North Dakota; thence S02° 28' 26"W along the east line of said lot 2 a distance of 143.00 feet; thence N87° 31' 34"W a distance of 5.00 feet; thence N87° 31' 34" W a distance of 5.00 feet; thence N02° 28' 26"E a distance of 20.00 feet; thence N87° 31' 34"W a distance of 20.00 feet; thence N02° 28' 26"E a distance of 50.00 feet; thence S87° 31' 34"E a distance of 20.00 feet; thence N20° 28' 26"E a distance of 73.00 feet; thence S87° 31' 34"E a distance of 5.00 feet to the point of beginning.

Said tract contains 1715 square feet, more or less.

Bearings based on the City of Fargo ground control system.

|  |                                       |               |                         |
|--|---------------------------------------|---------------|-------------------------|
| <br><b>CITY OF</b><br><b>Fargo</b><br><br><b>ENGINEERING DEPT.</b> | <b>TEMPORARY EASEMENT</b>             |               |                         |
|  | <b>N.D. R2 URBAN RENEWAL 2ND ADD.</b> |               |                         |
|  | <b>LOT 2, BLOCK 5</b>                 |               |                         |
|  | <b>DRAWN BY:</b>                      | <b>R.J.L.</b> | <b>DATE: APRIL 2017</b> |
|  |                                       | <b>SHEET</b>  | <b>1 OF 1</b>           |



(34)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-15-N1  
 Location: 41st St S and 58th Ave S  
 Maplewood Estates Addition

Type: Change Order #1  
 Date of Hearing: 6/26/2017

|                 |               |
|-----------------|---------------|
| <u>Routing</u>  | <u>Date</u>   |
| City Commission | 7/3/2017      |
| PWPEC File      | X             |
| Project File    | Jason Leonard |

The Committee reviewed the accompanying correspondence from Project Engineer, Jason Leonard, related to a Change Order in the amount of \$27,776.00 bringing the total contract amount to \$455,339.90. The additional costs covered in this request are related to additional services being added to the Development.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Mark Bittner, the Committee voted to recommend approval of the Change Order #1.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve Change Order #1 in the amount of \$27,776.00 for Concrete Curb & Gutter, Asphalt Paving, Street Lights & Incidentals, Improvement District No. PN-15-N1, bringing the total contract amount to \$455,339.90.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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


|     |     |
|-----|-----|
| Yes | No  |
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |

COMMITTEE

Tim Mahoney, Mayor  
 Jim Gilmour, Director of Planning  
 Steve Dirksen, Fire Chief  
 Mark Bittner, Director of Engineering  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 City Engineer  
 Kent Costin, Finance Director

| Present                             | Yes                      | No                       | Unanimous                           |
|-------------------------------------|--------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Mike Redlinger                      |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Brenda Derrig                       |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                                     |

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Jen Graphenteen



## Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Civil Engineer II *JTL*  
**Date:** 6/20/2017  
**Re:** Improvement District #PN-15-N1 – Change Order #1

---

**Background:**

Improvement District PN-15-N1 is for the new construction of asphalt paving on 41<sup>st</sup> Street South and 58<sup>th</sup> Avenue South in the Maplewood Estates Addition.

Prior to the asphalt paving of 41<sup>st</sup> Street S and 58<sup>th</sup> Avenue S, the Developer requested that private water and sanitary services be installed as shown on the approved commercial site plan. In order to reduce the number of pavement cuts into the new pavement, the Engineering Staff was in concurrence with the placement of the underground utilities prior to the asphalt pavement. All costs to install the new sanitary and water main services are included in Change Order # 1 for \$27,776.00.

This project is funded 100% by Special Assessments.

**Recommended Motion:**

Approve Change Order #1 in the amount of \$27,776.00.

JTL/jmg  
Attachment

**C:** Brenda Derrig  
Thomas Knakmuhs  
Dan Eberhardt



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

|                                |   |                        |           |
|--------------------------------|---|------------------------|-----------|
| <b>Improvement District No</b> | PN-15-N1  | <b>Change Order No</b> | 1         |
| <b>Project Name</b>            | Concrete Curb & Gutter, Asphalt Paving, Street Lights & Incidentals |                        |           |
| <b>Date Entered</b>            | 9/28/2016   | <b>For</b>             | 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:** Additional Services Added to Development

Prior to the placement of the asphalt pavement the developer requested that services be added for the proposed site plans for this development.

| Section                      | Line No | Item Description                 | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$)  | C/O Ext Price (\$) |
|------------------------------|---------|----------------------------------|------|---------------|--------------|---------------|--------------|--------------|------------------|--------------------|
| Paving                       | 38      | F&I Tapping Sleeve & Valve 8"x4" | EA   | 0.00          | 0.00         | 0.00          | 1.00         | 1.00         | 3,600.00         | 3,600.00           |
|                              | 39      | F&I Tapping Sleeve & Valve 8"x6" | EA   | 0.00          | 0.00         | 0.00          | 2.00         | 2.00         | 4,000.00         | 8,000.00           |
|                              | 40      | Connect Water Service            | EA   | 0.00          | 0.00         | 0.00          | 1.00         | 1.00         | 700.00           | 700.00             |
|                              | 41      | F&I Pipe C900 DR 18 - 4" Dia PVC | LF   | 0.00          | 0.00         | 0.00          | 76.00        | 76.00        | 38.00            | 2,888.00           |
|                              | 42      | F&I Pipe C900 DR 18 - 6" Dia PVC | LF   | 0.00          | 0.00         | 0.00          | 152.00       | 152.00       | 40.00            | 6,080.00           |
|                              | 43      | F&I Pipe 1.5" Dia Copper         | LF   | 0.00          | 0.00         | 0.00          | 76.00        | 76.00        | 38.00            | 2,888.00           |
|                              | 44      | Remove Pipe All Sizes All Types  | LF   | 0.00          | 0.00         | 0.00          | 80.00        | 80.00        | 14.00            | 1,120.00           |
|                              | 45      | Connect Pipe to Exist Pipe       | EA   | 0.00          | 0.00         | 0.00          | 1.00         | 1.00         | 500.00           | 500.00             |
|                              | 46      | Mobilization                     | LS   | 0.00          | 0.00         | 0.00          | 1.00         | 1.00         | 2,000.00         | 2,000.00           |
| <b>Paving Sub Total (\$)</b> |         |                                  |      |               |              |               |              |              | <b>27,776.00</b> |                    |
| <b>Grand Total (\$)</b>      |         |                                  |      |               |              |               |              |              | <b>27,776.00</b> |                    |

**Summary**

**Source Of Funding** : Special Assessments

**Net Amount Change Order # 1 (\$)**

**Previous Change Orders (\$)**

**Original Contract Amount (\$)**



**Total Contract Amount (\$)**

27,776.00  
0.00  
427,563.90  
455,339.90

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



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

| CONTRACT TIME  |  |
|--|--|
| Current Completion Date  | New Completion Date  |
| 07/01/2016   | 09/25/2016   |
| <b>Description</b><br>5 working days were added to the contract to cover the additional work added.<br>77 days were added to adjust current completion date error in MW. |  |
| <b>APPROVED</b>  |  |
| <b>For Contractor</b><br><br><b>Title</b><br>President                                | <b>Department Head</b><br><br><b>Mayor</b><br><br><b>Attest</b> |

## Jason Leonard

---

**From:** Jason Leonard  
**Sent:** Tuesday, July 26, 2016 7:15 AM  
**To:** 'Eric Merhiy'  
**Cc:** jyouness@eagleridgecompanies.com  
**Subject:** RE: KPH Maplewood Project

Good Morning Eric,

We would like to change order the water main for the east apartments on to your project. Do you know when you will start out there again?

Thank You

Jason Leonard  
Civil Engineer II  
City of Fargo - Engineering Department  
Office: (701)241-1555  
Cell: (701)730-6680  
jleonard@cityoffargo.com

---

**From:** Eric Merhiy [mailto:Eric@kphinc.net]  
**Sent:** Monday, July 25, 2016 1:39 PM  
**To:** Jason Leonard  
**Cc:** jyouness@eagleridgecompanies.com  
**Subject:** KPH Maplewood Project

Hello Jason,

Have you had a chance to review what we are doing out in Mapleton for apartments? I believe Jon Youness sent a design of what we are proposing. Before we start the street could we change order those new watermain crossing into our project? Let me know if you would like to discuss or feel free to call my cell phone. Thanks

*Eric Merhiy*

**President**

**KPH**

Municipal – Heavy – Mechanical – Contractors

**PO Box 25**

**Kindred, ND 58051**

**701-428-3461 – Office**

**701-428-3191 – Fax**

**701-361-3412 – Mobile**

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Please consider the environment before printing this email.



**PETITION FOR WATER CONSTRUCTION/REPAIR**

Improvement District No. PN-15-N1

Owners of the following-described real property located within the City of Fargo, Cass County, North Dakota:

Property Owner's Name (Printed) MAPLEWOOD ESTATES, LLC

Property Owner's phone # 701-306-0799

Lot 1 / 1, Block 1 / 2, MAPLEWOOD ESTATES Add.


Street Address 4000 58<sup>th</sup> AVE SOUTH & 5801 41st ST S

That they request and petition the City of Fargo to construct/repair water lines located adjacent to the above-referenced property, and to assess the costs of such construction/repair to petitioner's property pursuant to statute and City policy. Petitioner hereby specifically waives notice and right to protest.

Repair to consist of connecting a new copper pipe to the existing water service and replacing the old water service from the curb stop and box to the house.

Total cost of repair/replacement: \$27,776.00

  
Project Engineer/Manager  
6/20/2017  
Date

  
Property Owner  
9/10/16  
Date

\_\_\_\_\_  
Property Owner  
\_\_\_\_\_  
Date

☒ The cost of the repair/replacement will be assessed entirely to the property owner.





## REPORT OF ACTION

35

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-15-K1

Type: Change Order #3

Location: 38<sup>th</sup> & 40<sup>th</sup> St S

Hearing: 6/26/2017

|                 |                      |
|-----------------|----------------------|
| Routing         | <u>Date</u>          |
| City Commission | <u>7-3-2017</u>      |
| PWPEC File      | <u>X</u>             |
| Project File    | <u>Jason Leonard</u> |

The Committee reviewed the accompanying correspondence from Jason Leonard, Project Engineer, for a change order in the amount of \$9,048.20, bringing the total contract amount to \$933,611.43. This change order includes moving 2 street light feed points, boring in street light conduit and removing an existing street light and base.

Staff is recommending approval of Change Order #3.

On a motion by Steve Sprague, seconded by Mark Bittner, the Committee voted to recommend approval of the Change Order.

RECOMMENDED MOTION

Concur with PWPEC recommendation and approve Change Order #3 in the amount of \$9,048.20 to Northern Improvement Co., bringing the total contract amount for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals, Improvement District No. BN-15-K1, to \$933,611.43

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

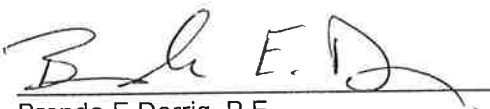
|            |               |
|------------|---------------|
| Yes        | No            |
| <u>N/A</u> | <u>      </u> |
| <u>N/A</u> | <u>      </u> |
| <u>N/A</u> | <u>      </u> |

COMMITTEE

Tim Mahoney, Mayor  
 Jim Gilmour, Director of Planning  
 Steve Dirksen, Fire Chief  
 Mark Bittner, Director of Engineering  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 City Engineer  
 Kent Costin, Finance Director

| Present                             | Yes                                 | No                       | Unanimous                           |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
|                                     |                                     |                          | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mike Redlinger                      |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Brenda Derrig                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |

ATTEST:

  
 Brenda E Derrig, P.E.  
 Division Engineer

C: Jen Graphenteen



## Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Project Engineer JTL  
**Date:** 6/19/2017  
**Re:** Improvement District #BN-15-K1 – Change Order #3

---

### Background:

Improvement District #BN-15-K1 is for the new construction of underground utilities and asphalt paving on 38<sup>th</sup> Street South and 40<sup>th</sup> Street South.

Northern Improvement Company is the prime contractor on this project.

The existing NDDOT feed point was below the proposed boulevard elevation. After coordination with the NDDOT, City of Fargo Street Light Department and Cass County Electric, it was determined that it was the most cost effective to place the two feed points together and safer to the traveling public. The cost to relocate this feed point is \$4,427.50 with the City of Fargo feed point.

The proposed street lighting plans called for street lights to be placed within the existing right of way north of Heritage Homes to 17th Avenue South to improve the street lighting within the street corridor. Since this was an existing area with many other existing underground utilities, the only way to install the street light conduit was to bore instead of open cut as planned. The additional cost to bore was \$2.48/LF. Therefore 1260 LF equals \$3,118.50.

When tying into the existing street lights on 40th Street South, an existing light and base was in conflict with the old light pole. To maintain public safety, the existing light and base were removed. With this change, an additional connection to the existing conduit was also required. The cost to complete this work was \$1,502.20.

This project is 100% Special Assessed.

### **Recommended Motion:**

Approve Change Order #3 in the amount of \$9,048.20.

JTL/jmg  
Attachment

C: Brenda Derrig  
Thomas Knakmuhs



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

Improvement District No : BN-15-K1 Change Order No : 3  
 Project Name : Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals  
 Date Entered : 6/13/2017 For : Northern Improvement Co

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

**EXPLANATION OF CHANGE:** Additional Street Light Costs

The existing NDDOT feed point was below the proposed boulevard elevation. After coordination with the NDDOT, City of Fargo Street Light Department and Cass County Electric, it was determined that it was the most cost effective to place the two feed points together and safer to the traveling public. The cost to relocate this feed point is \$4,427.50 with the City of Fargo feed point. The proposed street lighting plans called for street lights to be placed within the existing right of way north of Heritage Homes to 17th Ave South to improve the street lighting within the street corridor. Since this was an existing area with many other existing underground utilities, the only way to install the street light conduit was to bore instead of open cut as planned. the additional cost to bore was \$2.48/LF. Thus 1260 LF equals \$3,118.50. When tying into the existing street lights on 40th Street South, an existing light and base was in conflict with the old light pole. To maintain public safety the existing light and base were removed. With this change an additional connection to the existing conduit was also required. The Cost to complete this work was \$1,502.20. All prices include 10% prime contractor markup

| 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 (\$) |
|------------------------------|---------|-----------------------|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Street Lights                | 78      | Extra - Street Lights | LS   | 0.00          | 0.00         | 0.00          | 1.00         | 1.00         | 9,048.20        | 9,048.20           |
| Street Lights Sub Total (\$) |         |                       |      |               |              |               |              |              |                 | 9,048.20           |
| Grand Total (\$)             |         |                       |      |               |              |               |              |              |                 | 9,048.20           |

**Summary**

Source Of Funding : Special Assessments

Net Amount Change Order # 3 (\$) : 9,048.20  
 Previous Change Orders (\$) : 18,653.78  
 Original Contract Amount (\$) : 905,909.45  
 Total Contract Amount (\$) : 933,611.43

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

**CONTRACT TIME**

|                         |                 |                     |
|-------------------------|-----------------|---------------------|
| Current Completion Date | Additional Days | New Completion Date |
| 09/01/2016              | 0.00            | 09/01/2016          |

**Description**



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

APPROVED

For Contractor  
Title *[Signature]*  
Project Manager

APPROVED DATE

Department Head

Mayor

Attest

*[Signature]*

(36)

## REPORT OF ACTION

### PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-16-L1 Type: Final Balancing Change order

Location: 27<sup>th</sup> Street S from approx. 200' south of Samuel Dr to 64<sup>th</sup> Ave S Date of Hearing: 6/26/2017

| <u>Routing</u>  | <u>Date</u>                  |
|-----------------|------------------------------|
| City Commission | 7-3-2017                     |
| PWPEC File      | X                            |
| Project File    | Mark Miller, Thomas Knakmuhs |

The Committee reviewed the final balancing change order in the amount of -\$8,830.49

On a motion by Steve Sprague, seconded by Mark Bittner, the Committee voted to approve the final balancing change order.

#### RECOMMENDED MOTION

Approve the final balancing change order in the amount of -\$8,830.49 to Geo. E Haggart Inc.

#### PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

| Yes | No  |
|-----|-----|
| N/A | N/A |
| N/A | N/A |
| N/A | N/A |


#### COMMITTEE

Tim Mahoney, Mayor  
 Jim Gilmour, Director of Planning  
 Steve Dirksen, Fire Chief  
 Mark Bittner, Director of Engineering  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 City Engineer  
 Kent Costin, Finance Director

| Present                             | Yes                                 | No                       | Unanimous                           |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mike Redlinger                      |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Brenda Derrig                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |

ATTEST:

C: Jen Graphenteen

  
 Brenda E. Derrig, P.E.  
 Division Engineer



## Memorandum

**To:** Members of PWPEC  
**From:** Mark Miller, Project Engineer - *MMM*  
**Date:** June 19, 2017  
**Re:** Improvement District #BN-16-L1 – Final Balancing Change Order #1

---

**Background:**

Improvement District # BN-16-L1 constructed paving improvements on 27<sup>th</sup> St S.

Attached is a final balancing change order in the amount of -\$8,830.49 this reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

This Improvement District is 100% special assessed.

**Recommended Motion:**

Approve the final balancing change order in the amount of -\$8,830.49 to Geo. E Haggart Inc.

mmm/klo  
Attachment

C: Thomas Knakmuhs



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

|                                |  |                        |                       |
|--------------------------------|--|------------------------|-----------------------|
| <b>Improvement District No</b> | BN-16-L1   | <b>Change Order No</b> | 1                     |
| <b>Project Name</b>            | Sanitary Sewer, Storm Sewer, Paving, Street Lights & Incidentals |                        |                       |
| <b>Date Entered</b>            | 6/14/2017  | <b>For</b>             | Geo. E. Haggart, 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 (\$) |
|-------------------------|--------------------------------------|--|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Sanitary Sewer          | 1                                    | F&I Pipe w/GB SDR 26 - 6" Dia PVC            | LF   | 50.00         | 0.00         | 50.00         | -50.00       | 0.00         | 45.00           | -2,250.00          |
|                         | 2                                    | F&I Pipe SDR 26 - 6" Dia PVC                 | LF   | 50.00         | 0.00         | 50.00         | 75.00        | 125.00       | 30.00           | 2,250.00           |
|                         | 3                                    | F&I Pipe SDR 26 - 8" Dia PVC                 | LF   | 103.00        | 0.00         | 103.00        | 258.25       | 361.25       | 32.00           | 8,264.00           |
|                         | 4                                    | F&I Pipe SDR 26 - 12" Dia PVC                | LF   | 179.00        | 0.00         | 179.00        | 3.50         | 182.50       | 38.00           | 133.00             |
|                         | 7                                    | Connect Sewer Service 10' to 15' Deep        | EA   | 2.00          | 0.00         | 2.00          | -1.00        | 1.00         | 1,350.00        | -1,350.00          |
|                         | 8                                    | 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              |
|                         | 10                                   | Remove Pipe All Sizes All Types              | LF   | 345.00        | 0.00         | 345.00        | -173.00      | 172.00       | 12.00           | -2,076.00          |
| Storm Sewer             | 11                                   | Connect Pipe to Exist Structure              | EA   | 1.00          | 0.00         | 1.00          | -1.00        | 0.00         | 600.00          | -600.00            |
|                         | <b>Sanitary Sewer Sub Total (\$)</b> |  |      |               |              |               |              |              |                 | <b>4,370.00</b>    |
| <b>Grand Total (\$)</b> |                                      |  |      |               |              |               |              |              | <b>4,370.00</b> |                    |
| Storm Sewer             | 16                                   | F&I Pipe 18" Dia Reinf Conc                  | LF   | 149.00        | 0.00         | 149.00        | 181.00       | 330.00       | 50.00           | 9,050.00           |
|                         | <b>Storm Sewer Sub Total (\$)</b>    |  |      |               |              |               |              |              |                 | <b>9,050.00</b>    |
| <b>Grand Total (\$)</b> |                                      |  |      |               |              |               |              |              | <b>9,050.00</b> |                    |
| Paving                  | 22                                   | Excavation                                   | CY   | 750.00        | 0.00         | 750.00        | -250.00      | 500.00       | 3.40            | -850.00            |
|                         | 23                                   | Fill - Contractor Supply                     | CY   | 500.00        | 0.00         | 500.00        | -500.00      | 0.00         | 9.10            | -4,550.00          |
|                         | 24                                   | Subcut                                       | CY   | 576.00        | 0.00         | 576.00        | -97.21       | 478.79       | 3.40            | -330.51            |
|                         | 25                                   | Subgrade Preparation                         | SY   | 2,007.00      | 0.00         | 2,007.00      | -285.39      | 1,721.61     | 1.70            | -485.16            |



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

|                                  |                              |  |     |          |      |          |           |          |          |            |           |
|----------------------------------|------------------------------|--|-----|----------|------|----------|-----------|----------|----------|------------|-----------|
| Paving                           | 26                           | F&I Woven Geotextile                   | SY  | 2,007.00 | 0.00 | 2,007.00 | -285.39   | 1,721.61 | 1.90     | -542.24    |           |
|                                  | 27                           | F&I Class 5 Agg - 7" Thick             | SY  | 2,007.00 | 0.00 | 2,007.00 | -285.39   | 1,721.61 | 6.80     | -1,940.65  |           |
|                                  | 28                           | F&I Curb & Gutter Mountable (Type I)   | LF  | 882.00   | 0.00 | 882.00   | 43.50     | 925.50   | 26.00    | 1,131.00   |           |
|                                  | 29                           | F&I Edge Drain 4" Dia PVC              | LF  | 882.00   | 0.00 | 882.00   | 18.00     | 900.00   | 6.80     | 122.40     |           |
|                                  | 30                           | F&I Asphalt Cement PG 58-34            | GAL | 7,186.00 | 0.00 | 7,186.00 | -1,539.26 | 5,646.74 | 2.00     | -3,078.52  |           |
|                                  | 31                           | F&I Aggregate for Asph Pavement FAA 43 | TON | 531.00   | 0.00 | 531.00   | -69.66    | 461.34   | 44.00    | -3,065.04  |           |
|                                  | 32                           | F&I Driveway 6" Thick Reinf Conc       | SY  | 144.00   | 0.00 | 144.00   | 9.78      | 153.78   | 68.00    | 665.04     |           |
|                                  | 37                           | F&I Traffic Surface Gravel             | TON | 100.00   | 0.00 | 100.00   | -60.00    | 40.00    | 14.00    | -840.00    |           |
|                                  | 38                           | Topsoil - Import                       | CY  | 150.00   | 0.00 | 150.00   | -150.00   | 0.00     | 14.00    | -2,100.00  |           |
|                                  | 39                           | Ditch Grading                          | LF  | 100.00   | 0.00 | 100.00   | -100.00   | 0.00     | 5.00     | -500.00    |           |
| Paving Sub Total (\$)            |                              |  |     |          |      |          |           |          |          | -16,363.69 |           |
| Grand Total (\$)                 |                              |  |     |          |      |          |           |          |          | -16,363.69 |           |
| Street Lights                    | 41                           | F&I Innerduct 1.5" Dia                 | LF  | 488.00   | 0.00 | 488.00   | 74.00     | 562.00   | 3.95     | 292.30     |           |
|                                  | 42                           | F&I Conductor #6 USE Cu                | LF  | 1,740.00 | 0.00 | 1,740.00 | -54.00    | 1,686.00 | 1.25     | -67.50     |           |
| Street Lights Sub Total (\$)     |                              |  |     |          |      |          |           |          |          | 224.80     |           |
| Grand Total (\$)                 |                              |  |     |          |      |          |           |          |          | 224.80     |           |
| Miscellaneous                    | 47                           | Sediment Control Log 10" to 15" Dia    | LF  | 15.00    | 0.00 | 15.00    | 15.00     | 30.00    | 10.00    | 150.00     |           |
|                                  | 48                           | Temp Construction Entrance             | EA  | 1.00     | 0.00 | 1.00     | -1.00     | 0.00     | 2,000.00 | -2,000.00  |           |
|                                  | 50                           | Mulching Type 1 - Hydro                | SY  | 2,522.00 | 0.00 | 2,522.00 | -380.80   | 2,141.20 | 1.00     | -380.80    |           |
|                                  | 51                           | Seeding Type B                         | SY  | 2,522.00 | 0.00 | 2,522.00 | -380.80   | 2,141.20 | 1.00     | -380.80    |           |
|                                  | 54                           | F&I Traffic Surface Gravel             | TON | 250.00   | 0.00 | 250.00   | -250.00   | 0.00     | 14.00    | -3,500.00  |           |
|                                  | Miscellaneous Sub Total (\$) |  |     |          |      |          |           |          |          |            | -6,111.60 |
| Grand Total (\$)                 |                              |  |     |          |      |          |           |          |          | -6,111.60  |           |
| Summary                          |                              |  |     |          |      |          |           |          |          |            |           |
| Source Of Funding                |                              |  |     |          |      |          |           |          |          |            |           |
| Net Amount Change Order # 1 (\$) |                              |  |     |          |      |          |           |          |          |            | -8,830.49 |
| Previous Change Orders (\$)      |                              |  |     |          |      |          |           |          |          |            | 0.00      |





CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

|                               |            |
|-------------------------------|------------|
| Original Contract Amount (\$) | 201,982.40 |
| Total Contract Amount (\$)    | 193,151.91 |

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

CONTRACT TIME

|                         |            |                 |      |                     |            |
|-------------------------|------------|-----------------|------|---------------------|------------|
| Current Completion Date | 10/31/2016 | Additional Days | 0.00 | New Completion Date | 10/31/2016 |
|-------------------------|------------|-----------------|------|---------------------|------------|

Description

APPROVED

APPROVED DATE

For Contractor

Department Head

Title

Mayor

Attest

*John E. Safford*  
PRESIDENT

*Ben D.*

(37)  
REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PN-15-L1

Type: Final Balancing Change Order

Location: Pines at the District

Date of Hearing

6/26/2017

RoutingDate

City Commission

7/3/2017

PWPEC File

X

Project File

Jeremy Engquist

The Committee reviewed the final balancing change order in the amount of \$722.93.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Mark Bittner, the Committee voted to recommend approval of the final balancing change order in the amount of \$722.93.

RECOMMENDED MOTION

Approve the final balancing change order in the amount of \$722.93 to Master Construction.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

| Yes | No  |
|-----|-----|
|     | N/A |
|     | N/A |
|     | N/A |

COMMITTEE

| Present                             | Yes                                 | No                       | Unanimous                           |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
|                                     |                                     |                          | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mike Redlinger                      |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Brenda Derrig                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |

Tim Mahoney, Mayor

Jim Gilmour, Director of Planning

Steve Dirksen, Fire Chief

Mark Bittner, Director of Engineering

Bruce Grubb, Enterprise Director/Interim City Administrator

Ben Dow, Director of Operations


Steve Sprague, City Auditor

City Engineer

Kent Costin, Finance Director

ATTEST:

C: Jen Graphenteen

  
 Brenda E. Derrig, P.E.  
 Division Engineer



# Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Project Engineer *JTL*  
**Date:** June 20, 2017  
**Re:** Improvement District No. PN-15-L1 – Final Balancing Change Order #3

---

**Background:**

Improvement District No. PN-15-L1 is a PC Concrete Paving, Concrete Curb & Gutter and Asphalt Pavement project located in the Pines at the District Addition.

Attached is a final balancing change order in the amount of \$722.93 for Improvement District #PN-15-L1 that reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$1,813,780.50 and this FBCO will bring the project final amount to \$1,953,126.93 (7.68% Increase). This Improvement District is 100% Special Assessed.

**Recommended Motion:**

Approve the final balancing change order in the amount of \$722.93 to Master Construction.

JTL/jmg  
Attachment

C: Brenda Derrig  
Thomas Knakmuhs



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

|                                |  |                        |                            |
|--------------------------------|--|------------------------|----------------------------|
| <b>Improvement District No</b> | PN-15-L1   | <b>Change Order No</b> | 3                          |
| <b>Project Name</b>            | PC Concrete Paving, Concrete Curb and Gutter, Asphalt Pavement & Incidentals |                        |                            |
| <b>Date Entered</b>            | 6/20/2017  | <b>For</b>             | 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: FINAL BALANCING CHANGE ORDER**

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

| Section | Line No | Item Description                        | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price (\$) | C/O Ext Price (\$) |
|---------|---------|---|------|---------------|--------------|---------------|--------------|--------------|-----------------|--------------------|
| Paving  | 2       | Fill - Contractor Supply                | CY   | 2,470.00      | 9,000.00     | 11,470.00     | -426.00      | 11,044.00    | 9.00            | -3,834.00          |
|         | 4       | Subcut                                  | CY   | 7,540.00      | -3,758.00    | 3,782.00      | 19.00        | 3,801.00     | 3.00            | 57.00              |
|         | 5       | Subgrade Preparation                    | SY   | 22,620.00     | 0.00         | 22,620.00     | 581.00       | 23,201.00    | 1.50            | 871.50             |
|         | 6       | F&I Woven Geotextile                    | SY   | 22,620.00     | 0.00         | 22,620.00     | 581.00       | 23,201.00    | 1.50            | 871.50             |
|         | 7       | F&I Class 5 Agg - 8" Thick              | SY   | 15,370.00     | 0.00         | 15,370.00     | -47.00       | 15,323.00    | 8.00            | -376.00            |
|         | 8       | F&I Class 5 Agg - 12" Thick             | SY   | 7,250.00      | 0.00         | 7,250.00      | 629.00       | 7,879.00     | 10.50           | 6,604.50           |
|         | 9       | F&I Curb & Gutter Standard (Type II)    | LF   | 10,880.00     | 0.00         | 10,880.00     | -495.00      | 10,385.00    | 17.00           | -8,415.00          |
|         | 10      | F&I Edge Drain 4" Dia PVC               | LF   | 9,880.00      | 0.00         | 9,880.00      | -510.00      | 9,370.00     | 7.00            | -3,570.00          |
|         | 11      | F&I Perf Tree Drain SDR 35 - 4" Dia PVC | LF   | 500.00        | 0.00         | 500.00        | -18.00       | 482.00       | 5.00            | -90.00             |
|         | 12      | F&I Pavement 10" Thick Doweled Conc     | SY   | 6,405.00      | 0.00         | 6,405.00      | 45.00        | 6,450.00     | 74.00           | 3,330.00           |
|         | 13      | F&I Median Nose - Conc                  | SY   | 10.00         | 0.00         | 10.00         | -5.00        | 5.00         | 100.00          | -500.00            |
|         | 14      | F&I Sidewalk 4" Thick Reinf Conc        | SY   | 1,005.00      | 0.00         | 1,005.00      | -299.00      | 706.00       | 45.00           | -13,455.00         |
|         | 15      | F&I Sidewalk 6" Thick Reinf Conc        | SY   | 39.00         | 0.00         | 39.00         | -7.00        | 32.00        | 50.00           | -350.00            |
|         | 16      | F&I Shared Use Path 5" Thick Reinf Conc | SY   | 1,240.00      | 0.00         | 1,240.00      | -6.00        | 1,234.00     | 42.00           | -252.00            |
|         | 17      | F&I Impressioned 4" Thick Reinf Conc    | SY   | 37.00         | 0.00         | 37.00         | 3.00         | 40.00        | 80.00           | 240.00             |
|         | 18      | F&I Det Warn Panels Cast Iron           | SF   | 142.00        | 0.00         | 142.00        | -10.00       | 132.00       | 47.00           | -470.00            |
|         | 19      | F&I Aggregate for Asph Pavement FAA 43  | TON  | 4,337.00      | 1,003.00     | 5,340.00      | -0.32        | 5,339.68     | 46.00           | -14.72             |

# Fargo

# Fargo

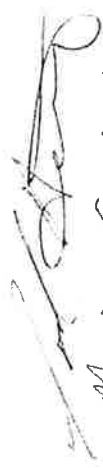



**CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT**

[illegible]

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

**CONTRACT TIME**

|                | Current Completion Date  | Additional Days  | New Completion Date |
|----------------|--|--|---------------------|
| Description    |  |  |                     |
| APPROVED       |  | 0.00   | 11/14/2015          |
| For Contractor | <br>Master Construction Co., Inc.<br>CFO | APPROVED DATE<br><br>Department Head |                     |
| Title          |  | Mayor  |                     |
|                |  | Attest   |                     |

(38)

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UR-15-B1

Type: Final Balancing Change Order

Location: Citywide Storm Sewer repair

Date of Hearing: 6/26/2017

|                 |                      |
|-----------------|----------------------|
| <u>Routing</u>  | <u>Date</u>          |
| City Commission | <u>7/3/2017</u>      |
| PWPEC File      | <u>X</u>             |
| Project File    | <u>Jody Bertrand</u> |

The Committee reviewed the accompanying correspondence from Project Engineer, Jody Bertrand, related to a Negative Final Balancing Change Order in the amount of -\$49,532.20 bringing the total contract amount to \$340,312.80. This Change Order reconciles the estimated quantities used in the contract with the final quantities as measured in the field and also reflects additional work completed on the project as outlined in Jody's memorandum.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Mark Bittner, the Committee voted to recommend approval of the Negative Final Balancing Change Order in the amount of -\$49,532.20.

RECOMMENDED MOTION

Approve the negative final balancing change order #3 in the net amount of -\$49,532.20.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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

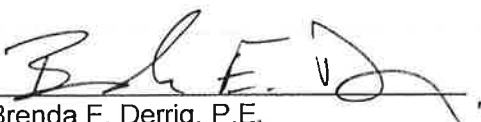
|     |     |
|-----|-----|
| Yes | No  |
|     | N/A |
|     | N/A |
|     | N/A |

COMMITTEE

Tim Mahoney, Mayor  
 Jim Gilmour, Director of Planning  
 Steve Dirksen, Fire Chief  
 Mark Bittner, Director of Engineering  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 City Engineer  
 Kent Costin, Finance Director

| Present                             | Yes                                 | No                       | Unanimous                           |
|-------------------------------------|-------------------------------------|--------------------------|-------------------------------------|
|                                     |                                     |                          | <input checked="" type="checkbox"/> |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mike Redlinger                      |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Brenda Derrig                       |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                                     |

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Jen Graphenteen



# Memorandum

**To:** Members of PWPEC  
**From:** Jody Bertrand, Division Engineer *JLB*  
**Cc:** April Walker, City Engineer  
**Date:** 6/26/2017  
**Re:** Project #UR-15-B1 – Storm Sewer Repair Project, Negative Final Balancing Change Order #3

---

**Background:**

Project #UR-15-B1 is for the citywide storm sewer repair project.

Attached is a Negative Final Balancing Change Order #3 for Project #UR-15-B1 in the amount of \$49,532.20 bringing the total contract amount down to \$340,312.80. This change order also reconciles the estimated quantities used in the contract with the final quantities as measured in the field. The Final Balancing Change Order reflects a slight reduction of work completed on this project. The two largest decreased bid items were the amount of pavement and curb and gutter removals required at several of the 57 sites. The overall cost of the project was 9% below the original Contractor bid amount of \$374,720.00.

This project is funded 100% through the Storm Sewer Utility Fund.

**Recommended Motion:**

Approve Negative Final Balancing Change Order #3 in the net amount of \$49,532.20.

JRB\klo  
Attachment





|                      |          |                      |                                   |
|----------------------|----------|----------------------|-----------------------------------|
| <b>Project Code</b>  | UR-15-B1 | <b>Project Name</b>  | Storm Sewer Repairs & Incidentals |
| <b>Contract Code</b> | UR-15-B1 | <b>Contract Name</b> | Storm Sewer Repairs & Incidentals |

| CO No | PCO No | RFID | Status   | Short Description  | Days   | Amount in \$ |
|-------|--------|------|----------|--|--------|--------------|
| 1     |        |      | Approved | 33rd Street and 39th Avenue South Manhole sinkhole repair              | 0.0000 | 11,000.00    |
| 2     |        |      | Approved | Bid Item modifications for changes to work at various inlet locations. | 0.0000 | 4,125.00     |
| 3     |        |      | Complete | Final in-field quantities.   | 0.0000 | -49,532.20   |



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

|                                |                                   |                        |                     |
|--------------------------------|-----------------------------------|------------------------|---------------------|
| <b>Improvement District No</b> | UR-15-B1                          | <b>Change Order No</b> | 3                   |
| <b>Project Name</b>            | Storm Sewer Repairs & Incidentals |                        |                     |
| <b>Date Entered</b>            | 6/12/2017                         | <b>For</b>             | Key Contracting Inc |

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

**EXPLANATION OF CHANGE:** Final in-field quantities.

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                       | 3                       | F&I Casting - Inlet                     | EA   | 1.00          | 0.00         | 1.00          | -1.00        | 0.00         | 450.00          | -450.00            |
|                                     | 5                       | Rem & Repl Casting - Floating Manhole   | EA   | 1.00          | 0.00         | 1.00          | -1.00        | 0.00         | 2,500.00        | -2,500.00          |
|                                     | 6                       | Topsoli - Import                        | CY   | 200.00        | 0.00         | 200.00        | -185.60      | 14.40        | 26.00           | -4,825.60          |
|                                     | 7                       | Seeding Type B                          | SY   | 1,200.00      | 0.00         | 1,200.00      | -1,069.00    | 131.00       | 1.00            | -1,069.00          |
|                                     | 8                       | Mulching Type 1 - Hydro                 | SY   | 1,200.00      | 0.00         | 1,200.00      | -1,069.00    | 131.00       | 1.00            | -1,069.00          |
| <b>Miscellaneous Sub Total (\$)</b> |                         |   |      |               |              |               |              |              |                 | <b>-9,913.60</b>   |
| Site #1                             | <b>Grand Total (\$)</b> |   |      |               |              |               |              |              |                 | <b>-9,913.60</b>   |
|                                     | 10                      | Rem & Repl Curb & Gutter                | LF   | 15.00         | 0.00         | 15.00         | 4.00         | 19.00        | 50.00           | 200.00             |
|                                     | 11                      | Rem & Repl Pavement 9" Thick Reinf Conc | SY   | 27.00         | 0.00         | 27.00         | -5.00        | 22.00        | 140.00          | -700.00            |
| <b>Site #1 Sub Total (\$)</b>       |                         |   |      |               |              |               |              |              |                 | <b>-500.00</b>     |
| Site #2                             | <b>Grand Total (\$)</b> |   |      |               |              |               |              |              |                 | <b>-500.00</b>     |
|                                     | 14                      | Rem & Repl Curb & Gutter                | LF   | 15.00         | 0.00         | 15.00         | 2.00         | 17.00        | 50.00           | 100.00             |
|                                     | 15                      | Rem & Repl Pavement 9" Thick Reinf Conc | SY   | 27.00         | 0.00         | 27.00         | -17.00       | 10.00        | 140.00          | -2,380.00          |
| <b>Site #2 Sub Total (\$)</b>       |                         |   |      |               |              |               |              |              |                 | <b>-2,280.00</b>   |
| Site #3                             | <b>Grand Total (\$)</b> |   |      |               |              |               |              |              |                 | <b>-2,280.00</b>   |
|                                     | 18                      | Rem & Repl Curb & Gutter                | LF   | 15.00         | 0.00         | 15.00         | 3.00         | 18.00        | 50.00           | 150.00             |



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

|                |    |  |    |       |      |       |        |                               |        |           |
|----------------|----|--|----|-------|------|-------|--------|-------------------------------|--------|-----------|
| <b>Site #3</b> | 19 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 23.00 | 0.00 | 23.00 | -17.00 | 6.00                          | 80.00  | -1,360.00 |
|                |    |  |    |       |      |       |        | <b>Site #3 Sub Total (\$)</b> |        | -1,210.00 |
| <b>Site #4</b> |    |  |    |       |      |       |        | <b>Grand Total (\$)</b>       |        | -1,210.00 |
|                | 22 | Rem & Repl Curb & Gutter                   | LF | 25.00 | 0.00 | 25.00 | -2.00  | 23.00                         | 50.00  | -100.00   |
|                | 23 | Rem & Repl Pavement 9" Thick<br>Reinf Conc | SY | 28.00 | 0.00 | 28.00 | -13.00 | 15.00                         | 140.00 | -1,820.00 |
|                | 24 | Rem & Repl Sidewalk 4" Thick<br>Reinf Conc | SY | 3.00  | 0.00 | 3.00  | 0.30   | 3.30                          | 80.00  | 24.00     |
|                |    |  |    |       |      |       |        | <b>Site #4 Sub Total (\$)</b> |        | -1,896.00 |
|                |    |  |    |       |      |       |        | <b>Grand Total (\$)</b>       |        | -1,896.00 |
| <b>Site #5</b> | 28 | Rem & Repl Curb & Gutter                   | LF | 18.00 | 0.00 | 18.00 | -4.00  | 14.00                         | 50.00  | -200.00   |
|                | 29 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 8.00  | 0.00 | 8.00  | -4.00  | 4.00                          | 80.00  | -320.00   |
|                |    |  |    |       |      |       |        | <b>Site #5 Sub Total (\$)</b> |        | -520.00   |
|                |    |  |    |       |      |       |        | <b>Grand Total (\$)</b>       |        | -520.00   |
| <b>Site #6</b> | 32 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00 | 15.00 | -3.00  | 12.00                         | 50.00  | -150.00   |
|                | 33 | Rem & Repl Pavement 9" Thick<br>Reinf Conc | SY | 25.00 | 0.00 | 25.00 | -4.50  | 20.50                         | 140.00 | -630.00   |
|                |    |  |    |       |      |       |        | <b>Site #6 Sub Total (\$)</b> |        | -780.00   |
|                |    |  |    |       |      |       |        | <b>Grand Total (\$)</b>       |        | -780.00   |
| <b>Site #7</b> | 37 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 9.00  | 0.00 | 9.00  | -1.67  | 7.33                          | 80.00  | -133.60   |
|                | 38 | Rem & Repl Driveway 6" Thick<br>Reinf Conc | SY | 3.00  | 0.00 | 3.00  | 1.00   | 4.00                          | 90.00  | 90.00     |
|                |    |  |    |       |      |       |        | <b>Site #7 Sub Total (\$)</b> |        | -43.60    |
|                |    |  |    |       |      |       |        | <b>Grand Total (\$)</b>       |        | -43.60    |
| <b>Site #8</b> | 41 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00 | 15.00 | -2.00  | 13.00                         | 50.00  | -100.00   |
|                | 42 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 9.00  | 0.00 | 9.00  | -6.11  | 2.89                          | 80.00  | -488.80   |
|                |    |  |    |       |      |       |        | <b>Site #8 Sub Total (\$)</b> |        | -588.80   |
|                |    |  |    |       |      |       |        | <b>Grand Total (\$)</b>       |        | -588.80   |



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|                 |    |  |    |       |       |       |        |                                |                  |           |
|-----------------|----|--|----|-------|-------|-------|--------|--------------------------------|------------------|-----------|
| <b>Site #9</b>  | 46 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 5.00  | 0.00  | 5.00  | -1.00  | 4.00                           | 80.00            | -80.00    |
|                 |    |  |    |       |       |       |        | <b>Site #9 Sub Total (\$)</b>  | <b>-80.00</b>    |           |
| <b>Site #10</b> | 49 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00  | 15.00 | 4.00   | 19.00                          | 50.00            | 200.00    |
|                 | 50 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 7.00  | 0.00  | 7.00  | -2.80  | 4.20                           | 80.00            | -224.00   |
|                 |    |  |    |       |       |       |        | <b>Site #10 Sub Total (\$)</b> | <b>-24.00</b>    |           |
|                 |    |  |    |       |       |       |        | <b>Grand Total (\$)</b>        | <b>-24.00</b>    |           |
| <b>Site #11</b> | 53 | Rem & Repl Curb & Gutter                   | LF | 30.00 | 0.00  | 30.00 | -2.00  | 28.00                          | 50.00            | -100.00   |
|                 | 54 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 45.00 | 0.00  | 45.00 | -35.70 | 9.30                           | 80.00            | -2,856.00 |
|                 | 55 | Rem & Repl Sidewalk 4" Thick<br>Reinf Conc | SY | 6.00  | 0.00  | 6.00  | -0.50  | 5.50                           | 80.00            | -40.00    |
|                 | 58 | Repair Inlet                               | EA | 1.00  | -1.00 | 0.00  | -1.00  | -1.00                          | 4,500.00         | -4,500.00 |
|                 | 59 | F&I Rock Mulch                             | CY | 2.00  | 0.00  | 2.00  | -1.00  | 1.00                           | 125.00           | -125.00   |
|                 |    |  |    |       |       |       |        | <b>Site #11 Sub Total (\$)</b> | <b>-7,621.00</b> |           |
|                 |    |  |    |       |       |       |        | <b>Grand Total (\$)</b>        | <b>-7,621.00</b> |           |
| <b>Site #12</b> | 60 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00  | 15.00 | -2.00  | 13.00                          | 50.00            | -100.00   |
|                 | 61 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 9.00  | 0.00  | 9.00  | -4.70  | 4.30                           | 80.00            | -376.00   |
|                 |    |  |    |       |       |       |        | <b>Site #12 Sub Total (\$)</b> | <b>-476.00</b>   |           |
|                 |    |  |    |       |       |       |        | <b>Grand Total (\$)</b>        | <b>-476.00</b>   |           |
| <b>Site #13</b> | 64 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00  | 15.00 | -2.00  | 13.00                          | 50.00            | -100.00   |
|                 | 65 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 4.00  | 0.00  | 4.00  | -1.10  | 2.90                           | 80.00            | -88.00    |
|                 |    |  |    |       |       |       |        | <b>Site #13 Sub Total (\$)</b> | <b>-188.00</b>   |           |
|                 |    |  |    |       |       |       |        | <b>Grand Total (\$)</b>        | <b>-188.00</b>   |           |
| <b>Site #14</b> | 69 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 8.00  | 0.00  | 8.00  | -3.56  | 4.44                           | 80.00            | -284.80   |



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|-----------------|----|--|----|-------|------|-------|-------|-------|--------------------------------|-----------------|
| <b>Site #14</b> | 70 | Rem & Repl Sidewalk 4" Thick<br>Reinf Conc | SY | 5.00  | 0.00 | 5.00  | 3.50  | 8.50  | 80.00                          | 280.00          |
|                 |    |  |    |       |      |       |       |       | <b>Site #14 Sub Total (\$)</b> | <b>-4.80</b>    |
| <b>Site #15</b> | 74 | Rem & Repl Curb & Gutter                   | LF | 20.00 | 0.00 | 20.00 | -2.00 | 18.00 | 50.00                          | -100.00         |
|                 | 75 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 9.00  | 0.00 | 9.00  | -4.00 | 5.00  | 80.00                          | -320.00         |
|                 |    |  |    |       |      |       |       |       | <b>Grand Total (\$)</b>        | <b>-420.00</b>  |
| <b>Site #16</b> | 80 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00 | 15.00 | -1.00 | 14.00 | 50.00                          | -50.00          |
|                 | 81 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 7.00  | 0.00 | 7.00  | -2.40 | 4.60  | 80.00                          | -192.00         |
|                 |    |  |    |       |      |       |       |       | <b>Site #16 Sub Total (\$)</b> | <b>-242.00</b>  |
| <b>Site #17</b> | 84 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00 | 15.00 | -4.00 | 11.00 | 50.00                          | -200.00         |
|                 | 85 | Rem & Repl Pavement 9" Thick<br>Reinf Conc | SY | 17.00 | 0.00 | 17.00 | 9.70  | 26.70 | 140.00                         | 1,358.00        |
|                 |    |  |    |       |      |       |       |       | <b>Site #17 Sub Total (\$)</b> | <b>1,158.00</b> |
| <b>Site #18</b> | 88 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00 | 15.00 | -1.00 | 14.00 | 50.00                          | -50.00          |
|                 | 89 | Rem & Repl Pavement 9" Thick<br>Reinf Conc | SY | 17.00 | 0.00 | 17.00 | 9.60  | 26.60 | 140.00                         | 1,344.00        |
|                 |    |  |    |       |      |       |       |       | <b>Site #18 Sub Total (\$)</b> | <b>1,294.00</b> |
| <b>Site #19</b> | 92 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00 | 15.00 | -1.00 | 14.00 | 50.00                          | -50.00          |
|                 | 93 | Rem & Repl Pavement 9" Thick<br>Reinf Conc | SY | 15.00 | 0.00 | 15.00 | 5.00  | 20.00 | 140.00                         | 700.00          |
|                 |    |  |    |       |      |       |       |       | <b>Site #19 Sub Total (\$)</b> | <b>650.00</b>   |
| <b>Site #20</b> | 96 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00 | 15.00 | -2.00 | 13.00 | 50.00                          | -100.00         |



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|-----------------|-----|--|----|-------|-------|-------|-------|--------------------------------|----------|------------------|
| <b>Site #20</b> | 97  | Rem & Repl Pavement 9" Thick<br>Reinf Conc | SY | 5.00  | 0.00  | 5.00  | -3.00 | 2.00                           | 140.00   | -420.00          |
|                 | 98  | Rem & Repl Sidewalk 4" Thick<br>Reinf Conc | SY | 5.00  | 0.00  | 5.00  | -5.00 | 0.00                           | 80.00    | -400.00          |
|                 | 100 | Repair Inlet                               | EA | 1.00  | -1.00 | 0.00  | -1.00 | -1.00                          | 4,500.00 | -4,500.00        |
|                 |     |  |    |       |       |       |       | <b>Site #20 Sub Total (\$)</b> |          | <b>-5,420.00</b> |
|                 |     |  |    |       |       |       |       | <b>Grand Total (\$)</b>        |          | <b>-5,420.00</b> |
| <b>Site #21</b> | 102 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 7.00  | 0.00  | 7.00  | -2.00 | 5.00                           | 80.00    | -160.00          |
|                 |     |  |    |       |       |       |       | <b>Site #21 Sub Total (\$)</b> |          | <b>-160.00</b>   |
|                 |     |  |    |       |       |       |       | <b>Grand Total (\$)</b>        |          | <b>-160.00</b>   |
| <b>Site #22</b> | 106 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 4.00  | 0.00  | 4.00  | -0.70 | 3.30                           | 80.00    | -56.00           |
|                 |     |  |    |       |       |       |       | <b>Site #22 Sub Total (\$)</b> |          | <b>-56.00</b>    |
|                 |     |  |    |       |       |       |       | <b>Grand Total (\$)</b>        |          | <b>-56.00</b>    |
| <b>Site #23</b> | 110 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 4.00  | 0.00  | 4.00  | -1.00 | 3.00                           | 80.00    | -80.00           |
|                 |     |  |    |       |       |       |       | <b>Site #23 Sub Total (\$)</b> |          | <b>-80.00</b>    |
|                 |     |  |    |       |       |       |       | <b>Grand Total (\$)</b>        |          | <b>-80.00</b>    |
| <b>Site #24</b> | 115 | Rem & Repl Curb & Gutter                   | LF | 21.00 | 0.00  | 21.00 | -4.00 | 17.00                          | 50.00    | -200.00          |
|                 | 116 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 12.00 | 0.00  | 12.00 | -8.00 | 4.00                           | 80.00    | -640.00          |
|                 |     |  |    |       |       |       |       | <b>Site #24 Sub Total (\$)</b> |          | <b>-840.00</b>   |
|                 |     |  |    |       |       |       |       | <b>Grand Total (\$)</b>        |          | <b>-840.00</b>   |
| <b>Site #25</b> | 117 | Rem & Repl Curb & Gutter                   | LF | 18.00 | 0.00  | 18.00 | -2.00 | 16.00                          | 50.00    | -100.00          |
|                 | 118 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 4.00  | 0.00  | 4.00  | 0.50  | 4.50                           | 80.00    | 40.00            |
|                 |     |  |    |       |       |       |       | <b>Site #25 Sub Total (\$)</b> |          | <b>-60.00</b>    |
|                 |     |  |    |       |       |       |       | <b>Grand Total (\$)</b>        |          | <b>-60.00</b>    |
| <b>Site #26</b> | 122 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 10.00 | 0.00  | 10.00 | -5.00 | 5.00                           | 80.00    | -400.00          |
|                 |     |  |    |       |       |       |       | <b>Site #26 Sub Total (\$)</b> |          | <b>-400.00</b>   |
|                 |     |  |    |       |       |       |       | <b>Grand Total (\$)</b>        |          | <b>-400.00</b>   |



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|-----------------|-----|--|----|-------|-------|-------|--------|--------------------------------|----------|-----------|
| <b>Site #27</b> | 125 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00  | 15.00 | 6.00   | 21.00                          | 50.00    | 300.00    |
|                 | 126 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 7.00  | 0.00  | 7.00  | -2.00  | 5.00                           | 80.00    | -160.00   |
|                 |     |  |    |       |       |       |        | <b>Site #27 Sub Total (\$)</b> |          | 140.00    |
|                 |     |  |    |       |       |       |        | <b>Grand Total (\$)</b>        |          | 140.00    |
| <b>Site #28</b> | 129 | Rem & Repl Curb & Gutter                   | LF | 24.00 | 0.00  | 24.00 | -4.00  | 20.00                          | 50.00    | -200.00   |
|                 | 130 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 8.00  | 0.00  | 8.00  | -3.60  | 4.40                           | 80.00    | -288.00   |
|                 |     |  |    |       |       |       |        | <b>Site #28 Sub Total (\$)</b> |          | -488.00   |
|                 |     |  |    |       |       |       |        | <b>Grand Total (\$)</b>        |          | -488.00   |
| <b>Site #29</b> | 133 | Rem & Repl Casting - Inlet                 | EA | 1.00  | 0.00  | 1.00  | -1.00  | 0.00                           | 500.00   | -500.00   |
|                 | 134 | Repair Inlet                               | EA | 1.00  | -1.00 | 0.00  | -1.00  | -1.00                          | 4,500.00 | -4,500.00 |
|                 |     |  |    |       |       |       |        | <b>Site #29 Sub Total (\$)</b> |          | -5,000.00 |
|                 |     |  |    |       |       |       |        | <b>Grand Total (\$)</b>        |          | -5,000.00 |
| <b>Site #30</b> | 135 | Rem & Repl Casting - Inlet                 | EA | 1.00  | 0.00  | 1.00  | -1.00  | 0.00                           | 500.00   | -500.00   |
|                 | 136 | Repair Inlet                               | EA | 1.00  | -1.00 | 0.00  | -1.00  | -1.00                          | 4,500.00 | -4,500.00 |
|                 |     |  |    |       |       |       |        | <b>Site #30 Sub Total (\$)</b> |          | -5,000.00 |
|                 |     |  |    |       |       |       |        | <b>Grand Total (\$)</b>        |          | -5,000.00 |
| <b>Site #31</b> | 137 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00  | 15.00 | -1.00  | 14.00                          | 50.00    | -50.00    |
|                 | 138 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 5.00  | 0.00  | 5.00  | -2.00  | 3.00                           | 80.00    | -160.00   |
|                 |     |  |    |       |       |       |        | <b>Site #31 Sub Total (\$)</b> |          | -210.00   |
|                 |     |  |    |       |       |       |        | <b>Grand Total (\$)</b>        |          | -210.00   |
| <b>Site #32</b> | 141 | Rem & Repl Casting - Inlet                 | EA | 1.00  | 0.00  | 1.00  | -1.00  | 0.00                           | 500.00   | -500.00   |
|                 |     |  |    |       |       |       |        | <b>Site #32 Sub Total (\$)</b> |          | -500.00   |
|                 |     |  |    |       |       |       |        | <b>Grand Total (\$)</b>        |          | -500.00   |
| <b>Site #33</b> | 143 | Rem & Repl Curb & Gutter                   | LF | 30.00 | 0.00  | 30.00 | -5.00  | 25.00                          | 50.00    | -250.00   |
|                 | 144 | Rem & Repl Pavement 9" Thick<br>Reinf Conc | SY | 34.00 | 0.00  | 34.00 | -11.80 | 22.20                          | 140.00   | -1,652.00 |
|                 |     |  |    |       |       |       |        | <b>Site #33 Sub Total (\$)</b> |          | -1,902.00 |



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| Site #33                |                         |                                   |    |       |      |       |        |       |       | Grand Total (\$) |         | -1,902.00 |  |
|-------------------------|-------------------------|-----------------------------------|----|-------|------|-------|--------|-------|-------|------------------|---------|-----------|--|
| Site #34                | 148                     | Rem & Repl Pavement 9" Thick Asph | SY | 2.00  | 0.00 | 2.00  | 7.75   | 9.75  | 80.00 | 620.00           | 620.00  |           |  |
|                         | Site #34 Sub Total (\$) |                                   |    |       |      |       |        |       |       |                  | 620.00  |           |  |
| Site #35                | Grand Total (\$)        |                                   |    |       |      |       |        |       |       |                  | 620.00  |           |  |
|                         | 151                     | Rem & Repl Curb & Gutter          | LF | 12.00 | 0.00 | 12.00 | 6.00   | 18.00 | 50.00 | 300.00           |         |           |  |
|                         | 152                     | Rem & Repl Pavement 9" Thick Asph | SY | 14.00 | 0.00 | 14.00 | -10.00 | 4.00  | 80.00 | -800.00          |         |           |  |
| Site #35 Sub Total (\$) |                         |                                   |    |       |      |       |        |       |       | -500.00          |         |           |  |
| Site #36                | Grand Total (\$)        |                                   |    |       |      |       |        |       |       |                  | -500.00 |           |  |
|                         | 155                     | Rem & Repl Curb & Gutter          | LF | 12.00 | 0.00 | 12.00 | 2.00   | 14.00 | 50.00 | 100.00           |         |           |  |
|                         | 156                     | Rem & Repl Pavement 9" Thick Asph | SY | 7.00  | 0.00 | 7.00  | -3.75  | 3.25  | 80.00 | -300.00          |         |           |  |
| Site #36 Sub Total (\$) |                         |                                   |    |       |      |       |        |       |       | -200.00          |         |           |  |
| Site #37                | Grand Total (\$)        |                                   |    |       |      |       |        |       |       |                  | -200.00 |           |  |
|                         | 160                     | Rem & Repl Pavement 9" Thick Asph | SY | 9.00  | 0.00 | 9.00  | -5.50  | 3.50  | 80.00 | -440.00          |         |           |  |
|                         | Site #37 Sub Total (\$) |                                   |    |       |      |       |        |       |       |                  | -440.00 |           |  |
| Site #38                | Grand Total (\$)        |                                   |    |       |      |       |        |       |       |                  | -440.00 |           |  |
|                         | 163                     | Rem & Repl Curb & Gutter          | LF | 15.00 | 0.00 | 15.00 | -3.00  | 12.00 | 50.00 | -150.00          |         |           |  |
|                         | 164                     | Rem & Repl Pavement 9" Thick Asph | SY | 9.00  | 0.00 | 9.00  | -6.25  | 2.75  | 80.00 | -500.00          |         |           |  |
| Site #38 Sub Total (\$) |                         |                                   |    |       |      |       |        |       |       | -650.00          |         |           |  |
| Site #41                | Grand Total (\$)        |                                   |    |       |      |       |        |       |       |                  | -650.00 |           |  |
|                         | 175                     | Rem & Repl Curb & Gutter          | LF | 34.00 | 0.00 | 34.00 | -2.00  | 32.00 | 50.00 | -100.00          |         |           |  |
|                         | 176                     | Rem & Repl Pavement 9" Thick Asph | SY | 8.00  | 0.00 | 8.00  | 2.67   | 10.67 | 80.00 | 213.60           |         |           |  |
| Site #41 Sub Total (\$) |                         |                                   |    |       |      |       |        |       |       | 113.60           |         |           |  |
| Grand Total (\$)        |                         |                                   |    |       |      |       |        |       |       | 113.60           |         |           |  |





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|------------------|-----|--------------------------------------|----|-------|------|-------|--------|---------------------------------|----------|-----------|
| <b>Site #43</b>  | 182 | Rem & Repl Pavement 9" Thick<br>Asph | SY | 5.00  | 0.00 | 5.00  | 1.50   | 6.50                            | 80.00    | 120.00    |
|                  |     |                                      |    |       |      |       |        | <b>Site #43 Sub Total (\$)</b>  |          | 120.00    |
| <b>Site #44</b>  | 186 | Rem & Repl Pavement 9" Thick<br>Asph | SY | 5.00  | 0.00 | 5.00  | -1.70  | 3.30                            | 80.00    | -136.00   |
|                  |     |                                      |    |       |      |       |        | <b>Site #44 Sub Total (\$)</b>  |          | -136.00   |
| <b>Site #45</b>  | 189 | Rem & Repl Curb & Gutter             | LF | 15.00 | 0.00 | 15.00 | 2.00   | 17.00                           | 50.00    | 100.00    |
|                  | 190 | Rem & Repl Pavement 9" Thick<br>Asph | SY | 4.00  | 0.00 | 4.00  | 1.00   | 5.00                            | 80.00    | 80.00     |
|                  |     |                                      |    |       |      |       |        | <b>Site #45 Sub Total (\$)</b>  |          | 180.00    |
| <b>Site #46</b>  | 192 | Rem & Repl Curb & Gutter             | LF | 15.00 | 0.00 | 15.00 | -15.00 | 0.00                            | 50.00    | -750.00   |
|                  | 193 | Rem & Repl Pavement 9" Thick<br>Asph | SY | 6.00  | 0.00 | 6.00  | -6.00  | 0.00                            | 80.00    | -480.00   |
|                  | 194 | Rem & Repl Casting - Inlet           | EA | 1.00  | 0.00 | 1.00  | -1.00  | 0.00                            | 500.00   | -500.00   |
|                  | 195 | Repair Inlet                         | EA | 1.00  | 0.00 | 1.00  | -1.00  | 0.00                            | 4,500.00 | -4,500.00 |
|                  |     |                                      |    |       |      |       |        | <b>Site #46 Sub Total (\$)</b>  |          | -6,230.00 |
| <b>Site \$47</b> | 196 | Rem & Repl Curb & Gutter             | LF | 17.00 | 0.00 | 17.00 | 16.00  | 33.00                           | 50.00    | 800.00    |
|                  | 197 | Rem & Repl Pavement 9" Thick<br>Asph | SY | 4.00  | 0.00 | 4.00  | 3.00   | 7.00                            | 80.00    | 240.00    |
|                  |     |                                      |    |       |      |       |        | <b>Site \$47 Sub Total (\$)</b> |          | 1,040.00  |
| <b>Site #48</b>  | 199 | Rem & Repl Curb & Gutter             | LF | 20.00 | 0.00 | 20.00 | 4.00   | 24.00                           | 50.00    | 200.00    |
|                  |     |                                      |    |       |      |       |        | <b>Site #48 Sub Total (\$)</b>  |          | 200.00    |
| <b>Site #49</b>  | 202 | Rem & Repl Curb & Gutter             | LF | 12.00 | 0.00 | 12.00 | 3.00   | 15.00                           | 50.00    | 150.00    |
|                  | 203 | Rem & Repl Pavement 9" Thick<br>Asph | SY | 3.00  | 0.00 | 3.00  | 0.50   | 3.50                            | 80.00    | 40.00     |



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

|                 |     |  |    |       |      |       |       |       |                                |                |
|-----------------|-----|--|----|-------|------|-------|-------|-------|--------------------------------|----------------|
| <b>Site #49</b> | 204 | Rem & Repl Sidewalk 4" Thick<br>Reinf Conc | SY | 6.00  | 0.00 | 6.00  | -3.00 | 3.00  | 80.00                          | -240.00        |
|                 |     |  |    |       |      |       |       |       | <b>Site #49 Sub Total (\$)</b> | <b>-50.00</b>  |
| <b>Site #50</b> | 207 | Rem & Repl Sidewalk 4" Thick<br>Reinf Conc | SY | 8.00  | 0.00 | 8.00  | 1.00  | 9.00  | 80.00                          | 80.00          |
|                 |     |  |    |       |      |       |       |       | <b>Grand Total (\$)</b>        | <b>-50.00</b>  |
|                 |     |  |    |       |      |       |       |       | <b>Site #50 Sub Total (\$)</b> | <b>80.00</b>   |
| <b>Site #53</b> | 219 | Rem & Repl Curb & Gutter                   | LF | 12.00 | 0.00 | 12.00 | -3.00 | 9.00  | 50.00                          | -150.00        |
|                 |     |  |    |       |      |       |       |       | <b>Grand Total (\$)</b>        | <b>80.00</b>   |
|                 |     |  |    |       |      |       |       |       | <b>Site #53 Sub Total (\$)</b> | <b>-150.00</b> |
| <b>Site #54</b> | 222 | Rem & Repl Curb & Gutter                   | LF | 15.00 | 0.00 | 15.00 | -3.00 | 12.00 | 50.00                          | -150.00        |
|                 |     |  |    |       |      |       |       |       | <b>Grand Total (\$)</b>        | <b>-150.00</b> |
|                 |     |  |    |       |      |       |       |       | <b>Site #54 Sub Total (\$)</b> | <b>-150.00</b> |
| <b>Site #55</b> | 225 | Rem & Repl Curb & Gutter                   | LF | 12.00 | 0.00 | 12.00 | 5.00  | 17.00 | 50.00                          | 250.00         |
|                 | 226 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 3.00  | 0.00 | 3.00  | 2.70  | 5.70  | 80.00                          | 216.00         |
|                 |     |  |    |       |      |       |       |       | <b>Site #55 Sub Total (\$)</b> | <b>466.00</b>  |
|                 |     |  |    |       |      |       |       |       | <b>Grand Total (\$)</b>        | <b>466.00</b>  |
| <b>Site #56</b> | 229 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 7.00  | 0.00 | 7.00  | -2.00 | 5.00  | 80.00                          | -160.00        |
|                 |     |  |    |       |      |       |       |       | <b>Site #56 Sub Total (\$)</b> | <b>-160.00</b> |
| <b>Site #57</b> | 233 | Rem & Repl Pavement 9" Thick<br>Asph       | SY | 3.00  | 0.00 | 3.00  | -0.30 | 2.70  | 80.00                          | -24.00         |
|                 |     |  |    |       |      |       |       |       | <b>Site #57 Sub Total (\$)</b> | <b>-24.00</b>  |
|                 |     |  |    |       |      |       |       |       | <b>Grand Total (\$)</b>        | <b>-24.00</b>  |

**Summary****Source Of Funding****Net Amount Change Order # 3 (\$)**

-49,532.20

**Previous Change Orders (\$)**

15,125.00



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

|                               |            |
|-------------------------------|------------|
| Original Contract Amount (\$) | 374,720.00 |
| Total Contract Amount (\$)    | 340,312.80 |

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

CONTRACT TIME

|             |                 |                     |
|-------------|-----------------|---------------------|
| Description | Additional Days | New Completion Date |
|             | 0.00            | 09/09/2016          |

APPROVED

For Contractor

*[Signature]*  
Title Superintendent

APPROVED DATE

*[Signature]*

Department Head

Mayor

Attest

39

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UN-15-M1

Type: Final Balancing Change Order #2

Location: Valley View 4th Addition

Date of Hearing: 6/26/2017

|                 |                      |
|-----------------|----------------------|
| <u>Routing</u>  | <u>Date</u>          |
| City Commission | <u>7/3/2017</u>      |
| PWPEC File      | <u>X</u>             |
| Project File    | <u>Jason Leonard</u> |

The Committee reviewed the accompanying correspondence from Project Engineer, Jason Leonard, related to a Final Balancing Change Order in the amount of -\$5,453.63, bringing the total contract amount to \$840,533.58. This Change Order reconciles the estimated quantities used in the contract with the final quantities as measured in the field and also reflects additional work completed on the project as outlined in Jason's memorandum.

Staff is recommending approval.

On a motion by Steve Sprague, seconded by Mark Bittner, the Committee voted to recommend approval of Final Balancing Change Order in the amount of -\$5,453.63

RECOMMENDED MOTION

Approve the final balancing change order in the amount of -\$5,453.63 to H&S Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

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


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

COMMITTEE

Tim Mahoney, Mayor  
 Jim Gilmour, Director of Planning  
 Steve Dirksen, Fire Chief  
 Mark Bittner, Director of Engineering  
 Bruce Grubb, City Administrator  
 Ben Dow, Director of Operations  
 Steve Sprague, City Auditor  
 City Engineer  
 Kent Costin, Finance Director

| Present                             | Yes                                 | No                       | Unanimous      |
|-------------------------------------|-------------------------------------|--------------------------|----------------|
|                                     |                                     |                          | <u>✓</u>       |
| <input type="checkbox"/>            | <input type="checkbox"/>            | <input type="checkbox"/> |                |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Mike Redlinger |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | Brenda Derrig  |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |                |

ATTEST:

  
 Brenda E. Derrig, P.E.  
 Division Engineer

C: Jen Graphenteen



## Memorandum

**To:** Members of PWPEC  
**From:** Jason Leonard, Project Engineer JTL  
**Date:** June 19, 2017  
**Re:** Improvement District #UN-15-M1 – Final Balancing Change Order

---

**Background:**

Improvement District # UN-15-M1 is for the underground utilities within Valley View 4<sup>th</sup> Addition.

Attached is a final balancing change order in the amount of -\$5,453.63 for Improvement District #UN-15-M1 that reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$846,687.20 and this FBCO will bring the project final amount to \$840,533.58 (0.73% Decrease). This Improvement District is 100% Special Assessed.

**Recommended Motion:**

Approve the final balancing change order in the amount of -\$5,453.63 to H&S Contracting.

JTL/jmg  
Attachment

C: Brenda Derrig  
Thomas Knakmuhs  
Jody Bertrand  
Nancy Morris



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

|                                |   |                        |                       |
|--------------------------------|---|------------------------|-----------------------|
| <b>Improvement District No</b> | UN-15-M1  | <b>Change Order No</b> | 2                     |
| <b>Project Name</b>            | Sanitary Sewer, Water Main, Storm Sewer & Incidentals |                        |                       |
| <b>Date Entered</b>            | 6/13/2017   | <b>For</b>             | H & S Contracting Inc |

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

**EXPLANATION OF CHANGE: FINAL BALANCING 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                       | 7                                    | Rem & Repl Curb & Gutter                  | LF   | 60.00         | 0.00         | 60.00         | -15.00       | 45.00        | 88.00           | -1,320.00          |
|                                     | 8                                    | F&I Aggregate for Asph Pavement<br>FAA 43 | TON  | 160.00        | 0.00         | 160.00        | -61.53       | 98.47        | 67.60           | -4,159.43          |
|                                     | 9                                    | F&I Asphalt Cement PG 58-34               | GAL  | 2,210.00      | 0.00         | 2,210.00      | -1,038.57    | 1,171.43     | 2.10            | -2,181.00          |
|                                     | 11                                   | Mulching Type 2 - Straw                   | SY   | 32,911.00     | 0.00         | 32,911.00     | -1,911.00    | 31,000.00    | 0.07            | -133.77            |
|                                     | 12                                   | Seeding Type A                            | SY   | 32,911.00     | 0.00         | 32,911.00     | -1,911.00    | 31,000.00    | 0.13            | -248.43            |
|                                     | 14                                   | Inlet Protection - New Inlet              | EA   | 26.00         | 0.00         | 26.00         | -11.00       | 15.00        | 150.00          | -1,650.00          |
|                                     | 15                                   | Inlet Protection - Existing Inlet         | EA   | 22.00         | 0.00         | 22.00         | -18.00       | 4.00         | 150.00          | -2,700.00          |
| <b>Miscellaneous Sub Total (\$)</b> |                                      |   |      |               |              |               |              |              |                 | -12,392.63         |
| <b>Grand Total (\$)</b>             |                                      |   |      |               |              |               |              |              |                 | -12,392.63         |
| Sanitary Sewer                      | 20                                   | F&I Pipe SDR 26 - 6" Dia PVC              | LF   | 4,800.00      | 0.00         | 4,800.00      | 312.00       | 5,112.00     | 22.00           | 6,864.00           |
|                                     | <b>Sanitary Sewer Sub Total (\$)</b> |   |      |               |              |               |              |              |                 | 6,864.00           |
| Water Main                          | <b>Grand Total (\$)</b>              |   |      |               |              |               |              |              |                 | 6,864.00           |
|                                     | 25                                   | F&I Fittings Ductile Iron                 | LB   | 3,040.00      | 0.00         | 3,040.00      | -800.00      | 2,240.00     | 2.25            | -1,800.00          |
|                                     | 33                                   | F&I Pipe 1" Dia Copper                    | LF   | 5,051.00      | 0.00         | 5,051.00      | 31.00        | 5,082.00     | 14.00           | 434.00             |
| <b>Water Main Sub Total (\$)</b>    |                                      |   |      |               |              |               |              |              |                 | -1,366.00          |
| Storm Sewer                         | <b>Grand Total (\$)</b>              |   |      |               |              |               |              |              |                 | -1,366.00          |
|                                     | 35                                   | F&I Manhole 4' Dia Reinf Conc             | EA   | 13.00         | 0.00         | 13.00         | 2.00         | 15.00        | 2,100.00        | 4,200.00           |



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

| Storm Sewer                             | 37 | F&I Inlet - Single Box (SBI) Reinf Conc | EA | 18.00    | 0.00 | 18.00    | -2.00  | 16.00    | 1,600.00        | -3,200.00 |
|---|----|---|----|----------|------|----------|--------|----------|-----------------|-----------|
|   | 39 | F&I Pipe 12" Dia Reinf Conc             | LF | 667.00   | 0.00 | 667.00   | 11.00  | 678.00   | 35.00           | 385.00    |
|   | 40 | F&I Pipe 15" Dia Reinf Conc             | LF | 770.00   | 0.00 | 770.00   | 20.00  | 790.00   | 38.00           | 760.00    |
|   | 41 | F&I Pipe 18" Dia Reinf Conc             | LF | 306.00   | 0.00 | 306.00   | -1.00  | 305.00   | 42.00           | -42.00    |
|   | 44 | F&I Pipe 12" Dia PVC                    | LF | 1,335.00 | 0.00 | 1,335.00 | 2.00   | 1,337.00 | 25.00           | 50.00     |
|   | 46 | F&I Pipe w/GB 12" Dia Reinf Conc        | LF | 327.00   | 0.00 | 327.00   | -16.00 | 311.00   | 44.00           | -704.00   |
|   | 47 | F&I Pipe w/GB 15" Dia Reinf Conc        | LF | 50.00    | 0.00 | 50.00    | -21.00 | 29.00    | 48.00           | -1,008.00 |
|   | 49 | Connect Pipe to Exist Pipe              | EA | 1.00     | 0.00 | 1.00     | 2.00   | 3.00     | 500.00          | 1,000.00  |
| <b>Storm Sewer Sub Total (\$)</b>       |    |   |    |          |      |          |        |          | <b>1,441.00</b> |           |
| <b>Grand Total (\$)</b>                 |    |   |    |          |      |          |        |          | <b>1,441.00</b> |           |
| <b>Summary</b>                          |    |   |    |          |      |          |        |          |                 |           |
| <b>Source Of Funding</b>                |    |   |    |          |      |          |        |          |                 |           |
| <b>Net Amount Change Order # 2 (\$)</b> |    |   |    |          |      |          |        |          |                 |           |
| <b>Previous Change Orders (\$)</b>      |    |   |    |          |      |          |        |          |                 |           |
| <b>Original Contract Amount (\$)</b>    |    |   |    |          |      |          |        |          |                 |           |
| <b>Total Contract Amount (\$)</b>       |    |   |    |          |      |          |        |          |                 |           |
| -5,453.63                               |    |   |    |          |      |          |        |          |                 |           |
| -700.00                                 |    |   |    |          |      |          |        |          |                 |           |
| 846,687.20                              |    |   |    |          |      |          |        |          |                 |           |
| 840,533.58                              |    |   |    |          |      |          |        |          |                 |           |

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

**CONTRACT TIME**

| Description | Current Completion Date | Additional Days | New Completion Date |
|-------------|-------------------------|-----------------|---------------------|
|             | 07/30/2016              | 0.00            | 07/30/2016          |

**APPROVED**

**APPROVED DATE**

For Contractor

Title

6/20/17

Joe Matthews  
CONSULTANT FOR  
SURETY.

*[Signature]*

Department Head

Mayor



CITY OF FARGO  
ENGINEERING DEPARTMENT  
CHANGE ORDER REPORT

Attest





June 28, 2017

**ENGINEERING DEPARTMENT**

200 3rd Street North  
Fargo, North Dakota 58102  
Phone: (701) 241-1545  
Fax: (701) 241-8101  
E-Mail: feng@cityoffargo.com

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. AN-17-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 28, 2017, for PC Concrete Alley Paving & Incidentals, Improvement District No. AN-17-A1, located between 2nd & 3rd Street North from 15th to 17th Avenue North.

The bids were as follows:

|                               |              |
|-------------------------------|--------------|
| Adelman Concrete & Excavating | \$274,039.00 |
| Dirt Dynamics                 | \$282,369.00 |
| L2 Contracting                | \$283,889.00 |
| Paras Contracting             | \$346,085.00 |
| Opp Construction LLC          | \$362,662.00 |
| Tom's Backhoe Service, Inc.   | \$366,480.00 |

|                     |              |
|---------------------|--------------|
| Engineer's Estimate | \$302,870.00 |
|---------------------|--------------|

The special assessment escrow is not required.

Ten protests were received amounting to less than 24% of the District. We recommend that protests be declared insufficient and the contract be awarded to Adelman Concrete & Excavating Inc in the amount of \$274,039.00 as the lowest and best bid.

Sincerely,

Thomas Knakmuhs  
Division Engineer

TAK/bem

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # AN-17-A1****PC Concrete Alley Paving & Incidentals**

Blk 4 Hogan Addn, Blk 1 McDermotts Addn, 2nd St N to 3rd St N (15th Ave N to 16th Ave N)

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

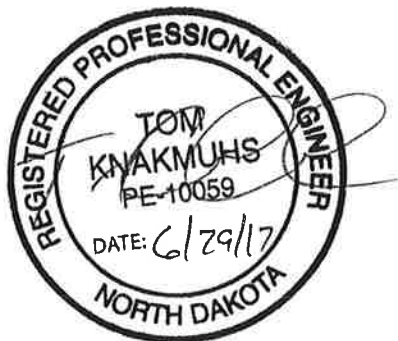
NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

PC Concrete Alley Paving & Incidentals Improvement District # AN-17-A1 of the City of Fargo, North Dakota.

| Line Description                             | Unit | Quantity | Unit Price (\$) | Amount (\$)       |
|--|------|----------|-----------------|-------------------|
| <b>Storm Sewer</b>                           |      |          |                 |                   |
| 1 F&I Pipe w/GB SDR 35 - 10" Dia PVC         | LF   | 772.00   | 54.00           | 41,688.00         |
| 2 F&I Pipe w/GB SDR 35 - 12" Dia PVC         | LF   | 178.00   | 57.00           | 10,146.00         |
| 3 F&I Manhole 4' Dia Reinf Conc              | EA   | 1.00     | 4,100.00        | 4,100.00          |
| 4 F&I Inlet - Round (RDI) Reinf Conc         | EA   | 5.00     | 2,500.00        | 12,500.00         |
| 5 Connect Pipe to Exist Structure            | EA   | 1.00     | 1,700.00        | 1,700.00          |
| <b>Storm Sewer Total</b>                     |      |          |                 | <b>70,134.00</b>  |
| <b>Paving</b>                                |      |          |                 |                   |
| 6 Excavation                                 | CY   | 1,570.00 | 10.00           | 15,700.00         |
| 7 Subgrade Preparation                       | SY   | 3,160.00 | 2.00            | 6,320.00          |
| 8 F&I Pavement 6" Thick Reinf Conc           | SY   | 3,160.00 | 52.50           | 165,900.00        |
| 9 Remove Pavement 6" Thick Conc              | SY   | 325.00   | 10.00           | 3,250.00          |
| 10 Remove Driveway All Thicknesses All Types | SY   | 25.00    | 20.00           | 500.00            |
| 11 Rem & Repl Casting - Self Leveling        | EA   | 1.00     | 1,250.00        | 1,250.00          |
| 12 Rem & Repl Pavement 9" Thick Asph         | SY   | 60.00    | 80.00           | 4,800.00          |
| 13 Mulching Type 1 - Hydro                   | SY   | 200.00   | 8.00            | 1,600.00          |
| 14 Seeding Type B                            | SY   | 200.00   | 8.00            | 1,600.00          |
| 15 Inlet Protection - Existing Inlet         | EA   | 6.00     | 100.00          | 600.00            |
| 16 Inlet Protection - New Inlet              | EA   | 6.00     | 100.00          | 600.00            |
| 17 Traffic Control - Type 1                  | LS   | 1.00     | 1,285.00        | 1,285.00          |
| 18 F&I Rock Mulch                            | TON  | 10.00    | 50.00           | 500.00            |
| <b>Paving Total</b>                          |      |          |                 | <b>203,905.00</b> |
| <b>Total Construction in \$</b>              |      |          |                 | <b>274,039.00</b> |

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # AN-17-A1****PC Concrete Alley Paving & Incidentals**

|                |         |           |
|----------------|---------|-----------|
| Engineering    | 11.00 % | 30,144.29 |
| Legal & Misc   | 7.00 %  | 19,182.73 |
| Contingencies  | 10.00 % | 27,403.90 |
| Administration | 6.00 %  | 16,442.34 |
| Interest       | 4.00 %  | 10,961.56 |

|                              |                   |
|------------------------------|-------------------|
| <b>Total Estimated Costs</b> | <b>378,173.82</b> |
|------------------------------|-------------------|

|                     |            |
|---------------------|------------|
| Special Assessments | 378,173.82 |
|---------------------|------------|

|                       |             |
|-----------------------|-------------|
| <b>Unfunded Costs</b> | <b>0.00</b> |
|-----------------------|-------------|

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 06/28/2017

Thomas Knakmuhs

Division Engineer

40-2

June 28, 2017

**ENGINEERING DEPARTMENT**

200 3rd Street North  
Fargo, North Dakota 58102  
Phone: (701) 241-1545  
Fax: (701) 241-8101  
E-Mail: feng@cityoffargo.com

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BR-17-G1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 28, 2017, for Water Main Replacement, Street Reconstruction & Incidentals, Improvement District No. BR-17-G1, located at 7th St S from 1st Ave S to 5th Ave S.

The bids were as follows:

|                             |                |
|-----------------------------|----------------|
| Shermans LLC                | \$909,972.78   |
| Matser Construction         | \$999,888.00   |
| Tom's Backhoe Service, Inc. | \$1,000,912.40 |
| Geo. E. Haggart, Inc.       | \$1,076,510.10 |
| Dakota Underground Co.      | \$1,084,917.50 |

|                     |                |
|---------------------|----------------|
| Engineer's Estimate | \$1,188,784.00 |
|---------------------|----------------|

The special assessment escrow is not required.

This office recommends award of the contract to Shermans LLC in the amount of \$909,972.78 as the lowest and best bid. No protests have been received.

Sincerely,



Thomas Knakmuhs  
Division Engineer

TAK/bem



**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # BR-17-G1**  
**Water Main Replacement, Street Reconstruction & Incidentals**

7th St. S. from 1st Ave. S. to 5th Ave. S.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

That I am the Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Water Main Replacement, Street Reconstruction & Incidentals Improvement District # BR-17-G1 of the City of Fargo, North Dakota.

| Line Description                            | Unit | Quantity  | Unit Price (\$) | Amount (\$)       |
|---|------|-----------|-----------------|-------------------|
| <b>Paving</b>                               |      |           |                 |                   |
| 1 Remove Pavement All Thicknesses All Types | SY   | 6,000.00  | 4.00            | 24,000.00         |
| 2 Remove Curb & Gutter                      | LF   | 3,050.00  | 4.00            | 12,200.00         |
| 3 Remove Driveway All Thicknesses All Types | SY   | 285.00    | 6.00            | 1,710.00          |
| 4 Remove Sidewalk All Thicknesses All Types | SY   | 1,000.00  | 6.00            | 6,000.00          |
| 5 Subgrade Preparation                      | SY   | 6,810.00  | 5.70            | 38,817.00         |
| 6 F&I Woven Geotextile                      | SY   | 6,810.00  | 1.60            | 10,896.00         |
| 7 F&I Class 5 Agg - 10" Thick               | SY   | 6,810.00  | 9.77            | 66,533.70         |
| 8 F&I Edge Drain 4" Dia PVC                 | LF   | 3,050.00  | 6.15            | 18,757.50         |
| 9 F&I Curb & Gutter Standard (Type II)      | LF   | 3,050.00  | 19.00           | 57,950.00         |
| 10 F&I Asphalt Cement PG 58-34              | GAL  | 34,470.00 | 2.00            | 68,940.00         |
| 11 F&I Aggregate for Asph Pavement FAA 43   | TON  | 2,485.00  | 34.95           | 86,850.75         |
| 12 F&I Sidewalk 4" Thick Reinf Conc         | SY   | 1,800.00  | 37.75           | 67,950.00         |
| 13 F&I Sidewalk 6" Thick Reinf Conc         | SY   | 90.00     | 68.00           | 6,120.00          |
| 14 F&I Det Warn Panels Cast Iron            | SF   | 220.00    | 40.00           | 8,800.00          |
| 15 F&I Impressioned 6" Thick Reinf Conc     | SY   | 110.00    | 80.00           | 8,800.00          |
| 16 Casting to Grade - no Conc               | EA   | 26.00     | 200.00          | 5,200.00          |
| 17 Casting to Grade - Blvd                  | EA   | 1.00      | 100.00          | 100.00            |
| 18 GV Box to Grade - no Conc                | EA   | 6.00      | 100.00          | 600.00            |
| 19 GV Box to Grade - Blvd                   | EA   | 5.00      | 50.00           | 250.00            |
| 20 F&I Flat MH Cover 8" Thick Reinf Conc    | EA   | 8.00      | 500.00          | 4,000.00          |
| 21 Rem & Repl Casting - Self Leveling       | EA   | 12.00     | 1,169.00        | 14,028.00         |
| 22 Rem & Repl Casting - Std Manhole         | EA   | 2.00      | 421.00          | 842.00            |
| 23 Stormwater Management                    | LS   | 1.00      | 250.00          | 250.00            |
| 24 Inlet Protection - Existing Inlet        | EA   | 24.00     | 110.00          | 2,640.00          |
| 25 Inlet Protection - New Inlet             | EA   | 9.00      | 110.00          | 990.00            |
| 26 Temp Construction Entrance               | EA   | 1.00      | 250.00          | 250.00            |
| 27 Seeding Type B                           | SY   | 3,000.00  | 0.90            | 2,700.00          |
| 28 Mulching Type 1 - Hydro                  | SY   | 3,000.00  | 0.60            | 1,800.00          |
| 29 Weed Control Type B                      | SY   | 3,000.00  | 0.10            | 300.00            |
| 30 Traffic Control - Type 1                 | LS   | 1.00      | 2,650.00        | 2,650.00          |
| 31 Traffic Control - Minor                  | LS   | 1.00      | 2,000.00        | 2,000.00          |
| 32 Install Salvaged Gravel 8" Thick         | SY   | 1,500.00  | 3.00            | 4,500.00          |
| 33 F&I Fence                                | LF   | 281.00    | 64.18           | 18,034.58         |
| 34 Remove Tree                              | EA   | 1.00      | 500.00          | 500.00            |
| 35 F&I Driveway 6" Thick Reinf Conc         | SY   | 250.00    | 62.50           | 15,625.00         |
| <b>Paving Total</b>                         |      |           |                 | <b>561,584.53</b> |
| <b>Sanitary Sewer</b>                       |      |           |                 |                   |
| 36 F&I Pipe w/GB SDR 35 - 15" Dia PVC       | LF   | 55.00     | 75.00           | 4,125.00          |



## ENGINEER'S STATEMENT OF ESTIMATED COST

## IMPROVEMENT DISTRICT # BR-17-G1

## Water Main Replacement, Street Reconstruction &amp; Incidentals

|   |    |          |          |                   |
|---|----|----------|----------|-------------------|
| 37 Connect Pipe to Exist Structure              | EA | 2.00     | 550.00   | 1,100.00          |
| 38 F&I Pipe SDR 26 - 6" Dia PVC                 | LF | 50.00    | 58.00    | 2,900.00          |
| <b>Sanitary Sewer Total</b>                     |    |          |          | <b>8,125.00</b>   |
| <b>Water Main</b>                               |    |          |          |                   |
| 39 Remove Pipe All Sizes All Types              | LF | 300.00   | 5.00     | 1,500.00          |
| 40 F&I Pipe w/GB C900 DR 18 - 4" Dia PVC        | LF | 40.00    | 50.00    | 2,000.00          |
| 41 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC        | LF | 75.00    | 55.00    | 4,125.00          |
| 42 F&I Pipe w/GB C900 DR 18 - 8" Dia PVC        | LF | 40.00    | 60.00    | 2,400.00          |
| 43 F&I Pipe w/GB C900 DR 18 - 12" Dia PVC       | LF | 1,255.00 | 55.00    | 69,025.00         |
| 44 F&I Gate Valve 4" Dia                        | EA | 3.00     | 830.00   | 2,490.00          |
| 45 F&I Gate Valve 6" Dia                        | EA | 4.00     | 961.00   | 3,844.00          |
| 46 F&I Gate Valve 8" Dia                        | EA | 1.00     | 1,300.00 | 1,300.00          |
| 47 F&I Gate Valve 12" Dia                       | EA | 3.00     | 2,400.00 | 7,200.00          |
| 48 F&I Hydrant                                  | EA | 3.00     | 5,000.00 | 15,000.00         |
| 49 F&I Fittings Ductile Iron                    | LB | 5,495.00 | 4.00     | 21,980.00         |
| 50 Rem & Repl CS & Box 1" Dia                   | EA | 6.00     | 1,000.00 | 6,000.00          |
| 51 Rem & Repl CS & Box 1.5" Dia                 | EA | 1.00     | 1,100.00 | 1,100.00          |
| 52 F&I Pipe w/GB 1.5" Dia Copper                | LF | 20.00    | 45.00    | 900.00            |
| 53 F&I Pipe w/GB 1" Dia Copper                  | LF | 130.00   | 40.00    | 5,200.00          |
| 54 Transfer Water Svc                           | EA | 9.00     | 300.00   | 2,700.00          |
| 55 Furnish Temp Water Svc                       | EA | 9.00     | 300.00   | 2,700.00          |
| 56 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia | LF | 100.00   | 1.00     | 100.00            |
| <b>Water Main Total</b>                         |    |          |          | <b>149,564.00</b> |
| <b>Storm Sewer</b>                              |    |          |          |                   |
| 57 Remove Pipe All Sizes All Types              | LF | 596.00   | 8.00     | 4,768.00          |
| 58 Remove Inlet                                 | EA | 7.00     | 350.00   | 2,450.00          |
| 59 Remove Manhole                               | EA | 6.00     | 350.00   | 2,100.00          |
| 60 F&I Inlet - Single Box (SBI) Reinf Conc      | EA | 8.00     | 1,900.00 | 15,200.00         |
| 61 F&I Manhole 4' Dia Reinf Conc                | EA | 1.00     | 2,800.00 | 2,800.00          |
| 62 F&I Manhole 5' Dia Reinf Conc                | EA | 3.00     | 4,107.00 | 12,321.00         |
| 63 F&I Manhole 6' Dia Reinf Conc                | EA | 1.00     | 4,500.00 | 4,500.00          |
| 64 F&I Pipe w/GB 12" Dia Reinf Conc             | LF | 205.00   | 48.00    | 9,840.00          |
| 65 F&I Pipe w/GB 18" Dia Reinf Conc             | LF | 43.00    | 50.00    | 2,150.00          |
| 66 F&I Pipe w/GB 21" Dia Reinf Conc             | LF | 20.00    | 45.00    | 900.00            |
| 67 F&I Pipe w/GB 27" Dia Reinf Conc             | LF | 365.00   | 55.00    | 20,075.00         |
| 68 Connect Pipe to Exist Structure              | EA | 2.00     | 500.00   | 1,000.00          |
| 69 Connect Pipe to Exist Pipe                   | EA | 1.00     | 500.00   | 500.00            |
| <b>Storm Sewer Total</b>                        |    |          |          | <b>78,604.00</b>  |
| <b>Street Lighting</b>                          |    |          |          |                   |
| 70 Remove Street Light                          | EA | 15.00    | 75.00    | 1,125.00          |
| 71 Remove Base                                  | EA | 15.00    | 395.00   | 5,925.00          |
| 72 Remove Pull Box                              | EA | 1.00     | 275.00   | 275.00            |
| 73 Remove Feed Point                            | EA | 2.00     | 350.00   | 700.00            |
| 74 F&I Innerduct 1.5" Dia                       | LF | 1,871.00 | 8.75     | 16,371.25         |
| 75 F&I Conductor #6 USE Cu                      | LF | 7,944.00 | 1.25     | 9,930.00          |
| 76 F&I Base 6' Deep Reinf Conc                  | EA | 14.00    | 385.00   | 5,390.00          |
| 77 F&I Light Standard Type A                    | EA | 14.00    | 1,700.00 | 23,800.00         |
| 78 F&I Luminaire Type A                         | EA | 14.00    | 2,125.00 | 29,750.00         |
| 79 F&I Pull Box                                 | EA | 2.00     | 1,050.00 | 2,100.00          |
| 80 F&I Feed Point                               | EA | 1.00     | 6,650.00 | 6,650.00          |



**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # BR-17-G1**  
**Water Main Replacement, Street Reconstruction & Incidentals**

**Street Lighting Total** 102,016.25

**Signing**

|                               |    |       |       |                 |
|-------------------------------|----|-------|-------|-----------------|
| 81 F&I Sign Assembly          | EA | 5.00  | 50.00 | 250.00          |
| 82 F&I Sign Assembly & Anchor | EA | 12.00 | 80.00 | 960.00          |
| 83 F&I Diamond Grade Cubed    | SF | 52.00 | 20.00 | 1,040.00        |
| 84 F&I Engineering Grade      | SF | 21.00 | 15.00 | 315.00          |
| <b>Signing Total</b>          |    |       |       | <b>2,565.00</b> |

**Pavement Markings**

|                                      |    |        |       |                 |
|--------------------------------------|----|--------|-------|-----------------|
| 85 Paint Epoxy Line 4" Wide          | LF | 100.00 | 4.00  | 400.00          |
| 86 Paint Epoxy Line 16" Wide         | LF | 12.00  | 20.00 | 240.00          |
| 87 Paint Epoxy Line 24" Wide         | LF | 206.00 | 14.00 | 2,884.00        |
| 88 F&I Grooved Plastic Film 24" Wide | LF | 114.00 | 35.00 | 3,990.00        |
| <b>Pavement Markings Total</b>       |    |        |       | <b>7,514.00</b> |

**Total Construction in \$** 909,972.78

|                |         |           |
|----------------|---------|-----------|
| Engineering    | 8.55 %  | 77,802.67 |
| Legal & Misc   | 3.00 %  | 27,299.18 |
| Contingencies  | 10.00 % | 90,997.28 |
| Administration | 3.06 %  | 27,845.17 |
| Interest       | 4.00 %  | 36,398.91 |

**Total Estimated Costs** 1,170,315.99

|  |            |
|--|------------|
| Utility Funds - Wastewater - 521       | 4,997.00   |
| Utility Funds - Water - 501            | 91,982.00  |
| Sales Tax Funds - Infrastructure - 420 | 451,571.99 |
| Special Assessments                    | 621,765.00 |

**Unfunded Costs** 0.00



IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 06/29/2017

Thomas Knakmuhs

Division Engineer

July 3, 2017

40-3

**CITY OF FARGO PUBLIC WORKS**  
**WASTEWATER TREATMENT PLANT**

3400 North Broadway  
 Fargo, North Dakota 58102  
 Phone: (701) 241-1454  
 Fax: (701) 241-8159  
 Web Site: [www.cityoffargo.com](http://www.cityoffargo.com)

Honorable Board of City Commissioners  
 City of Fargo  
 200 3<sup>rd</sup> Street North  
 Fargo, North Dakota 58102

**RE: Improvement District NR-17-B Bid Award**  
**Broadway Interceptor SSO Reduction Project**

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 14, 2017 for the improvements of sanitary lift stations #1 & #2. These improvements are associated with the Broadway Interceptor SSO Reduction Project that was designed to reduce hazards associated with sanitary sewer overflows (SSO's) & sewer backup during rain events and flooding.

The project was bid as three (3) contracts: Contract 1 – General Construction; Contract 2 – Mechanical Construction; and Contract 3 – Electrical Construction. Individual bids were received for each contract as well as Contract 4 –Combined General, Mechanical, and Electrical. In addition to the base bid, alternates 1-10 were bid, accepted and are represented as the contract increases in the bid tabulation.

Upon review, the apparent low base bids are comprised of ICS, Inc. –General (Contract 1), All American Plumbing & Heating – Mechanical (Contract 2), and JDP Electric, Inc. – Electrical (Contract 3). The bids were as follows:

| <b>Contractor</b>               | <b>Base Bid</b> | <b>Alternates 1-10</b> | <b>Base Bid Plus Alternates</b> |
|---------------------------------|-----------------|------------------------|---------------------------------|
| ICS, Inc.                       | \$4,723,550     | \$247,400              | \$4,970,950                     |
| All American Plumbing & Heating | \$370,096       | N/A                    | \$370,096                       |
| JDP Electric, Inc               | \$1,168,720     | \$16,950               | \$1,185,670                     |
| <b>Total Bid Price</b>          |                 |                        | <b>\$6,526,716</b>              |

This Improvement District is part of a FEMA Hazard Mitigation Grant Program (HMGP) that receives 85% grant funding with the City being responsible for 15%. Items not covered by the HMGP grant, including the alternates, will be funded by the Wastewater Utility Fund and Special Assessments as a 50/50 split.

**Recommended Motion:**

Concur with AE2S and Wastewater Utility recommendation and award the apparent low base bids, plus alternates for Contract 1 to ICS, Inc., Contract 2 to All American Plumbing & Heating and Contract 3 to JDP Electric, Inc. for Improvement District NR-17-B.

Respectfully Submitted,



Jim Hausauer  
 Wastewater Utility Director





**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # NR-17-B1**  
**Broadway Interceptor Wet Weather Improvements-Phase**  
**III(General)**

Wet weather improvements at the southeast corner intersection of 4th Street South and 2nd Street South and the northeast corner of intersection 3rd Street North and 1st Avenue North.

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 Jared Heller, do hereby certify as follows:

That I am the Engineer of Record;

That the following is detailed statement of the estimated cost of the job described as:

Broadway Interceptor Wet Weather Improvements-Phase III(General) Improvement District # NR-17-B1 of the City of Fargo, North Dakota.

| Line Description  | Unit | Quantity | Unit Price (\$) | Amount (\$)         |
|---|------|----------|-----------------|---------------------|
| <b>Contract No. 1 - General Construction</b>                                    |      |          |                 |                     |
| 1 F&I Lift Station  | LS   | 1.00     | 2,201,300.00    | 2,201,300.00        |
| 2 F&I Lift Station  | LS   | 1.00     | 2,022,250.00    | 2,022,250.00        |
| 3 Modify Lift Station   | EA   | 1.00     | 350,000.00      | 350,000.00          |
| 4 Modify Lift Station   | EA   | 1.00     | 150,000.00      | 150,000.00          |
| <b>Contract No. 1 - General Construction Total</b>                              |      |          |                 | <b>4,723,550.00</b> |
| <b>Alternate No. 1 - Lift Station No. 1 (LS1) Check Valve Replacement</b>       |      |          |                 |                     |
| Modify Lift Station   | EA   | 1.00     | 3,200.00        | 3,200.00            |
| <b>Alternate No. 1 - Lift Station No. 1 (LS1) Check Valve Replacement Total</b> |      |          |                 | <b>3,200.00</b>     |
| <b>Alternate No. 2 - LS1 Plug Valve Replacement</b>                             |      |          |                 |                     |
| Modify Lift Station   | EA   | 1.00     | 15,000.00       | 15,000.00           |
| <b>Alternate No. 2 - LS1 Plug Valve Replacement Total</b>                       |      |          |                 | <b>15,000.00</b>    |
| <b>Alternate No. 3 - LS1 Wet Well Coating</b>                                   |      |          |                 |                     |
| Modify Lift Station   | EA   | 1.00     | 37,000.00       | 37,000.00           |
| <b>Alternate No. 3 - LS1 Wet Well Coating Total</b>                             |      |          |                 | <b>37,000.00</b>    |
| <b>Alternate No. 4 - Lift Station No. 2 (LS2) Pump Replacement</b>              |      |          |                 |                     |
| Modify Lift Station   | EA   | 1.00     | 125,000.00      | 125,000.00          |
| <b>Alternate No. 4 - Lift Station No. 2 (LS2) Pump Replacement Total</b>        |      |          |                 | <b>125,000.00</b>   |
| <b>Alternate No. 5 - LS2 Check Valve Replacement</b>                            |      |          |                 |                     |
| Modify Lift Station   | EA   | 1.00     | 6,200.00        | 6,200.00            |
| <b>Alternate No. 5 - LS2 Check Valve Replacement Total</b>                      |      |          |                 | <b>6,200.00</b>     |
| <b>Alternate No. 6 - LS2 Plug Valve Replacement</b>                             |      |          |                 |                     |
| Modify Lift Station   | EA   | 1.00     | 13,500.00       | 13,500.00           |
| <b>Alternate No. 6 - LS2 Plug Valve Replacement Total</b>                       |      |          |                 | <b>13,500.00</b>    |
| <b>Alternate No. 7 - LS2 Roof Replacement</b>                                   |      |          |                 |                     |
| Modify Lift Station   | EA   | 1.00     | 7,500.00        | 7,500.00            |
| <b>Alternate No. 7 - LS2 Roof Replacement Total</b>                             |      |          |                 | <b>7,500.00</b>     |
| <b>Alternate No. 8 - LS2 Wet Well Coating</b>                                   |      |          |                 |                     |
| Modify Lift Station   | EA   | 1.00     | 40,000.00       | 40,000.00           |
| <b>Alternate No. 8 - LS2 Wet Well Coating Total</b>                             |      |          |                 | <b>40,000.00</b>    |
| <b>Total Construction in \$</b>   |      |          |                 | <b>4,970,950.00</b> |
| Legal & Misc  |      | 0.29 %   | \$              | 14,490.11           |



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # NR-17-B1

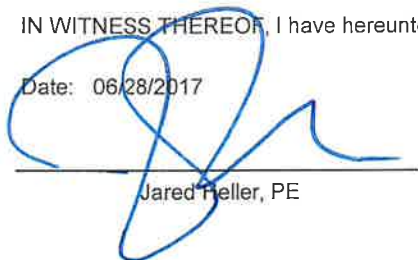
Broadway Interceptor Wet Weather Improvements-Phase  
III(General)



|                                    |         |           |                     |
|------------------------------------|---------|-----------|---------------------|
| Contingencies                      | 10.00 % | \$        | 497,095.00          |
| Administration                     | 0.19 %  | \$        | 9,660.07            |
| Interest                           | 0.39 %  | \$        | 19,320.14           |
| Outside Engineering                | 10.60 % | \$        | 526,920.70          |
| <b>Total Estimated Costs</b>       |         | <b>\$</b> | <b>6,038,436.03</b> |
| State Funds - NDDDES               |         | \$        | 519,505.04          |
| Federal Funds - HMGP               |         | \$        | 4,278,307.42        |
| Special Assessments                |         | \$        | 280,142.10          |
| Sales Tax Funds - Wastewater - 455 |         | \$        | 960,481.47          |
| <b>Unfunded Costs</b>              |         |           | <b>\$0.00</b>       |

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 06/28/2017

  
\_\_\_\_\_  
Jared Heller, PE



**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # NR-17-B2**  
**Broadway Interceptor Wet Weather Improvements-Phase**  
**III(Mechanical)**

Wet weather improvements at the southeast corner intersection of 4th Street South and 2nd Street South and the northeast corner of intersection 3rd Street North and 1st Avenue North.

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 Jared Heller, do hereby certify as follows:

That I am the Engineer of Record;

That the following is detailed statement of the estimated cost of the job described as:

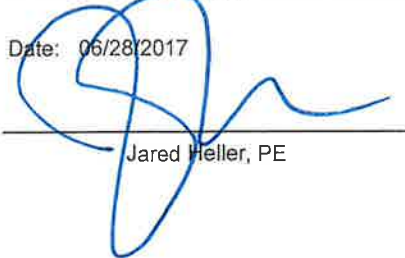
Broadway Interceptor Wet Weather Improvements-Phase III(Mechanical) Improvement District # NR-17-B2 of the City of Fargo, North Dakota.

| Line Description                                   | Unit    | Quantity | Unit Price (\$)      | Amount (\$)       |
|--|---------|----------|----------------------|-------------------|
| <b>Contract No. 2 - Mechanical Construction</b>    |         |          |                      |                   |
| 1 F&I Lift Station                                 | LS      | 1.00     | 123,816.00           | 123,816.00        |
| 2 F&I Lift Station                                 | LS      | 1.00     | 197,461.00           | 197,461.00        |
| 3 Modify Lift Station                              | EA      | 1.00     | 46,099.00            | 46,099.00         |
| 4 Modify Lift Station                              | EA      | 1.00     | 2,720.00             | 2,720.00          |
| <b>Contract No. 2 - General Construction Total</b> |         |          |                      | <b>370,096.00</b> |
| <b>Total Construction in \$</b>                    |         |          |                      | <b>370,096.00</b> |
| Legal & Misc                                       | 0.29 %  | \$       | 1,078.81             |                   |
| Contingencies                                      | 10.00 % | \$       | 37,009.60            |                   |
| Administration                                     | 0.19 %  | \$       | 719.21               |                   |
| Interest   | 0.39 %  | \$       | 1,438.42             |                   |
| Outside Engineering                                | 10.60 % | \$       | 39,230.18            |                   |
| <b>Total Estimated Costs</b>                       |         |          | <b>\$ 449,572.22</b> |                   |
| State Funds - NDDes                                |         |          | \$ 38,678.07         |                   |
| Federal Funds - HMGP                               |         |          | \$ 318,527.54        |                   |
| Special Assessments                                |         |          | \$ 20,857.07         |                   |
| Sales Tax Funds - Wastewater - 455                 |         |          | \$ 71,509.54         |                   |
| <b>Unfunded Costs</b>                              |         |          | <b>\$0.00</b>        |                   |



IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 06/28/2017

  
 \_\_\_\_\_  
 Jared Heller, PE



**ENGINEER'S STATEMENT OF ESTIMATED COST**  
**IMPROVEMENT DISTRICT # NR-17-B3**  
**Broadway Interceptor Wet Weather Improvements-Phase**  
**III(Electrical)**

Wet weather improvements at the southeast corner intersection of 4th Street South and 2nd Street South and the northeast corner of intersection 3rd Street North and 1st Avenue North.

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 Jared Heller, do hereby certify as follows:

That I am the Engineer of Record;

That the following is detailed statement of the estimated cost of the job described as:

Broadway Interceptor Wet Weather Improvements-Phase III(Electrical) Improvement District # NR-17-B3 of the City of Fargo, North Dakota.

| Line Description                                      | Unit | Quantity | Unit Price (\$) | Amount (\$)         |
|---|------|----------|-----------------|---------------------|
| <b>Contract No. 3 - Electrical Construction</b>       |      |          |                 |                     |
| 1 F&I Lift Station                                    | LS   | 1.00     | 520,720.00      | 520,720.00          |
| 2 F&I Lift Station                                    | LS   | 1.00     | 361,760.00      | 361,760.00          |
| 3 Modify Lift Station - Electrical                    | EA   | 1.00     | 130,980.00      | 130,980.00          |
| 4 Modify Lift Station - Electrical                    | EA   | 1.00     | 38,560.00       | 38,560.00           |
| 5 Modify Lift Station - Electrical                    | EA   | 1.00     | 116,700.00      | 116,700.00          |
| <b>Contract No. 3 - Electrical Construction Total</b> |      |          |                 | <b>1,168,720.00</b> |

**Alternate No. 9 - LS1 Electrical Improvements**

|  |    |      |             |                    |
|--|----|------|-------------|--------------------|
| Modify Lift Station                                  | EA | 1.00 | \$ 8,870.00 | \$ 8,870.00        |
| <b>Alternate No. 9 - LS1 Electrical Improvements</b> |    |      |             | <b>\$ 8,870.00</b> |

**Alternate No. 10 - LS2 Electrical Improvements**

|   |    |      |             |                    |
|---|----|------|-------------|--------------------|
| Modify Lift Station                                   | EA | 1.00 | \$ 8,080.00 | \$ 8,080.00        |
| <b>Alternate No. 10 - LS2 Electrical Improvements</b> |    |      |             | <b>\$ 8,080.00</b> |

**Total Construction in \$ 1,185,670.00**

|                     |         |               |
|---------------------|---------|---------------|
| Legal & Misc        | 0.29 %  | \$ 3,456.18   |
| Contingencies       | 10.00 % | \$ 118,567.00 |
| Administration      | 0.19 %  | \$ 2,304.12   |
| Interest            | 0.39 %  | \$ 4,608.24   |
| Outside Engineering | 10.60 % | \$ 125,681.02 |

**Total Estimated Costs \$ 1,440,286.56**

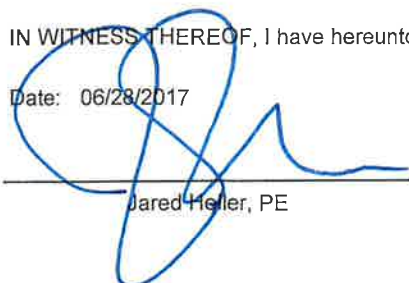
|                                    |                 |
|------------------------------------|-----------------|
| State Funds - NDDDES               | \$ 123,912.24   |
| Federal Funds - HMGP               | \$ 1,020,461.03 |
| Special Assessments                | \$ 66,819.44    |
| Sales Tax Funds - Wastewater - 455 | \$ 229,093.85   |

**Unfunded Costs \$0.00**



IN WITNESS WHEREOF, I have hereunto set my hand and seal

Date: 06/28/2017

  
 Jared Heller, PE



ENGINEER'S STATEMENT OF ESTIMATED COST

IMPROVEMENT DISTRICT # NR-17-B3

Broadway Interceptor Wet Weather Improvements-Phase  
III(Electrical)

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June 28, 2017

Mr. Jim Hausauer, REHS  
Wastewater Utility Director  
City of Fargo  
3400 North Broadway  
Fargo, ND 58102

**Re: Broadway Interceptor Wet Weather Improvements - Phase III  
Improvement District No. NR-17-B  
Engineer's Bid Review and Award Recommendation**

Dear Mr. Hausauer:

Bids were received at 11:30 a.m. on Wednesday, June 14, 2017, at the City Auditor's Office and opened immediately following at the Fargo Centennial Hall for the above-referenced project. A total of eight (8) different bidders submitted a total of eleven sealed bids. All of the bids that were submitted met all of the prescribed requirements and were opened and read aloud. A bid tabulation is attached to this letter for your review.

The project was divided into three (3) contracts: Contract No. 1 – General Construction; Contract No. 2 – Mechanical Construction; and Contract No. 3 – Electrical Construction. Individual bids were received for each contract as well as Contract No. 4 – Combined General, Mechanical, and Electrical Construction, which is a combined bid for Contracts No. 1, No. 2, and No. 3. A combined bid should not be accepted unless that bid is lower than the combined total of the lowest, responsible bids for the three (3) separate contracts. Based on a review of the base bids, the apparent low base bid is comprised of ICS, Inc. for the general construction (Contract No. 1), All American Plumbing and Heating for the mechanical construction (Contract No. 2), and JDP Electric, Inc. for the electrical construction (Contract No. 3). After discussions with the apparent low bidders after the bid opening to verify general understanding of the project and expectations during construction, we feel all three contractors shall be considered responsive bidders and are prepared to complete the work in accordance with the bid documents.

The bid results are included in the attached bid tab, with the apparent low bids for each contract listed in Table 1 below, as well as the combined total for these three low base bids. Also included within Table 1 is the Engineer's Estimate for each of the three contracts, as well as the combined total for the entire project. The full Bid Tab Tabulation is included with this letter.



Mr. Jim Hausauer, REHS  
Wastewater Utility Director

**Re: Broadway Interceptor Wet Weather Improvements - Phase III  
Improvement District NR-17-B  
Engineer's Bid Review and Award Recommendation**

June 28, 2017

Page 2 of 4

*Table 1: Broadway Interceptor Wet Weather Improvements – Phase III Engineer's Estimate and Apparent Low Bids*

| Contractor  | Engineer's Estimate   | Low Bid               |
|---|-----------------------|-----------------------|
| <b>Contract 1 - ICS, Inc.</b>                         | \$4,732,186.80        | \$4,723,550.00        |
| <b>Contract 2 - All American Plumbing and Heating</b> | \$295,300.59          | \$370,096.00          |
| <b>Contract 3 - JDP Electric, Inc.</b>                | \$1,688,146.44        | \$1,168,720.00        |
| <b>Total Base Bid</b>                                 | <b>\$6,715,633.83</b> | <b>\$6,262,366.00</b> |

In addition to the base bid, ten (10) alternates were bid. All bids for the alternates were represented by contract increases in the attached bid tabulation. The original Engineer's Estimate for all Alternates was \$526,200. A summary of each bid alternate is presented in the following paragraphs. In addition, recommendations to award or decline each alternative are presented below based on discussions conducted with the Fargo Wastewater Treatment Plant (WWTP) Staff.

- **Alternate No. 1 – Lift Station No. 1 (LS1) Check Valve Replacement:** This bid alternative consisted of replacing the check valves at existing LS1. Based on discussion with City staff the existing check valves are nearing the end of their expected operating life.
  - **Recommendation:** The City award Alternative No. 1 in the amount of \$3,200.00.
- **Alternate No. 2 – LS1 Plug Valve Replacement:** This bid alternative consisted of replacing the plug valves at existing LS1. Based on discussions with City staff, the existing plug valves are nearing the end of their expected operating life.
  - **Recommendation:** The City award Alternative No. 2 in the amount of \$15,000.00.
- **Alternate No. 3 – LS1 Wet Well Coating:** This bid alternative consisted of coating the existing wet well at LS1 with Tnemec Series 436 Perma-Shield FR. The existing well is currently not coated. The coating of the wet well will extended the overall operating life of the wet well by reducing concrete deterioration because of the effects of hydrogen sulfide.
  - **Recommendation:** The City award Alternative No. 3 in the amount of \$37,000.00.
- **Alternate No. 4 – Lift Station No. 2 (LS2) Pump Replacement:** This bid alternative consisted of replacing the three existing dry pit submersible pumps at LS2. Based on discussions with City staff, these pumps are nearing the end of their expected operating life.
  - **Recommendation:** The City award Alternative No. 4 in the amount of \$125,000.00.
- **Alternate No. 5 – LS2 Check Valve Replacement:** This bid alternative consisted of replacing the check valves at existing LS2. Based on discussions with City staff, the existing check valves are nearing the end of their expected operating life.
  - **Recommendation:** The City award Alternative No. 5 in the amount of \$6,200.00.

Mr. Jim Hausauer, REHS  
Wastewater Utility Director

**Re: Broadway Interceptor Wet Weather Improvements - Phase III  
Improvement District NR-17-B  
Engineer's Bid Review and Award Recommendation**

June 28, 2017  
Page 3 of 4

- **Alternate No. 6 – LS2 Plug Valve Replacement:** This bid alternative consisted of replacing the plug valves at existing LS2. Based on discussions with City staff, the existing plug valves are nearing the end of their expected operating life.
  - **Recommendation:** The City award Alternative No. 6 in the amount of \$13,500.00.
- **Alternate No. 7 – LS2 Roof Replacement:** This bid alternative consisted of replacing the existing roof at LS2 with EPDM roofing. The existing roof has developed leaks which is deteriorating the condition of the roof that protects valuable equipment within the Lift Station.
  - **Recommendation:** The City award Alternative No. 7 in the amount of \$7,500.00.
- **Alternate No. 8 – LS2 Wet Well Coating:** This bid alternate consisted of removing the existing wet well coating and recoating the existing wet well at LS2, which has experienced coating failure in multiple areas. The recoating of the wet well will extended the overall operating life of the wet well by reducing concrete deterioration because of the effects of hydrogen sulfide.
  - **Recommendation:** The City award Alternative No. 8 in the amount of \$40,000.00.
- **Alternate No. 9 – LS1 Additional Electrical Improvements:** This bid alternate consisted of replacing the existing light fixtures and unit heater within LS1 because they are extended past their normal operating life.
  - **Recommendation:** The City award Alternative No. 9 in the amount of \$8,870.00.
- **Alternate No. 10 – LS2 Additional Electrical Improvements:** This bid alternate consisted of replacing the existing light fixtures and unit heater within LS2 because they are extended past their normal operating life.
  - **Recommendation:** The City award Alternative No. 10 in the amount of \$8,080.00.

It is recommended that City award all Alternates 1-10 for an increase in contract price of \$264,350.00. As such, the project team recommends the following construction contracts within Table 2 below:

*Table 2: Final Recommended Contract Amounts*

| Contractor  | Final Contract Amount |
|---|-----------------------|
| <b>Contract 1 - ICS, Inc.</b>                         | \$4,970,950.00        |
| <b>Contract 2 - All American Plumbing and Heating</b> | \$370,096.00          |
| <b>Contract 3 - JDP Electric, Inc.</b>                | \$1,185,670.00        |
| <b>Total Final Contract Amounts</b>                   | <b>\$6,526,716.00</b> |



Mr. Jim Hausauer, REHS  
Wastewater Utility Director

**Re: Broadway Interceptor Wet Weather Improvements - Phase III  
Improvement District NR-17-B  
Engineer's Bid Review and Award Recommendation**

June 28, 2017

Page 4 of 4

This project is part of the Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) and receives 75 percent grant funding from FEMA and 10 percent from the State of North Dakota. The City of Fargo Wastewater Utility and the special assessment district will absorb the remaining share of the costs of this project (15 percent). The breakdown between the Wastewater Utility Fund and Special Assessments is a 50/50 split. It should be noted that the alternates are not eligible under the FEMA HMGP and are planned to be paid for by both Wastewater Utility Funds and Special Assessments on a 50/50 split.

Once the City executes the Notice of Awards, please return the signed forms to AE2S. AE2S will forward the Notice of Award and the Construction Agreement to the respective awarded Contractor. Each successful Contractor is required to acknowledge the Award, execute the Agreement (on their part), and return both documents with the required supporting documentation (Performance and Payment bonds, insurance certificates, tax clearances, etc.) by July 12, 2017. Upon receipt of the returned documentation, they will be reviewed and forwarded to the City for review and final execution at the City Commission meeting on July 17, 2017.

Once the agreements are fully executed, AE2S will assemble and distribute complete Contract Document sets to all parties, schedule and administer a pre-construction conference, and issue the Notice to Proceed.

Thank you for the opportunity to assist the City of Fargo with this important project. Should you have any comments or questions regarding the bid results or the project in general, please do not hesitate to contact me at (218) 299-5610.

Respectfully Submitted,

AE2S



Ben Julson, PE  
Project Engineer

Attachment



**Broadway Interceptor SSO West Weather Improvements - Phase III**

Fargo, ND

P00803-2014-000

Bid Opening 11:30 AM, June 14, 2017

|  | ICS, Inc.      | PKG Contracting, Inc. | Industrial Builders, Inc. | Rice Lake Constr. Group | All American Plmbg. & Htg. | JDP Electric, Inc. | Rick Electric, Inc. | Sun Electric, Inc. | Engineer's Estimate |
|--|----------------|-----------------------|---------------------------|-------------------------|----------------------------|--------------------|---------------------|--------------------|---------------------|
|  |                |                       |                           |                         |                            |                    |                     |                    |                     |
| <b>Acknowledge Addenda 1-5</b>         | ✓              | ✓                     | ✓                         | ✓                       | ✓                          | ✓                  | ✓                   | ✓                  | ✓                   |
| <b>Bid Bond</b>                        | ✓              | ✓                     | ✓                         | ✓                       | ✓                          | ✓                  | ✓                   | ✓                  | ✓                   |
| <b>Contractor's License</b>            | ✓              | ✓                     | ✓                         | ✓                       | ✓                          | ✓                  | ✓                   | ✓                  | ✓                   |
| <b>Contract 1 - General Constr.</b>    | \$4,723,550.00 | \$5,069,000.00        | \$5,354,690.00            | \$5,475,000.00          | NO BID                     | NO BID             | NO BID              | NO BID             | \$4,732,186.80      |
| Alternate 1                            | \$3,200.00     | \$7,500.00            | \$7,500.00                | \$12,000.00             |                            |                    |                     |                    |                     |
| Alternate 2                            | \$15,000.00    | \$24,800.00           | \$20,000.00               | \$22,000.00             |                            |                    |                     |                    |                     |
| Alternate 3                            | \$37,000.00    | \$111,300.00          | \$50,000.00               | \$330,000.00            |                            |                    |                     |                    |                     |
| Alternate 4                            | \$125,000.00   | \$128,300.00          | \$150,000.00              | \$125,000.00            |                            |                    |                     |                    |                     |
| Alternate 5                            | \$6,200.00     | \$14,500.00           | \$15,000.00               | \$15,000.00             |                            |                    |                     |                    |                     |
| Alternate 6                            | \$13,500.00    | \$30,000.00           | \$50,000.00               | \$27,000.00             |                            |                    |                     |                    |                     |
| Alternate 7                            | \$7,500.00     | \$7,600.00            | \$10,000.00               | \$15,000.00             |                            |                    |                     |                    |                     |
| Alternate 8                            | \$40,000.00    | \$100,000.00          | \$70,000.00               | \$335,000.00            |                            |                    |                     |                    |                     |
| <b>Contract 2 - Mechanical Constr.</b> | NO BID         | NO BID                | NO BID                    | NO BID                  | \$370,096.00               | NO BID             | NO BID              | NO BID             | \$295,300.59        |
| <b>Contract 3 - Electrical Constr.</b> | NO BID         | NO BID                | NO BID                    | NO BID                  | NO BID                     | \$1,168,720.00     | \$1,191,000.00      | \$1,328,000.00     | \$1,688,146.44      |
| Alternate 3                            |                |                       |                           |                         |                            | NO BID             | NO BID              | NO CHANGE          |                     |
| Alternate 9                            |                |                       |                           |                         |                            | \$8,870.00         | \$5,900.00          | \$8,000.00         |                     |
| Alternate 10                           |                |                       |                           |                         |                            | \$8,080.00         | \$3,400.00          | \$6,000.00         |                     |
| <b>Contract 4 - Combined Constr.</b>   | NO BID         | \$6,596,900.00        | \$6,921,930.00            | \$6,950,000.00          | NO BID                     | NO BID             | NO BID              | NO BID             |                     |
| Alternate 1                            |                | \$7,500.00            | \$7,500.00                | \$12,000.00             |                            |                    |                     |                    |                     |
| Alternate 2                            |                | \$24,800.00           | \$20,000.00               | \$22,000.00             |                            |                    |                     |                    |                     |
| Alternate 3                            |                | \$111,300.00          | \$50,000.00               | \$330,000.00            |                            |                    |                     |                    |                     |
| Alternate 4                            |                | \$128,300.00          | \$150,000.00              | \$125,000.00            |                            |                    |                     |                    |                     |
| Alternate 5                            |                | \$14,500.00           | \$15,000.00               | \$15,000.00             |                            |                    |                     |                    |                     |
| Alternate 6                            |                | \$30,000.00           | \$50,000.00               | \$25,000.00             |                            |                    |                     |                    |                     |
| Alternate 7                            |                | \$7,600.00            | \$10,000.00               | \$15,000.00             |                            |                    |                     |                    |                     |
| Alternate 8                            |                | \$100,000.00          | \$70,000.00               | \$335,000.00            |                            |                    |                     |                    |                     |
| Alternate 9                            |                | \$8,000.00            | \$6,500.00                | \$10,000.00             |                            |                    |                     |                    |                     |
| Alternate 10                           |                | \$6,000.00            | \$3,750.00                | \$8,000.00              |                            |                    |                     |                    |                     |



Advanced Engineering and Environmental Services, Inc.  
 4170 28th St. S  
 Fargo, ND 58104  
 Tel: 701-364-9111  
 Fax: 701-364-9979

True Tabulation of Bids  
 Respectfully Submitted by:

*Ben Julson*  
 Ben Julson, PE

40-4

June 28, 2017

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. TN-16-F1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, June 28, 2017, for Traffic Signal Improvements & Incidentals, Improvement District No. TN-16-F1, located at the intersections of 52nd Avenue South and Timber Parkway/31st Street South and 52nd Avenue South & 63rd Street South

The bids were as follows:

|                     |              |
|---------------------|--------------|
| Strata Corporation  | \$434,393.85 |
| Moorhead Electric   | \$439,203.20 |
| Fargo Electric      | \$469,863.35 |
| Engineer's Estimate | \$422,773.39 |

The special assessment escrow is not required.

This office recommends award of the contract to Strata Corporation in the amount of \$434,393.85 as the lowest and best bid. No protests have been received.

Sincerely,



Tom Knakmuhs  
Division Engineer

TAK/jmg

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # TN-16-F1****Traffic Signal Improvements & Incidentals**

Intersections of 52nd Avenue S & Timber Parkway/31st Street S and 52nd Avenue S & 63rd Street S

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and  
WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Jeremy M. Gorden, do hereby certify as follows:

That I am a Division Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Traffic Signal Improvements & Incidentals Improvement District # TN-16-F1 of the City of Fargo, North Dakota.

| Line Description                             | Unit | Quantity                             | Unit Price (\$) | Amount (\$)      |
|--|------|--------------------------------------|-----------------|------------------|
| <b>Site 1 Paving</b>                         |      |                                      |                 |                  |
| 1 Remove Sidewalk 4" Thick Conc              | SY   | 52.00                                | 15.00           | 780.00           |
| 2 F&I Sidewalk 4" Thick Reinf Conc           | SY   | 92.00                                | 75.00           | 6,900.00         |
| 3 F&I Det Warn Panels Cast Iron              | SF   | 32.00                                | 50.00           | 1,600.00         |
|  |      | <b>Site 1 Paving Total</b>           |                 | <b>9,280.00</b>  |
| <b>Site 1 Pavement Marking</b>               |      |                                      |                 |                  |
| 4 Paint Epoxy Line 4" Wide                   | LF   | 1,448.00                             | 2.20            | 3,185.60         |
| 5 Paint Epoxy Message                        | SF   | 32.00                                | 26.00           | 832.00           |
| 6 Paint Epoxy Line 8" Wide                   | LF   | 398.00                               | 6.00            | 2,388.00         |
| 7 Paint Epoxy Line 16" Wide                  | LF   | 205.00                               | 14.00           | 2,870.00         |
| 8 Obliterate Pavement Markings               | SF   | 29.50                                | 12.00           | 354.00           |
|  |      | <b>Site 1 Pavement Marking Total</b> |                 | <b>9,629.60</b>  |
| <b>Site 1 Signing</b>                        |      |                                      |                 |                  |
| 9 F&I High Intensity Prismatic               | SF   | 12.50                                | 20.00           | 250.00           |
| 10 F&I Sign Assembly                         | EA   | 1.00                                 | 115.00          | 115.00           |
| 11 F&I Sign Assembly & Anchor                | EA   | 1.00                                 | 122.00          | 122.00           |
| 12 Remove Sign Assembly                      | EA   | 2.00                                 | 22.00           | 44.00            |
| 13 Traffic Control - Type 2                  | LS   | 1.00                                 | 700.00          | 700.00           |
|  |      | <b>Site 1 Signing Total</b>          |                 | <b>1,231.00</b>  |
| <b>Site 1 Traffic Signals</b>                |      |                                      |                 |                  |
| 14 F&I Traffic Signal Interim System         | EA   | 1.00                                 | 25,000.00       | 25,000.00        |
|  |      | <b>Site 1 Traffic Signals Total</b>  |                 | <b>25,000.00</b> |
| <b>Site 2 Paving</b>                         |      |                                      |                 |                  |
| 15 Remove Pavement All Thicknesses All Types | SY   | 158.00                               | 16.00           | 2,528.00         |
| 16 F&I Curb & Gutter Standard (Type II)      | LF   | 229.00                               | 70.00           | 16,030.00        |
| 17 Remove Curb & Gutter                      | LF   | 194.00                               | 15.00           | 2,910.00         |
| 18 F&I Pavement 10" Thick Doweled Conc       | SY   | 25.00                                | 200.00          | 5,000.00         |
| 19 F&I Median Nose - Conc                    | SY   | 14.00                                | 150.00          | 2,100.00         |
| 20 F&I Sidewalk 6" Thick Reinf Conc          | SY   | 69.50                                | 80.00           | 5,560.00         |
| 21 F&I Sidewalk 4" Thick Reinf Conc          | SY   | 112.00                               | 75.00           | 8,400.00         |
| 22 Remove Sidewalk 4" Thick Conc             | SY   | 5.70                                 | 15.00           | 85.50            |
| 23 Remove Sidewalk 6" Thick Conc             | SY   | 31.50                                | 40.00           | 1,260.00         |
| 24 F&I Impressioned 4" Thick Reinf Conc      | SY   | 48.70                                | 125.00          | 6,087.50         |
| 25 F&I Det Warn Panels Cast Iron             | SF   | 168.00                               | 50.00           | 8,400.00         |
|  |      | <b>Site 2 Paving Total</b>           |                 | <b>58,361.00</b> |
| <b>Site 2 Pavement Marking</b>               |      |                                      |                 |                  |
| 26 F&I Grooved Plastic Film Message          | SF   | 16.00                                | 38.00           | 608.00           |
| 27 F&I Grooved Plastic Film 6" Wide          | LF   | 697.00                               | 10.00           | 6,970.00         |
| 28 F&I Grooved Plastic Film 8" Wide          | LF   | 75.00                                | 12.00           | 900.00           |
| 29 F&I Grooved Plastic Film 16" Wide         | LF   | 189.00                               | 20.00           | 3,780.00         |
| 30 F&I Grooved Contrast Film 7" Wide         | LF   | 430.00                               | 12.00           | 5,160.00         |
| 31 Obliterate Pavement Markings              | SF   | 182.00                               | 6.00            | 1,092.00         |
|  |      | <b>Site 2 Pavement Marking Total</b> |                 | <b>18,510.00</b> |

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # TN-16-F1****Traffic Signal Improvements & Incidentals****Site 2 Signing**

|                                 |    |       |          |                 |
|---------------------------------|----|-------|----------|-----------------|
| 32 Traffic Control - Type 2     | LS | 1.00  | 2,500.00 | 2,500.00        |
| 33 Remove Sign Assembly         | EA | 2.00  | 22.00    | 44.00           |
| 34 F&I Sign Assembly & Anchor   | EA | 3.00  | 122.00   | 366.00          |
| 35 F&I High Intensity Prismatic | SF | 15.00 | 20.00    | 300.00          |
| 36 F&I Flexible Delineator      | EA | 4.00  | 66.00    | 264.00          |
| <b>Site 2 Signing Total</b>     |    |       |          | <b>3,474.00</b> |

**Site 2 Traffic Signals**

|   |    |          |           |                   |
|---|----|----------|-----------|-------------------|
| 37 Salvage Traffic Signal Equipment                   | LS | 1.00     | 500.00    | 500.00            |
| 38 F&I Ped Push Button & Sign                         | EA | 8.00     | 900.00    | 7,200.00          |
| 39 F&I Ped Push Button Post                           | EA | 3.00     | 1,500.00  | 4,500.00          |
| 40 F&I Foundation Type IV/Combo                       | EA | 4.00     | 2,000.00  | 8,000.00          |
| 41 F&I Foundation Type V                              | EA | 2.00     | 400.00    | 800.00            |
| 42 F&I Ped Head 1 Sect Countdown w/LED Mtd            | EA | 8.00     | 775.00    | 6,200.00          |
| 43 F&I Head 3 Sect w/12" LED MA Mtd                   | EA | 6.00     | 900.00    | 5,400.00          |
| 44 F&I Head 3 Sect w/12" LED Post Mtd                 | EA | 3.00     | 975.00    | 2,925.00          |
| 45 F&I Head 4 Sect w/12" LED Post Mtd                 | EA | 4.00     | 1,100.00  | 4,400.00          |
| 46 F&I Head 4 Sect w/12" LED MA Mtd                   | EA | 4.00     | 1,280.00  | 5,120.00          |
| 47 F&I Head 5 Sect Stack w/12" LED Post Mtd           | EA | 1.00     | 1,500.00  | 1,500.00          |
| 48 F&I Signal Cable AWG 14/2                          | LF | 2,014.00 | 1.00      | 2,014.00          |
| 49 F&I Signal Cable AWG 14/3                          | LF | 286.00   | 1.50      | 429.00            |
| 50 F&I Signal Cable AWG 14/7                          | LF | 74.00    | 2.00      | 148.00            |
| 51 F&I Signal Cable AWG 14/20                         | LF | 900.00   | 4.00      | 3,600.00          |
| 52 F&I Signal Cable 3M Opticom                        | LF | 740.00   | 2.00      | 1,480.00          |
| 53 F&I Signal Cable Loop Lead-in                      | LF | 7,357.00 | 2.00      | 14,714.00         |
| 54 F&I Signal Cable AWG 16/3                          | LF | 81.00    | 1.25      | 101.25            |
| 55 F&I Signal Cable CAT 6                             | LF | 81.00    | 5.00      | 405.00            |
| 56 F&I Conduit 1" Dia                                 | LF | 108.00   | 6.00      | 648.00            |
| 57 F&I Conduit 2" Dia                                 | LF | 168.00   | 8.00      | 1,344.00          |
| 58 F&I Conduit 4" Dia                                 | LF | 354.00   | 20.00     | 7,080.00          |
| 59 F&I Equipment Fargo Type B Cabinet                 | EA | 1.00     | 30,000.00 | 30,000.00         |
| 60 F&I Traffic Signal - Street Light Combo Feed Point | EA | 1.00     | 8,000.00  | 8,000.00          |
| 61 F&I Emerg Veh Pre-emption System                   | EA | 1.00     | 7,000.00  | 7,000.00          |
| 62 F&I PTZ Camera System                              | EA | 1.00     | 8,500.00  | 8,500.00          |
| 63 F&I Fiber Optic Terminations & Equip               | LS | 1.00     | 15,000.00 | 15,000.00         |
| 64 F&I Detection In-Ground Loop                       | EA | 39.00    | 1,500.00  | 58,500.00         |
| 65 F&I Signal Standard Type V 10' High                | EA | 1.00     | 2,000.00  | 2,000.00          |
| 66 F&I Signal Standard Type V 17.5' High              | EA | 1.00     | 2,200.00  | 2,200.00          |
| 67 F&I Signal Standard Combo - 36' MA                 | EA | 1.00     | 10,000.00 | 10,000.00         |
| 68 F&I Signal Standard Type IV - 60' MA               | EA | 1.00     | 22,000.00 | 22,000.00         |
| 69 F&I Signal Standard Combo - 60' MA                 | EA | 1.00     | 24,000.00 | 24,000.00         |
| 70 F&I Signal Standard Combo - 65' MA                 | EA | 1.00     | 25,500.00 | 25,500.00         |
| <b>Site 2 Traffic Signals Total</b>                   |    |          |           | <b>291,208.25</b> |

**Site 2 Street Lighting**

|                                     |    |          |        |                  |
|-------------------------------------|----|----------|--------|------------------|
| 71 Remove Street Light              | EA | 3.00     | 200.00 | 600.00           |
| 72 Remove Base                      | EA | 3.00     | 500.00 | 1,500.00         |
| 73 F&I Conductor #6 USE Cu          | LF | 1,000.00 | 1.20   | 1,200.00         |
| 74 F&I Luminaire Type A             | EA | 18.00    | 800.00 | 14,400.00        |
| <b>Site 2 Street Lighting Total</b> |    |          |        | <b>17,700.00</b> |

**Total Construction in \$ 434,393.85**

|                |         |           |
|----------------|---------|-----------|
| Engineering    | 10.48 % | 45,524.48 |
| Legal & Misc   | 3.00 %  | 13,031.82 |
| Contingencies  | 10.00 % | 43,439.38 |
| Administration | 5.38 %  | 23,370.39 |
| Interest       | 4.00 %  | 17,375.75 |

**ENGINEER'S STATEMENT OF ESTIMATED COST****IMPROVEMENT DISTRICT # TN-16-F1****Traffic Signal Improvements & Incidentals**


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|  |                   |
|--|-------------------|
| <b>Total Estimated Costs</b>           | <b>577,135.67</b> |
| Special Assessments                    | 521,612.73        |
| Sales Tax Funds - Infrastructure - 420 | 55,522.94         |
| <b>Unfunded Costs</b>                  | <b>0.00</b>       |

---

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 06/28/2017

  
\_\_\_\_\_  
Jeremy M. Gorden, PE, PTOE

Transportation Division Engineer

