

FARGO CITY COMMISSION AGENDA
Monday, March 8, 2021 - 5:00 p.m.

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, February 22, 2021).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 1st reading of an Ordinance Relating to the Electrical Code.
- 2. 2nd reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in South Ridge First Addition.
- 3. Applications for Games of Chance:
 - a. NDSU Women in Business for a raffle on 4/5/21.
 - b. Michelle Erfle-Johnson Benefit for a raffle and raffle board on 3/27/21; Public Spirited Resolution.
- 4. Wireless Telecommunication Facilities on NDDOT Right-of-Way within LPA Jurisdiction agreement with the NDDOT.
- 5. Memorandum of Understanding regarding 45th Street South from 64th Avenue South to 76th Avenue South and 76th Avenue South from 45th Street South to 57th Street South with Cass County.
- 6. Purchase Agreement with Joshua Brekke for property located at 3680 River Drive South (Project No. MS-15-K0).
- 7. Bid award for Project Nos. PR-21-A1 and PR-21-B1.
- 8. Bid advertisement for Project Nos. FM-19-A, SL-21-A, TM-21-A and TR-21-A.
- 9. Change Order No. 2 for an increase of \$907.50 for Project No. FM-16-A1.
- 10. Bid award for the Library's lighting upgrades (RFP20064).
- 11. State Water Commission request for cost reimbursement for the FM Metro Area Flood Risk Management Project for costs totaling \$1,087,207.37.
- 12. Summary Annual Financial Report for the period ending 12/31/20 (preliminary, unaudited and unadjusted).

- Page 12
13. Notice of Grant Award Amendment from the ND Department of Health for the Title X Family Planning Program (CFDA #93.217).
 14. Notice of Grant Award Amendment from the ND Department of Health for the WIC Program (CFDA #10.557).
 15. Change in ownership for the Junked Vehicle Removal Service Agreement with Ed's Towing Service, Inc.
 16. Bid award for ballistic personal protective gear (RFP21048).
 17. 2020 Community Development Block Grant and HOME Partnership allocations from the US Department of Housing and Urban Development in the amounts of \$789,067.00 (CDBG) and \$495,115.00 (HOME).
 18. Subrecipient Agreement with FirstLink.
 19. Contractor Agreement with MDM Construction, LLC and Consultant Agreement with Stone Group Architects, Inc. for construction services at the temporary overflow shelter.
 20. Bid award for GPS automated vehicle location system (RFP20165).
 21. Change Orders for Project No. WW1701:
 - a. No. 2 in the amount of -\$40,300.00 and time extension for Phase IIA.
 - b. No. 1 for an increase of \$40,300.00 for Phase IIB.
 22. Bills.
 23. Change Order No. 1 for a time extension to the substantial completion date (4/1/21) for Improvement District No. NN-19-A1.
 24. Final Balancing Change Order No. 4 for an increase of \$57,752.74 for Improvement District No. BR-20-E1.
 25. Bid award for Improvement District No. FP-19-A1.
 26. Create Improvement District No. BN-20-A.

REGULAR AGENDA:

27. **RESIDENT COMMENTS (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).**
28. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
 - a. ADOC Addition (2900 12th Avenue North); approval recommended by the Planning Commission on 11/3/20:
 1. Zoning Change from GI, General Industrial to GC, General Commercial.
 2. 1st reading of rezoning Ordinance.
 3. Plat of ADOC Addition.

- Page 3
- b. Eagle Valley Fourth Addition (7300 23rd Street South); approval recommended by the Planning Commission on 12/1/20:
 1. Zoning Change from P/I, Public and Institutional to SR-4, Single-Dwelling Residential.
 2. 1st reading of rezoning Ordinance.
 3. Plat of Eagle Valley Fourth Addition.
29. COVID-19 Update:
 - a. Fargo Cass Public Health Update.
 30. Presentation of the Police Department's Vision Mission Values video.
 31. Bid award for Project No. WA1910 – Downtown Water Tower Construction:
 - a. Base bid award to Phoenix Fabricators for Combined Construction Contract.
 - b. Bid Alternate 1 to Phoenix Fabricators.
 32. Request for an extension of the Class “A” Alcoholic Beverage License for Irish Hospitality, LLC d/b/a Hennessey’s Irish Pub until 6/30/22; delayed from the 2/22/21 Regular Meeting.
 33. Recommendation from Commissioner Piepkorn for changes to the Alcoholic Beverages Ordinance.
 34. Applications for property tax exemptions for improvements made to buildings:
 - a. Jonathan and Jennifer Hoffman, 2941 2nd Street North (5 year).
 - b. Andrew and Megan Green, 1305 Broadway North (5 year).
 - c. Ryan and Kjersten Nagle, 409 8th Avenue South (5 year).
 35. Set 7:30 a.m., Tuesday, April 13, 2021, as the date for the Board of Equalization to meet.

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

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

①

AN ORDINANCE AMENDING SECTIONS 23-0211 AND 23-0215
OF ARTICLE 23-02 OF CHAPTER 23 OF THE FARGO MUNICIPAL CODE
RELATING TO THE ELECTRICAL CODE

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

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

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

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

WHEREAS, N.D.C.C. §43-09-21 authorizes cities to make wiring standards more stringent than those established by the state; and

NOW, THEREFORE,

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

Section 1. Amendment.

Section 23-0211 of Article 23-02 of Chapter 23 of the Fargo Municipal Code is hereby amended to read as follows:

23-0211. Installations must conform to certain regulations before certificate issued.--No certificate of approval shall be issued for electric light, power, and heating installations unless such installations are in strict conformity with the provisions of this chapter, the statutes of the state of North Dakota, the North Dakota State Wiring Standards, Article 24.1-06 of the North Dakota Administrative Code, as amended herein, the ordinances, rules and regulations issued by the board of city commissioners of the city of Fargo, under authority of the state

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statutes, and unless they are in conformity with approved methods of construction for safety to life and property. The regulations as laid down in the ~~2017~~ 2020 edition of the National Electrical Code as currently adopted by the State of North Dakota, as approved by the American Standards Association and in the National Electrical Safety Code, as approved by the American Standards Association, and other installation and safety regulations approved by the American Standards Association, together with the current standards as published by the National Fire Protection Association, shall be prima facie evidence of such approved methods.

Section 2. Amendment.

Section 23-0215 of Article 23-02 of Chapter 23 of the Fargo Municipal Code is hereby amended to read as follows:

23-0215. Violations.-- Every person, firm or corporation violating any of the provisions of this article shall, upon conviction thereof, be guilty of an infraction, and be punished by a fine not to exceed ~~\$500.00~~ \$1,000.00; the court to have the power to suspend said sentence and to revoke the suspension thereof.

Section 3. Penalty.

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

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Section 4. Effective Date.

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

Timothy J. Mahoney, M.D., Mayor

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

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FARGO, NORTH DAKOTA

2

ORDINANCE NO. _____

1 AN ORDINANCE REZONING A CERTAIN PARCEL
2 OF LAND LYING IN SOUTH RIDGE FIRST ADDITION
3 TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

4 WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the
5 City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain
6 parcels of land lying in South Ridge First Addition to the City of Fargo, Cass County, North
7 Dakota; and,

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on February 2, 2021; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on February 22,
11 2021,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lots Five (5) and Six (6), Block Three (3) of South Ridge First Addition to the City
16 of Fargo, Cass County, North Dakota;

17 is hereby rezoned from "MR-3", Multi-Dwelling Residential, District to "LC", Limited
18 Commercial, District, with a "C-O" Conditional Overlay, District as follows:

19 1. This Conditional Overlay is intended to provide for a higher quality of design
20 than is afforded by the City of Fargo Land Development Code regarding future commercial and
21 residential development within the described property.

22 2. All primary buildings shall be constructed or clad with materials that are durable,
23 economically-maintained, and of a quality that will retain their appearance over time, including
but not limited to, natural or synthetic stone; brick; stucco; integrally-colored, textured or glazed
concrete masonry units; high-quality pre-stressed concrete systems; EIFS (Exterior Insulation

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Finishing System); glass; metal panes similar to 'Aluco Bond' and synthetic panels similar to 'Trespa'. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with the appearance of wood may be used. Horizontal metal lap siding and vertical metal batten shall be allowed on residential and commercial structures but shall not exceed 75% of the building elevation for residential structures and 50% for commercial.

3. All building façades greater than 150 feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three percent of the length of the façade and extending at least 20 percent of the length of the façade. No uninterrupted length of any façade shall exceed 150 horizontal feet. An articulated façade would emphasize elements on the face of a wall including change in setback, materials, roof pitch or height.

4. Ground floor façades that face public streets shall have arcades, display windows, entry areas, awnings, variation of material type that projects at least six (6) inches in plane or other such features along no less than 50 percent of their horizontal length. If the façade facing the street is not the front, it shall include similar features and/or landscaping features in scale with the façade that shall include a variety of trees and shrubs types and sizes within fifteen feet of the building façade.

5. Flat roofs and rooftop equipment, such as HVAC units, shall be completely screened when the viewing angle is from the finish floor elevation, measured 150 feet from the exterior wall or provided with a parapet or screening wall half the height of the equipment, including but not limited to the back of the structure.

6. Loading and/or services areas/facilities shall be located at the side or rear of buildings and screened from public streets by structures and/or landscaping, with a minimum opacity of 50 percent.

7. Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on at least three (3) sides. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor; however, if the service side does not face 25th Street South or 64th Avenue South or residentially zoned property, the metal gate shall not be required.

8. Separate vehicular and pedestrian circulation systems shall be provided. An on-site system of pedestrian walkways shall be designed to provide direct access and connections to

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and between the following:

- a) the primary entrance or entrances to each commercial building, including pad site buildings;
- b) any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development;
- c) parking areas or structures that serve such primary buildings;
- d) connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network;
- e) any public sidewalk system along the perimeter streets adjacent to the commercial development; and
- f) where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, retail shopping centers, office buildings.

9. The cumulative open space (green space) of each property shall consist of at least ten (10) percent of the total property acreage.

10. The following uses are prohibited:

- a) Detention Facilities;
- b) Adult Entertainment Centers;
- c) Off-Premise Advertising Signs (directional signs that are less than 50 square feet in size are exempt for this prohibition);
- d) Portable Signs;
- e) Vehicle Repair;
- f) Industrial Service;
- g) Manufacturing and Production;
- h) Warehouse and Freight Movement; and
- i) Aviation/Surface Transportation.

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11. The following shall apply to on-premise signs:

- a) Every structure and complex should be designed with a precise concept for adequate signing. Provisions for sign placement, sign scale in relationship with the building, and sign readability should be considered in developing the signing concept.
- b) Signage size, color, and form should complement the architecture of the building and should not compete with or become the focal point of the building form.
- c) Signage must not extend vertically or horizontally past the building.
- d) Signage text should be legible from arterial streets; use of recognizable imagery can be substituted for legibility of text. Sign should not be larger than necessary to achieve this legibility from the street.
- e) Sign surface areas must be less than 10 percent of the building surface.
- f) Signs should be located above first floor doors and windows, on awnings, or adjacent to building entrances if mounted on a wall.
- g) Corporate logos should be appropriately scaled.
- h) Separate pedestrian-oriented signs should be provided when pedestrians cannot see the façade signage which is oriented to the street.
- i) Each development site should be appropriately signed to give directions to loading and receiving areas, visitor parking, and other special areas.
- j) Multi-tenant buildings or developments may have one monument or ground mounted sign per street frontage listing all of the tenants. Monument or ground-mounted signs for individual businesses in multi-tenant buildings or developments are prohibited. Monument-type signs are the preferred alternative for business identification whenever possible.
- k) Signs should advertise a specific building or business, not products, trademarks, or special events.
- l) Window signs used for shop fronts or mixed-use buildings are permitted, provided that the aggregate total of all window signs for each business shall not exceed 25% of its respective window area.

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.

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5
6 Section 3. This ordinance shall be in full force and effect from and after its passage and
7 approval.
8

9 (SEAL)

Timothy J. Mahoney, M.D., Mayor

10 Attest:
11

12
13 _____
Steven Sprague, City Auditor
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First Reading:
Second Reading:
Final Passage:



APPLICATION FOR A LOCAL PERMIT OR REGISTERED EVENT PERMIT
OFFICE OF ATTORNEY GENERAL
DNR01217018

CASH
2/25/21

3a

Application for

☐ Local Binary

Five-stage, 100-hour Part-time-long over 1 per year

NDSU Women in Business Person responsible for the Gaming Activities and Implementation of the program Emily Eback Business Address Richard H. Barry Hall, 102D Mailing Address (if different) Richard H Barry Hall, 102D Dept. 2400 PO Box 6050 Name of Site Where Gaming Will Be Conducted NDSU Campus City Fargo		Game(s) being played Date Fundraising Coordin. City Fargo City Fargo Site Address 1340 Administration Ave State ND Zip Code 58105 County Cass		For a date, please drawing date(s) 4/5/21 Business Phone Number (701) 351-9050 State ND Zip Code 58108 State ND Zip Code 58108	
Check all Game(s) to be Conducted: <input type="checkbox"/> Poker, <input type="checkbox"/> Table Games, <input checked="" type="checkbox"/> Casino, <input type="checkbox"/> Sports Betting, <input type="checkbox"/> Other (Specify) _____					

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

[illegible]

intended ones of getting prospective business women support events held by club to help young build connections and learn skills.

Has the organization or group received a restricted grant pursuant to any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local property restricted grant payment.

Signature of Organization or Group's Rep (Print)	Date	Title	Business Phone Number
Megan A. Leebor	2-20-21	President	(320) 491-4841



(36)

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

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

Name of Nonprofit Organization or group of people permit is issued to Michelle Erfle - Johnson Benefit		Date(s) of Activity 3/27/21 to 3/27/21		For a raffle, provide drawing date(s) 3/27/21	
Person Responsible for the Gaming Operation and Disbursement of Net Income Christine S. Beaulieu		Title		Business Phone Number	
Business Address		City		State	Zip Code
Mailing Address (if different) 217. 21 St SW		City Fargo		State ND	Zip Code 58103
Name of Site Where Game(s) will be Conducted El Zagal		Site Address 1429. 31st St N.			
City Fargo		State ND	Zip Code 58102	County Cass	
Check the Game(s) to be Conducted: * Poker, Twenty-one, and Paddlewheels may be Conducted only by a Restricted Event Permit.					
<input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input checked="" 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 Board	Corn Hole	500.00			
50/50 Raffle	Sell tickets 1/2 to winner 1/2 to Benefit	2500.00			
Total:					(Limit \$40,000 per year) \$3,000

Intended uses of gaming proceeds: to go to help michelly with medical expense, travel medicine's, home expenses thru her cancer treatments

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

Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1-June 30? ☒ No ☐ Yes-If "Yes," the organization or group does not qualify for a local permit or restricted event permit.

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

Signature of Organization or Group's Top Official Christine Beaulieu	Date 3/2/21	Title Organizations	Business Phone Number 701.793.4695
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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

④

Type: NDDOT Small Cell Agreement

Location: Citywide

Date of Hearing: 3/1/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/8/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Kevin Gorder</u>

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding the approval of the Wireless Telecommunication Facilities on NDDOT Right of Way within LPA Jurisdiction Agreement.

NDDOT has been working with larger cities in ND to develop a process that would manage small cell placement on NDDOT controlled right of way within City limits. NDDOT wanted to ensure compliance with the latest FCC Order and develop an agreement assuring local control if the City chose to create requirements more restrictive than NDDOT.

NDDOT has worked with Engineering and the City Attorney's office to develop an agreement allowing the City to require all small cell installations comply with local requirements. The agreement also defines responsibilities between the NDDOT and the City of Fargo. The small cell application has also been modified and a supplement to the application has been added for the small cell installation on NDDOT controlled roads.

Staff is recommending approval of the Wireless Telecommunication Facilities on NDDOT Right of Way within LPA Jurisdiction agreement.

On a motion by Nicole Crutchfield, seconded by Tim Mahoney, the Committee voted to recommend approval of the Wireless Telecommunication Facilities on NDDOT Right of Way within LPA Jurisdiction agreement with the NDDOT.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Wireless Telecommunication Facilities on NDDOT Right of Way within LPA Jurisdiction agreement with the NDDOT.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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


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

COMMITTEE

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

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" 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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Tom Knakmuhs, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Kevin Gorder, Division Engineer
Date: February 24, 2021
Re: NDDOT Small Cell Agreement

NDDOT reached out to the larger cities in ND to develop a process that would manage small cell placement on NDDOT controlled right of way (see attached map) within the city limits of the larger cities in the state. NDDOT wanted to ensure they were in compliance with the latest FCC Order but wanted to develop an agreement assuring local control if the city chose to create requirements more restrictive than NDDOT. NDDOT, ND League of Cities, Engineering, and the City Attorney's Office worked together to develop the attached agreement.

This agreement allows the City to require all small cell installations comply with local requirements. The agreement also defines responsibilities between the NDDOT and the City of Fargo.

The small cell application has been modified and a supplement to the application has been added for a small cell installation on NDDOT controlled roads. The supplement requires the applicant comply with NDDOT's A Policy for Accommodation of Utilities on State Highway Right of Way. The supplement also requires the applicant comply with nondiscrimination requirements of the NDDOT.

Recommended Motion:

Approval of the Wireless Telecommunication Facilities on NDDOT Right of Way within LPA Jurisdiction agreement.

Supplemental Information and Acknowledgement for NDDOT Controlled Roads

The City of Fargo has an agreement with NDDOT to permit small cells on roadways under NDDOT control within the city limits. Applicant agrees to follow all local rules and regulations established by the City of Fargo along with additional NDDOT requirements on the referenced roadways. Installations must follow the current edition of NDDOT's A Policy for Accommodation of Utilities on State Highway Right of Way.

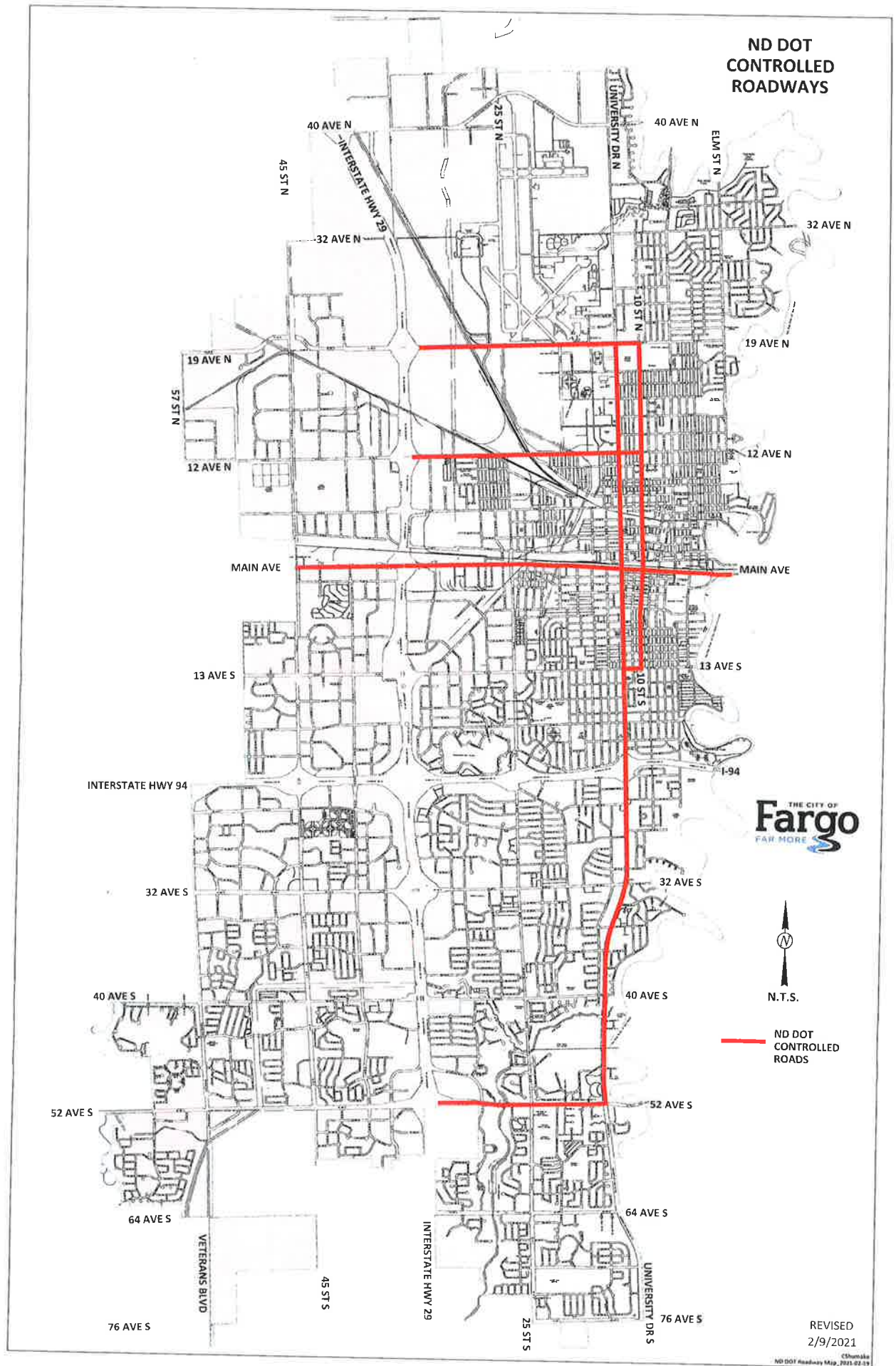
Applicant also agrees that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LPA will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.

The map showing NDDOT controlled roads is shown below.

I hereby acknowledge that the wireless service provider will comply with the additional requirements on NDDOT controlled roadways.

Signature: _____

Date: _____



APPLICATION NUMBER: _____
DATE RECEIVED: _____

Preliminary Meeting:

The City recommends scheduling a pre-application meeting to discuss the proposed siting locations prior to starting the application process. The purpose of this meeting would be to discuss and develop a basic understanding of the proposed permit application and give both parties an opportunity to share their goals and objectives on the proposed project. The applicant has the option to waive the shot clock requirement in favor of a more collaborative process. The applicant would have to sign the shot clock waiver form to do so. The applicant reserves the right to rescind this waiver at any point in the application process by notifying the city of Fargo in writing. The Wireless Facility Guidelines, as amended, apply regardless of what approval process an applicant chooses.

The City of Fargo regulates the encroachment of structures and objects in the public right of way and easements by Municipal Code. The City reserves the right to deny any permit to protect the health, safety, and/or welfare of the community. Telecommunication carriers ("applicant") may apply to construct, install, and maintain small cell facilities on structures in the public right of way by submitting an application. For installations that require ground disturbance, (i.e. installing new or replacement poles) the applicant shall obtain an excavation permit from City Engineering to construct and install the small cell facilities. The applicant will also execute a Master Attachment Agreement or an Encroachment Agreement with the City for use of the public right of way. An Occupancy Permit may also be required.

APPLICATION

Applicant

Names: _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Information: _____

Local Contact

Name: _____ Phone: _____
Address: _____
City: _____ State: _____ ZIP: _____

Provider

Name: _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Information: _____

Local Agent

Name: _____
Address: _____
City: _____ State: _____ ZIP: _____
Contact Information: _____

Contractor

Name: _____
Address: _____
City: _____ State: _____ ZIP: _____

*** Contractor must be a licensed excavator with the City of Fargo**

Requirements**Included**

Electronic pdf drawings showing the following:

- | | |
|---|-------|
| a. Location | _____ |
| b. Materials | _____ |
| c. Engineer's list of materials | _____ |
| d. Construction methods | _____ |
| e. Proposed location of wireless support structure including: | _____ |
| i. Easements | _____ |
| ii. Property boundaries | _____ |
| iii. Existing structures within 200 feet of structure. | _____ |
| f. Closest City Street address | _____ |
| g. Photo of City owned structure (if applicable) | _____ |
| h. Aerial view of location | _____ |
| i. Documentation to proportional scale stamped by a Professional Engineer licensed in North Dakota including: | _____ |
| i. Structural, loading, and wind-speed analysis for existing, proposed, and reserved loading | _____ |
| ii. Schematic describing the communications properties of the facility to include EMF and RF propagation and off-site data connections | _____ |
| j. Power source and route to each device | _____ |
| k. Elevation drawing of pole completed to scale | _____ |
| l. Electrical connection breakaway details | _____ |
| m. Detailed drawing to include all utilities in proposed and potential conflicts | _____ |
| n. Location, type, and size of any ground mounted equipment | _____ |
| o. Emergency Response Plan | _____ |
| p. Graffiti Mitigation Plan | _____ |
| q. Sight Distance analysis by Professional Traffic Operation Engineer for all new equipment placed in the Public Right of Way. <u>If the applicant is replacing the pole in the existing location, a sight distance analysis is not needed.</u> | _____ |
| r. <u>Applicant shall complete an Interference Review Analysis and certify the installation will not interfere with existing facilities. The analysis does not need to be submitted unless requested by the City.</u> | _____ |
| s. Information and training on how the site can be temporarily shut down so City can complete work without exposing employees to unnecessary radio waves | _____ |

Written Construction Plan that:

- a. Demonstrates the aesthetic impact and physical structure of the wireless communication facility is comparable to prevailing standards of similar structures in the immediate area _____
- b. Indicates Replacement/Stealth Structure or Attachment only: _____
 - i. If the existing City owned structure is to be replaced or a Stealth Structure is required, stamped shop drawings shall be submitted with the application
- c. Location and path of any supporting communication fibers, wires, or backhaul equipment (installation of fiber, communication lines, or backhaul equipment associated with small cells shall be a separate application under the City of Fargo Article 24-03) _____

Proof of One Call Registration

Locating Company: _____

Are any structures within the fall zone? _____

***fall zone defined by the height of the pole plus 20 feet**

Are there any overhead wires? _____

***overhead wires are not permitted between feed points and poles**

FAA Airspace Permits

Applicant has reviewed the FAA Airspace Permit requirements and verified that a permit is _____

***required permits must be attached**

Permits

Applicant ensures all applicable permits have been obtained and are included with this application.

Please list all required permits: _____

The applicant shall leave door hangers at all properties within 300' of each worksite a minimum of 14 days before construction starts. The notice shall include a brief description of the work that will be performed, contact information for the contractor completing the work, any potential impacts such as lane closures or sidewalk closures, and duration of the work.

Approved permits are valid for one year after the date of approval. If installation has not been made, it is assumed the installation will not proceed.

A preconstruction meeting shall also be scheduled at least 15 days prior to work starting. Information provided at this meeting should include but is not limited to schedule, work hours, primary contact information, staging areas off the public right of way, etc.

If the applicant wants to modify the small cell at any time during the use of the right of way, written approval must be obtained from City Engineering. Modifications may require an amended agreement between the applicant and City Engineering

It is the applicant's responsibility to read and comply with Ordinance 24-04 and the Wireless Telecommunication Facility Guidelines.

_____ I have reviewed Ordinance 24-04 and the Wireless Telecommunication Facility Guidelines.

Is a NDDOT Supplement required? _____ Yes _____ No

I hereby acknowledge that the wireless service provider will comply with all the requirements and that these fees are non-refundable and do not guarantee approval of the request by the City Engineer. Permit application will not be considered complete without payment.

Signature: _____ Date: _____

SUBMIT REQUEST TO:

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

CHECK PAYABLE TO:

City of Fargo

City of Fargo Comments

Permit: _____ Approved _____ Incomplete _____ Denied _____

Signature: _____ Date: _____

MEMO TO: William T. Panos
Director

FROM: Johnson, Michael E.

DATE: 12/30/2020

SUBJECT: Small Cell Wireless Agreement with Fargo

NDDOT has been working closely with the League of Cities and the Urban areas in North Dakota to develop an agreement for the management of small cell wireless infrastructure within NDDOT right of way. Small cell infrastructure represents wireless (i.e. 5G) cell service installations that provide a concentrated signal for enhanced user experience and demand.

This agreement will allow our Urban cities to act on our behalf in the permitting and management of small cell wireless installations in NDDOT right of way in areas within City limits.

Recent action by the Federal Communications Commission (FCC) has necessitated government response to installation of this infrastructure and to remove any obstacles to their installation.

If you should have any questions, please call Michael Johnson at 328-2118.

38/mej

DocuSign Workflow:
Paul Benning, LGD Engineer
Steve Salwei, OTP Director
Shannon Sauer, Finance Director
Brenda Derrig, City Engineer
City Attorney
City Auditor
City Mayor, President or Chair of Commission
Michael Johnson, Urban Engineer
Clint Morgenstern, Legal Division
Ron Henke, DDE

**North Dakota Department of Transportation
WIRELESS TELECOMMUNICATION FACILITIES ON NDDOT RIGHT OF WAY WITHIN LPA
JURISDICTION**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and city of Fargo, hereafter referred to as the LPA (Local Public Agency), whose address is 225 4th Street North, Fargo, North Dakota 58102.

NDDOT and LPA hereby agree that the LPA will coordinate and facilitate the installation of wireless telecommunication facilities within NDDOT right of way consistent with the provisions contained in local ordinances and NDDOT policies. The LPA may assign portions of the work under this agreement or execute a subcontract as per any LPA policy or ordinance. Any agreement with a wireless telecommunication utility company does not create a contractual relationship between NDDOT and the wireless telecommunication utility company. The LPA's authority under this agreement covers the corporate boundary of the LPA.

The LPA, on behalf of the NDDOT, shall exercise ownership of transportation infrastructure that has a wireless telecommunication facility installed on it within NDDOT right of way. The term of the LPA's assigned ownership will coincide with an in-place agreement with a wireless telecommunication utility company. If the wireless telecommunication facility is no longer needed and has been removed by the wireless telecommunication utility company then ownership of the transportation infrastructure will revert back to NDDOT.

Maintenance responsibilities for the transportation infrastructure with the wireless telecommunication facility attached will be the responsibility of the LPA.

1. The LPA will provide applicable policies, ordinances and any agreements related to wireless telecommunication facilities to NDDOT prior to the first installation of each wireless telecommunication utility company facility or as changes occur. The LPA shall prepare, or have prepared, maps and records showing the size, type, location and ownership of all wireless telecommunication facilities located within NDDOT right of way. Such maps and records shall be retained by the LPA for future reference and provided at the request of the NDDOT.
2. All temporary work zone traffic control done on highway right-of-way must conform to the Manual on Uniform Traffic Control Devices (MUTCD), NDDOT design standards applicable to temporary work zone traffic control and to the reasonable requirements of NDDOT's District Engineer for all work completed in the NDDOT right-of-way. The LPA shall provide reasonable notice to the District Engineer in advance of any work/closure. For highway closure, the LPA shall set up a proper, adequate, and safe detour. The LPA shall be solely responsible for planning, constructing, maintaining, policing, and removal of the detour.
3. The LPA shall comply with the procedures outlined in local ordinances and in the current edition of NDDOT's A Policy for Accommodation of Utilities on State Highway Right of Way. The LPA local ordinances may be more restrictive as to the wireless telecommunication utility owners so long as they still conform or are otherwise not prohibited by the NDDOT Utility Accommodation Policy. NDDOT shall provide the LPA written notice of any changes to NDDOT's A Policy for Accommodation of Utilities on State Highway Right of Way that affect facilities permitted pursuant to this agreement at least 90 days prior to any change becoming effective.
4. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this installation, such as inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance; in accordance with all applicable laws and



regulations.

5. The LPA shall be required to wear an ANSI/ISEA 107-2004 Class II high visibility garment while within the highway right-of-way as per the requirements of 23 CFR 634.
6. The LPA will arrange disposition of any removed transportation infrastructure with the NDDOT District Engineer.
7. The LPA acknowledges that the NDDOT has no duty to and will not provide for the supervision of activities associated with the installation or removal.
8. The LPA will advise any entity installing or operating telecommunications infrastructure that the wireless telecommunication utility company is responsible for securing any necessary permits that may be required.
9. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.
10. This agreement may be terminated or amended by either party by giving 60 days written notice to the other party. Changes to the terms and conditions of this agreement must be mutually agreed to in writing. Any termination or amendment to this agreement will need to address or accommodate wireless telecommunication facilities permitted as part of the existing agreement.
11. The LPA, for him or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LPA will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities set forth in this Assurance.

That in the event of breach of any of the above Non-discrimination covenants, NDDOT will have the right to terminate this agreement and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.



Executed the last date below signed.

APPROVED:

*LPA of: City of Fargo

Erik Johnson

LPA ATTORNEY (TYPE OR PRINT)

Dr. Timothy J. Mahoney

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

* Mayor

TITLE

DATE

ATTEST:

Steve Sprague

LPA AUDITOR

SIGNATURE

DATE

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Paul Benning

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DocuSigned by:

Paul M. Benning

SIGNATURE

A411F817506247A...

12/30/2020

DATE

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

DS

SS

DS

SS

*Mayor, President or Chair of LPA Commission

CLA 10095 (Div. 38)

L.D. Approved 12-20



Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party 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 and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor 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: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

RM Consulted 2007
Revised 11-19



Certificate Of Completion

Envelope Id: 20FD2EA9EFFC421BBF38ACAB7B56CB2F

Status: Sent

Subject: Contract #38201461: Please DocuSign: Wireless Telecommunication Facilities on NDDOT ROW within LPA

Contract Number: 38201461

PCN:

Source Envelope:

Document Pages: 5

Signatures: 1

Envelope Originator:

Certificate Pages: 3

Initials: 2

Michael Johnson

AutoNav: Enabled

608 E Boulevard Ave

EnvelopeId Stamping: Enabled

Bismarck, ND 58505

Time Zone: (UTC-06:00) Central Time (US & Canada)

mjohnson@nd.gov

IP Address: 165.234.92.5

Record Tracking

Status: Original

Holder: Michael Johnson

Location: DocuSign

12/30/2020 8:50:03 AM

mjohnson@nd.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

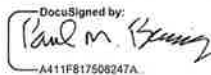
Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD

Location: DocuSign

Signer Events

Paul Benning

pbenning@nd.gov

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


DocuSigned by:
Paul M. Benning
A411F817508247A

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.252.245

Timestamp

Sent: 12/30/2020 8:51:36 AM

Viewed: 12/30/2020 9:48:56 AM

Signed: 12/30/2020 9:49:04 AM

Authentication Details

SMS Auth:

Transaction: 65DAD158BD240E049194F20B3A1AC40E

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 12/30/2020 9:48:51 AM

Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Shannon Sauer

ssauer@nd.gov

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


DS
SS

Signature Adoption: Pre-selected Style

Using IP Address: 216.71.24.86

Sent: 12/30/2020 9:49:06 AM

Viewed: 12/30/2020 10:59:33 AM

Signed: 12/30/2020 10:59:44 AM

Authentication Details

SMS Auth:

Transaction: 65DAD25B9A34100491953859FC5ABB0A

Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 12/30/2020 10:59:26 AM

Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

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

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.8

Timestamp

Sent: 12/30/2020 10:59:46 AM
Viewed: 1/4/2021 7:57:47 AM
Signed: 1/4/2021 7:57:56 AM

Authentication Details

SMS Auth:
Transaction: 65DB36C15880130491947DD709DA3A01
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 1/4/2021 7:57:42 AM
Phone: +1 701-527-8980

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Michael Johnson
mijohnson@nd.gov
Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgenstern
cdmorgenstern@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Ronald Henke
rhenke@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Editor Delivery Events

Michael Johnson
 mijohnson@nd.gov
 Mayor

Carahsoft OBO North Dakota Department of
 Transportation CLOUD

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Status

VIEWED

Using IP Address: 165.234.252.245

Timestamp

Sent: 12/30/2020 8:50:15 AM
 Viewed: 12/30/2020 8:50:40 AM
 Completed: 12/30/2020 8:51:35 AM

Agent Delivery Events

Brenda Derrig
 BDerrig@fargond.gov

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Status**Timestamp**

Sent: 1/4/2021 7:57:59 AM
 Viewed: 2/3/2021 8:39:36 AM

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

DOT Legal Admin
 dotlegaladmin@nd.gov

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Legal Admin
 dotlegaladmin@nd.gov

Security Level: Email, Account Authentication
 (None)

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

12/30/2020 8:50:15 AM

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

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

5

Type: Memorandum of Understanding

Location: Cass County Hwy 6 (CR6)
45th St from 64th Ave S to 76th Ave S &
76th Ave S from Cty Hwy 17 to 45th St

Date of Hearing: 3/1/2021

<u>Routing</u>	<u>Date</u>
City Commission	3/8/2021
PWPEC File	X
Project File	Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding the approval of a Memorandum of Understanding between the City and Cass County, which specifies responsibilities and two specific trigger points that will result in sections of CR6 right of way becoming the responsibility of the City.

Cass County has a project in place to upgrade existing Stanley Township roadways to county highways. The roadways being improved are 45th Street South from 64th to 76th Avenue and 76th Avenue South from Cass County Highway 17 to 45th Street. A portion of the newly constructed CR6 is located within the future growth areas of Fargo and will eventually be annexed into the City, at which time the long-term maintenance and right of way management will become the City's responsibility.

Staff is seeking approval of the Memorandum of Understanding between the City and Cass County for maintenance responsibilities of portions of CR6 once annexed into the City.

On a motion by Ben Dow, seconded by Tom Knakmuhs, the Committee voted to recommend approval of the Memorandum of Understanding with Cass County specifying maintenance responsibilities for portions of CR6 to be annexed into the City.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Memorandum of Understanding with Cass County specifying maintenance responsibilities for portions of CR6 to be annexed into the City.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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


Yes	No
N/A	
N/A	
N/A	

COMMITTEE

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

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" 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"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Tom Knakmuhs, P.E.
Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Nathan Boerboom, Division Engineer
Date: February 23, 2021
Re: Memorandum of Understanding with Cass County for Cass County Highway 6

This upcoming summer, Cass County has a project in place to upgrade existing Stanley Township roadways to a county highway. The roadways being improved are 45th Street South, from 64th Avenue to 76th Avenue and 76th Avenue South, from Cass County Highway 17 to 45th Street. Once the upgrades are complete, this roadway will become Cass County Highway 6 (CR6).

A portion of the newly constructed CR6 (45th Street South and 76th Avenue South between 45th Street and 57th Street) is located within the future growth areas of Fargo. Since this roadway is located within our future growth areas, it will eventually be annexed into the City, at which time the long-term maintenance and right of way management will become the City's responsibility.

Knowing that CR6 will eventually be turned over to the City, staff has been having discussions with the County on what responsibilities the City should take over immediately, the trigger points for CR6 to become the responsibility of the City, as well as what responsibilities the County will continue to complete until the right of way is annexed into the City. A quick example of these items include:

- County responsibilities
 - Road maintenance, drainage, repair and/or reconstruction
 - Snow removal
- City responsibilities
 - Control future access points
 - Right of way management including approving public and private utility locations
 - Installation of street lights or traffic signals, as deemed necessary by the City

The attached MOU provides a full description of all the responsibilities, as well as two specific trigger points that will result in sections of CR6 right of way becoming the responsibility of the City. The specific points are:

1. Land east and west of CR6 (45th Street South) from 64th Avenue to 76th Avenue is annexed into the City.
2. Land north and south of CR6 (76th Avenue South) from 45th Street to 57th Street is annexed into the City.

Recommended Motion:

Approve the Memorandum of Understanding regarding Cass County Highway 6 with Cass County.

**MEMORANDUM OF UNDERSTANDING REGARDING 45TH STREET SOUTH
FROM 64TH AVENUE SOUTH TO 76TH AVENUE SOUTH AND 76TH AVENUE SOUTH
FROM 45TH STREET SOUTH TO 57TH STREET SOUTH**

This Memorandum of Understanding (“MOU”) is entered into between the City of Fargo, a North Dakota municipal corporation whose address is 225 Fourth Street North, Fargo, North Dakota 58102 (“City” or “Fargo”), and Cass County, North Dakota, a North Dakota political subdivision, whose address is 211 9th Street South, Fargo, North Dakota 58103 (“Cass County”).

WHEREAS, North Dakota Century Code § 40-05.1-6 and Article 3 of Fargo’s Home Rule Charter authorizes Fargo to enter into contracts; and

WHEREAS, North Dakota Century Code § 11-09.1-05 and Article 2 of Cass County’s Home Rule Charter authorizes the Cass County to enter into contracts; and

WHEREAS, Development on Fargo’s south side, Horace, and the West Fargo School District has resulted in the need for expanded use of existing Stanley Township roads of 76th Avenue South and 45th Street South. Modifications to the roads to accommodate the increased traffic anticipated from such expansion is required and Stanley Township does not have the financial capacity to improve these road segments; and

WHEREAS, Cass County Highway 6 currently continues west of Cass County Highway 17 on 76th Avenue South. Cass County Highway 6 east of Cass County Highway 17 along 52nd Avenue South will be turned over to the Cities of Fargo and West Fargo through a separate MOU; and

WHEREAS, Cass County has coordinated with Stanley Township to take over ownership of 76th Avenue South from the Horace city limits to 45th Street South and of 45th Street South from 76th to 64th Avenue South. Cass County will coordinate with Horace to take over ownership of 76th Avenue South within the Horace city limits. These road segments will be renamed as Cass County Highway 6; and

WHEREAS, City and Cass County wish to enter into this Agreement for the purpose of establishing the parties’ responsibilities with respect to 76th Avenue South from 57th Street South to 45th Street South and of 45th Street South from 76th Avenue South to 64th Avenue South as future annexation of land by the City occurs adjacent to these roadways, and to permit the City to exercise a greater level of responsibility and control along these roadways prior to annexation of the property adjacent to the roadways. In anticipation of the future annexation by the City, 45th Street South will become right of way of the City once annexation progresses as follows: (1) both east and west sides of 45th Street South from 64th Avenue South to 76th Avenue South; (2) both north and south sides of 76th Avenue South from 45th Street South to 57th Street South; and

NOW THEREFORE, in consideration of the mutual terms, covenants, conditions, and agreements contained herein, it is hereby agreed by and between the parties as follows:

1. Maintenance, Striping and Signage. The parties agree that Cass County will initially be responsible for the maintenance, striping and signage of 76th Avenue South. Cass County agrees it will continue to maintain 76th Avenue South to acceptable standards until such time as both the east and west sides of the roadway on 45th Street South are annexed into the City. The City will also take responsibility of 76th Avenue South once both the north and south sides of 76th Avenue South are annexed into the City. However, 76th Avenue South will not become the responsibility of the City unless 45th Street South has been fully annexed into the City.
2. Drainage. The parties agree that Cass County remains responsible for drainage maintenance associated with 76th Avenue South until such time it is annexed by the City.
3. Snow Removal. The parties agree that Cass County shall be responsible for snow removal on both 45th Street South and 76th Avenue South and that City shall have no responsibility for the same. The parties further understand and agree that once the City annexes property on both the east or west sides of 45th Street South down to 76th Avenue South, the City shall be responsible for snow removal on 45th Street South. In addition, the parties understand and agree that as the City annexes property on both the north and south sides of 76th Avenue South between 45th Street South and 57th Street South, the City shall be responsible for snow removal on 76th Avenue South. In no event will Cass County be prevented from entering, accessing or removing snow from this stretch of 45th Street South or 76th Avenue South in the event Cass County is able to address the snow conditions in advance of City. There shall be no remuneration for snow removal completed by either party.
4. Regrading, Paving, and Maintenance. The parties agree that Cass County shall be responsible for contracting and all costs associated with the initial regrading, graveling, and paving of 45th Street South and 76th Avenue South. Cass County agrees to complete annual striping of this road until turned over to the City. Cass County also agrees to complete crack sealing and chip sealing one year after paving. Cass County also agrees to complete a second crack sealing and chip sealing in 2031. However, should annexation take place prior to 2031, the City will incur the costs to complete the crack sealing, chip sealing, or other maintenance on 45th Street South and/or 76th Avenue South.
5. Access Control. The parties agree that the City shall be immediately responsible for reviewing and approving all new access points on 45th Street South north of 76th Avenue South. The City shall be responsible for reviewing and approving all new access points on 76th Avenue South from 45th Street South to 57th Street South once the City has annexed land on the north side of 76th Avenue South. The determination on acceptable access locations shall be made by the City in accordance with its Land Development Code. All costs associated with designing and constructing all new access points are the responsibility of the City. The City shall provide completed designs to Cass County twenty (20) days in advance of bid advertisement for

concurrence of the design specifications. If Cass County fails to make any timely design comments within such period, the City shall provide written notice to Cass County of such failure to respond. If Cass County fails to provide design comments within ten (10) business days following such notice from the City, the design shall be deemed to be approved. Cass County agrees to maintain the road improvements installed by City until the road is annexed by City.

6. Right of Way Management and Utility Permitting. The parties agree that the City shall be responsible for all Right of Way Management responsibilities associated with and adjacent to 45th Street South north of 76th Avenue South and on 76th Avenue South from 45th Street South to 57th Street South with the purpose of reviewing and approving locations of both private and public utilities. Actual permitting of private and public utilities will remain with Cass County until 45th Street South and 76th Avenue South right of way becomes located within the City, at which time it will become the responsibility of the City. Cass County shall not approve any permits without written concurrence from the City. Any fees and costs collected by Cass County associated with utility permitting shall remain with Cass County.

7. Streetlights and Traffic Signals. The City may deem it necessary to install streetlights and/or traffic signals within the 45th Street South or 76th Avenue South right of ways where the City has annexed portions of the land adjacent to said right of ways. The City shall be responsible for all installation and maintenance costs of any streetlights or traffic signals installed by the City. The locations of any streetlights or traffic signals, deemed necessary by the City, shall be at the sole discretion of the City. In areas where the City has not annexed adjacent land, Cass County may deem it necessary to install streetlights at one or multiple locations along 45th Street South or 76th Avenue South. In these locations, Cass County may install streetlights at their discretion and cost, including maintenance costs.

8. Speed Limits. The parties agree that Cass County shall be responsible for establishing speed limits on 45th Street South and 76th Avenue South until such time that these roadways become the responsibility of the City pursuant to this Agreement. 57th Street South

9. Dispute Resolution.

a. Fargo and Cass County will each designate a representative who will be the party's representative with respect to any matters relating to the repair and/or maintenance of the elements identified in this MOU which may be in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the scheduling of maintenance and repairs.

b. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute.

10. Easements. Each party will grant to the other party any and all necessary easements to enable the other party to perform their obligations under the terms of this Agreement.

11. Term. The term of this Agreement will be twenty (20) years, with an expiration date of December 31, 2040. This Agreement will automatically renew for successive periods of twenty (20) years unless the City has taken over the responsibility of these roadways pursuant to this Agreement. 57th Street South

12. Release and Waiver. In consideration of the mutual promises of the parties and to the fullest extent permitted by law, each party assumes all risk of personal injury or death and property damage or loss from whatever causes arising while that party, its agents, employees or designees are conducting work pursuant to this MOU and each party releases the other party, its officers, employees, agents or designees relating to or arising out of that parties', agents, employees or designees work pursuant to this MOU, whether known or unknown, foreseen or unforeseen, liquidated, unliquidated, fixed, contingent, material or immaterial, disputed or undisputed, suspected or unsuspected, asserted or unasserted, direct or indirect, at law or in equity, from the beginning of time, and each party understands and acknowledges the significance of such release and waiver and hereby assumes full responsibility for any injuries, damages or losses that it may incur as a result of its execution of this MOU.

13. Notice. Any notice or election required or permitted to be given or served by any party to this MOU upon any other will be deemed given or served in accordance with the provisions of this MOU if said notice or election is (a) delivered personally, or (b) mailed by United States certified mail, return receipt requested, postage prepaid, and in any case properly addressed as follows:

If to Fargo:

City of Fargo
ATTN: City Auditor
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102

If to Cass County:

ATTN: County Administrator
211 9th Street South
Fargo, ND 58103

Each such mailed notice or communication will be deemed to have been given on the date the same is deposited in the United States mail. Each such delivered notice or communication will be deemed to have been given upon the delivery. Any party may change its address for service of notice in the manner specified in this MOU.

14. Time is of the Essence. Time is of the essence of each provision of this entire MOU and of all the conditions thereof.

15. Entire Agreement. This MOU constitutes the entire and complete agreement between the parties and supersedes any prior oral or written agreements between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this MOU and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

16. Amendments. No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.

17. No Forbearance. The failure or delay of any party to insist on the performance of any of the terms of this MOU, or the waiver of any breach of any of the terms of this MOU, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this MOU, or the right to enforce each and every term of this MOU.

18. Remedies. Except as expressly and specifically stated otherwise, nothing herein will limit the remedies and rights of the parties under and pursuant to this MOU.

19. Binding Effect. All covenants, agreements, warranties and provisions of this MOU will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.

20. Governing Law. This MOU has been made and entered into under the laws of the State of North Dakota and said laws will control its interpretation. Any litigation arising out of this MOU will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

21. Rules of Construction. The parties acknowledge that they have had the opportunity to review this MOU, and that they have an equal bargaining position in this transaction. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this MOU.

22. Representation. The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this MOU, and agree they have not been influenced by any representations or statements made by any other parties.

23. Headings. Headings in this MOU are for convenience only and will not be used to interpret or construe its provisions.

(Signatures appear on the following pages)

Dated this _____ day of March 2021.

CITY OF FARGO, NORTH DAKOTA, a
municipal corporation

By: _____

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

ATTEST:

Steve Sprague, City Auditor

Dated this ____ day of March 2021.

CASS COUNTY, NORTH DAKOTA

Chad M. Peterson, Board Chairman

ATTEST:

Mike Montplaisir, Finance Director



March 3, 2021

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

Re: Joshua Brekke – Purchase Agreement Project #MS-15-K0

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find a Purchase Agreement signed by **Joshua Brekke**. 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 the property located at 3680 River Drive South from **Joshua Brekke** in association with Project #MS-15-K0 and that the Mayor and City Auditor be instructed to execute the Purchase Agreement on behalf of the City of Fargo.

Please return a copy of the signed original.

Respectfully submitted,

Shawn G. Bullinger
Land Acquisition Specialist

C: Nathan Boerboom
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **JOSHUA BREKKE**, the identified owner of the property located at 3680 River Drive South in Fargo, North Dakota hereinafter "Seller", whether one or more, and the **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "City" or "Buyer",

WITNESSETH:

WHEREAS, Seller is the owner of real estate situated in the County of Cass and State of North Dakota described as follows:

Lot Two (2), Block Six (6) of Burritt-Kennedy Addition to the City of Fargo,
situate in the County of Cass and the State of North Dakota.

Property Address: 3680 River Drive South, Fargo, ND

WHEREAS, the City of Fargo is engaged in a Flood Mitigation Project and has identified Owner's property for acquisition due to its proximity to the Red River of the North and flood protection logistics; and

WHEREAS, Seller and Buyer have reached an agreement to purchase the property in accordance with the terms herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements of the parties, it is hereby agreed as follows:

1. Subject Matter. The subject matter of this agreement is the real estate described, other buildings located thereon, and all items affixed to the property.

2. Purchase Price. The purchase price for the Property is Seven Hundred Thirty Thousand Dollars (\$730,000.00).

3. Payment of Purchase Price. The mortgage, if any, as well as any liens or encumbrances, will be paid and Seller shall receive the balance of the purchase price, less any escrow amounts, in cash on the date of closing.

4. Abstract. Seller shall furnish Buyer an abstract of title to the subject property and Buyer shall pay for the cost of continuation of said abstract to a recent date. Said abstract must show good and marketable title in Seller free and clear of all liens and encumbrances (other than those that will be handled at closing). City shall pay all costs associated with closing, including deed preparation and recordation.

5. Taxes and Utilities. Taxes and installments of special assessments for the year of closing shall be prorated between the parties to the date of closing based upon current total true value

as calculated by the County of Cass, ND, as of the date of closing. Prior year taxes and assessments must be paid by Seller in advance of closing.

6. Deeds. Seller shall sign warranty deeds prepared by Buyer. Buyer will take title as follows: City of Fargo, North Dakota, a municipal corporation.

7. Closing Date and Transfer of Possession. Closing shall take place at a time and date to be agreed by the parties, but not later than April 16, 2021. The City shall take possession of the real estate no later than the day of closing, unless other arrangements have been made. If City does not take possession on the date of closing 2% of the purchase price shall be retained until such time Seller vacates the premises.

8. Relocation Assistance. Seller may qualify as a "displaced person," as the term is defined under the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970, as amended (42 U.S.C. 4601, et seq.) and under Chapter 54-01.1 of the North Dakota Century Code. Nevertheless, Seller agrees the Purchase Price includes relocation assistance and that all arguably applicable policies have been satisfied with respect to the acquisition of the property by Buyer.

9. Fixtures, Structures and Personal Property. Seller and Buyer agree that the real and fixtures attached to the real estate at the time of closing shall become the Buyer's property without the need for a bill of sale or other conveyance. The parties further agree that all carpeting, light fixtures, window coverings, dishwasher, and other appliances affixed to the property are included in this transaction, unless excepted herein:

Items Identified for Removal by Seller: All personal property that is not a fixture.

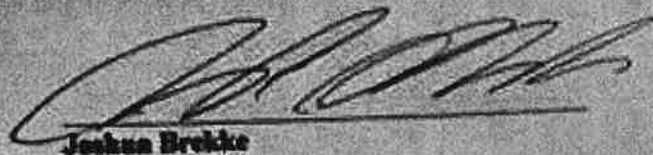
10. Warranty. Seller provides no express warranties on the subject property. Buyer understands and agrees that the property is a used home and is being purchased "AS IS". Buyer shall make any inspection it deems necessary concerning the condition of said used home.

11. Inspection and Photographs. Seller agrees to allow City to enter the Premises for purposes of visual inspection and taking of photographs at a mutually agreed upon time and place at or prior to Closing. Buyer shall provide advance notice and agrees not to perform any testing without the Seller's consent.

(Signatures on following page)

DATED this 2nd day of March, 2021.

SELLER:


Joshua Brekke

DATED this ____ day of _____, 2021.

BUYER:

City of Fargo, a North Dakota
municipal corporation

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

ATTEST:

Steve Sprague, City Auditor

DATED this ____ day of _____, 2021.

SELLER:

Joshua Brekke

DATED this ____ day of _____, 2021.

BUYER:

City of Fargo, a North Dakota
municipal corporation

ATTEST:

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

Steve Sprague, City Auditor



March 3, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. PR-21-A1

Dear Commissioners:

Bids were opened at 11:45 AM on Wednesday, March 3, 2021, for Street Rehabilitation & Incidentals, Project No. PR-21-A1, located at various locations citywide.

The bids were as follows:

Northwest Asphalt & Maintenance	\$62,840.00
Asphalt Surface Tech Corp	\$65,080.00
Roadway Services Inc.	\$67,050.00
Engineer's Estimate	\$78,750.00

The special assessment escrow is not required.

This office recommends award of the contract to Northwest Asphalt & Maintenance in the amount of \$62,840.00 as the lowest and best bid.

Sincerely,



Thomas Knakmuhs, P.E.
Assistant City Engineer

TAK/klo

ENGINEER'S STATEMENT OF ESTIMATED COST**PROJECT # PR-21-A1****Street Rehabilitation & Incidentals**

Citywide

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 Tom Knakmuhs do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

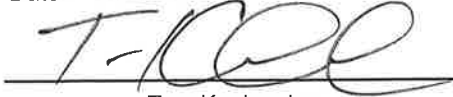
That the following is detailed statement of the estimated cost of the job described as:

Street Rehabilitation & Incidentals Project # PR-21-A1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Paving				
1 Mobilization	LS	1.00	1,000.00	1,000.00
2 Repair Crack - Fill	LB	33,000.00	1.48	48,840.00
3 Repair Crack - Level	LF	4,000.00	3.00	12,000.00
4 Traffic Control - Minor	LS	1.00	1,000.00	1,000.00
Paving Total				62,840.00
Total Construction in \$				62,840.00
Engineering				10.00 % 6,284.00
Legal & Misc				3.00 % 1,885.20
Contingencies				5.00 % 3,142.00
Administration				4.00 % 2,513.60
Interest				4.00 % 2,513.60
Total Estimated Costs				79,178.40
Sales Tax Funds - Infrastructure - 420				79,178.40
Unfunded Costs				0.00

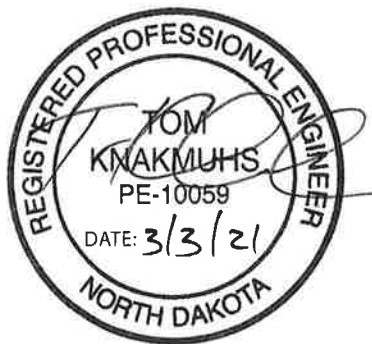
IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 03/03/2021



Tom Knakmuhs

Assistant City Engineer





March 3, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Project No. PR-21-B1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 3, 2021, for Seal Coat & Incidentals, Project No. PR-21-B1, located Citywide

The bids were as follows:

Asphalt Preservation Company, Inc.	\$782,862.97
Pearson Bros., Inc.	\$782,946.85
Asphalt Surface Technologies Corp.	\$835,671.06
Engineer's Estimate	\$853,205.00

The special assessment escrow is not required.

This office recommends award of the contract to Asphalt Preservation Company, Inc. in the amount of \$782,862.97 as the lowest and best bid.

Sincerely,

Tom Knakmuhs
Assistant City Engineer

TAK/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # PR-21-B1

Seal Coat & Incidentals

Citywide

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 Tom Knakmuhs do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Seal Coat & Incidentals Project # PR-21-B1 of the City of Fargo, North Dakota.

Line Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Section 1				
1 Mobilization	LS	1.00	2,250.00	2,250.00
2 F&I Seal Aggregate A	SY	28,969.00	0.75	21,726.75
3 F&I Seal Oil	GAL	7,532.00	2.07	15,591.24
4 Traffic Control - Minor	LS	1.00	400.00	400.00
Section 1 Total				39,967.99
Section 2				
5 Mobilization	LS	1.00	6,000.00	6,000.00
6 F&I Seal Aggregate A	SY	63,166.00	0.75	47,374.50
7 F&I Seal Aggregate B	SY	20,274.00	0.75	15,205.50
8 F&I Seal Oil	GAL	23,000.00	2.07	47,610.00
9 Paint Epoxy Line 4" Wide	LF	200.00	2.25	450.00
10 Paint Epoxy Line 24" Wide	LF	420.00	22.00	9,240.00
11 Traffic Control - Minor	LS	1.00	1,200.00	1,200.00
Section 2 Total				127,080.00
Section 3				
12 Mobilization	LS	1.00	6,000.00	6,000.00
13 F&I Seal Aggregate A	SY	23,860.00	0.75	17,895.00
14 F&I Seal Oil	GAL	6,204.00	2.07	12,842.28
15 Paint Epoxy Line 24" Wide	LF	42.00	22.00	924.00
16 Traffic Control - Minor	LS	1.00	450.00	450.00
Section 3 Total				38,111.28
Section 4				
17 Mobilization	LS	1.00	30,550.00	30,550.00
18 F&I Pavement Mix Wear Course Asph	TON	10.00	350.00	3,500.00
19 F&I Seal Aggregate B	SY	39,868.00	0.75	29,901.00
20 F&I Seal Oil	GAL	14,353.00	2.07	29,710.71
21 Paint Epoxy Line 4" Wide	LF	22,524.00	2.25	50,679.00
22 Paint Epoxy Line 8" Wide	LF	361.00	4.50	1,624.50
23 Paint Epoxy Line 16" Wide	LF	55.00	18.00	990.00
24 Paint Epoxy Line 24" Wide	LF	156.00	22.00	3,432.00

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # PR-21-B1

Seal Coat & Incidentals

25 Paint Epoxy Message	SF	762.00	19.00	14,478.00
26 Traffic Control - Minor	LS	1.00	800.00	800.00
Section 4 Total				165,665.21
Section 5				
27 Mobilization	LS	1.00	6,276.00	6,276.00
28 F&I Seal Aggregate A	SY	61,913.00	0.75	46,434.75
29 F&I Seal Oil	GAL	16,098.00	2.07	33,322.86
30 Paint Epoxy Line 24" Wide	LF	546.00	22.00	12,012.00
31 Traffic Control - Minor	LS	1.00	1,200.00	1,200.00
Section 5 Total				99,245.61
Section 6				
32 Mobilization	LS	1.00	5,674.00	5,674.00
33 F&I Pavement Mix Wear Course Asph	TON	10.00	350.00	3,500.00
34 F&I Seal Aggregate A	SY	27,668.00	0.75	20,751.00
35 F&I Seal Oil	GAL	7,194.00	2.07	14,891.58
36 Paint Epoxy Line 4" Wide	LF	744.00	2.25	1,674.00
37 Paint Epoxy Line 8" Wide	LF	52.00	4.50	234.00
38 Paint Epoxy Message	SF	859.00	19.00	16,321.00
39 Traffic Control - Minor	LS	1.00	450.00	450.00
Section 6 Total				63,495.58
Section 7				
40 Mobilization	LS	1.00	2,630.00	2,630.00
41 F&I Seal Aggregate A	SY	37,045.00	0.75	27,783.75
42 F&I Seal Aggregate B	SY	6,403.00	0.75	4,802.25
43 F&I Seal Oil	GAL	11,937.00	2.07	24,709.59
44 Paint Epoxy Line 4" Wide	LF	204.00	2.25	459.00
45 Paint Epoxy Line 8" Wide	LF	97.00	4.50	436.50
46 Traffic Control - Minor	LS	1.00	875.00	875.00
Section 7 Total				61,696.09
Section 8				
47 Mobilization	LS	1.00	2,250.00	2,250.00
48 F&I Seal Aggregate A	SY	32,601.00	0.75	24,450.75
49 F&I Seal Oil	GAL	8,477.00	2.07	17,547.39
50 Traffic Control - Minor	LS	1.00	200.00	200.00
Section 8 Total				44,448.14
Section 9				
51 Mobilization	LS	1.00	10,281.00	10,281.00
52 F&I Pavement Mix Wear Course Asph	TON	20.00	350.00	7,000.00
53 F&I Seal Aggregate A	SY	47,570.00	0.75	35,677.50
54 F&I Seal Aggregate B	SY	29,478.00	0.75	22,108.50
55 F&I Seal Oil	GAL	22,976.00	2.07	47,560.32

ENGINEER'S STATEMENT OF ESTIMATED COST

PROJECT # PR-21-B1

Seal Coat & Incidentals

56 Paint Epoxy Line 4" Wide	LF	4,669.00	2.25	10,505.25
57 Paint Epoxy Line 8" Wide	LF	703.00	4.50	3,163.50
58 Paint Epoxy Line 24" Wide	LF	60.00	18.00	1,080.00
59 Paint Epoxy Message	SF	246.00	22.00	5,412.00
60 Traffic Control - Minor	LS	1.00	365.00	365.00

Section 9 Total 143,153.07

Total Construction in \$ 782,862.97

Engineering	10.00 %	78,286.30
Legal & Misc	3.00 %	23,485.89
Contingencies	5.00 %	39,143.15
Administration	4.00 %	31,314.52
Interest	4.00 %	31,314.52


Total Estimated Costs 986,407.34

Sales Tax Funds - Infrastructure - 420 986,407.34

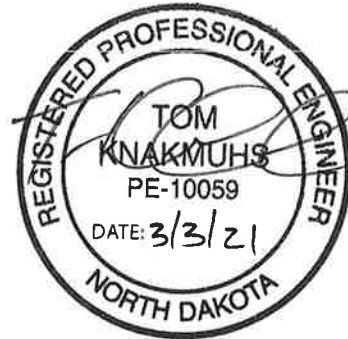
Unfunded Costs 0.00

IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 03/03/2021


Tom Knakmuhs

Assistant City Engineer



COVER SHEET
CITY OF FARGO PROJECTS



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

Exact, full name of Project as it will appear in the Contract:

Riverwood Flood Risk Management Project

Project No. FM-19-A

Call For Bids March 8, 2021

Advertise Dates March 17, 24 & 31, 2021

Bid Opening Date April 14, 2021

Substantial Completion Date September 15, 2021

Final Completion Date March 15, 2022

N/A PWPEC Report (**Part of 2021 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

X **WIFIA (460 Fund)** Language Included

Project Engineer Rob Hasey

Phone No. (701) 476-4041

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

ENGINEER'S REPORT
RIVERWOOD FLOOD RISK MANAGEMENT PROJECT
PROJECT NO. FM-19-A

Nature & Scope

This project is for the removal of three residential structures, construction of a new storm sewer lift station and earthen levee in the Riverwood Addition located north of 40th Avenue North along the Red River.

Purpose

This project has been identified as being necessary to allow the proposed 1% annual chance flood level (37-foot river gage height) to pass through Fargo, without any emergency measures, once the Fargo-Moorhead Diversion Project (Diversion) is completed. Prior to the Diversion being completed, this project will also reduce the need for emergency levees during spring flood events.

Feasibility

The estimated cost of construction is \$3,196,053.00. The costs for the project are estimated as follows:

<u>Estimated Construction Cost:</u>	\$ 3,196,053.00
Plus 4.00% Engineering Fee:	\$ 127,842.12
Plus 10.51% Outside Engineering Fee:	\$ 336,000.00
Plus Estimated Land Acquisition Costs:	\$ 4,500,000.00
Plus 1.56% Electric Service to Lift Station:	\$ 50,000.00
Plus 10% Contingency:	\$ 319,605.30
Total Estimated Cost:	\$ 8,529,500.42

<u>Project Funding Summary</u>		
Infrastructure Sales Tax Fund 460:	100.00%	\$ 8,529,500.42
Total Estimated Project Cost:		\$ 8,529,500.42

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

86

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

Exact, full name of Project as it will appear in the Contract:

Street Lighting

Project No. SL-21-A

Call For Bids March 8, 2021

Advertise Dates March 17, 24 & 31, 2021

Bid Opening Date April 14, 2021

Substantial Completion Date October 25, 2021

Final Completion Date November 25, 2021

N/A PWPEC Report (Attach Copy) **Part of 2021 CIP Revision**

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 Jim Mohr

Phone No. (701) 241-1545

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

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

STREET LIGHTING

PROJECT NO. SL-21-A

Nature and Scope

This project calls for the repair of miscellaneous street lighting items at various locations within the City of Fargo.

Purpose

The project's goal is to repair the street lighting system so that it is fully functional to the residents and traveling public.

Feasibility

The estimated cost of construction is approximately \$244,145.00. The cost breakdown is as follows:


<u>Estimated Construction Cost:</u>	\$ 244,145.00
Plus Engineering Fees 10%:	\$ 24,414.50
Plus Legal & Misc. Fees 3%:	\$ 7,324.35
Plus Contingency 5%:	\$ 12,207.25
Plus Admin Fees 4%:	\$ 9,765.80
Plus Interest Fees 4%:	\$ 9,765.80
Total Estimated Cost:	\$ 307,622.70

Project Funding Summary:

Street Lighting Traffic Control Device Utility Funds	\$ 307,622.70
--	----------------------

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS



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

Exact, full name of Project as it will appear in the Contract:

Pavement Markings

Project No. TM-21-A

Call For Bids March 8, 2021

Advertise Dates March 17, 24 & 31, 2021

Bid Opening Date April 14, 2021

Substantial Completion Date August 15, 2021

Final Completion Date September 15, 2021

N/A PWPEC Report (**Part of 2021 CIP**)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

Phone No. (701) 241-1545

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

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
PAVEMENT MARKINGS
PROJECT NO. TM-21-A

Nature & Scope

This project calls for new pavement markings at various locations Citywide. The goal of the project is to replace existing pavement markings that are faded or are non-existent.

Purpose

The purpose of the project is to replace existing pavement markings to provide safer road conditions.

Feasibility


The estimated cost of construction is \$616,385.00 and can be summarized as follows:

<u>Estimated Construction Cost:</u>	\$ 616,385.00
Plus 10% Engineering Fees:	\$ 61,638.50
Plus 3% Legal and Miscellaneous Cost:	\$ 18,491.55
Plus 4% Interest Cost:	\$ 24,655.40
Plus 4% Administration Fees:	\$ 24,655.40
Plus 5% Contingency Fees:	<u>\$ 30,819.25</u>
Total Estimated Project Cost:	\$ 776,645.10

This project will be funded with Infrastructure Sales Tax Funds.

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

COVER SHEET
CITY OF FARGO PROJECTS

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

Exact, full name of the Project as it will appear in the Contract:

Traffic Signal, Rehab/Reconstruction

Project No. TR-21-A

Call For Bids March 8, 2021

Advertise Dates March 17, 24 & 31, 2021

Bid Opening Date April 14, 2021

Substantial Completion Date September 15, 2021

Final Completion Date October 15, 2021

N/A PWPEC Report (Attach Copy) **Part of 2021 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Jim Mohr

Phone No. (701) 298-6925

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
TRAFFIC SIGNAL, REHAB/RECONSTRUCTION
PROJECT NO. TR-21-A

Nature & Scope

This project calls for the replacement of 90 pedestrian signal LED countdown heads, the replacement of 178 traffic signal vehicle LED heads, the replacement of 328 street light fixtures and the installation of flashing yellow arrows at the intersections of 45th Street & 11th Avenue South and University Drive & Oak Manor Avenue South.

Purpose

This project is part of the annual maintenance program of the Citywide traffic signal and street lighting system.

Feasibility

The estimated construction cost of the project is \$412,544.00. The project will be funded by Street Light and Traffic Control Devices Utility Funds as follows:

<u>Estimated Construction Cost:</u>	\$ 412,544.00
Plus 10% Engineering Fees:	\$ 41,254.40
Plus 3% Miscellaneous/Legal Fees:	\$ 12,376.32
Plus 4% Interest Fees:	\$ 16,501.76
Plus 4% Administration Fees:	\$ 16,501.76
Plus 5% Contingency Fees:	<u>\$ 20,627.20</u>
Total Project Cost:	\$ 519,805.44

Project Funding Summary:

Street Light & Traffic Control Devices Utility Fund:	\$ 519,805.44
--	---------------

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

REPORT OF ACTION

9

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-16-A1

Type: Change Order #2

Location: 45th Street & 64th Avenue North

Date of Hearing: 3/1/2021

RoutingDate

City Commission

3/8/2021

PWPEC File

X

Project File

Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, related to Change Order #2 in the amount of \$907.50 for electrical revisions.

Staff is recommending approval of Change Order #2 in the amount of \$907.50, bringing the total contract amount to \$9,269,527.80.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #2 to Key Contracting.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #2 in the amount of \$907.50, bringing the total contract amount to \$9,269,527.80 to Key Contracting.

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

Yes No

Developer meets City policy for payment of delinquent specials

N/A

Agreement for payment of specials required of developer

N/A

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

N/ACOMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☒☒☐

Nicole Crutchfield, Director of Planning

☒☒☐

Mark Williams

Steve Dirksen, Fire Chief

☒☒☐

Bruce Grubb, City Administrator

☐☒☐

Ben Dow, Director of Operations

☒☒☐

Steve Sprague, City Auditor

☒☒☐

Brenda Derrig, City Engineer

☒☒☐

Tom Knakmuhs

Kent Costin, Finance Director

☒☒☐

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.

Assistant City Engineer

Memorandum

To: Members of PWPEC

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

Date: February 24, 2021

Re: Project No. FM-16-A1 – North Side Flood Risk Management Levee
Change Order No. 2

Background:

The project was advertised in August 2020 and the project was awarded to Key Contracting in September 2020. Fargo has encountered a problem on another similar lift station where settlement has caused a break in the power conduit at the lift station wall. Fargo sought out input from the industry and an electrical engineer has to correct the detail and prevent this breakage on future lift stations. The Contractor is only charging for the added electrical box and is covering the labor and wiring materials to make this improvement. Details of the solution are attached and the cost is \$907.50. The project consultant, Moore Engineering, and their sub consultant, Kevin Kroke, have recommended approval of the proposal.

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

Recommended Motion:

Approve Change Order #2 in the amount of \$907.50 to Key Contracting.

RJH/klb
Attachment

C: Jody Bertrand, Division Engineer
Nathan Boerboom, Division Engineer



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

Project No	FM-16-A1	Change Order No	2
Project Name	North Side Flood Risk Management Levee		
Date Entered	2/24/2021	For	Key Contracting Inc

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

EXPLANATION OF CHANGE: Electrical service revisions

Fargo has experienced breakage on rigid conduit feeds to storm lift stations due to settlement. A cost effective solution to this problem has been developed and priced out by JDP. This change order covers the added box only and all labor and wiring is covered by the subcontractor as a solution to allowing the power feed to move should settlement around the lift station occur.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Storm Sewer - Electrical	83	Modify Lift Station	EA	0.00	0.00	0.00	0.00	1.00	907.50	907.50
Storm Sewer - Electrical Sub Total (\$)										907.50

Summary

Source Of Funding

Sales Tax Funds - Flood Control - 480

Net Amount Change Order # 2 (\$)

907.50

Previous Change Orders (\$)

57,084.00

Original Contract Amount (\$)

9,211,536.30

Total Contract Amount (\$)

9,269,527.80

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

CONTRACT TIME

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

Description

APPROVED

APPROVED DATE



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

For Contractor


President

Title

Department Head

 3/2/21

Mayor

Attest

Roger Kluck

From: Brett Bailly <brett.bailly@mooreengineeringinc.com>
Sent: Tuesday, February 23, 2021 12:06 PM
To: Roger Kluck
Cc: Chad Engels
Subject: FW: 19189A FM-16-A1 Fargo North Levee - FW: Electrical Service Revision
Attachments: Change Order Request 2 - FM-16-A1 - Electrical Service Revision.pdf

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

Roger,

Attached is a PDF file consisting of three sheets with Key Contracting's change order request. This is for the electrical box to be used with electrical conduit expansion fittings at the lift station. Moore has coordinated with the electrical engineer and we find this to be acceptable.

Let us know if you need any additional information.

Respectfully,

Brett Bailly, PE (MN & ND)

Senior Professional Engineer
moore engineering, inc.

Phone 701.282.4692 | Fax 701.282.4530
Direct 701.499.5841 | Cell 701.429.0652
444 Sheyenne St, Suite 301, West Fargo, ND 58078
brett.bailly@mooreengineeringinc.com | www.mooreengineeringinc.com

Founded 1960 • Proudly 100% employee-owned

From: Thomas P. Martin <tmartin@keycontracting.com>
Sent: Tuesday, February 23, 2021 10:50 AM
To: Brett Bailly <brett.bailly@mooreengineeringinc.com>
Cc: Steve Carr <sjcarr@keycontracting.com>; Dave Thingvold <davethingvold@jdpelectric.net>
Subject: Electrical Service Revision

Hi Brett – Attached is change order request 2 for the electrical service revision. Thanks. Tom

Thomas P. Martin
Key Contracting, Inc.
245 7th Ave NE
West Fargo, ND 58078
Office (701) 238-8192
Cell (701) 371-2283

Key Contracting, Inc.

245 7th Avenue NE

West Fargo, North Dakota 58078

Phone: (701) 238-8192

Fax: (701) 356-0166

Internet: keycontracting.com



CHANGE ORDER REQUEST

Request: 2

Date: 2/23/2021

Project: FM-16-A1 - North Side Flood Risk

Project Location: Fargo, ND

Request for: Electrical Service Revision

Narrative: We request a change order to modify the electrical service to the lift station. The modification has been discussed by the design team. The modification would add a lockable cabinet to the west side of the lift station. The cost of this modification is \$825 plus a 10% markup for a total of \$907.50. This change does not impact the project schedule.

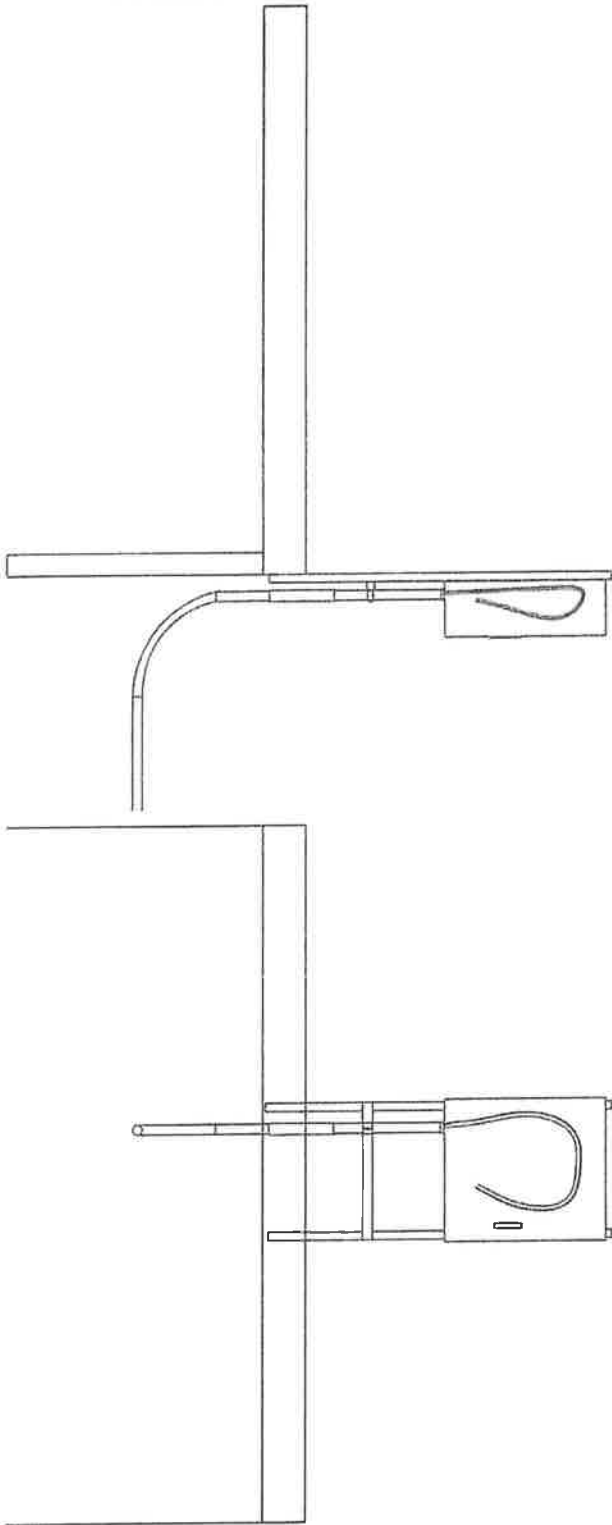
The contract is hereby amended as follows:



Original Contract Price	\$ 9,211,536.30
Previous Contract Adjustments	\$ 19,500
Current Change Order Adjustment	\$ 907.50
Amended Contract Total	\$ 9,231,943.80

Accepted on the date noted above by:

A handwritten signature in black ink, appearing to read "M. J. [unclear]", is written over a horizontal line.

Key Contracting, Inc.



	TITLE: Lift Station Detail				
	PROJECT:				PROJECT NO:
	DATE: 2/17/2021	LOCATION:			DRAWN BY: CFL
	SCALE: NTS	DRAWING: Expansion Fitting Detail			APPR. BY:
	CAD FILE:				SHEET: 1



BORDER STATES
Supply Chain Solutions™

Border States Electric Supply

Border States Electric - FGO
605 25th St S
Fargo ND 58103
Phone: 701-293-5833

JDP Electric Inc
803 28th St SW
Fargo ND 58103-2364

Quote

Page: 1 of 1

BSE Quote: 25988353
Sold-To Acct #: 20916
Valid From: 02/18/2021 **To:** 02/25/2021
PO No: Dave Thingvold

Created By: David Hoff
Tel No: 701-297-3865
Fax No: 701-232-7673

Inco Terms:
FOB ORIGIN

Payment Terms:
1.0 % 10th prox net 25th (25)

Taxes, if applicable, are not included.

Cust Item	BSE Item	Material MFG - Description	Quantity	Price	Per	UoM	Value
	000010	823308 AMEM - CT46-4L 400A-600A 3PH XCEL	1 EA	716.63	/ 1	EA	716.63
Total Value							716.63

To access BSE's Terms and Conditions of Sale, please go to
<https://www.borderstateselectric.com>

Shipping and handling fees in this quote are an estimate only and will
be finalized at the time of Invoice.

All clerical errors contained herein are subject to correction. In the event of any cost or price increases from manufacturers or other suppliers, caused by, but not limited to, currency fluctuations, raw material or labor prices, fuel or transportation cost increases, and any import tariffs, taxes, fees, or surcharges, BSE reserves the exclusive right to change its pricing at the time of shipping and will provide notice of any such change to its customers prior to costs being incurred.



10

Facilities Management
City Hall
225 4th Street North
Fargo, ND 58102
Phone: 701.298.6966

March 8, 2021

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

RE: QF21057 Carlson Library and Main Library – lighting upgrades

Commissioners,

This project was originally planned for Q2 of 2020 with an RFP (RFP20064) submitted in March 2020, but was postponed until this year. At that time we received proposals from four contractors. Those contractors were contacted again this year requesting updated proposals if there was interest in this project. The proposals submitted in 20201 are listed below.

Contractor	Carlson Library	Main Library	Grant	Total
Hope Electric	\$ 10,975	\$ 46,608	\$ 28,791.50	\$ 28,791.50
Community Electrification	\$ 13,700	\$ 55,050	\$ -	\$ 68,750.00
Parsons Electric	\$ 17,850	\$ 34,350	\$ -	\$ 52,200.00
Robert Gibb & Sons	\$ 40,000	\$ 40,647	\$ -	\$ 80,647.00

The contractor chosen was Hope Electric. Their proposal for Carlson was \$10,975 and Main was \$46,608. Hope Electric also assisted the City with receiving a state of North Dakota grant covering 50% of the costs.

Recommended Action: Award Hope Electric for the library lighting upgrades.

Respectfully,

Brock Morrison
Facilities Director



FINANCE OFFICE

225 4th Street North

Fargo, ND 58102


Phone: (701) 241-1333

Fax: (701) 476-4188

E-Mail: Finance@FargoND.gov

www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE 

RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL

DATE: February 25, 2021

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

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

Suggested Motion:

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling \$1,087,207.37.



FINANCE OFFICE

PO Box 2083

225 4th Street North

Fargo, ND 58102

Phone: 701.241.1333 | Fax: 701.476.4188

www.FargoND.gov

February 25, 2021

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

Dear Garland,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #113 pursuant to the terms and conditions of House Bill 1020 for costs incurred from January 1, 2021 to January 31, 2021 on the Fargo-Moorhead Metropolitan Area Flood Risk Management Project. These costs are summarized in the attached cost summaries and are supported by detailed disbursement records included within this submission.

The total amount of the claim for reimbursement is \$1,087,207.37.

State Funds Available	Amount Spent Previous Request	Amount Spent This Period	State Cost Share	Reimbursement Request This Period	Balance of State Funds
\$ 244,000,000.00	\$ 240,513,196.64	\$ -	100%	\$ -	
		266,027.00	50%	133,013.50	
		<u>\$ 266,027.00</u>		<u>\$ 133,013.50</u>	\$ 3,353,789.88
\$ 110,500,000.00	\$ 47,808,023.16	\$ 1,908,387.74	50%	\$ 954,193.87	\$ 61,737,782.97
<u>\$ 354,500,000.00</u>	<u>\$ 288,321,219.80</u>	<u>\$ 2,174,414.74</u>		<u>\$ 1,087,207.37</u>	<u>\$ 65,091,572.83</u>

Project Narrative, this request:

Project Number	Project Description
V01701	Return of Clerk of Court deposits related to land purchases for homeowners living in various areas of the diversion project.
V03803	Pay Application #1 for WP50C - Property Structure Mitigation
V06002	Pay Application #1 for WP43G - OHB Wetland Mitigation
V06601	Pay Application #2 for WP43D.5 - OHB Ring Levee

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

Expense Type	Amount
Construction Management	\$908,684.96
Engineering Services	636,137.88
Legal Services	256,709.00
Financial Advisor	146,587.90
Consulting Services	49,500.00
Quality Testing	10,768.00
Total Eligible Expense	1,908,387.74

We certify that \$100,752,730 has been expended on the acquisition of homes and that these costs are eligible for the local matching share requirements of SB 2020. Records relating to these costs are on file with the City of Fargo in the Office of the City Auditor.

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

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

Sincerely,



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

Required Local Approvals:

City of Fargo

Cass County Commission

Cass County Joint Water Resource Dist.

**FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
January 2021**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-0000-206-10-00	44210	308910	INDUSTRIAL BUILDERS INC	(8,189.00)	OH8 WETLAND MITIGATION	V06002	WP43G-OH8 WETLAND MITIGTN
790-0000-206-10-00	44203	308840	SCHMIDT AND SONS CONSTRUCTION INC	(3,920.00)	PROPERTY STRUCTURE MITIGA	V03803	WP50C-STRUCTURE REMOVALS
			Total Retainage	(12,109.00)			
790-7930-429.71-30	44235	J814200019	CITY OF FARGO-AUDITORS OFFICE	(19,000.00)	5214 CLERK OF COURT REFND	V01701	ND LAND PURCH-OUT OF TOWN
790-7930-429.71-30	44235	J814200019	CITY OF FARGO-AUDITORS OFFICE	(6,830.00)	0566 CLERK OF COURT REFND	V01701	ND LAND PURCH-OUT OF TOWN
			Total LERRDS - North Dakota - Land Purchases	(25,830.00)			
790-7930-429.73-20	44203	308840	SCHMIDT AND SONS CONSTRUCTION INC	39,200.00	PROPERTY STRUCTURE MITIGA	V03803	WP50C-STRUCTURE REMOVALS
			Total LERRDS - North Dakota - Site Improvements	39,200.00			
790-7952-429.73-52	44210	308910	INDUSTRIAL BUILDERS INC	81,890.00	OH8 WETLAND MITIGATION	V06002	WP43G-OH8 WETLAND MITIGTN
790-7952-429.73-52	44217	309076	KPH, INC	182,876.00	OXBOW/HICKSON/BAKKE LEVEE	V06601	OH8 RING LEVEE WP-43DS
			Total ND Construction - Flood Control	264,766.00			
790-7915-429.33-05	44203	308827	OXBOW, CITY OF	5,054.35	MOORE ENGINEERING, INC.	V02416	OXBOW MOU-MISC INFRA ENG
790-7915-429.33-05	44203	308827	OXBOW, CITY OF	3,005.45	MOORE ENGINEERING, INC	V02416	OXBOW MOU-MISC INFRA ENG
790-7915-429.33-05	44203	308727	AECOM TECHNICAL SERVICES, INC	6,675.50	CULTURAL RESOURCES INVEST	V01004	SEAI CULTURAL RES INVEST
790-7915-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	10,757.00	DRAFT OPERATIONS PLAN	V01615	DRAFT OPERATIONS PLAN
790-7915-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	13,989.75	PERMIT SUBMITTAL PREP	V01616	PERMIT SUBMITTAL PREP
790-7915-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	62,009.81	I29 GRADE RAISE DESIGN	V01620	SEAI-I29 GRADE RAISE DSGN
790-7915-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	9,140.88	TASK ORDER #22	V01622	MITIGATION SUPPORT SRVCS
790-7915-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	2,882.75	HYDROLOGY MODELING	V01625	HYDROLOGY/HYDRAULIC MODEL
790-7915-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	52,120.88	WORK IN KIND	V01626	WORK-IN-KIND (WIK)
790-7915-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	2,351.50	PERMIT COMPLIANCE MONITOR	V01631	PERMIT COMPLIANCE MONITOR
790-7920-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	71,021.55	PROJECT MGMT	V01601	HMG - PROJECT MANAGEMENT
790-7930-429.33-05	44203	308781	HOUSTON-MOORE GROUP LLC	10,644.68	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
790-7930-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	18,806.28	BOUNDARY SURVEYING	V01628	BOUNDARY SURVEYING SRVCS
790-7930-429.33-05	2/4/2021	309563	ADVANCED ENGINEERING INC	301,300.08	11/28-12/25 ENG SERVICES	V00302	PROGRAM MGMT SERVICES
790-7930-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	26,778.68	PROPERTY STRUCTURE MITIGA	V01630	PROPERTY STRUCTURE MITGTN
790-7952-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	16,514.56	SERVICES DURING CONST	V01623	CONSTRUCTN/BID SVCS WP43
790-7955-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	8,555.83	SERVICES DURING CONST	V02806	CONSTRUCTION SVCS WP42
790-7990-429.33-05	44210	308907	HOUSTON-MOORE GROUP LLC	14,528.35	PROCUREMENT SUPPORT	V01621	P3 RFP PROCUREMENT SUPPRT
			Total Engineering Services	636,137.88			
790-7940-429.33-06	2/4/2021	309583	BRAUN INTERTEC CORP	1,341.00	MATERIALS TESTING	V00402	TESTING - WP-43 & WP-28A
790-7940-429.33-06	44224	309182	BRAUN INTERTEC CORP	2,157.00	MATERIALS TESTING	V00402	TESTING - WP-43 & WP-28A
790-7940-429.33-06	44224	309182	BRAUN INTERTEC CORP	7,270.00	MATERIALS TESTING	V00402	TESTING - WP-43 & WP-28A
			Total Quality Testing	10,768.00			
790-7910-429.33-25	44203	308827	OXBOW, CITY OF	1,145.00	TURMAN & LANG	V02407	OXBOW MOU-LEGAL SERVICES
790-7910-429.33-25	44232	841	P CARD BMO	137,266.00	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7930-429.33-25	44232	841	P CARD BMO	782.20	OHNSTAD TWICHELL PC	V00103	General & Admin. LERRDS
790-7950-429.33-25	44232	841	P CARD BMO	1,116.00	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
790-7990-429.33-25	2/4/2021	309574	ASHURST LLP	78,090.30	DEC=LEGAL COUNSEL	V03001	P3 LEGAL COUNSEL-ASHURST
790-7990-429.33-25	44232	841	P CARD BMO	38,309.50	OHNSTAD TWICHELL PC	V00102	General & Admin. WIK
			Total Legal Services	256,709.00			

**FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
January 2021**

Account Number	Check Date	Check Number	Vendor Name	Transaction Amount	Expense Description	Project Number	Project Description
790-7990-429.33-47	44224	309431	PROGRAM ADVISOR SERVICES, LLC	49,500.00	DEC PROGRAM CONSULTING	V05801	CONSULTING SERVICES
			Total Consulting Services	49,500.00			
790-7920-429.33-79	44203	308827	OXBOW, CITY OF	1,657.50	MOORE ENGINEERING, INC.	V02421	OXBOW MOU-MOORE PROJ MGMT
790-7920-429.33-79	44203	308827	OXBOW, CITY OF	1,072.50	MOORE ENGINEERING, INC.	V02421	OXBOW MOU-MOORE PROJ MGMT
790-7920-429.33-79	44203	308749	CH2M HILL ENGINEERS INC	411,584.18	PROGRAM MGMT & SERVICES	V00211	CH2M HILL-6/2019-12/2021
790-7920-429.33-79	44203	308749	CH2M HILL ENGINEERS INC	388,955.92	SUPPORT SERVICES	V00212	P3 PROCUREMENT SUPPORT
790-7930-429.33-79	44203	308749	CH2M HILL ENGINEERS INC	5,414.86	PROPERTY ACQUISITION	V00210	CH2M HILL-LAND ACQUISITION
			Total Construction Management	808,684.96			
790-7990-429.34-55	2/4/2021	309613	ERNST & YOUNG INFRASTRUCTURE	82,374.10	NDV FINANCIAL ADVISORY	V03301	PPP FINANCL ADVISORY SVCS
790-7990-429.34-55	2/4/2021	309613	ERNST & YOUNG INFRASTRUCTURE	64,213.80	DEC FINANCIAL ADVISORY	V03301	PPP FINANCL ADVISORY SVCS
			Total Financial Advisor	146,587.90			
Total Expense for Period				<u>2,174,414.74</u>			

(12)

CITY OF FARGO, NORTH DAKOTA
SUMMARY ANNUAL FINANCIAL REPORT
FOR THE PERIOD ENDING DECEMBER 31, 2020

(Preliminary, Unaudited and Unadjusted)

	TOTAL REVENUES	TOTAL EXPENDITURES	FUND EQUITY
GENERAL FUND	\$117,497,966	\$ 104,135,473	\$ 46,047,206
SPECIAL REVENUE FUNDS	5,817,857	6,101,830	993,976
DEBT SERVICE FUNDS	72,674,064	62,173,038	105,713,327
CAPITAL PROJECT FUNDS	131,496,694	153,528,215	(21,551,849)
ENTERPRISE FUNDS			
Water Fund	25,098,657	29,608,891	213,367,138
Sewer Fund	32,535,243	40,976,674	150,495,814
Storm Sewer	3,032,859	2,696,444	215,012,098
Vector Control	748,016	539,817	881,343
Street Lights	3,515,006	3,687,337	27,596,063
Solid Waste	17,654,565	15,824,076	11,330,154
Forestry	2,369,183	2,613,360	(755,032)
Fargodome	6,163,012	3,913,353	55,367,025
Municipal Airport	22,625,636	17,397,020	127,509,673
TOTAL ENTERPRISE FUNDS	113,742,179	117,256,970	800,804,276
TRUST & AGENCY FUNDS	22,809,398	8,066,794	136,097,010
TOTAL ALL FUNDS	\$ 464,038,159	\$ 451,262,320	\$ 1,068,103,946



Fargo Cass Public Health
 1240 25th Street South
 Fargo, ND 58103-2367
 Phone: 701.241.1360 | Fax: 701.241.1366
 www.FargoCassPublicHealth.com

(13)



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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING *DF*
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 4, 2021

RE: NOTICE OF GRANT AWARD AMENDMENT FROM THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR TITLE X FAMILY PLANNING PROGRAM G19.625A CFDA NO. 93.217, ADDITIONAL \$5,600

This is a request to approve the additional funds being received from the ND Department of Health to support the Title X Family Planning Program at Fargo Cass Public Health. The funding amount is for an additional \$5,600 to purchase a thermometer, digital blood pressure cuff, and autoclave.

This amendment requires the following budget adjustments:

Expense 2021

Medical Supplies	101-6040-451-61-20	\$5,600
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Revenue 2021

Family Planning	101-0000-331-12-03	\$5,600
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If you have questions, please contact Desi Fleming at 241.1380.

Suggested Motion: Move to approve the grant amendment from the North Dakota Department of Health for Title X Family Planning funds.

DF/lls
 Enclosure



NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH
SFN 53771 (01-2020)

Grant Number G19.625A	CFDA Name Family Planning – Services	CFDA Number 93.217
FAIN Number FPHPA006472	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 4/1/2020
Federal Award Date 3/18/2020	Federal Awarding Agency Department of Health and Human Services	Grant End Date 3/31/2021

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 Title X Family Planning Program	North Dakota Department of Health (NDDoH) Project Code 4561 HLH 5111 01
Grantee Name Fargo Cass Public Health	Project Director Cora Rabenberg
Address 1240 25 th Street S	Address 600 E. Boulevard Ave., Dept. 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Desi Fleming	Contact Name Cora Rabenberg
Telephone Number 701-241-1360	Telephone Number 701-328-4535
Email Address dfleming@fargond.gov	Email Address crabenberg@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$5,600	\$0	\$5,600
Previous Funds Awarded	\$218,619	\$0	\$218,619
Total Funds Awarded	\$224,219	\$0	\$224,219
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

This amendment provides additional funding of \$5,600 to purchase a thermometer, digital blood pressure cuff, and autoclave. 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

Not applicable.

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 NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Fiscal Services Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 3/4/21	Signature Desi Fleming	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Deanna Askew, Director, Division of Family Health and Wellness	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial 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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M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: MARCH 4, 2021

RE: NOTICE OF GRANT AWARD AMENDMENT FROM USDA AND NORTH DAKOTA DEPARTMENT OF HEALTH IS FOR ADDITIONAL LANGUAGE TO COMPLY WITH THE ASSURANCE OF CIVIL RIGHTS GRANT NUMBER G19.1013A, CFDA 10.557

The following Notice of Grant Award will not change the dollar amount of the grant, it is to include language for the "Assurance of Civil Rights Compliance." All other scope of service requirements of the original agreement remain the same.

If you have any questions, please contact me at 241.1380.

Suggested Motion: Move to approve the award from North Dakota Department of Health & USDA.

DF/lls
Enclosure

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH

SFN 53771 (01-2020)

Grant Number G19.1013A	CFDA Name Special Supplemental Nutrition Program for Women, Infants and Children	CFDA Number 10.557
FAIN Number 213ND707W1003	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2020
Federal Award Date 10/1/2020	Grant End Date 9/30/2021	
Federal Awarding Agency U.S. Department of Agriculture		

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 Women, Infant and Children (WIC)	North Dakota Department of Health (NDDoH) Project Code 4561 HLH5151 01
Grantee Name Fargo Cass Public Health - WIC	Project Director Colleen Pearce
Address 1240 25th Street South	Address 600 East Boulevard Ave, Dept. 301
City/State/ZIP Code Fargo, ND 58103	City/State/ZIP Code Bismarck, ND 58505-0200
Contact Name Kim Vance	Contact Name Colleen Pearce
Telephone Number 701-277-1455	Telephone Number 701-328-2496
Email Address KVance@FargoND.gov	Email Address cpearce@nd.gov

	NDDoH Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$0	\$0	\$0
Previous Funds Awarded	\$536,825	\$0	\$536,825
Total Funds Awarded	\$536,825	\$0	\$536,825
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service

This amendment includes language for the "Assurance of Civil Rights Compliance" and is further defined in Attachment B. 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

None.

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 NDDoH as signed by Grantee for the period of July 1, 2019 to June 30, 2021 [Fiscal Services Use Only: ☒ Requirements Received; ☒ Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDoH Acceptance	
Date 3/4/21	Signature <i>Desi Fleming</i>	Date	Signature
Typed Name/Title of Authorized Representative Desi Fleming, Public Health Director		Typed Name/Title of Authorized Representative Colleen Pearce, Director, Division of Family Health & Nutrition	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Brenda M. Weisz, Chief Financial 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.

ATTACHMENT B

AGREEMENT ADDENDUM FOR THE OPERATION OF THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (WIC)

The following is an addendum to the Notice of Grant Award signed with the North Dakota Department of Health for operation of the WIC Program.

Assurance of Civil Rights Compliance

The Grantee hereby agrees that it will comply with the Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Title II and Title III of the Americans With Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189) as implemented by Department of Justice regulations at (28 CFR Parts 35 and 36); Executive Order 13166, "Improving Access to Services for Person with Limited English Proficiency." (August 11, 2000), all provision required by the implementing regulations of the U.S. Department of Agriculture (7 CFR Part 15 et seq), and FNS directives and guidelines to the affect that no person shall, on the ground of race, color, national origin, age, sex, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Grantee receives Federal financial assistance from FNS; and hereby gives assurance that it will immediately take measures necessary to effectuate this agreement.

By providing this assurance, the Grantee agrees to compile data, maintain records and submit records and report as required to permit effective enforcement of the nondiscrimination laws, and to permit the U.S. Department of Agriculture and the North Dakota Department of Health personnel during normal working hours to review and copy such records, books and accounts, access such facilities, and interview such personnel as needed to ascertain compliance with the non-discrimination laws. If there are any violation of this assurance, the U.S. Department of Agriculture and the North Dakota Department of Health shall have the right to seek judicial enforcement of this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and permission to use Federal property or interest in such property or the furnishing of services without consideration or at nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for the purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.



Inspections Division

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



Memorandum

DATE: March 4, 2021

TO: Mayor Mahoney and Board of City Commissioners

FROM: Bruce Taralson, Inspections Director

A handwritten signature consisting of the letters "BT" in a stylized, cursive script.

SUBJECT: Vendor for junk vehicle removal contract – New Ownership

Ed's Towing Service, Inc. in Moorhead MN was awarded the vendor contract for the 2021 Junked Vehicle Removal service for the City of Fargo Inspections Department. Ed's Towing is under new ownership, however, rates and service types will remain the same. A record of change in ownership in relation to our contract is recommended, and enclosed is the contract to be signed by the Mayor and the new owner of Ed's Towing Service, Inc.

AGREEMENT

This agreement, made and entered into this 8th day of March 2021, by and between the City of Fargo, a municipal corporation ("City"); and Ed's Towing Service Inc. of Moorhead, Minnesota ("Contractor") is to make record of the new ownership of Ed's Towing Service Inc.

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

PREMISES:

- A. City has solicited proposals for the removal, impound and disposition of junk cars.
- B. Contractor has submitted a proposal for such removal, impound and disposition.
- C. City has determined that the proposal submitted by contractor is the most advantageous to the City.
- D. The parties entered into a contract on December 29, 2020.
- E. The parties mutually agree that certain amendments to that contract are necessary.
- F. The parties wish to reduce their supplemental agreement to writing.
- G. New ownership of Ed's Towing Service is being recorded on this updated contract. All rates and service types to remain the same. (March 2021)

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

1. Contractor agrees to provide prompt wrecker services to the City of Fargo for the removal of junk cars, as may be designated by the City; in the event the contractor is unable, for any reason, to furnish prompt wrecker services, they will be required to hire another firm to remove junk cars, at its expense.
2. Contractor will provide a suitably fenced storage area and will retain all vehicles picked up for a minimum period of ninety days.
3. During the ninety-day holding period, the owner of such vehicle may take possession thereof by paying to the Contractor an impound fee of \$95 Light Duty/\$125 Medium Duty/\$150 Heavy Duty and a per day storage charge of \$35 Light Duty/\$70 Medium Duty/\$105 Heavy Duty. An administrative fee of \$20 may apply, and, if needed, dollies/skates/go jacks may be used, in which, a \$35 fee will apply. If snow removal is

necessary, a \$15 fee per 15 minutes of shoveling shall apply. No vehicle may be removed by the owner which does not have a current automobile registration tag.

4. Any vehicles which are not claimed by the owner within the ninety-day period shall be retained by Contractor for salvage purposes.

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

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

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

Dated this 8th day of March 2021.

CITY OF FARGO

BY _____
Its Mayor

ED'S TOWING SERVICE, INC.

BY _____
Its President

**CITY OF FARGO
POLICE DEPARTMENT**



CHIEF DAVID B. ZIBOLSKI

105 25TH STREET NORTH • FARGO, ND 58102

Office: 701-241-1400 • Fax: 701-297-7789

www.fargopolice.com

16

March 3, 2021
Board of City Commissioners
City Hall
Fargo, ND 58102

RE: FY 2020 State Homeland Security Grant Program. EMW-2020-SS-00073. CFDA No. 97.067 Homeland Security Grant Program. Project code PDES11. City of Fargo Account Number 101-5045-411-74-10

Dear commissioners:

The Fargo Police Department has been awarded a grant from the North Dakota Department of Emergency Services in the amount of \$176,000.00 for new Ballistic Personal Protective Equipment. There is no requirement for the City of Fargo to match any of the grant funding provided.

New ballistic personal protective equipment will sustain our existing regional team's core capabilities. Improved ballistic armor will support core capabilities of protection, response, prevention, mitigation and recovery to a terrorist attack by providing ballistic protection while tactical operators respond to critical incidents. Recovery and response efforts will be conducted more safely and quicker than our current capability, which may result in the prevention of further attacks or harm to the regional community. Updated ballistic armor will assist in filling a capability gap that will sustain efforts to provide emergency services to the regional community.

A Request for Proposals process was completed according to the City of Fargo Purchasing Policy. Tyr Tactical LLC was the only bidder that submitted a proposal to meet our specifications.

The Fargo Police Department would like to purchase Ballistic Personal Protective Equipment for the RRV SWAT Team using the awarded grant funds. Attached you will find the following documents: The RFP and a bid submission and price quote from Tyr Tactical LLC. The price quote is for \$175,972.80.

Recommended Motion:

Accept the proposal to use the awarded grant funds from ND DES to purchase new Ballistic Personal Protective Equipment from Tyr Tactical LLC, for use by the RRV SWAT Team.

- Account # 101-5045-411-74-10 – in the amount of \$176,000.00

Please contact me if you have any questions regarding the grant funding or the police department's budget adjustment request.

Sincerely,


Chief Zibolski
Chief of Police

Cc: Kent Costin, Finance Director

Request for Proposals
Ballistic Personal Protective Gear
Fargo Police Department/RRV SWAT
105 25th Street North
Fargo, ND 58102
701-235-4493

Application Overview

The Fargo Police Department/RRV SWAT serving a community of 108,000 residents is seeking a Request for Proposal for ballistic personal protective gear. The Fargo Police Department is looking to purchase 32 ballistic personal protective gear systems.

All proposals must be received by 4pm on Monday, March 1st 2021, at the City of Fargo Auditor's Office, City of Fargo, 225 4th St. N, Fargo, ND 58102.

Products to be delivered

(32) Ballistic protective gear systems with all applicable accessories

- Ballistic soft panels must meet NIJ 0101.06 Level IIIA Ballistic Standards.
- Ballistic soft panels must not exceed 1.09 pounds per square foot.
- Ballistic soft panels must achieve a v50 rating of .357 Sig/1865 fps, .44 Mag/1690 fps.
- Back-face deformation on ballistic soft panels must not exceed .357 Sig/30.3mm, .44 Mag/35.4 mm.
- Ballistic hard plates must meet NIJ Level III Ballistic Standards.
- Protective Gear must come in at least 5 different sizes for proper fitting.
- The vendor must provide a sample product for testing and evaluation prior to the approval of any contract or purchase.
- Protective gear and pouch material must incorporate a Kevlar type material in its construction to assist in durability and length of service life.
- Protective gear must incorporate a panel suspension and energy disbursement frame to retain the proper configuration of the ballistic panels and reduce potential bunching or sagging of ballistic material.
- Protective gear must incorporate a customizable design for modular capability and quick accessory change out.
- Protective gear must incorporate sizing and design to include female body shapes and sizes.
- Carrier must feature an antimicrobial/FR treated padding system.
- Carriers must be equipped with MOLLE to allow for the attachment of pouches and other gear.
- Carriers must be equipped with a Zip-On back panel system to allow for the attachment of other gear.

RFP Award Process

Issuance of this RFP does not compel the Fargo Police Department to award. The Fargo Police Department reserves the right to reject any or all proposals, wholly or in part; to waive any technicalities, informalities, or irregularities in any proposal at its sole option and discretion. No modifications to proposal shall be accepted from the Vendor after the Submittal Date and Time. The Fargo Police Department reserves the right to re-solicit for proposals or to temporarily or permanently abandon the procurement process at its discretion. The Fargo Police Department reserves the right to issue an addendum or multiple addendums to the RFP at any time for any reason. All Vendors will receive any and all addendums issued. After the RFP proposal submission closure date, an award may be made on the basis of the proposals initially submitted, without discussion, clarification or modification. Therefore, the Vendors should make sure their proposals contain the best offer.

Responsible Proposers

The Fargo Police Department reserves the right to award contracts only to responsible Proposers. Responsible Proposers are defined as companies that demonstrate the financial ability, resources, skills, capability, willingness, and business integrity necessary to perform on the contract. The Fargo Police Department determination of whether a Vendor is a responsible Proposer is at the Fargo Police Department sole discretion. Upon award of a contract or agreement to purchase the vendor must deliver all products within one hundred and eighty days of the award date.

REQUEST FOR PROPOSAL

CITY OF FARGO

The City of Fargo is seeking proposals for NIJ Certified Level III ballistic personal protective gear systems with all applicable accessories for our regional SWAT Team.

All proposals must be received by 4pm on Monday, March 1st 2021, at the City of Fargo Auditor's Office, City of Fargo, 225 4th ST N, Fargo, ND 58102.

To obtain a sample of the specifications and bidding instructions, please visit the website below:

<http://www.fargoND.gov/bidpostings>

OR

Questions can be answered by contacting:

Lt. William Ahlfeldt
Fargo Police Department
105 25th ST N
Fargo, ND 58102
wahlfeldt@fargond.gov

The City of Fargo reserves the right to reject all submittals.

City Auditor's Office
(February 17th, 2021, February 24th, 2021)



TYR Tactical, LLC
Revolutionary Tactical Equipment for the Next Generation Warrior™

February 22, 2021

Ballistic Personal Protective Gear
Fargo Police Department/RRV SWAT
105 25th Street North
Fargo, ND 58102
701-235-4493
Re: Request for Proposal Ballistic Personal Protective Gear

To whom it may concern,

Please find TYR Tactical's proposal for Fargo Police Department/RRV SWAT Request for Proposal for Ballistic Personal Protective Gear.

President and Chief Designer, Jason Beck, founded TYR Tactical® in 2010 with a core focus on soldier survivability and mission adaptable gear. TYR Tactical® provides world-class engineering, research and design capabilities with customized solutions for soft armor to nylon protective gear and other patented technologies. TYR Tactical® integrates expert knowledge and skillsets resulting in innovative and advanced solutions.

TYR Tactical® is a small business located in Peoria, Arizona and Southern Pines, North Carolina operating under approximately 83,000 sq. ft. with 300 employees. TYR Tactical® sets out to revolutionize personal protective equipment for the Next Generation Warrior®. At our state-of-the-art facility in Arizona we have assembled an elite team of designers, engineers and sewing professionals. We are fully committed to advancing the performance of service men and women worldwide. Our continued advancement of design and technology allows for production of personal protective equipment that exceeds the standards available today and will out-perform any other brand on the market.

TYR Tactical is in the process of adding a dedicated 42,000 sq. ft. hard armor building to its current 83,000 sq. ft. headquarters location in Peoria, Arizona. This building will be in operation in Q1 2021. This facility houses the most extensive and highest-pressure capacity hard armor presses in the world. Alongside the presses, this facility operates autoclaves, water jets, and other hard armor manufacturing and product development machines.

TYR Tactical designs and manufactures all products being offered in this solicitation. All body armor meets the requirements set forth in the RFP documents

TYR Tactical's NFA3/10 ballistic soft armor panels are certified to NIJ 0101.06 Level IIIA standards, to include the V50 rating as well as back-face deformation requirements. These panels are 1.09 pounds per square foot. TYR Tactical's HA3/ST Ballistic Hard Plate meets NIJ Level III Ballistic Standards.

INNOVATE OR DIE™

TYR Tactical®, 9330 N. 91st Ave., Peoria, AZ 85345 Phone: 623-240-1400 FAX: 1-623-240-1428

WWW.TYRTACTICAL.COM

ADM-881.00



TYR Tactical, LLC
Revolutionary Tactical Equipment for the Next Generation Warrior™

TYR Tactical's EPIC FED carrier comes in both Male and Female designs and includes the following sizes: Female X-Small, Small, Medium, Large and X-Large, and Male Small, Medium, Large, X-Large, and 2X-Large. These carriers are manufactured using our patented PV® material which offers an important structural benefit for load carriage by reducing system weight and improving durability. These carriers also incorporate the patented Ballistic Vein®, which increases load carriage performance, provides a rigid platform, reduces fatigue and will stabilize and enhance soft armor inserts. In addition, the body-facing material of our plate carriers utilize advanced antimicrobial spacer mesh, which is IF/FR treated. All carriers are equipped with MOLLE and a Zip-On Back Panel to allow for the attachment of pouches and additional gear.

Product Samples have already been sent to and tested by the Fargo Police Department. TYR Tactical appreciates the opportunity to provide a submission for the Request for Proposal for Ballistic Personal Protective Gear.

Sincerely,

Jane Beck
Chief Contracting Officer
Jane@Tyractical.com
623-240-1400

INNOVATE OR DIE™

TYR Tactical®, 9330 N. 91st Ave., Peoria, AZ 85345 Phone: 623-240-1400 FAX: 1-623-240-1428

WWW.TYRTACTICAL.COM

ADM-881.00

TYR TACTICAL®

9330 N 91st Ave, Peoria, Arizona 85345 | Office: 623-240-1400 | Fax: 623-240-1428 | info@tyrtactical.com
 WWW.TYRTACTICAL.COM

Account Executive

Danny Golden 602-818-4023 danny@tyrtactical.com

QUOTE DATE:

EXPIRATION DATE:

Monday, March 1, 2021
 Sunday, May 30, 2021

OF DAYS QUOTE IS VALID
 90

PRICES ARE SUBJECT TO CHANGE AFTER EXPIRATION DATE.

Quote #:

TYR-2021-00559DG-FARGO PD V4

Customer: Fargo Police Department - Red River Valley SWAT
 Email:
 Tel: 701-235-4493
 Fax:



COO: (Country of Origin):

Berry Statement: (100% Berry Compliant)

TAA: (TAA Compliant)

Item Number:	Description:	UOM	Color	Size	Qty.	MSRP	\$US Price	\$US Total	COO
TYR-M-EPIC-FED-NFA3/10-SIZE-RG	Male EPIC Fed Carrier, NFA3/10, Size, Ranger Green	EA	RG	TBD	32	\$ 1,695.95	\$ 1,441.56	\$ 46,129.92	USA X X
TYR-F-EPIC-FED-NFA3/10-SIZE-RG	Female EPIC Fed Carrier, NFA3/10, Size, Ranger Green	EA	RG	TBD	0	\$ 1,695.95	\$ 1,441.56	\$ 46,129.92	USA X X
TYR-LV107-THOR-1.5-NFA3/10-SIZE-RG	Ballistic Accessory - THOR Shoulders, 1.5" Strap, NFA3/10, Size, Ranger Green	SET	RG	TBD	32	\$ 229.95	\$ 195.46	\$ 6,254.72	USA X X
TYR-HA3/ST-SIZE-BLK	Level III HA3/ST Hard Armor Plate, Size, Black	EA	BLK	TBD	68	\$ 895.95	\$ 600.00	\$ 40,800.00	USA X X
TYR-HA-AWPSB-66-BLK	Level III HA-AWPSB-66 Hard Armor Side Plate, Black	EA	BLK	OS	64	\$ 369.95	\$ 290.00	\$ 18,560.00	USA X X
TYR-LV203-565H-RG	Kangaroo Front Flap - Fixed Triple Open Top Happy Mag® M4, MOLLE, Ranger Green	EA	RG	OS	32	\$ 69.95	\$ 56.46	\$ 1,902.72	USA X X
TYR-00730-CAN-RG	Gas Mask Drop LeapPouch, Ranger Green (Right or Left)	EA	RG	OS	32	\$ 69.95	\$ 56.46	\$ 1,902.72	USA X X
TYR-D-DAF-MV-RG	Collapsible Direct Action Assaulters Pack - MV, Ranger Green	EA	RG	OS	32	\$ 259.95	\$ 220.96	\$ 7,070.72	USA X X
TYR-D-SCRO01-RG	Combat Adjustable Rack - DSCRO01, Ranger Green	EA	RG	OS	32	\$ 295.95	\$ 251.56	\$ 8,048.92	USA X X
TYR-LVMD204-VZ-RG	PICO-DS Medical Chest Rack, Ranger Green	EA	RG	OS	12	\$ 149.95	\$ 121.46	\$ 1,529.52	USA X X
TYR-LV10MV-NFA3/10-RG	Ballistic Accessory - MV Groin, NFA3/10, Ranger Green	EA	RG	OS	32	\$ 259.95	\$ 220.96	\$ 7,070.72	USA X X
TYR-MST115-NFA3/10-RG	Ballistic Accessory - Bicep/Deltoid Upper Arm Protection, NFA3/10, Ranger Green	SET	RG	OS	32	\$ 499.95	\$ 424.96	\$ 13,598.72	USA X X
TYR-MD008H-RG	Medical Pouch - Small Cutaway IFAK, Horizontal, Ranger Green	EA	RG	OS	36	\$ 59.95	\$ 50.96	\$ 1,834.56	USA X X
TYR-G-BKT-SIZE-RG	GunningBelt Belt Kit, Includes GFB114-E-VZ and GFB200, Size, Ranger Green	KT	RG	TBD	32	\$ 153.95	\$ 130.86	\$ 4,187.52	USA X X
TYR-CID2-5X4-0RG	Custom ID Placard, 2.5" X 4.0", Ranger Green W/ Black Font "POLICE"	EA	RG	2.5x4.0	32	\$ 14.95	\$ 12.71	\$ 406.72	USA X X
TYR-CID2-5X8-75-RG	Custom ID Placard, 2.5" X 8.75", Ranger Green W/ Black Font "POLICE"	EA	RG	2.5x8.75	32	\$ 15.95	\$ 13.56	\$ 433.92	USA X X
TYR-0D107-RG	Ordnance/ Breaching Pouch - Small Mesh Dump, Ranger Green	EA	RG	OS	36	\$ 30.95	\$ 26.31	\$ 947.16	USA X X
TYR-LV103-D5X-RG	DSX Lower Ab Pouch, Ranger Green	EA	RG	OS	32	\$ 59.95	\$ 50.96	\$ 1,630.72	USA X X
TYR-CM025-RG	Communications Pouch - Motorola® XTS Radio, Ranger Green	EA	RG	OS	36	\$ 19.95	\$ 16.96	\$ 610.56	USA X X
TYR-CLP4004-HRG	Pistol Mag Pouch - Combat Adjustable Happy Mag®, Ranger Green	EA	RG	OS	96	\$ 39.95	\$ 33.86	\$ 3,260.16	USA X X
TYR-00707-LR-RG	Ordnance/ Breaching Pouch - Flashbang, Low Roll, Ranger Green	EA	RG	OS	32	\$ 19.95	\$ 16.96	\$ 542.72	USA X X
TYR-CLP4003-HRG	Combat Adjustable MAG Pouch - Happy (M4/762), Ranger Green	EA	RG	OS	96	\$ 49.95	\$ 42.46	\$ 4,076.16	USA X X
TYR-0D402-RG	Ordnance/ Breaching Pouch - Double 40mm Grenade, Ranger Green	EA	RG	OS	10	\$ 24.95	\$ 21.21	\$ 212.10	USA X X
TYR-0CHC-V2-SIZE-RG	Helmet Cover - FAST Fusion, Size, Ranger Green	EA	RG	TBD	32	\$ 69.95	\$ 59.46	\$ 1,902.72	USA X X
TYR-ASP008-RG	Assaulters Sustainment Pack - SOF, Ranger Green	EA	RG	OS	4	\$ 299.95	\$ 254.96	\$ 1,018.84	USA X X
TYR-ASP002-RG	Assaulters Sustainment Pack - Adapter Kit, Ranger Green	EA	RG	OS	4	\$ 22.95	\$ 19.51	\$ 78.04	USA X X
TYR-COMA001-M-RG	COMA Sniper Harness, Ranger Green	EA	RG	OS	2	\$ 195.95	\$ 166.56	\$ 333.12	USA X X
TYR-ADM001-RG	ADM Flashlight Pocket Admin Pouch, Ranger Green	EA	RG	OS	6	\$ 27.95	\$ 23.76	\$ 142.56	USA X X
TYR-ADM005-RG	ADM Zippered Admin Pouch, Ranger Green	EA	RG	OS	13	\$ 42.95	\$ 36.51	\$ 474.63	USA X X
TYR-MD750-RG	MD Micro Cutaway SOF IFAK Medical Pouch, Ranger Green	EA	RG	OS	6	\$ 42.95	\$ 36.51	\$ 259.06	USA X X
TYR-GP075-RG	General Purpose Pouch - MSS Sniper 7" x 5", Ranger Green	EA	RG	OS	9	\$ 34.95	\$ 29.71	\$ 267.39	USA X X

SHIPPING ADDRESS: 105 25th Street North, Fargo, ND 58102

WHEN PLACING YOUR ORDER PLEASE ENSURE THE QUOTE NUMBER, PART NUMBERS AND FULL ORDER DETAILS APPEAR ON THE PURCHASE ORDER(S). NOT DOING SO WILL DELAY ORDER PROCESSING.

NOTE THAT LEAD TIMES, PRICING & AVAILABILITY IS SUBJECT TO CHANGE WITHOUT NOTICE

TAX ID: 27-2463208 | EPRS & CERTS ON SAM | SMALL BUSINESS | CAGE CODE: 67WV12 | ISO 2009:2015 CERTIFIED

DUTIES AND BANK FEES INCURRED ARE OBLIGATION OF THE CUSTOMER. CUSTOMER IS RESPONSIBLE FOR PAYMENT OF ALL FINAL CHARGES BASED ON TERMS.

Products/Equipment produced by TYR Tactical are fully in compliance with the Berry Amendment (10 U.S.C. 2533a) as implemented by DFARS 252.225-7012

TAA Refers to the Trade Agreements Act (19 U.S.C. §2501-2581), which is intended to foster fair and open international trade

Lead Time:	120+ Business Days
Shipping Method:	Freight
Payment Terms:	NET30
Subtotal:	\$ 175,449.34
Taxes:	
Est. Shipping:	\$ 523.46
Total:	\$ 175,972.80

The information contained in this quotation is confidential and/or privileged, and is intended solely for the use of the recipients listed above. Further, it may be protected by certain agreements, legal privilege, legal precedent or law. It must not be read by or disclosed to any person other than the intended recipient without the express written permission of the sender. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or copying the transmitted information is strictly prohibited. If you have received this transmission in error, please immediately notify the sender and delete and destroy all copies and attachments. TYR Tactical, LLC.

TYR TACTICAL® MALE EPIC® FEDERAL OUTER CARRIER



ENHANCED DESIGN FEATURES:

QUICK RELEASE

- Taktic buckle system provides a quick connect for users to don & doff the plate carrier utilizing one hand in less than two seconds

BREATHABILITY & MOISTURE PROTECTION

- Antimicrobial/FR treated padded spacer mesh system
- Armored, slotted poly mesh base cummerbund for increased ventilation

SCALABLE SYSTEM

- Compatible with our complete line of armored accessories
- QASM buckle system
- 6" x 6" side armor pockets
- Zippers for Assaulter's Zip-On Back Panels
- Flush admin chest pocket with internal elastic keepers
- MOLLE Assaulter's Zip-On Back Panel

PATENTED INTEGRATED BALLISTIC FRAMEWORK

- Increases structural integrity & reduces back face deformation

ELONGATED MATERIAL LIFE & ABRASION RESISTANCE

- Engineered utilizing patented PV® material



PLATE POCKET STYLE

- Internal plate pocket retention straps accommodate several different plate styles & thicknesses

ADDITIONAL FEATURES

- Rubberized Hypalon® buttstock retention
- Inner cummerbund
- MOLLE front flap
- Repair buckle kit
- THOR shoulders
- Patented Ballistic Vein®
- Hydration/Communication tabs for routing
- Reinforced drag handle
- One side mag insert adapter
- One cell phone pocket adapter

NIJ 0101.06 Certified Level IIIA
TYR-M-EPIC-FED-TXP3A

NIJ 0101.06 Certified Level II
TYR-M-EPIC-FED-NFA2/10

NIJ 0101.06 Certified Level IIIA
TYR-M-EPIC-FED-NFA3/10

TYR TACTICAL® FEMALE EPIC® FEDERAL OUTER CARRIER



ENHANCED DESIGN FEATURES:

QUICK RELEASE

- Tactic buckle system provides a quick connect for users to don & doff the plate carrier utilizing one hand in less than two seconds

BREATHABILITY & MOISTURE PROTECTION

- Antimicrobial/FR treated padded spacer mesh system
- Armored, slotted poly mesh base cummerbund for increased ventilation

SCALABLE SYSTEM

- Compatible with our complete line of armored accessories
- QASM buckle system
- 6" x 6" side armor pockets
- Zippers for Assaulter's Zip-On Back Panels
- Flush admin chest pocket with internal elastic keepers
- MOLLE Assaulter's Zip-On Back Panel

PATENTED INTEGRATED BALLISTIC FRAMEWORK

- Increases structural integrity & reduces back face deformation

ELONGATED MATERIAL LIFE & ABRASION RESISTANCE

- Engineered utilizing patented PV® material



PLATE POCKET STYLE

- Internal plate pocket retention straps accommodate several different plate styles & thicknesses

ADDITIONAL FEATURES

- Patented female shape
- Rubberized Hypalon® buttstock retention
- Inner cummerbund
- MOLLE front flap
- Repair buckle kit
- THOR shoulders
- Patented Ballistic Vein®
- Hydration/Communication tabs for routing
- Reinforced drag handle
- One side mag insert adapter
- One cell phone pocket adapter

NIJ 0101.06 Certified Level IIIA
TYR-F-EPIC-FED-TXP3A

NIJ 0101.06 Certified Level II
TYR-F-EPIC-FED-NFA2/10F

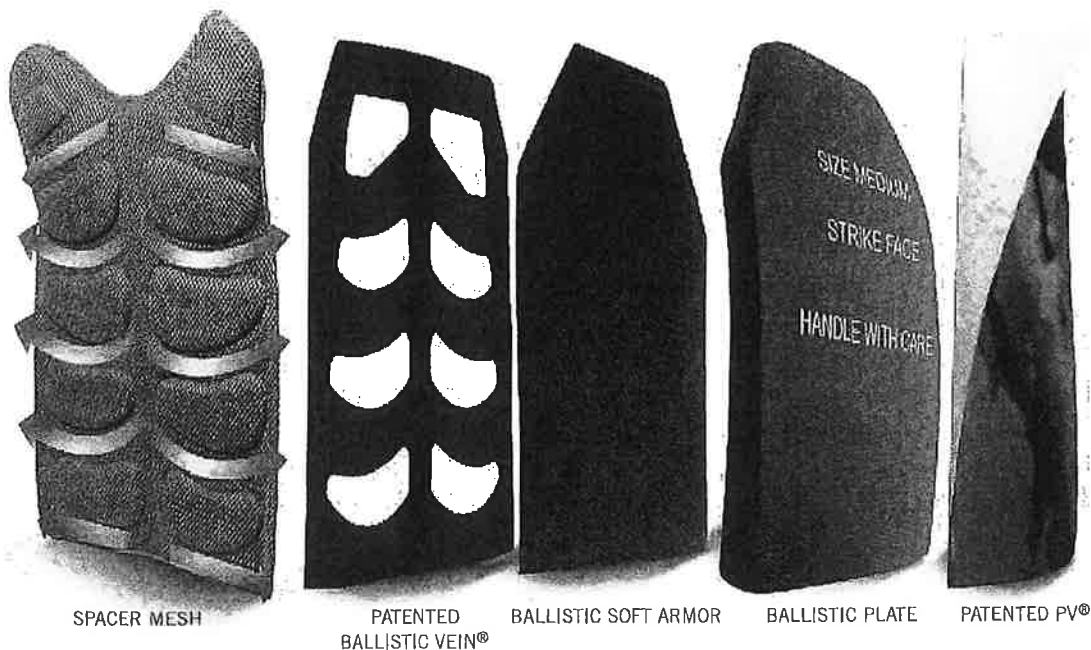
NIJ 0101.06 Certified Level IIIA
TYR-F-EPIC-FED-NFA3/10F

TYR TACTICAL® BODY ARMOR FEATURES



ONLY AT TYR TACTICAL PATENTED INTEGRATED BALLISTIC FRAMEWORK

- ④ **Increases Ballistic Protection**
- ④ **Reduces Back Face Deformation**
- ④ **Provides Moisture Protection**
- ④ **Improves Structural Integrity**
- ④ **Increases End-User Ergonomics**
- ④ **Enhances Performance**
- ④ **Elongates Material Life**
- ④ **Exceedingly Improves Abrasion Resistance**



NAME	FUNCTION
SPACER MESH	The body facing material of our plate carriers utilize advanced antimicrobial spacer mesh which is IR/FR treated.
PATENTED BALLISTIC VEIN®	The patented Ballistic Vein® increases load carriage performance, provides a rigid platform, reduces fatigue, stabilizes and enhances soft armor inserts.
SOFT ARMOR	Helps absorb the impact from firearm projectiles and fragmentations.
HARD PLATE	Provides additional protection from rifle rounds.
PATENTED PV®	Increases ballistic capability of the nylon carrier, provides structure, improves both abrasion and fire resistance.

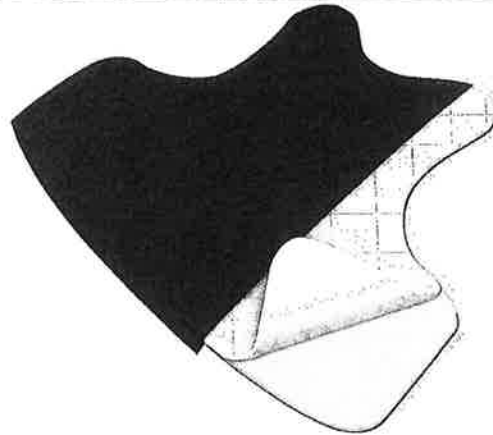
TYR TACTICAL® **BODY ARMOR** **CLEANING INSTRUCTION**



BALLISTIC PANELS

Removable ballistic panels should be cleaned in the following method:

- Do not immerse in liquid
- Gently wipe-down ballistic panels with a damp sponge or wash cloth using mild detergent. Remove any excess detergent with a damp sponge or wash cloth using clean water.
- Allow to thoroughly air dry before inserting panels into carrier.
- Do not dry clean, machine wash or bleach
- Do not dry outdoors in the sun



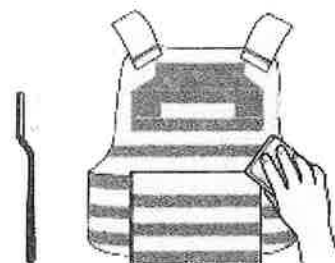
OUTER CARRIER

The nylon carrier is treated with chemicals to reduce your IR signature. Therefore you should never use a phosphorus based detergent to clean your vest, doing so will breakdown its IR treatment causing it to glow under IR light.

- Remove ballistic panels from the front and back of the carrier.
- Brush off as much surface dust as possible.
- Scrub set-in stains with a nylon brush using a mild non-phosphorus detergent such as Dawn dish soap.
- Air-dry indoors at room temperature.

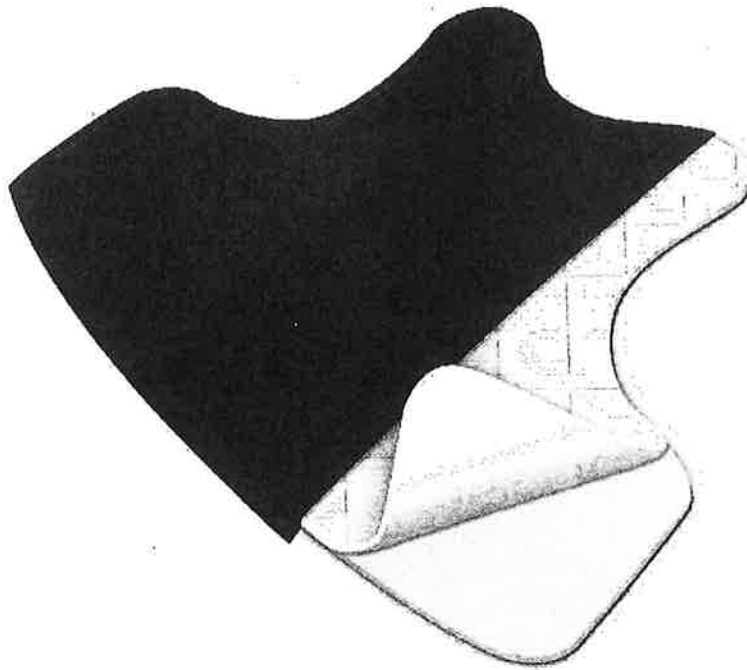
Additional Instructions:

- Do Not Bleach
- Carrier Must Be Completely Dry Before Inserting The Ballistic Panels





TYR TACTICAL SOFT ARMOR SPECIFICATIONS



SOFT ARMOR PACKAGES	NFA3/10'
THICKNESS	.24"
WEIGHT/ AREAL DENSITY	1.09 lbs psf
TESTING STANDARD	NIJ 0101.06 FBI Testing Standards
PROTECTION LEVEL	Certified Level IIIA FBI & DEA Requirements
V ₅₀	.357 Sig / 1865 fps .44 Mag / 1690 fps
BACK-FACE DEFORMATION	.357 Sig / 30.3mm .44 Mag / 35.4mm
IDEAL USE	Tactical

*Available in Gender Neutral and Female Version



U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20531

NIJ Notice of Compliance

Jason Beck
TYR Tactical, LLC
9330 N. 91st Ave.
Peoria, AZ, 85385

Model Designation:	TYR-NFA3/10
Product Type:	Ballistic Resistant Body Armor
Standard:	NIJ Standard 0101.06
Classification:	IIIA
Shot to Edge Distance T1:	2 inch
Shot to Edge Distance T2:	3 inch
Maximum and Minimum Sizes Tested:	C1 – C5
Test Identification Number(s):	MC03334

Dear Jason Beck,

The National Institute of Justice (NIJ) has completed its evaluation of the documentation and test items representing the model identified above and determined that this product model complies with the applicable requirements.

This letter authorizes the applicant to begin applying the NIJ Mark to this model in accordance with the terms of the NIJ Compliance Testing Program Applicant Agreement.

Authorization to apply the NIJ Mark may be withdrawn by NIJ at any time in accordance with the NIJ Compliance Testing Program Applicant Agreement. End users are advised to confirm the model's current status on the NIJ Compliant Products List available at https://justnet.org/compliant/ballistic_cpl.html.

This document may only be copied in its entirety without modification.

Sincerely,

MARK GREENE Digitally signed by MARK GREENE
Date: 2020.10.15 18:02:02 -04'00'

Mark Greene, Ph.D.
Technology and Standards Division Director
Office of Research, Evaluation and Technology
National Institute of Justice



U.S. Department of Justice

Office of Justice Programs

National Institute of Justice

Washington, D.C. 20531

NIJ Notice of Compliance

Jason Beck
TYR Tactical, LLC
9330 N. 91st Ave.
Peoria, AZ, 85385

Model Designation:	TYR-NFA3/10F
Product Type:	Ballistic Resistant Body Armor
Standard:	NIJ Standard 0101.06
Classification:	IIIA
Shot to Edge Distance T1:	2 inch
Shot to Edge Distance T2:	3 inch
Maximum and Minimum Sizes Tested:	C1 – C5
Test Identification Number(s):	MC03335

Dear Jason Beck,

The National Institute of Justice (NIJ) has completed its evaluation of the documentation and test items representing the model identified above and determined that this product model complies with the applicable requirements.

This letter authorizes the applicant to begin applying the NIJ Mark to this model in accordance with the terms of the NIJ Compliance Testing Program Applicant Agreement.

Authorization to apply the NIJ Mark may be withdrawn by NIJ at any time in accordance with the NIJ Compliance Testing Program Applicant Agreement. End users are advised to confirm the model's current status on the NIJ Compliant Products List available at https://justnet.org/compliant/ballistic_cpl.html.

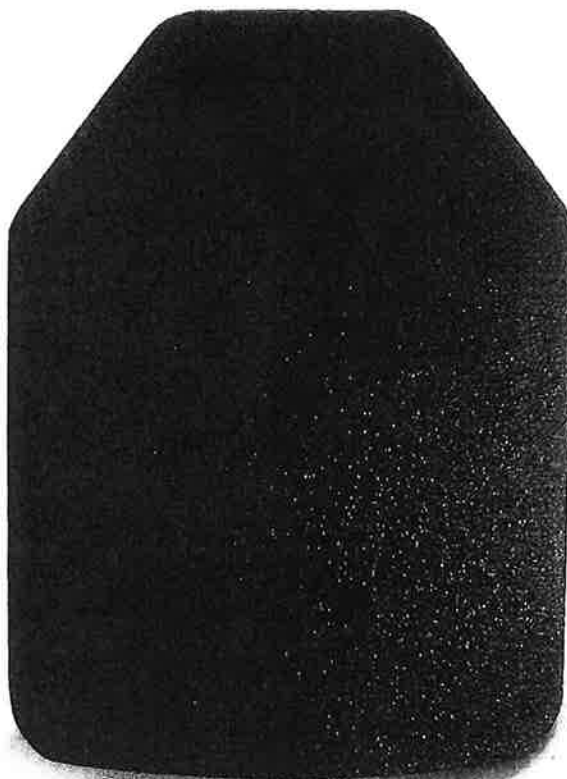
This document may only be copied in its entirety without modification.

Sincerely,

MARK GREENE Digitally signed by MARK GREENE
Date: 2020.10.19 18:57:13 -04'00'

Mark Greene, Ph.D.
Technology and Standards Division Director
Office of Research, Evaluation and Technology
National Institute of Justice

TYR TACTICAL® HARD ARMOR PLATE



TYR TACTICAL® LEVEL III+ HA3/ST PLATE

SPECIFICATIONS:

APPLICATION	Tactical Body Armor, External Pocket Carriers, Plate Carriers and Concealable Body Armor
TESTING STANDARD	NIJ 0101.06
PROTECTION LEVEL	Certified Level III In-Conjunction & Special Threats
CONFIGURATION	In-Conjunction with NIJ Level II or above
PLATE THICKNESS	.82 in / 20.83 mm
BUOYANCY	Positive
CURVATURE	Multi Curve
MATERIALS	UHMWPE & Elastomeric Urethane Foam
COVER	Black Polyurea
THREATS	5.56 x 45-mm, 55-grain M193 Ball* 7.62 x 39-mm, 123-grain PS Ball* 7.62 x 51-mm, 149-grain M80 FMJ* *Special Threat Testing conducted in accordance with an abbreviated and modified NIJ Standard 0101.04
WEIGHTS	1.97 - 3.14 lbs.

TYR-HA3/ST

AVAILABLE SIZES:

XSmall:	6.87" x 11.12"	Large:	10" x 13"
Small:	8.5" x 11.5"	XLarge:	10.9" x 13.8"
Medium:	9.3" x 12.3"		

1.) WARRANTY AND WARRANTY PERIOD: Subject to the terms and conditions set forth in this Limited Warranty, TYR TACTICAL, LLC ("TYR TACTICAL") warrants that all products provided hereunder (exclusive of spare parts) shall be free from defects in material and workmanship under normal use for a period of one (1) year from the date of purchase, that any outer shell carrier shall be free from defects in material and workmanship under normal use for a period of two (2) years from the date of purchase, and armored components shall be free from defects in material and workmanship under normal use for a period of five (5) years from the date of purchase. The warranty for spare parts shall be for ninety (90) days from date of purchase. All warranties are subject to the following conditions: (a) abuse, misuse, unauthorized repair, inadequate or improper maintenance, improper storage, alteration of the product, or similar inappropriate conduct by buyer or any user shall void the warranty; and (b) buyer must notify TYR TACTICAL of any claim for breach of warranty within ten (10) days after the claim arises. This Limited Warranty does not extend to any defect which arises as a result of causes external to the products which are not covered by warranty or which arise out of the installation or use of parts not authorized by TYR TACTICAL.

2.) OTHER LIMITATIONS: This Limited Warranty does not cover and is void as to:

- A. Any ballistic material that has been altered or modified in any way other than TYR TACTICAL authorized factory alterations;
- B. Any ballistic material not in a TYR TACTICAL outer-shell carrier;
- C. Penetration as a result of ballistic testing; or the results of any specific ballistic testing.

3.) REMEDY: Buyer's exclusive remedy against TYR TACTICAL shall be for TYR TACTICAL to repair or replace any defective products during the applicable warranty period, and any such repair, replacement or remedy shall be at no charge to Buyer. No other remedies (including, but not limited to, incidental or consequential damages for lost profits, lost sales, or any other incidental or consequential loss) shall apply to the sale of the product to Buyer.

4.) DISCLAIMER: THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, EXCEPT FOR ANY WARRANTIES SET FORTH IN THIS LIMITED WARRANTY, ARE EXCLUDED AND DISCLAIMED AND SHALL NOT APPLY TO THE PRODUCTS SOLD.

5.) NO CONSEQUENTIAL DAMAGES/LIMITATION OF LIABILITY: NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, TYR TACTICAL SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO BUYER OR ANY USER OF THE PRODUCTS FOR ANY LOSS OF TIME, INCONVENIENCE, EXPENSES, COSTS, OR OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, LOSS PROFITS, PUNITIVE OR INDIRECT DAMAGES ARISING OUT OF OR RELATING TO, DIRECTLY OR INDIRECTLY, THIS LIMITED WARRANTY OR ANY DEFECT IN MATERIAL OR WORKMANSHIP, EVEN IF TYR TACTICAL HAS BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT SHALL TYR TACTICAL'S LIABILITY TO BUYER FOR ANY BREACH OF THIS LIMITED WARRANTY EXCEED THE AGGREGATE PRICE OF THE PRODUCTS PURCHASED BY BUYER HEREUNDER.

6.) OTHER TERMS: Should the soft body armor ballistic panel cover be compromised (cut, torn or worn through), it should not be worn and immediately returned to TYR TACTICAL for inspection and repair. If the damage is the result of normal wear and tear during the applicable warranty period, the damage will be repaired free of charge. If however, the damage is the result of improper care, storage or abuse, determined solely by TYR TACTICAL, then TYR TACTICAL will advise the owner of recommended repair or replacement costs. In any event, the owner will be responsible for the cost of returning the vest to the factory. The armored components of this system are bullet resistant and are designed to reduce the possibility of serious physical injury including death to the wearer in the areas covered by ballistic material. However, the armored components are not bulletproof and cannot protect against all threats. The wearer should not take any greater risk during a tactical situation when wearing TYR TACTICAL body armor. There is always the chance of bullet penetration. Serious injury or death can also be caused by impact forces. There is NO protection where there is no ballistic material. When worn, the ballistic material is warranted to be bullet resistant for the life of the warranty under the normal wear conditions and proper maintenance. There should be no expectation of bullet resistance in areas not covered by the ballistic material. The ballistic material is not warranted to be bulletproof and this Limited Warranty does not guarantee that the user of the products will be protected from injury.

7.) DISPUTES: All disputes arising from the application and/or interpretation of this Limited Warranty shall be governed by and subject to the laws (except the choice of law principles) of the State of Arizona, United States and exclusive jurisdiction of the courts of Maricopa County, Arizona and/or the U.S. District Court for the District of Arizona.

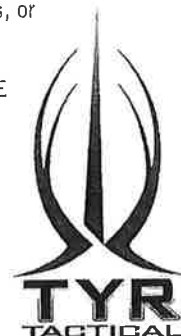
8.) SEVERABILITY: If any provision of this Limited Warranty or portion thereof is determined by a court of competent jurisdiction to be wholly or partially unenforceable for any reason, such provision or portion thereof shall be considered separate from the remainder of this Limited Warranty, which shall remain in full force and effect. Any court of competent jurisdiction is authorized to "blue-pencil" any unenforceable or unreasonable portion of this Limited Warranty to eliminate grammatically severable words, phrases, sentences, or paragraphs to the minimal extent necessary in order to render the remaining language enforceable and reasonable.

9.) CLAIMS: FOR CLAIMS MADE PURSUANT TO THIS LIMITED WARRANTY, PLEASE PROVIDE WRITTEN NOTICE TO THE ADDRESS BELOW.

WWW.TYRTACTICAL.COM

9330 N 91ST AVE
PEORIA, AZ 85345
623-240-1400 PHONE
623-240-1428 FAX

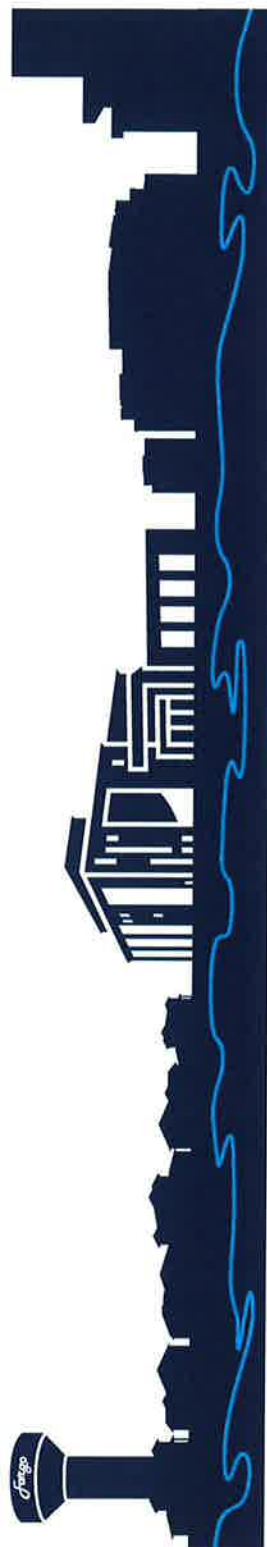
JOIN US ON OUR SOCIAL MEDIA OUTLETS:



Dr. Tim Mahoney

Mayor

THE CITY OF FARGO



(17)

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR
TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR JB

DATE: MARCH 4, 2021

RE: 2020 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. Fargo will receive \$789,067 in CDBG (CFDA #14.218 – grant number B-20-MC-38-0001) and \$495,115 in HOME (CFDA #14.239 – grant number M-20-MC-38-0220) to be used to support housing, community and economic development activities, and assistance for low and moderate income and special needs populations.

RECOMMENDED MOTION: Accept the 2020 Community Development Block Grant and HOME Partnership allocations to the City of Fargo from the U.S. Department of Housing and Urban Development.



Funding Approval/Agreement



Title I of the Housing and Community Development Act (Public Law 930383)
HI-00515R of 20515R

U.S. Department of Housing and Urban Development
Office of Community Planning and Development
Community Development Block Grant Program


OMB Approval No. 2506-0193
exp 5/31/2018

1. Name of Grantee (as shown in item 5 of Standard Form 424) Fargo	3a. Grantee's 9-digit Tax ID Number 456002069	3b. Grantee's 9-digit DUNS Number 070265871
2. Grantee's Complete Address (as shown in item 5 of Standard Form 424) 200 North 3rd Street Fargo, ND 58102-0000	4. Date use of funds may begin 05/01/2020	
	5a. Project/Grant No. 1 B-20-MC-38-0001	6a. Amount Approved \$789,067
	5b. Project/Grant No. 2	6b. Amount Approved

Grant Agreement: This Grant Agreement between the Department of Housing and Urban Development (HUD) and the above named Grantee is made pursuant to the authority of Title I of the Housing and Community Development Act of 1974, as amended, (42 USC 5301 et seq.). The Grantee's submissions for Title I assistance, the HUD regulations at 24 CFR Part 570 (as now in effect and as may be amended from time to time), and this Funding Approval, including any special conditions, constitute part of the Agreement. Subject to the provisions of this Grant Agreement, HUD will make the funding assistance specified here available to the Grantee upon execution of the Agreement by the parties. The funding assistance specified in the Funding Approval may be used to pay costs incurred after the date specified in item 4 above provided the activities to which such costs are related are carried out in compliance with all applicable requirements. Pre-agreement costs may not be paid with funding assistance specified here unless they are authorized in HUD regulations or approved by waiver and listed in the special conditions to the Funding Approval. The Grantee agrees to assume all of the responsibilities for environmental review, decision making, and actions, as specified and required in regulations issued by the Secretary pursuant to Section 104(g) of Title I and published in 24 CFR Part 58. The Grantee further acknowledges its responsibility for adherence to the Agreement by sub-recipient entities to which it makes funding assistance hereunder available.

U.S. Department of Housing and Urban Development (By Name) Katy Burke		Grantee Name (Contractual Organization) Fargo (City Of Fargo, C/O City Audit)	
Title CPD Director		Title	
Signature  Recoverable Signature	Date (mm/dd/yyyy) 03/02/2021	Signature 	Date (mm/dd/yyyy)

7. Category of Title I Assistance for this Funding Action: Entitlement, Sec 106(b)	8. Special Conditions (check one) <input type="checkbox"/> None <input checked="" type="checkbox"/> Attached	9a. Date HUD Received Submission 02/05/2021	10. check one <input checked="" type="checkbox"/> a. Orig. Funding Approval <input type="checkbox"/> b. Amendment Amendment Number
		9b. Date Grantee Notified 03/02/2021	
		9c. Date of Start of Program Year 05/01/2020	
11. Amount of Community Development Block Grant			
		FY (2020)	FY (2019)
a. Funds Reserved for this Grantee		\$789,156	\$ 31
b. Funds now being Approved		\$789,036	
c. Reservation to be Cancelled (11a minus 11b)		-\$ 120	

12a. Amount of Loan Guarantee Commitment now being Approved N/A	12b. Name and complete Address of Public Agency City Of Fargo, C/O City Audit 200 North 3rd Street Fargo, ND 58102-0000
Loan Guarantee Acceptance Provisions for Designated Agencies: The public agency hereby accepts the Grant Agreement executed by the Department of Housing and Urban Development on the above date with respect to the above grant number(s) as Grantee designated to receive loan guarantee assistance, and agrees to comply with the terms and conditions of the Agreement, applicable regulations, and other requirements of HUD now or hereafter in effect, pertaining to the assistance provided it.	12c. Name of Authorized Official for Designated Public Agency N/A
	Title N/A
	Signature 

HUD Accounting use Only

Batch	TAC	Program Y	A	Reg	Area	Document No.	Project Number	Category	Amount	Effective Date (mm/dd/yyyy)	F
	153										
	176										
		Y					Project Number		Amount		
		Y					Project Number		Amount		
Date Entered PAS (mm/dd/yyyy)		Date Entered LOCCS (mm/dd/yyyy)		Batch Number		Transaction Code		Entered By		Verified By	

- (a) The period of performance for the funding assistance specified in the Funding Approval ("Funding Assistance") shall begin on the date specified in item 4 and shall end on September 1, 2027. The Grantee shall not incur any obligations to be paid with such assistance after September 1, 2027.
- (b) The Recipient shall attach a schedule of its indirect cost rate(s) in the format set forth below to the executed Agreement that is returned to HUD. The Recipient shall provide HUD with a revised schedule when any change is made to the rate(s) described in the schedule. The schedule and any revisions HUD receives from the Recipient shall be incorporated herein and made a part of this Agreement, provided that the rate(s) described comply with 2 CFR part 200, subpart E.

<u>Administering Department/Agency</u>	<u>Indirect cost rate</u>	<u>Direct Cost Base</u>
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____
_____	_____ %	_____

Instructions: The Recipient must identify each agency or department of the Recipient that will carry out activities under the grant, the indirect cost rate applicable to each department/agency (including if the de minimis rate is used per 2 CFR §200.414(f)), and the type of direct cost base to which the rate will be applied (for example, Modified Total Direct Costs (MTDC)). Do not include indirect cost rates for subrecipients.

- (c) In addition to the conditions contained on form HUD 7082, the grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Dun and Bradstreet Data Universal Numbering System (DUNS); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 CFR part 25, Universal Identifier and General Contractor Registration; and 2 CFR part 170, Reporting Subaward and Executive Compensation Information.
- (d) The grantee shall ensure that no CDBG funds are used to support any Federal, State, or local projects that seek to use the power of eminent domain, unless eminent domain is employed only for a public use. For the purposes of this requirement, public use shall not be construed to include economic development that primarily benefits private entities. Any use of funds for mass transit, railroad, airport, seaport or highway projects as well as utility projects which benefit or serve the general public (including energy-related, communication-related, water- related and wastewater-related infrastructure), other structures designated for use by the general public or which have other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfield as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Public Law 107-118) shall be considered a public use for purposes of eminent domain.
- (e) The Grantee or unit of general local government that directly or indirectly receives CDBG funds may not sell, trade, or otherwise transfer all or any such portion of such

funds to another such entity in exchange for any other funds, credits or non-Federal considerations, but must use such funds for activities eligible under title I of the Act.

- (f) E.O. 12372-Special Contract Condition - Notwithstanding any other provision of this agreement, no funds provided under this agreement may be obligated or expended for the planning or construction of water or sewer facilities until receipt of written notification from HUD of the release of funds on completion of the review procedures required under Executive Order (E.O.) 12372, Intergovernmental Review of Federal Programs, and HUD's implementing regulations at 24 CFR Part 52. The recipient shall also complete the review procedures required under E.O. 12372 and 24 CFR Part 52 and receive written notification from HUD of the release of funds before obligating or expending any funds provided under this agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under E.O. 12372 and implementing regulations.
- (g) CDBG funds may not be provided to a for-profit entity pursuant to section 105(a)(17) of the Act unless such activity or project has been evaluated and selected in accordance with Appendix A to 24 CFR 570 - "Guidelines and Objectives for Evaluating Project Costs and Financial Requirements." (Source - P.L. 113-235, Consolidated and Further Continuing Appropriations Act, 2015, Division K, Title II, Community Development Fund).

Funding Approval and HOME

Investment Partnerships Agreement Page 102 Title II of the National Affordable Housing Act



1. Participant Name and Address City Of Fargo, C/O City Audit 200 North 3rd Street Fargo, ND 58102-0000		2. Grant Number M20-MC380220 <hr/> 3a Tax Identification Number 456002069 <hr/> 3b. Unique Entity Identifier (formerly DUNS) 070265871 <hr/> 4. Appropriation Number 860/30205 <hr/> 5. FY (yyyy) 2020	
6. Previous Obligation (Enter "0" for initial FY allocation)		\$0	
a. Formula Funds		\$495,115	
b. Community Housing Development Org. (CHDO) Competitive			
7. Current Transaction (+ or -)		\$495,115	
a. Formula Funds		\$495,115	
1. CHDO (For deobligations only)		\$	
2. Non- CHDO (For deobligations only)			
b. CHDO Competitive Reallocation or Deobligation		\$	
8. Revised Obligation			
a. Formula Funds			
b. CHDO Competitive Reallocation		\$	
9. Special Conditions (check applicable box) <input checked="" type="checkbox"/> Not applicable <input type="checkbox"/> Attached		10. Date of Obligation (HUD Official's Date of Signature) 03/02/2021	
11. Indirect Cost Rate*		12. Period of Performance 03/02/2021 - 09/01/2028	
<u>Administering Agency/Dept.</u>	<u>Indirect Cost Rate</u>	<u>Direct Cost Base</u>	
—	—%		
—	—%		
—	—%		
—	—%		

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

This Agreement between the Department of Housing and Urban Development (HUD) and the Participating Jurisdiction/Entity is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.). The Participating Jurisdiction's /Entity's approved Consolidated Plan submission/Application and the HUD regulations at 24 CFR Part 92 (as is now in effect and as may be amended from time to time) and this HOME Investment Partnership Agreement, form HUD-40093, including any special conditions, constitute part of this Agreement. Subject to the provisions of this Agreement, HUD will make the funds for the Fiscal Year specified, available to the Participating Jurisdiction/Entity upon execution of this Agreement by the parties. All funds for the specified Fiscal Year provided by HUD by formula reallocation are covered by this Agreement upon execution of an amendment by HUD, without the Participating Jurisdiction's execution of the amendment or other consent. HUD's payment of funds under this Agreement is subject to the Participating Jurisdiction's/Entity's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502. To the extent authorized by HUD regulations at 24 CFR Part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Participating Jurisdiction/Entity without the Participating Jurisdiction's/Entity's execution of the amendment or other consent. The Participating Jurisdiction/Entity agrees that funds invested in affordable housing under 24 CFR Part 92 are repayable when the housing no longer qualifies as affordable housing. Repayment shall be made as specified in 24 CFR Part 92. The Participating Jurisdiction agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix A to 2 CFR part 25, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 1st of the 5th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the account will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552. The grantee shall not incur any obligations to be paid with such assistance after the end of the Period of Performance.

13. For the U.S. Department of HUD (Name and Title of Authorized Official) Katy Burke, CPD Director	14. Signature <div style="text-align: center;"> <input checked="" type="checkbox"/> Recoverable Signature  X </div>	15. Date 03 /02 /2021
16. For the Participating Jurisdiction/Entity (Name and Title of Authorized Official)	17. Signature <div style="text-align: center;">  X </div>	18. Date / /

19. Check one:

☒ Initial Agreement ☐ Amendment # 1

20. Funding Information: **HOME**

Source of Funds	Appropriation Code	PAS Code	Amount
2020	860/30205	HMF (H)	\$491,209
2019	869/20205	HMF (G)	\$3,906



MEMORANDUM

TO: CITY COMMISSION

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*

DATE: MARCH 4, 2021

RE: 2021 FIRSTLINK CONTRACT, CONTINUATION OF COVID-19 QUARANTINE AND SUPPORT ACTIVITIES

Since May 2020, the City has provided Red River Task Force (RRTF) funds for Firstlink to increase staffing of its 2-1-1 hotline due to increased call volumes related to COVID-19. The City Commission approved an allocation of up to \$40,000 of RRTF COVID-19 funds on May 18, 2020. The 2-1-1 hotline experienced record breaking numbers in 2020 as it connected people to critical community resources and provided 24/7 mental health support.

To continue this partnership, staff is recommending funding \$54,000 for two activities:

- 1) \$42,000 for evening/overnight staffing for their 2-1-1 hotline for 12 months; and
- 2) \$12,000 for staffing for 4 months for intake at Covid-19 and winter overflow homeless shelter

Both these activities were approved at November 30, 2020 Finance Committee and the agreement was approved at March 1, 2021 Finance Committee through sole source procurement (SSP #21053). Funds are available through CARES Act general allocation and would be set up as a new project activity as we support this work into 2021, as coordinated with Finance Department staff.

Recommendation:

Approve executing attached agreement with FirstLink to provide \$54,000 for Covid-19 responses efforts in 2021.



Subrecipient Agreement **Between the City of Fargo & FirstLink**

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Subrecipient Agreement Between the City of Fargo & AADA

THIS AGREEMENT is entered into this 1st day of January, 2021, (the "Commencement Date") by and between the City of Fargo (the "City"), a North Dakota municipal corporation, and the FirstLink, a North Dakota non-profit organization (the "Subrecipient").

WHEREAS, the City is willing to make available up to **\$54,000** from various sources, including its Social Service funds and/or any COVID-19 CARES grant funds, for the purposes outlined herein, in particular for low income and vulnerable populations; and

WHEREAS, the City wishes to engage the non-profit Subrecipient to respond to COVID-19, by connecting individuals with critical community resources and crisis and suicide support services through its 24-hour 2-1-1 helpline.

NOW, THEREFORE, for and in consideration of the monies to be received, covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Program Delivery

As a condition of receiving this sub-award, the Subrecipient will administer funds in response to, preparation for, and in the prevention of the spread of COVID-19 as it relates to needs associated with quarantine, isolation, and public health of citizens directly and indirectly affected by Covid-19. The work performed shall be in a manner satisfactory to the City and consistent with the terms and conditions of this Agreement. The Program will include the following activities:

1. Provide evening, overnight, and/or weekend staffing for its resource hotline
2. Provide staffing to support intake related to Covid-19 and/or winter sheltering

1. Criteria for Households Served

All beneficiaries must be directly or indirectly affected by Covid-19.

2. Levels of Accomplishment – Goals & Performance Measures

The Subrecipient will submit a quarterly benefit data report to the City of Fargo, including the number of clients served.

3. Performance Monitoring

The City will monitor the performance of the Subrecipient against the requirements of this Agreement, including timeframes, goals, and performance standards. Substandard performance as determined by the City will constitute noncompliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period after notification by the City, suspension or termination procedures will be initiated. If at any time the actual

performance outcomes vary greatly from the goals, an amendment to either the goals or funding amount may be performed.

II. BUDGET & USE OF FUNDS

The funds shall be used according to the budget submitted by the Subrecipient. The Subrecipient may revise its City funds up to 10% of the total grant amount per category, excluding administrative fee. Anything more will require approval from City staff, in writing.

Item	Total
Evening/overnight/weekend staff (12 mos)	\$42,000
Covid/winter shelter support staff (4 mos)	\$12,000
TOTAL	\$54,000

III. PAYMENT

A. General Payment Terms

1. Maximum Amount

The total amount to be paid by the City under this Agreement shall not exceed \$54,000. Indirect costs and travel expenses are not billable expenses for this project.

2. Requests for Payment

The Subrecipient will submit to the City requests for payments of activities under this Agreement and consistent with the approved budget. Requests for payment will be by reimbursement only. Categories will be outlined in the request or invoice. Requests for payment must include documentation for each expense payment is requested (e.g. receipts, invoices).

3. Payment

The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient not to exceed the actual cash requirements. Payment requests for eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with applicable performance criteria. The Subrecipient must submit an invoice to the City of Fargo for reimbursement of expense within 90 days of expense. Payments will be made within 14 days of the City accepting an invoice. If the City requests any additional items or information regarding an invoice, payment may be delayed. The City reserves the right to liquidate funds available under this agreement for costs incurred by the City on behalf of the Subrecipient.

B. Duplication of Benefits

In consideration of Subrecipient's funds from the City, the Subrecipient hereby assigns to the City all of its future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies of any type or coverage or under any reimbursement or relief program related to or administered by the Federal Emergency Management Agency or the Small Business Administration or other program to the extent of proceeds paid to Subrecipient under this Agreement and that are determined in the sole discretion of the City to be a duplication of benefits ("DOB"). This shall be defined as financial assistance, available to the Subrecipient, which can be used to pay for the costs described under Section III. Budget & Use of Funds for the scope of work described in this agreement that are to be paid for by this grant.

Upon receiving any proceeds from other relief programs or loan programs for this scope of work, that were not already described in the grant application, Subrecipient agrees to immediately notify the City. If some or all of the proceeds are determined to be a DOB, the portion that is a DOB shall be paid to the City forthwith.

IV. GENERAL CONDITIONS

A. Indemnification & Hold Harmless

The Subrecipient agrees to indemnify and hold harmless the City and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property resulting solely from the negligent acts or omissions of the Subrecipient, or the Subrecipient's contractors, successors, or assigns in connection with the work on the property, and the Subrecipient will, at the Subrecipient's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such matter or claim(s). This Agreement to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any reasonable attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This indemnification provision will survive the termination of this Agreement and any subsequent agreements of the parties contemplated herein. Notwithstanding anything to the contrary contained herein, the Subrecipient's obligation hereunder shall not apply to the extent such liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property, are a result of the acts or omissions of the City.

B. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect Agreement assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Subrecipient shall include the City as an additional insured on any insurance policy issued to comply with the requirements of this provision.

C. Conflict of Interest

The Subrecipient agrees to the following:

- The Subrecipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts.
- No employee, officer or agent of the Subrecipient shall participate in the selection, or in the award, or administration of, a contract if a conflict of interest, real or apparent, would be involved.
- No covered persons who exercise or have exercised any functions or responsibilities with respect to City-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the City-assisted activity, or with respect to the proceeds from the City-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the City, the Subrecipient, or any designated public agency.

V. ADMINISTRATIVE REQUIREMENTS

A. Quarterly Reports

The Subrecipient will submit quarterly benefit data reports to the City of Fargo, including the number of clients served.

B. Procurement/Purchasing Requirements

Should the Subrecipient need to make any purchases with any portion of the City funds received under this Agreement, the following must be used.

1. Compliance

Per the City Purchase Policy's Emergency Purchase provision, the Subrecipient shall obtain at least one fair and reasonable quote for all purchases under \$150,000.


2. Assurances

The Subrecipient agrees to use grant funds for the purposes authorized by the City of Fargo. The Subrecipient further agrees to comply with the assurances, attached as Exhibit "A", and made a part of this agreement, which are required by the North Dakota Department of Health for all grants.

VI. ENTIRE AGREEMENT

The provisions as set forth in items I-VII, and all attachments of this agreement constitute the entire agreement between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

FIRSTLINK



Cindy Miller, CEO

CITY OF FARGO

Timothy J. Mahoney, M.D., Mayor

VII. EXHIBIT A – Requirements & Subrecipient Assurances Agreement

REQUIREMENTS AND SUBRECIPIENT ASSURANCES AGREEMENT BETWEEN CITY OF FARGO AND SUBRECIPIENT FOR THE PERIOD JANUARY 1, 2021 THROUGH DECEMBER 30, 2021

SECTION ONE: REQUIREMENTS

1. SUBRECIPIENT'S UNDERSTANDING OF TERM OF FUNDING

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

2. AUTHORITY TO CONTRACT

Subrecipient may not assign or otherwise transfer or delegate any right or duty without Grantors express written consent. Subrecipient may not enter into subcontracts. Subrecipient does not have authority to contract for or incur obligations on behalf of Grantor.

3. INDEPENDENT ENTITY

Subrecipient is an independent entity under this grant and is not a Grantor employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Subrecipient retains sole and absolute discretion in the manner and means of carrying out Subrecipient's activities and responsibilities under this Grant.

4. STATE AUDIT REQUIREMENTS

All records, regardless of physical form and the accounting practices and procedures of Subrecipient relevant to this Agreement are subject to examination by the North Dakota Department of Health, the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Subrecipient shall maintain all of these records for at least three (3) years following completion of this Grant and be able to provide them upon reasonable notice. Grantor, State Auditor, or Auditor's designee shall provide reasonable notice to Subrecipient prior to conducting examination.

5. RETENTION OF RECORDS

Subrecipient agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Subrecipient must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Subrecipient that are pertinent to the services provided under this agreement. Program Records must be maintained for a period of six years or until an audit is completed and closed, whichever comes first.

6. TERMINATION

a) Termination by Mutual Agreement

This Grant may be terminated by mutual consent of both parties executed in writing.

b) Early Termination in the Public Interest

Grantor 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, Grantor, in its sole discretion, by

written notice to SUBRECIPIENT, may terminate this Agreement in whole or in part. 2020 Notice of Grant Award Requirements Addendum and Subrecipient Assurances

c) Termination for Lack of Funding or Authority

Grantor by written notice to Subrecipient may terminate the whole or any part of this Agreement 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

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

- 1) If Subrecipient fails to provide services required by this Agreement within the time specified or any extension agreed to by Grantor; or
- 2) If Subrecipient 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 Grantor provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. CONTINGENT LIABILITY

During the term of this agreement, and for three years after this agreement expires or is terminated, Subrecipient agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this grant to the extent those claims are disallowed by any federal agency for failure on the part of Subrecipient to comply with this grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Subrecipient prompt written notice of any disallowed claims subject to reimbursement by Subrecipient. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

8. DELAY OR DEFAULT FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the Party's reasonable control and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

9. NOTICE

All notice or other communication required under this grant must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

GRANTOR	SUBRECIPIENT
Nicole Crutchfield, Planning Director	Cindy Miller
City of Fargo	FirstLink
225 4th Street North	4357 13 Ave S #107L
Fargo, ND 58102	Fargo, ND 58103

NOTE: This section is to be completed by the Subrecipient prior to returning to the Grantor.

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

10. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between the Subrecipient and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this grant. No alteration, amendment, or modification of this grant is effective unless it is reduced to writing, signed by the parties, and attached to the grant. If any term of this grant is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this grant did not contain that term.

11. COLLATERAL CONTRACTS

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

12. WORKS FOR HIRE

Subrecipient 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 Grantor all rights and interests Subrecipient 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 Subrecipient in performance of this Agreement for Grantor shall be the sole property of Grantor, and Subrecipient hereby assigns and transfers all its right, title, and interest therein to Grantor. Subrecipient shall execute all necessary documents to enable Grantor to protect Grantor's intellectual property rights under this section.

13. WORK PRODUCT

All work product or materials created for Subrecipient or purchased by Subrecipient under this Grant belong to Subrecipient and must be immediately delivered to Subrecipient at Subrecipient's request upon termination of this Grant.

14. COMPLIANCE WITH PUBLIC RECORDS LAWS

Subrecipient understands that, in accordance with this agreement's Confidentiality clause, Grantor must disclose to the public upon request any records it receives from Subrecipient. Subrecipient further understands that any records obtained or generated by Subrecipient under this agreement may, under certain circumstances, be open to the public upon request under the North Dakota public record law. Subrecipient agrees to contact Grantor promptly upon receiving a request for information under the public records law and to comply with Grantor's instructions on how to respond to the request.

15. CONFIDENTIALITY

Subrecipient agrees not to use or disclose any information it receives from Grantor under this agreement that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this grant, or as authorized by state or federal laws, or as authorized

in advance by Grantor. Grantor agrees not to disclose any information it receives from Subrecipient that Subrecipient has previously identified as confidential and that Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. Any protected health information subject to N.D.C.C. § 23-01.3 or personal health information subject to federal HIPAA regulations may only be released as authorized by those laws. The duty of Subrecipient and Grantor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

Subrecipient and Grantor are both independently responsible under the North Dakota open records law. Except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, N.D.C.C. ch. 44-04, Subrecipient and Grantor must disclose to the public upon request any records received from each other. Subrecipient and Grantor agree to contact the other immediately upon receiving a request for such information under state or federal law. The duty of Grantor and Subrecipient to maintain confidentiality of information under this section continues beyond the Term of this grant.

16. ATTORNEY FEES

If a lawsuit is filed by Grantor to obtain performance due under this grant, and Grantor is the prevailing party, Subrecipient shall pay Grantor's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by N.D.C.C. § 28-26-04 or when Subrecipient is a governmental entity.

17. ALTERNATIVE DISPUTE RESOLUTION — JURY TRIAL

By this award, Grantor does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

18. APPLICABLE LAW AND VENUE

This agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Cass 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.

19. SPECIAL CONDITIONS

Funding will be provided on a reimbursement basis up to the amount awarded in the agreement based on allowable expenditures as identified in section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act. Expenditures incurred related to the Scope of Service for this agreement will be covered as early as January 1, 2021.

20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Subrecipient agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights (See N.D.C.C. Title 34 - Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). Subrecipient agrees to 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. Subrecipient shall have and keep current at all times during the Term of this agreement all licenses and permits required by law. Subrecipient's failure to comply with this section may be deemed a

This agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Cass 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.

21. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this agreement beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this grant. If those appropriations are not forthcoming, Grantor will notify Subrecipient as soon as possible and the agreement will terminate on June 30 of that year. Grantor will neither be penalized nor incur any liability because of termination of the agreement as provided above.

22. SPOILIATION-NOTICE OF POTENTIAL CLAIMS

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

23. EVALUATION

Grantor shall, throughout the effective dates on the agreement, conduct an ongoing evaluation of Subrecipient's performance in carrying out the Scope of Service in the award. Compliance with Contract Requirements and Assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Subrecipient in accomplishing stated goals and objectives.

SECTION TWO: SUBRECIPIENT ASSURANCES

24. ASSURANCES

In connection with furnishing supplies or performing work under this grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this grant including the following:

- a) Fair Labor Standards Act. Equal Pay Act of 1963,
- b) Titles VI and VII of the Civil Rights Act of 1964.
- c) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- d) Age Discrimination Employment Act of 1967.
- e) Age Discrimination Act of 1975,
- f) Drug-free Workplace Act of 1988,
- g) Americans with Disabilities Act of 1990,
- h) Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.
- i) Section 504 of the Rehabilitation Act of 1973.
- j) Executive Order 13043, Increasing Seat Belt Use in the United States, k) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328),
- l) Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))

25. APPLICABLE COSTS

Unless otherwise authorized by federal law, the charges to be made by Subrecipient do not include costs financed by federal monies other than those generated by this agreement.

26. DEBARMENT/SUSPENSION

By signing this agreement, Subrecipient certifies that neither Subrecipient, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

27. APPROVED VENDOR

If not a governmental agency or political subdivision of the State of North Dakota, Subrecipient must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 54-44.4-09.

28. RESTRICTIONS FOR LOBBYING

Subrecipient assures that:

- a) No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement: or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b) Public Law No. 104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or grassroots lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or grass roots' lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

29. SMOKE FREE

Any Subrecipient that conducts business in North Dakota will abide by N.D.C.C. § 23-12-09 through N.D.C.C. § 23-12-11. Further, if Subrecipient is not in North Dakota, Subrecipient will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space.

30. ENERGY AND ENVIRONMENTAL CONSERVATION

Subrecipient must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient. (40CFR 30.44(a)).

31. RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40CFR Parts 247).

32. EQUIPMENT

Subject to the obligations and conditions set forth in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D. §200.313, title to equipment acquired under a grant will vest upon acquisition in the Subrecipient.

33. FEDERAL AUDIT REQUIREMENTS

Subrecipient agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Subrecipient must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. Subrecipient agrees to meet all audit requirements as specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Additionally, Subrecipient agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as but not limited to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is made a part of this grant by reference.


**SUBRECIPIENT CERTIFICATIONS FOR REQUIREMENTS (SECTION ONE) AND SUBRECIPIENT ASSURANCES
(SECTION TWO) FOR ALL NOTICE OF GRANT AWARDS FOR THE PERIOD JANUARY 1, 2021 THROUGH
DECEMBER 30, 2021**

I hereby certify that our organization/agency has agreed upon the conditions of the Requirements Addendum and Subrecipient Assurances applicable to funding received through all grants issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.

I certify that if my organization/agency receives \$750000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.

I certify that the person(s) responsible for authorizing, expending or accounting for grant funds will be provided access to the circulars and grant requirements as specified in Section 33 of the Subrecipient Assurances.

If my organization/agency has grant(s) in place that extend past June 30, 2021, I agree that this Requirements Addendum and Subrecipient Assurances will become a part of the grant(s).

Agency/Organization (Subrecipient) FirstLink		
Name and Title: Cindy Miller, Executive Director		
Address: 4357 13 Ave S #107L		
City: Fargo	State: ND	9 Digit Zip Code: 58103
DUNS Number: 132230371	Federal Taxpayer Identification Number: 45-0419491	
Signature: 		Date: 4/18/21



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

First Link

Estimated Dollar Amount of Purchase:

\$54,000

Is this procurement funded by a federal grant?

perhaps

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

This purchase is a carry over as we still work on the pandemic and community response. The purchase was pre-approved through emergency policy, but as we progress into 2021 we want to set up a new contract as the funding source is different.

This work is to staff overnight and support at 211 to assist with emergency response for citizens seeking support. It is the only service in our community that is serviced 24/7.

This is a team we count on as a community to address personal emergency responses. Responses include suicide prevention and resource assistance for people in need. This year, several new programs and sheltering programs are being set up to support citizens as a response to the pandemic. As such, their call volume has increased dramatically. In addition, they are train staff to work a call center to handle direct communications on behalf of the City of Fargo and service providers.

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. **)

Collectively in the community, they are the lead agency to address community emergency needs that are not EMT needed.

****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)

N/A

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

N/A

Signature: Nicole Crutchfield
Digitally signed by Nicole Crutchfield
DN: cn=Nicole Crutchfield, o, ou,
email=ncrutchfield@fargond.gov, c=US
Date: 2021.02.23 18:45:14 -06'00'
(Requestor)

Printed Name: Nicole Crutchfield

Department: Planning

Title: Planning Director

Date: 02/23/21

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.

NC (Requestor initials)

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M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR *NC*
TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR

DATE: MARCH 4, 2021

RE: APPROVE CONTRACT BETWEEN CITY OF FARGO AND MDM CONSTRUCTION, LLC. AND STONE GROUP ARCHITECTS INC. FOR CONSTRUCTION SERVICES AT TEMPORARY OVERFLOW SHELTER AT 1015 30TH AVE SOUTH MOORHEAD

On December 14, the City Commission approved the activity to execute a lease to operate winter sheltering at 1015 40th Ave S, Moorhead and to allocate up to \$450,000 for emergency winter sheltering, including \$300,000 for construction and operations. In accordance, to retrofit the building to achieve Fire and Building Code compliance, staff is seeking approval of contracts with MDM Construction, LLC and Stone Group Architects Inc. The total is not to exceed \$239,835.

MDM Construction, LLC, and its architect Stone Group Architects Inc. was procured through a Finance Committee approval of sole source contract services (SSP #21021 and SSP #21022). These consultants were previously coordinating the retrofit at the Engagement Center (the former PD building) and were procured as part of that project.

RECOMMENDED MOTION: Approve the contracts between the City of Fargo and MDM Construction, LLC and Stone Group Architects Inc.



**Contractor Agreement
Between the
City of Fargo & MDM Construction, LLC.**

THIS AGREEMENT is entered into this ____ day of _____, 20__, by and between the City of Fargo [hereinafter "City"], a North Dakota municipal corporation, and MDM Construction, LLC., a North Dakota limited liability corporation [hereinafter "Contractor" and/or "Subrecipient"].

WHEREAS, the City wishes to hire the Contractor to make facility improvements related to emergency winter homeless sheltering at the building located at **1015 30th Ave S, Moorhead, MN**, pursuant to the terms and conditions set forth in this Agreement; and

NOW THEREFORE, in consideration of the parties' mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties hereto agree as follows:

1. Agreement

This Agreement is made for the purpose of hiring the Contractor to make facility improvements at 1015 30th Ave S, Moorhead, MN, through the use of COVID-19 funds outlined herein.

2. Scope of Work

See Exhibit A – Scope of Work.

3. Contract Sum

The City will pay the Contractor as quoted in the attached quote form (Exhibit A), unless work changes are required.

4. Term of the Agreement

This Agreement shall be deemed to be effective as of the date and year first above-written or, if the date and year is not completed above, then this Agreement shall be deemed effective on the date last signed below [the "Effective Date"]. This Agreement shall last until the Contractor has satisfactorily completed the Scope of Work outlined in Exhibit A, **not to extend past March 19, 2021.**

5. Suspension or Termination of the Agreement

The City may suspend or terminate this Agreement if the Contractor materially fails to comply with any terms of this Agreement, which includes, but is not limited to, the following:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the Contractor to fulfill, in a timely and proper manner, its obligations under this Agreement; or
- c) Ineffective or improper use of the funds provided under this Agreement.

This Agreement may also be terminated for convenience by either the City or the Contractor, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. Penalties, as set forth in this Agreement and as allowed by law, will apply.

Additional termination obligations are set forth in Exhibit B, Requirements and Subrecipient Assurances Agreement, which must be signed.

6. Termination of City's Obligations

The City's obligations under this Agreement will terminate if the Contractor fails to comply with the terms and conditions of this Agreement.

Additional termination obligations are set forth in Exhibit B, Requirements and Subrecipient Assurances Agreement.

7. Amendments

The City or Contractor may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Contractor from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform to federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change of funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.

8. General Conditions

a) Indemnification & Hold Harmless

The Contractor agrees to indemnify and hold harmless the City and any of its officers, employees, contractors, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property resulting from the negligent acts or omissions of the Contractor, or the Contractor's contractors, successors, or assigns in connection with the work on the Property, and the Contractor will, at the Contractor's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such above-mentioned matter or claim(s). This Agreement to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This indemnification provision will survive the termination of this Agreement and any subsequent agreements of the parties contemplated herein.

b) Insurance & Bonding

The Contractor shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Contractor shall include the City as an additional insured on any insurance policy issued to comply with the requirements of this provision.

c) Conflict of Interest

The Contractor agrees to abide by the provisions including (but are not limited to) the following:

- i. The Contractor shall maintain standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by these funds.
- ii. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by federal funds if a conflict of interest, real or apparent, would be involved.
- iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to federally-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the assisted activity, or with respect to the proceeds from the assisted activity,

either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the City, the Contractor, or any designated public agency.

- d) Lien Waivers
Contractor shall protect, defend and indemnify the City from any claims for unpaid work, labor or materials. Payment shall not be due until the Contractor has delivered to the City complete release of all liens arising out of this contract, or receipts in full covering all labor and materials for which a lien could be filed, or a bond satisfactory to the City indemnifying them against any lien. The form of lien waiver may be supplied by the City.
- e) Changes in Work/Claims for Extra Cost
No modifications of this contract shall be made except by written instrument, signed by the Contractor, accepted and approved by the City. No claim for extra work or cost shall be allowed unless the same was done in pursuit of a written order of the City, as aforesaid, and the claim presented with the first payment request after the changed or extra work is done. The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost when requested by the City, and give the City access to accounts relating thereto.
- f) General Guarantee
The Contractor shall remedy any defect due to faulty material or workmanship and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from final payment. Further, Contractor will furnish the City with all manufacturer's and supplier's written guarantees and warranties covering materials and equipment furnished under this contract.
- g) Permits, Codes, & Inspections
Contractor will secure all necessary permits and licenses required to do the work and to comply with all building and code regulations and ordinances whether or not covered by the specifications and drawings for the work. All building code inspections are to be completed.
- h) Expenses
Contractor shall be responsible for all expenses incurred while performing services under this Agreement (i.e., vehicles, tools, insurance, repairs to tools, weather delays, etc.).
- i) Provisions for City
City will permit the Contractor to use, at no cost, existing utilities such as light, heat, power and water necessary to the carrying out and completion of the work. Further, City will cooperate with the Contractor to facilitate the performance of the work, including the removal and replacement of furniture as necessary.
- j) Occupancy Provisions
The premises are to be occupied or vacant during the course of the construction work only as agreed upon by both parties. Contractor and Contractor's employees shall be respectful of occupants, staff, and property.
- k) Condition of Premises
Contractor agrees to keep the premises clean and orderly during the course of the work and remove all debris at the completion of the work. Materials and equipment that have been removed and replaced as part of the work shall belong to the Contractor unless stated otherwise in Exhibit A, the Scope of Work.

l) Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the City to verify the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should the work fail to meet approval the work shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at its own expense. Rejected material shall immediately be removed from the site. If, in the opinion of the City, it is undesirable to replace any defective or damaged materials, or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the City and shall be equitable.

m) Subsurface Conditions Found Different

Should the Contractor encounter sub-surface and/or latent conditions at the site materially differing from those in the Scope of Work [Exhibit A], the Contractor shall immediately give notice to the City of such conditions before they are disturbed. The City will there upon promptly investigate the conditions, and if found that they materially differ from those indicated in the Scope of Work [Exhibit A], the City will at once make such changes in the Scope of Work as found to be necessary. Any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Section of the General Conditions.

9. Payment

a) General Payment Terms

i. Requests for Payment

The Subrecipient will submit to the City requests for payments/invoices for work incurred under this Agreement and outlined within the Scope of Work [Exhibit A].

- ii. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient not to exceed the actual cash requirements. Payment requests for eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with applicable performance criteria. The Subrecipient must submit an invoice to the City of Fargo for reimbursement of expenses within 90 days of expense. Payments will be made within 14 days of the City accepting an invoice. If the City requests any additional items or information regarding an invoice, payment may be delayed. The City reserves the right to liquidate funds available under this agreement for costs incurred by the City on behalf of the Subrecipient.

10. Assurances

The Subrecipient agrees to use grant funds for the purposes authorized by the City of Fargo. The Subrecipient further agrees to comply with the assurances, attached as Exhibit "B", and made a part of this agreement, which are required by the North Dakota Department of Health for all grants.

11. Entire Agreement

The provisions as set forth herein, and all attachments of this agreement constitute the entire agreement between the parties. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants, and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

Contractor

SIGNED THE ____ DAY OF

_____, 20____.

MDM Construction, LLC, a limited liability
company

By: _____

Dan Waters

Its: President

City of Fargo

SIGNED THE ____ DAY OF

_____, 20____.

CITY OF FARGO, a North Dakota municipal
corporation

By: _____

Timothy J. Mahoney, M.D.

Its: Mayor

ATTEST:

MCM CONSTRUCTION LLC																	
Moonhead Overflow Shelter																	
1023 30th Ave S, Moonhead MN																	

EXHIBIT B – Requirements & Subrecipient Assurances Agreement

**REQUIREMENTS AND SUBRECIPIENT ASSURANCES AGREEMENT BETWEEN CITY OF FARGO ACTING
THROUGH ITS NORTH DAKOTA DEPARTMENT OF HEALTH (Grantor) NOTICE OF GRANT AWARD
AND SUBRECIPIENT
FOR THE PERIOD NOVEMBER 1, 2020 THROUGH DECEMBER 30, 2021**

SECTION ONE: REQUIREMENTS

1. SUBRECIPIENT'S UNDERSTANDING OF TERM OF FUNDING

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

2. AUTHORITY TO CONTRACT

Subrecipient may not assign or otherwise transfer or delegate any right or duty without Grantors express written consent. Subrecipient may not enter into subcontracts. Subrecipient does not have authority to contract for or incur obligations on behalf of Grantor.

3. INDEPENDENT ENTITY

Subrecipient is an independent entity under this grant and is not a Grantor employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Subrecipient retains sole and absolute discretion in the manner and means of carrying out Subrecipient's activities and responsibilities under this Grant.

4. STATE AUDIT REQUIREMENTS

All records, regardless of physical form and the accounting practices and procedures of Subrecipient relevant to this Agreement are subject to examination by the North Dakota Department of Health, the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Subrecipient shall maintain all of these records for at least three (3) years following completion of this Grant and be able to provide them upon reasonable notice. Grantor, State Auditor, or Auditor's designee shall provide reasonable notice to Subrecipient prior to conducting examination.

5. RETENTION OF RECORDS

Subrecipient agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Subrecipient must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Subrecipient that are pertinent to the services provided under this agreement. Program Records must be maintained for a period of six years or until an audit is completed and closed, whichever comes first.

6. TERMINATION

a) Termination by Mutual Agreement

This Grant may be terminated by mutual consent of both parties executed in writing.

b) Early Termination in the Public Interest

Grantor 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, Grantor, in its sole discretion, by written notice to SUBRECIPIENT, may terminate this Agreement in whole or in part.

c) Termination for Lack of Funding or Authority

Grantor by written notice to Subrecipient may terminate the whole or any part of this Agreement 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

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

- 1) If Subrecipient fails to provide services required by this Agreement within the time specified or any extension agreed to by Grantor; or
- 2) If Subrecipient 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 Grantor provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by *law* or under this Agreement.

7. CONTINGENT LIABILITY

During the term of this agreement, and for three years after this agreement expires or is terminated, Subrecipient agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this grant to the extent those claims are disallowed by any federal agency for failure on the part of Subrecipient to comply with this grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Subrecipient prompt written notice of any disallowed claims subject to reimbursement by Subrecipient. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

8. DELAY OR DEFAULT FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the Party's reasonable control and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

9. NOTICE

All notice or other communication required under this grant must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

GRANTOR	CONTRACTOR
Tia Braseth, Planning Coordinator	Dan Walters, President
City of Fargo	MDM Construction, LLC.
225 4th Street North	2215 Sheyenne St.
Fargo, ND 58102	West Fargo, ND 58078

NOTE: This section is to be completed by the Subrecipient prior to returning to the Grantor.

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

10. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between the Subrecipient and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this grant. No alteration, amendment, or modification of this grant is effective unless it is reduced to writing, signed by the parties, and attached to the grant. If any term of this grant is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this grant did not contain that term.

11. COLLATERAL CONTRACTS

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

12. WORKS FOR HIRE

Subrecipient 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 Grantor all rights and interests Subrecipient 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 Subrecipient in performance of this Agreement for Grantor shall be the sole property of Grantor, and Subrecipient hereby assigns and transfers all its right, title, and interest therein to Grantor. Subrecipient shall execute all necessary documents to enable Grantor to protect Grantor's intellectual property rights under this section.

13. WORK PRODUCT

All work product or materials created for Subrecipient or purchased by Subrecipient under this Grant belong to Subrecipient and must be immediately delivered to Subrecipient at Subrecipient's request upon termination of this Grant.

14. COMPLIANCE WITH PUBLIC RECORDS LAWS

Subrecipient understands that, in accordance with this agreement's Confidentiality clause, Grantor must disclose to the public upon request any records it receives from Subrecipient. Subrecipient further understands that any records obtained or generated by Subrecipient under this agreement may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Subrecipient agrees to contact Grantor promptly upon receiving a request for information under the public records law and to comply with Grantor's instructions on how to respond to the request.

15. CONFIDENTIALITY

Subrecipient agrees not to use or disclose any information it receives from Grantor under this agreement that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this grant, or as authorized by state or federal laws, or as authorized in advance by Grantor. Grantor agrees not to disclose any information it receives from Subrecipient that Subrecipient has previously identified as confidential and that Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. Any protected health information subject to N.D.C.C. § 23-01.3 or personal health information subject to federal HIPAA regulations may only be released as authorized by those laws. The duty of Subrecipient and Grantor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

Subrecipient and Grantor are both independently responsible under the North Dakota open records law. Except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, N.D.C.C. oh, 44-04, Subrecipient and Grantor must disclose to the public upon request any records received from each other. Subrecipient and Grantor agree to contact the other immediately upon receiving a request for such information under state or federal law. The duty of Grantor and Subrecipient to maintain confidentiality of information under this section continues beyond the Term of this grant.

16. ATTORNEY FEES

If a lawsuit is filed by Grantor to obtain performance due under this grant, and Grantor is the prevailing party, Subrecipient shall pay Grantor's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by N.D.C.C. § 28-26-04 or when Subrecipient is a governmental entity.

17. ALTERNATIVE DISPUTE RESOLUTION —JURY TRIAL

By this award, Grantor does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

18. APPLICABLE LAW AND VENUE

This agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Cass 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.

19. SPECIAL CONDITIONS

Funding will be provided on a reimbursement basis up to the amount awarded in the agreement based on allowable expenditures as identified in section 601 (d) of the Social Security Act, as added by section 5001

of the CARES Act. Expenditures incurred related to the Scope of Service for this agreement will be covered as early as November 1, 2020.

20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Subrecipient agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights (See N.D.C.C. Title 34 - Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). Subrecipient agrees to 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. Subrecipient shall have and keep current at all times during the Term of this agreement all licenses and permits required by law. Subrecipient's failure to comply with this section may be deemed a

This agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Cass 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.

21. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this agreement beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this grant. If those appropriations are not forthcoming, Grantor will notify Subrecipient as soon as possible and the agreement will terminate on June 30 of that year. Grantor will neither be penalized nor incur any liability because of termination of the agreement as provided above.

22. SPOILIATION-NOTICE OF POTENTIAL CLAIMS

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

23. EVALUATION

Grantor shall, throughout the effective dates on the agreement, conduct an ongoing evaluation of Subrecipient's performance in carrying out the Scope of Service in the award. Compliance with Contract Requirements and Assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Subrecipient in accomplishing stated goals and objectives.

SECTION TWO: SUBRECIPIENT ASSURANCES

24. ASSURANCES

In connection with furnishing supplies or performing work under this grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this grant including the following:

- a) Fair Labor Standards Act. Equal Pay Act of 1963,

- b) Titles VI and VII of the Civil Rights Act of 1964.
- c) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- d) Age Discrimination Employment Act of 1967.
- e) Age Discrimination Act of 1975,
- f) Drug-free Workplace Act of 1988,
- g) Americans with Disabilities Act of 1990,
- h) Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.
- i) Section 504 of the Rehabilitation Act of 1973.
- j) Executive Order 13043, Increasing Seat Belt Use in the United States, k) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328),
- l) Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))

25. APPLICABLE COSTS

Unless otherwise authorized by federal law, the charges to be made by Subrecipient do not include costs financed by federal monies other than those generated by this agreement.

26. DEBARMENT/SUSPENSION

By signing this agreement, Subrecipient certifies that neither Subrecipient, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

27. APPROVED VENDOR

If not a governmental agency or political subdivision of the State of North Dakota, Subrecipient must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 54-44.4-09.

28. RESTRICTIONS FOR LOBBYING

Subrecipient assures that:

- a) No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement: or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- b) Public Law No. 104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or grassroots lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication,

radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or grass roots' lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

29. SMOKE FREE

Any Subrecipient that conducts business in North Dakota will abide by N.D.C.C. § 23-12-09 through N.D.C.C. § 2312-11. Further, if Subrecipient is not in North Dakota. Subrecipient will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space.

30. ENERGY AND ENVIRONMENTAL CONSERVATION

Subrecipient must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient. (40CFR 30.44(a)).

31. RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40CFR Parts 247).

32. EQUIPMENT

Subject to the obligations and conditions set forth in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D. §200.313, title to equipment acquired under a grant will vest upon acquisition in the Subrecipient.

33. FEDERAL AUDIT REQUIREMENTS

Subrecipient agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Subrecipient must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. Subrecipient agrees to meet all audit requirements as specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Additionally, Subrecipient agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as but not limited to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is made a part of this grant by reference.

SUBRECIPIENT CERTIFICATIONS FOR REQUIREMENTS (SECTION ONE) AND SUBRECIPIENT ASSURANCES (SECTION TWO) FOR ALL NOTICE OF GRANT AWARDS FOR THE PERIOD NOVEMBER 1, 2020 THROUGH DECEMBER 30, 2021

I hereby certify that our organization/agency has agreed upon the conditions of the Requirements Addendum and Subrecipient Assurances applicable to funding received through all grants issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.

I certify that if my organization/agency receives \$750000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.

I certify that the person(s) responsible for authorizing, expending or accounting for grant funds will be provided access to the circulars and grant requirements as specified in Section 33 of the Subrecipient Assurances.

If my organization/agency has grant(s) in place that extend past June 30, 2021, I agree that this Requirements Addendum and Subrecipient Assurances will become a part of the grant(s).

Agency/Organization (Subrecipient) MDM Construction, LLC.		
Name and Title: Dan Walters, President		
Address: 2215 Sheyenne St.		
City: West Fargo	State: ND	9 Digit Zip Code: 58078
DUNS Number:	Federal Taxpayer Identification Number:	
Signature:		Date:



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

MDM Construction

Estimated Dollar Amount of Purchase:

\$150,000

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

Light retrofitting for Temporary Emergency Winter Shelter for occupancy by January 18, 2021.

During the pandemic this is the third retrofit particular to homeless housing facilities. This contractor was initially hired through bidding at renovation of Gladys Ray. This contractor has been able to move quickly and understand the unique clientele. Many of the products used at the Emergency Center (the former Police Department) building and at the Gladys Ray Shelter can be used here, saving time for creating drawings and procurements.

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. **)

This contractor was procured for a \$150,000 scope of work at Gladys Ray. They responded to an RFP in 2020, and were the most qualified contractor and most cost efficient. Based on their readiness and cooperation and flexibility they have been able to adapt to keep construction moving and accommodate the tenants of the facility. They have an understanding to the sensitivities of the client's occupants.

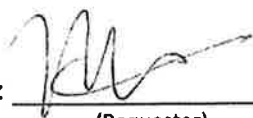
Based on the emergency declaration and in response to COVID we are securing winter sheltering at a vacant building. The building was a former daycare, so plumbing and electrical modifications need to be made to meet code for change of use.

****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)

Given the nature of the pandemic and in response to sheltering homeless in the winter, we would like to execute this work and occupy the building by January 18th. As such, we are asking to utilize the architect we already have working with other shelter improvements at the Engagement Center.

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

Signature: _____
(Requestor)

Printed Name: Nicole Crutchfield

Department: Planning

Title: Planning Director

Date: 12/22/20

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.

NC (Requestor initials)

**Consultant Agreement Between the
City of Fargo & Stone Group Architects Inc.**

THIS AGREEMENT is entered into this 3 day of MARCH, 2021, by and between the City of Fargo (the "City"), a North Dakota municipal corporation, and Stone Group Architects Inc. (the "Consultant").

WHEREAS, the City wishes to hire the Consultant to provide architectural services for the facility improvements related to emergency winter homeless sheltering at the building located at 1015 30th Ave S, Moorhead, MN, pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the parties' mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

1. Agreement

This Agreement is made for the purpose of hiring the Consultant to provide architectural services on the public facility improvements project at the building located at 1015 30th Ave S, Moorhead, MN.

2. Responsibility of the Consultant/Scope of Work/Services to Be Performed

To provide architectural services including code analysis, drawings, and help executing the Scope of Work to be carried out by MDM Construction, LLC for the fit-up of 1015 30th Ave S, Moorhead, MN per Exhibit A.

3. Contract Sum

The City will pay the Consultant as quoted in the attached Proposal/Scope (Exhibit A), unless scope changes are required.

4. Term of the Agreement

This Agreement shall be deemed to be effective as of the date and year first above-written or, if the date and year is not completed above, then this Agreement shall be deemed effective on the date last signed below [the "Effective Date"]. This Agreement shall last until the Contractor has satisfactorily completed the Scope of Work outlined in Exhibit A, **not to extend past March 19, 2021.**

5. Suspension or Termination of the Agreement

The City may suspend or terminate this Agreement if the Consultant materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

- a) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;
- b) Failure, for any reason, of the Consultant to fulfill in a timely and proper manner its obligations under this Agreement;
- c) Ineffective or improper use of the funds provided under this Agreement.

This Agreement may also be terminated for convenience by either the City or the Consultant, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. Penalties, as set forth in this Agreement and as allowed by law, will apply.

6. Termination of City's Obligations

The City's obligations under this Agreement will terminate if the Consultant fails to comply with the terms and conditions of this Agreement.

7. Amendments

The City or Consultant may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the City or Consultant from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform to Federal, state or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change of funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both parties.

8. General Conditions

a. Indemnification & Hold Harmless

The Consultant agrees to indemnify and hold harmless the City and any of its officers, employees, Consultants, consultants, representatives, agents, and assigns from and against any and all liability, damages, penalties, judgments, or claims of whatever nature arising from injury to person(s) or property resulting from the negligent acts or omissions of the Consultant, or the Consultant's Consultants, successors, or assigns in connection with the work on the Property, and the Consultant will, at the Consultant's own cost and expense, defend any and all suits or actions (just or unjust) which may be brought against the City or in which the City may be joined with other parties upon any such above-mentioned matter or claim(s). This agreement to indemnify and hold harmless will include indemnity against all costs, expenses, and liabilities, including any attorney fees, reasonably incurred in or in connection with any such claims or proceedings brought thereof. This indemnification provision will survive the termination of this Agreement and any subsequent agreements of the parties contemplated herein.

b. Insurance & Bonding

The Consultant shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City. The Consultant shall include the City as an additional insured on any insurance policy issued to comply with the requirements of this provision. The Consultant shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

c. Conflict of Interest

The Consultant agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- i. The Consultant shall maintain standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- ii. No employee, officer or agent of the Consultant shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- iii. No covered persons who exercise or have exercised any functions or responsibilities with respect to Federally-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the Federally-assisted activity, or with respect to the proceeds

from the Federally-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer or elected or appointed official of the City, the Consultant, or any designated public agency.

d. Changes in Work/Claims for Extra Cost

No modifications of this contract shall be made except by written instrument, signed by the Consultant, accepted and approved by the City. No claim for extra work or cost shall be allowed unless the same was done in pursuit of a written order of the City, as aforesaid, and the claim presented with the first payment request after the changed or extra work is done. The Consultant shall furnish satisfactory invoices covering all items of cost when requested by the City.

e. Payment Procedures

The Subrecipient will submit to the City requests for payments/invoices for work incurred under this Agreement and outlined within the Scope of Work [Exhibit A]. The City will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and City policy concerning payments. Payments will be made for eligible expenses actually incurred by the Subrecipient not to exceed the actual cash requirements. Payment requests for eligible expenses shall be made against the line item budgets specified in the Project Budget and in accordance with applicable performance criteria. The Subrecipient must submit an invoice to the City of Fargo for reimbursement of expenses within 90 days of expense. Payments will be made within 14 days of the City accepting an invoice. If the City requests any additional items or information regarding an invoice, payment may be delayed. The City reserves the right to liquidate funds available under this agreement for costs incurred by the City on behalf of the Subrecipient.

f. Expenses

Consultant shall be responsible for all expenses incurred while performing services under this agreement.

9. **Entire Agreement**

This Agreement, including attachments, constitutes the entire and complete agreement between the parties with respect to the subject premises. It is expressly agreed that there are no verbal understandings or agreements which in any way change the terms, covenants and conditions set forth herein, and that no modification of this Agreement and no waiver of any of its terms and conditions will be effective unless in writing and duly executed by the parties.

CONTRACTOR

SIGNED THE 3 DAY OF MARCH, 2021
 Stone Group Architects
 By: [Signature]
 [Name] TOM STONE - AIA
 Its: [Title] Principal Architect

CITY OF FARGO

SIGNED THE ____ DAY OF _____, 20____.
 CITY OF FARGO, a North Dakota municipal corporation
 By: _____
 Timothy J. Mahoney, M.D.
 Its: Mayor
 P ATTEST: _____

EXHIBIT A – Scope of Work

PROJECT DESCRIPTION

The project consists of fast-track interior remodeling of the First Floor of a two (2) – story lease space located in Moorhead, MN to be used as a temporary emergency winter overflow shelter for up to forty (40) unaccompanied women. The City of Fargo is organizing and providing partial funding for the project on behalf of Churches United. Churches United will be the building occupant and lessee. The City of Fargo has contracted directly with a General Contractor to coordinate and complete the remodeling work.

SCOPE OF WORK

Our proposal is based upon providing the following services:

Schematic Design/Design Development:

Attend meetings with the City of Fargo and Churches United to establish and develop project scope.

Provide Schematic Design and Design Development drawings illustrating Plan layout, including configurations for building occupant's newly purchased furnishings and equipment.

Develop finish selection recommendations for new wall, base and floor materials. Existing ceilings to remain.

Construction Documents:

Attend meetings with the City of Fargo and Churches United to facilitate fast-track nature of the project.

Finalize finish selection in coordination with immediate product availability; building owner and building occupant approval; and General Contractor's allocated construction budget.

Prepare Construction Documents, as required, for General Contractor to obtain building permit and complete remodeling construction.

Prepare responses to City of Moorhead Plan Review Comments as required.

Prepare correspondence to City of Moorhead to request any waivers, as required.

Contract Administration:

Attend periodic on-site Construction Meetings, as required.

Respond to General Contractor's RFI's, as required.

Conduct Final Inspection Walk-through.

COMPENSATION

We are proposing to provide the professional design services outlined above for the Moorhead Winter Emergency Shelter for a lump sum fee of \$21,700. Plus reimbursable expenses and applicable taxes.

EXHIBIT B – Requirements & Subrecipient Assurances Agreement

**REQUIREMENTS AND SUBRECIPIENT ASSURANCES AGREEMENT BETWEEN CITY OF FARGO ACTING
THROUGH ITS NORTH DAKOTA DEPARTMENT OF HEALTH (Grantor) NOTICE OF GRANT AWARD
AND SUBRECIPIENT**

FOR THE PERIOD NOVEMBER 1, 2020 THROUGH DECEMBER 30, 2021

SECTION ONE: REQUIREMENTS

1. SUBRECIPIENT'S UNDERSTANDING OF TERM OF FUNDING

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

2. AUTHORITY TO CONTRACT

Subrecipient may not assign or otherwise transfer or delegate any right or duty without Grantors express written consent. Subrecipient may not enter into subcontracts. Subrecipient does not have authority to contract for or incur obligations on behalf of Grantor.

3. INDEPENDENT ENTITY

Subrecipient is an independent entity under this grant and is not a Grantor employee for any purpose, including the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law and the North Dakota Workforce Safety and Insurance Act. Subrecipient retains sole and absolute discretion in the manner and means of carrying out Subrecipient's activities and responsibilities under this Grant.

4. STATE AUDIT REQUIREMENTS

All records, regardless of physical form and the accounting practices and procedures of Subrecipient relevant to this Agreement are subject to examination by the North Dakota Department of Health, the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. Subrecipient shall maintain all of these records for at least three (3) years following completion of this Grant and be able to provide them upon reasonable notice. Grantor, State Auditor, or Auditor's designee shall provide reasonable notice to Subrecipient prior to conducting examination.

5. RETENTION OF RECORDS

Subrecipient agrees to retain financial records for three years from the date of submission of the final expenditure report or if subject to audit, from the date the audit is completed and closed, whichever occurs later. Subrecipient must provide Grantor, the federal government, and their duly authorized representatives access to the books, documents, papers, and records of Subrecipient that are pertinent to the services provided under this agreement. Program Records must be maintained for a period of six years or until an audit is completed and closed, whichever comes first.

6. TERMINATION

a) Termination by Mutual Agreement

This Grant may be terminated by mutual consent of both parties executed in writing.

b) Early Termination in the Public Interest

Grantor 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, Grantor, in its sole discretion, by written notice to SUBRECIPIENT, may terminate this Agreement in whole or in part.

c) Termination for Lack of Funding or Authority

Grantor by written notice to Subrecipient may terminate the whole or any part of this Agreement 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

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

- 1) If Subrecipient fails to provide services required by this Agreement within the time specified or any extension agreed to by Grantor; or
- 2) If Subrecipient 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 Grantor provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. CONTINGENT LIABILITY

During the term of this agreement, and for three years after this agreement expires or is terminated, Subrecipient agrees to reimburse Grantor for any claims submitted by Grantor for federal financial participation in the cost of this grant to the extent those claims are disallowed by any federal agency for failure on the part of Subrecipient to comply with this grant or any federal or state statutory or regulatory provisions which govern the source of funding. Grantor agrees to give Subrecipient prompt written notice of any disallowed claims subject to reimbursement by Subrecipient. Any amount disallowed as described is a debt owing to Grantor. Action may be brought by Grantor as allowed by law.

8. DELAY OR DEFAULT FORCE MAJEURE

Neither Party shall be held responsible for delay or default caused by fire, riot, terrorism, acts of God or war if the event is beyond the Party's reasonable control and the affected Party gives notice to the other Party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

9. NOTICE

All notice or other communication required under this grant must be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

GRANTOR	CONSULTANT - STONE GROUP ARCHITECTS
Nicole Crutchfield, Planning Director	MARCIA Pulczynski - ALT
City of Fargo	403 Center Ave, #301
225 4th Street North	MODRISKO, MN 56560
Fargo, ND 58102	

NOTE: This section is to be completed by the Subrecipient prior to returning to the Grantor.

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

10. INTEGRATION, MODIFICATION, AND SEVERABILITY

This agreement constitutes the entire agreement between the Subrecipient and Grantor. There are no understandings, agreements, or representations, oral or written, not specified within this grant. No alteration, amendment, or modification of this grant is effective unless it is reduced to writing, signed by the parties, and attached to the grant. If any term of this grant is declared to be illegal or unenforceable by a court having competent jurisdiction to be illegal or unenforceable, the validity of the remaining terms is unaffected and, if possible, the rights and obligations of the parties are to be construed and enforced as if this grant did not contain that term.

11. COLLATERAL CONTRACTS

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

12. WORKS FOR HIRE

Subrecipient 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 Grantor all rights and interests Subrecipient 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 Subrecipient in performance of this Agreement for Grantor shall be the sole property of Grantor, and Subrecipient hereby assigns and transfers all its right, title, and interest therein to Grantor. Subrecipient shall execute all necessary documents to enable Grantor to protect Grantor's intellectual property rights under this section.

13. WORK PRODUCT

All work product or materials created for Subrecipient or purchased by Subrecipient under this Grant belong to Subrecipient and must be immediately delivered to Subrecipient at Subrecipient's request upon termination of this Grant.

14. COMPLIANCE WITH PUBLIC RECORDS LAWS

Subrecipient understands that, in accordance with this agreement's Confidentiality clause, Grantor must disclose to the public upon request any records it receives from Subrecipient. Subrecipient further understands that any records obtained or generated by Subrecipient under this agreement may, under certain circumstances, be open to the public upon request under the North Dakota public records law. Subrecipient agrees to contact Grantor promptly upon receiving a request for information under the public records law and to comply with Grantor's instructions on how to respond to the request.

15. CONFIDENTIALITY

Subrecipient agrees not to use or disclose any information it receives from Grantor under this agreement that Grantor has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this grant, or as authorized by state or federal laws, or as authorized in advance by Grantor. Grantor agrees not to disclose any information it receives from Subrecipient that Subrecipient has previously identified as confidential and that Grantor determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. § 44-04-18. Any protected health information subject to N.D.C.C. § 23-01.3 or personal health information subject to federal HIPAA regulations may only be released as authorized by those laws. The duty of Subrecipient and Grantor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.

Subrecipient and Grantor are both independently responsible under the North Dakota open records law. Except for information that is confidential under state or federal law or otherwise exempt from the North Dakota open records law, N.D.C.C. ch. 44-04, Subrecipient and Grantor must disclose to the public upon request any records received from each other. Subrecipient and Grantor agree to contact the other immediately upon receiving a request for such information under state or federal law. The duty of Grantor and Subrecipient to maintain confidentiality of information under this section continues beyond the Term of this grant.

16. ATTORNEY FEES

If a lawsuit is filed by Grantor to obtain performance due under this grant, and Grantor is the prevailing party, Subrecipient shall pay Grantor's reasonable attorney fees and costs in connection with the lawsuit, except when prohibited by N.D.C.C. § 28-26-04 or when Subrecipient is a governmental entity.

17. ALTERNATIVE DISPUTE RESOLUTION —JURY TRIAL

By this award, Grantor does not agree to binding arbitration, mediation, or any other form of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. Grantor does not waive any right to a jury trial.

18. APPLICABLE LAW AND VENUE

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

Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Cass 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.

19. SPECIAL CONDITIONS

Funding will be provided on a reimbursement basis up to the amount awarded in the agreement based on allowable expenditures as identified in section 601 (d) of the Social Security Act, as added by section 5001 of the CARES Act. Expenditures incurred related to the Scope of Service for this agreement will be covered as early as November 1, 2020.

20. NONDISCRIMINATION AND COMPLIANCE WITH LAWS

Subrecipient agrees to comply with all applicable federal and state laws, rules, and policies, including those relating to nondiscrimination, accessibility and civil rights (See N.D.C.C. Title 34 - Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women). Subrecipient agrees to 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. Subrecipient shall have and keep current at all times during the Term of this agreement all licenses and permits required by law. Subrecipient's failure to comply with this section may be deemed a

This agreement is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this agreement must be adjudicated exclusively in the state District Court of Cass 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.

21. LIMITATIONS ON APPROPRIATIONS AND SPENDING AUTHORITY

Continuation of this agreement beyond June 30 of any odd numbered year is contingent on continued legislative appropriation of funds for the purposes of this grant. If those appropriations are not forthcoming, Grantor will notify Subrecipient as soon as possible and the agreement will terminate on June 30 of that year. Grantor will neither be penalized nor incur any liability because of termination of the agreement as provided above.

22. SPOILIATION-NOTICE OF POTENTIAL CLAIMS

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

23. EVALUATION

Grantor shall, throughout the effective dates on the agreement, conduct an ongoing evaluation of Subrecipient's performance in carrying out the Scope of Service in the award. Compliance with Contract Requirements and Assurances will also be monitored. Such evaluation may include periodic site visits by Grantor representatives to review progress made by Subrecipient in accomplishing stated goals and

objectives.

SECTION TWO: SUBRECIPIENT ASSURANCES

24. ASSURANCES

In connection with furnishing supplies or performing work under this grant, persons who contract with or receive funds to provide services to Grantor are obligated and agree to comply with all local, state, and federal laws, regulations and executive orders related to the performance of this grant including the following:

- a) Fair Labor Standards Act. Equal Pay Act of 1963,
- b) Titles VI and VII of the Civil Rights Act of 1964.
- c) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency,
- d) Age Discrimination Employment Act of 1967.
- e) Age Discrimination Act of 1975,
- f) Drug-free Workplace Act of 1988,
- g) Americans with Disabilities Act of 1990,
- h) Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.
- i) Section 504 of the Rehabilitation Act of 1973.
- j) Executive Order 13043, Increasing Seat Belt Use in the United States, k) Hatch Act (5 U.S.C. 1501-1508 and 7324-7328),
- l) Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g))

25. APPLICABLE COSTS

Unless otherwise authorized by federal law, the charges to be made by Subrecipient do not include costs financed by federal monies other than those generated by this agreement.

26. DEBARMENT/SUSPENSION

By signing this agreement, Subrecipient certifies that neither Subrecipient, nor their principals, are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions with State or Federal Government by any Department or Agency of the State or Federal Government.

27. APPROVED VENDOR

If not a governmental agency or political subdivision of the State of North Dakota, Subrecipient must be an approved vendor with the Office of Management and Budget within the State of North Dakota as required by N.D.C.C. § 54-44.4-09.

28. RESTRICTIONS FOR LOBBYING

Subrecipient assures that:

- a) No federal funds from this agreement will be paid by for on behalf of Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any federal contract; the making of any federal grant, the making of any federal loan, the entering of any cooperative agreement: or the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. If any grant funds other than federal funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, Subrecipient agrees to complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

- b) Public Law No. 104-208, Section 503 expressly prohibits the use of appropriated funds for indirect or grassroots lobbying efforts that are designed to support or defeat legislation pending before state legislatures. No part of any appropriation contained in this Act shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.

Governmental entities are prohibited by law from lobbying. Activities designed to influence action in regard to a particular piece of pending state or federal legislation are considered lobbying. That includes lobbying for or against pending legislation, as well as indirect or grass roots' lobbying efforts that are directed at inducing the public to contact their elected representatives to urge support of, or opposition to, pending legislation.

The North Dakota attorney general has determined that governmental entities may provide the public with neutral factual information but may not, without express legislative authority, expend public funds for the purpose of influencing the result of an election issue, including initiated measures.

No part of any funding may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence election issues or pending legislation.

29. SMOKE FREE

Any Subrecipient that conducts business in North Dakota will abide by N.D.C.C. § 23-12-09 through N.D.C.C. § 23-12-11. Further, if Subrecipient is not in North Dakota. Subrecipient will provide a smoke-free workplace and promote the nonuse of tobacco products in areas including office space, conference or meeting rooms, corridors, stairways, lobbies, rest rooms, cafeterias and other public space.

30. ENERGY AND ENVIRONMENTAL CONSERVATION

Subrecipient must give preference, to the extent practicable and economically feasible, to products and services that conserve natural resources and protect the environment and are energy efficient. (40CFR 30.44(a)).

31. RESOURCE CONSERVATION AND RECOVERY ACT

Section 6002 of the Resource Conservation and Recovery Act requires preference be given in procurement programs to the purchase of specific products containing recycled materials pursuant to the Environmental Protection Agency guidelines (40CFR Parts 247).

32. EQUIPMENT

Subject to the obligations and conditions set forth in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart D. §200.313, title to equipment acquired under a grant will vest upon acquisition in the Subrecipient.

33. FEDERAL AUDIT REQUIREMENTS

Subrecipient agrees to keep financial records necessary to fully disclose the complete financial status of the grant. Subrecipient must submit documentation supporting request for reimbursement for review by Grantor or its agents, upon request. Subrecipient agrees to meet all audit requirements as specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Additionally, Subrecipient agrees to spend all federal assistance received from Grantor in accordance with applicable laws and regulations such as but not limited to 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is made a part of this grant by reference.


SUBRECIPIENT CERTIFICATIONS FOR REQUIREMENTS (SECTION ONE) AND SUBRECIPIENT ASSURANCES (SECTION TWO) FOR ALL NOTICE OF GRANT AWARDS FOR THE PERIOD NOVEMBER 1, 2020 THROUGH DECEMBER 30, 2021

I hereby certify that our organization/agency has agreed upon the conditions of the Requirements Addendum and Subrecipient Assurances applicable to funding received through all grants issued by the Grantor and will ensure all program managers are aware of and will comply with the requirements.

I certify that if my organization/agency receives \$750000 or more in total Federal dollars from all sources during the fiscal year, the audit requirements specified in 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards will be met and a copy of the Single Audit upon its completion will be submitted to the State.

I certify that the person(s) responsible for authorizing, expending or accounting for grant funds will be provided access to the circulars and grant requirements as specified in Section 33 of the Subrecipient Assurances.

If my organization/agency has grant(s) in place that extend past June 30, 2021, I agree that this Requirements Addendum and Subrecipient Assurances will become a part of the grant(s).

Agency/Organization (Subrecipient) <i>STONE GROUP ARCHITECTS INC.</i>		
Name and Title: <i>TRAC STONE -AAA, Principal Architect</i>		
Address: <i>600 E 7th Street</i>		
City: <i>Sioux Falls</i>	State: <i>SD</i>	9 Digit Zip Code: <i>57103</i>
DUNS Number: <i>05-975-6857</i>	Federal Taxpayer Identification Number: <i>46-1059482</i>	
Signature: 		Date: <i>3/3/21</i>



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Stone Group Architects

Estimated Dollar Amount of Purchase:

\$50,000

Is this procurement funded by a federal grant?

No

If yes, you must attach a document from the grant agency approving this procurement as a sole source.

The project/service is required to:

Securing an architect to project manage and secure permits for light retrofitting for a temporary emergency winter shelter for occupancy by January 18, 2021 to house 40 homeless people.

This architecture group is Richard Moorhead's company formerly known as Image Group. His firm was brought on to the retrofit of the Engagement Center and became a good working partner with the General Contractor, MDM. We would like to continue working with this project team.

This is the third retrofit particular to homeless housing facilities during the pandemic. This architect was brought on by the contractor as part of the Engagement Center since they were the original architects during the rehab of the former Police Headquarters. We would like to continue this working partnership so that we can occupy the winter shelter by January 18th.

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. **)

This architect is familiar with the homeless clientele needs and has a good working knowledge of our procurement processes and a recent history of working with other shelter projects. We would like to continue this project partnership in order to complete the project to respond to this winter sheltering needs.

****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)

Given the nature of the pandemic and in response to sheltering homeless in the winter, we would like to execute this work and occupy the building by January 18th. As such, we are asking to utilize the architect we already have working with other shelter improvements at the Engagement Center.

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

Signature: _____

(Requestor)

Printed Name: Nicole Crutchfield

Department: Planning

Title: Planning Director

Date: 12/22/20

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.

NC

(Requestor initials)

March 2nd, 2021

The Honorable Board of City Commissioners
225 4th Street N.
City of Fargo
Fargo, ND 58102

RE: RFP20165, Authorization to contract with FOCUS by TELUS for GPS AVL Services.

Commissioners:

The Public Works Department currently utilizes a global positioning satellite (GPS) automated vehicle location (AVL) system to monitor vehicle location and activities. The system is utilized to record vehicle information and increase operational efficiencies. The current hardware is past its expected life and is beginning to fail. A Request for Proposals was issued to replace the hardware and pursue a vendor offering comprehensive features for Public Works operations.

Proposals were received and opened on November 4, 2020, in response to a Request for Proposal (RFP20165) issued by Public Works for "Global Positioning Satellite (GPS) Automated Vehicle Location (AVL) System". A total of six (6) sealed responses were received.

A team of four Public Works staff reviewed and rated the proposals. The proposals were evaluated on professional qualifications, past involvement with similar projects, proposed work plan, and fee schedule (Attached Bid Tab). The highest rated proposers were then interviewed and evaluated further.

Based on the subsequent interview ratings and the anticipated needs of the department, Public Works staff is making a recommendation to contract with FOCUS by TELUS. FOCUS offers a GPS AVL system with extensive Public Works features and a hardware rental program featuring a technology obsolescence warranty.

RECOMMENDED MOTION: For RFP20165, I/we hereby move to contract with FOCUS by TELUS for Global Positioning Satellite (GPS) Automated Vehicle Location (AVL) System and Services at a onetime cost of \$31,225.00 and monthly charge of \$4,589.00.

Respectfully submitted,



Paul Fiechtner
Services Manager
Fargo Public Works

Bid Tabulation, RFP20165 GPS AVL Services (November 4th, 2020)

	Installation Cost		Monthly Cost	
	Base Bid	Option	Base Bid	Option
Vendor	70 Units	Add 50 Units	70 Units	Add 50 Units
Focus Fleet and Fuel	\$36,310.00	\$27,500.00	\$2,478.00	\$1,770.00
Ligo Marshall GIS	\$55,100.00	\$23,950.00	\$2,718.00	\$900.00
GoFleet	\$96,253.00	\$4,528.00	\$1,929.01	\$1,377.86
SkyHawk Telematics	\$59,817.50	\$13,500.00	\$1,874.00	\$800.00
Razor Consulting Solutions	\$10,500.00	\$7,500.00	\$1,015.00	\$725.00
CompassCom	\$47,591.00	\$50,385.00	\$1,396.50	\$997.50



TELUS Communications (U.S.) Inc.
1209 Orange Street
Wilmington, DE 19801

SOFTWARE-AS-A-SERVICE AGREEMENT COVER PAGE

The attached documents describe the relationship between TELUS Communications (U.S.) Inc., ("Company") and the customer identified below ("Customer") (each of Company and Customer, a "Party"). The documents attached to this cover page ("Cover Page") will consist of the document entitled "Terms and Conditions" (the "SaaS Terms") and any schedules attached thereto, which describe and set forth the general legal terms governing the relationship (collectively, the "Agreement").

This Agreement will become effective when this cover page is executed by authorized representatives of both Parties (the "Effective Date").

CUSTOMER INFORMATION:		
Name/Customer:		
Address:		
Principal Contact Person:		
Title:		
Phone:	Fax:	Email:

Billing Contact:	Term:
Title:	
Phone:	Fax:
	Email:

FOR INTERNAL USE ONLY:
Contact #:

PRE AUTHORIZED PAYMENT DEBIT (PAD)	
PLEASE INCLUDE A VOIDED CHECK	
BANK INFORMATION:	ACCOUNT INFORMATION:
Name:	Account N°:
Adresse:	Transit N°:
City:	
Postal/Zip Code:	NOTE:
<p>The Customer authorizes FOCUS to do pre authorized debits in the above described Customer financial institution account. Each withdraw will correspond to the defined Agreement amounts and the Customer accepts and agrees to the pre-authorized debit agreement contained in this Agreement. The Customer certifies the persons whom the signatures are required for the account management with the financial institution are the ones that signed the Agreement.</p>	
BY:	BY:
Account signatory	2nd Account Signatory (if applicable)
(signature)	

The Parties have caused their duly authorized representatives to execute this Agreement as of the dates set forth below

CUSTOMER:	COMPANY: TELUS Communications (US) Inc.
By (Signature):	By (Signature):
Name (Printed):	Name (Printed):
Title:	Title:
Date:	Date:

TELUS Communications (U.S.) Inc.
SOFTWARE-AS-A-SERVICE AGREEMENT TERMS AND CONDITIONS (1 of 2)

1. DEFINITIONS.

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "Application Documentation" will mean text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Application Service, ("functionality") whether such functionality is provided in a scheduled release which materials are designed to facilitate use of the Application Service and which are provided by Company to Customer in accordance with the terms of this Agreement.

1.2 "Application IP" will mean the Application Service, the Application Documentation, and any and all intellectual property provided to Customer (and/or any applicable Authorized End Users) in connection with the foregoing.

1.3 "Application Service(s)" will mean the technology and application software set forth and described in a Schedule or Statement of Work to this Agreement.

1.4 "Authorized End User" shall mean, collectively, any individual employees, agents, or contractors of Customer accessing or using the Application Service, under the rights granted to Customer pursuant to this Agreement; and through the Web Interface, under the rights granted to Customer pursuant to this Agreement.

1.5 "Confidential Information" will mean all written or oral information, disclosed by either Party to the other, related to either Party or a third party that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential. Without limiting the foregoing, for purposes of this Agreement, the Application Documentation will be deemed Confidential Information of Company.

1.6 "Customer Content" will mean Vehicle Data and any other data, information and content provided or generated by Customer in connection with the Customer's use of the Application Services.

1.7 "Operator" means any driver or user of a vehicle that Customer enrolls for or through which Customer receives the Application Services pursuant to this Agreement.

1.8 "Vehicle Data" means data collected from equipment or assets through which the Customer receives the Application Services, including, without limitation: (a) telemetry data, including speed, location, and driver input data; and (b) diagnostic data.

1.9 "Web Interface" will mean the website or websites through which Customer's Authorized End Users may access the Application Service in accordance with the terms of this Agreement.

2. ACCESS AND USE.

2.1 Provision of Access. Subject to the terms and conditions contained in this Agreement, Company hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Application Service listed in a Schedule or a Statement of Work during the Term, solely for use by Authorized End Users in accordance with the terms and conditions herein. Such use shall be limited to use of the Application Service for the benefit of, or in relation to, the operation of Customer's business. The Customer will not download or install the Application IP onto any computers or devices. As soon as reasonably practicable after configuration of the application Company shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Application Service, whether the passwords or authentication means are assigned by Company or created by Customer or any Authorized End Users (the "Credentials"). Company shall also provide Customer the Application Documentation to be used by Customer in accessing and using the Application Service. Customer acknowledges and agrees that, as between Customer and Company, Customer shall be responsible for all acts and omissions of Authorized End Users, and any act or omission by an Authorized End User which, if undertaken by Customer, would constitute a breach of this Agreement, shall be deemed a breach of this Agreement by Customer. Customer shall undertake reasonable efforts to make all Authorized End Users aware of the provisions of this Agreement as applicable to such Authorized End User's use of the Application Service, and shall cause Authorized End Users to comply with such provisions.

2.2 Usage Restrictions. Customer will not, and will not permit any Authorized End Users to, (i) copy or duplicate any of the Application IP; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of any of the Application IP is compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Application IP, or attempt to do any of the foregoing, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify, alter, tamper with or repair any of the Application IP, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Company; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Application IP; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within any of the Application IP; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights under Sections 2.1 and 2.2, except for the sublicense right expressly granted in Section 2.2. Customer will not use any of the Application IP except in compliance with Company's obligations to any third party with respect thereto incurred prior to the Effective Date, including without limitation complying with any terms set forth in a Schedule to this Agreement, provided that Company has notified Customer of such obligations. Customer will ensure that its use of any of the Application IP complies with all applicable laws, statutes, regulations or rules, including any export and import requirements and will not use or compile any of the Application IP for the purpose of any illegal activities. Customer will further comply with any documentation or written requirements provided by Company to Customer, and any best practices and industry specifications when using the Application Service.

2.3 Retained Rights Ownership. As between the Parties, subject to the rights granted in this Agreement, Company and its licensors retain all right, title and interest in and to the Application IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Company retains the right to use the foregoing for any purpose in Company's sole discretion.

2.4 Suspension. Company may restrict, suspend, or terminate some or all of the Application Services or terminate this Agreement if the Customer fails to pay any amounts when required under this Agreement, by giving 10 days' advance notice to the Customer. Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Application IP if (i) there is a threat or attack on any of the Application IP; (b) Customer's or any Authorized End User's use of the Application IP disrupts or poses a security risk to the Application IP or any other customer or vendor of Company; (c) Customer or any Authorized End User is/are using the Application IP for fraudulent or illegal activities; (d) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding; or (e) Company's provision of the Application Service to Customer or any Authorized End User is prohibited by applicable law; or (i) any vendor of Company has suspended or terminated Company's access to or use of any third party services or products required to enable Customer to access the Application IP (each such suspension, in accordance with this Section 2.4, a "Service Suspension"). Company will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Customer (including notices sent to Company's registered email address) and to provide updates regarding resumption of access to the Application IP following any Service Suspension. Company will use commercially reasonable efforts to resume providing access to the Application Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Except as expressly set out in this Agreement, Company will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Customer or any Authorized End User may incur as a result of a Service Suspension.

2.5 Equipment Lease. In exchange for the payment of such charges as may be determined by reference to Schedule A (the "Equipment Charges"), Company shall lease to the Customer the equipment, firmware, devices, hardware and other materials, excluding any intellectual property in the foregoing, identified in Schedule A to this Agreement (the "Equipment").

3. CUSTOMER OBLIGATIONS.

3.1 Authorized End User Access to Services. Subject to the terms and conditions herein, Customer may permit any Authorized End User to access and use the features and functions of the Application Service. Customer will ensure that any such Authorized End User will be bound by a contractual, enforceable agreement, which agreement will, by its terms, provide substantially the same or greater protections for Company's Confidential Information and the Application IP as are provided by the terms hereof.

3.2 Assistance to Company. Customer will, at its own expense, provide assistance to Company, including, but not limited to, by means of access to, and use of, Customer facilities and Customer equipment, as well as by means of assistance from Customer personnel, to the limited extent any of the foregoing may be reasonably necessary to enable Company to perform its obligations hereunder, including, without limitation, any obligations with respect to support services performed pursuant to Section 3.

3.3 Data. Customer understands that Personal Information, including the Personal Information of Authorized End Users, will be treated in accordance with the Company's privacy policy located at [telus.com/privacy](https://www.telus.com/privacy) (the "Privacy Policy"). Customer consents to the collection, use and disclosure by the Company and its agents of Customer's personal information (whether previously collected or to be collected) for the purposes identified in the Privacy Policy. The Privacy Policy may be updated from time-to-time. Customer will obtain any and all necessary consents as may be required for the collection, use and disclosure to the Company or any Company supplier of any personal information that may be collected in connection with the provision and/or use of the Services. Customer will permit representatives of the Company to review Customer's consent practices from time to time during the term of this Agreement to confirm such practices meet the requirements of this Agreement. Certain Vehicle Data may implicate or otherwise relate to the Operator. Customer will: (i) make each Operator aware of how Customer will use the Application Services, and (ii) make sure that each Operator understands what Vehicle Data is being collected and how that Vehicle Data will be used or disclosed. Customer will obtain valid consent from each Operator prior to the use of the Application Services that implicate or otherwise relate to the Operator. Customer will ensure that this consent is sufficient for Company to create, access, collect, use, disclose, process, store and transmit Vehicle Data as contemplated by this Agreement.

3.4 Customer Content. Customer is responsible for the supply, quality, condition, and content of all data and information entered into or collected by or stored in the Application Services by anyone using the Customer's Credentials. Company acknowledges that Customer owns or otherwise has rights to all Customer Content that it provides or otherwise permits access to Company through the Application Service and Customer grants to Company a non-exclusive license during the Term of the Agreement to use such Customer Content solely in connection with the provision of the Application Service to Customer. Customer represents and warrants that it has sufficient rights to transmit or otherwise permit access to any such Customer Content to Company, including any data or information contained therein and that, to the extent Customer shares or otherwise permits Company or the Application Service to make use of any credentials to obtain such data or information, that such sharing of credentials shall not violate the rights of, or any contractual obligations with, any third party. Customer acknowledges that Company may, in its discretion, archive Customer Content that is one (1) or more years old such that this archived Customer Content is not readily accessible through the Application Service.

4. FEES AND EXPENSES; PAYMENTS.

4.1 Fees. In consideration for the rights granted to Customer and the performance of Company's obligations under this Agreement, Customer shall pay to Company, without offset or deduction, certain fees, in such amounts as may be determined by reference to Schedule A (the "Fees"). Unless otherwise provided in a Schedule, all such fees shall be due and payable within ten (10) calendar days after an invoice is issued by Company with respect thereto.

Pre-authorized debit agreement. Customer hereby authorizes Company to take monthly pre-authorized debit payments in the Customer's account at the financial institution set forth on the Cover Page. Each monthly withdrawal will equal to the amount set forth in this Agreement, which amount may be increased by Company in accordance with this Agreement, provided Company provides Customer with ten (10) days' written notice prior to the due date of the modified payment. Customer consents to the pre-authorized debit payments and waives its right to any other confirmation before the first scheduled payment.

Customer can revoke its consent to pre-authorized debit payments at any time by providing Company with ten (10) business days' prior notice. Customer consents to the disclosure of the information regarding the pre-authorized debit payments under this Agreement to the financial institution as required to give effect to this paragraph, and agrees that such financial institution may rely on this consent for purposes of initiating payments from Customer's account.

4.2 Taxes. Customer will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Company's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Customer will make all required payments to Company in full without any set-off, counterclaim, deduction or withholding (including any deduction or withholding of taxes); provided, however, if Customer determines that tax deduction is required, Customer shall (i) withhold the appropriate amount from such payment, (ii) pay such amount to the relevant authorities in accordance with applicable law, and (iii) gross up the payment to Company so that the net payment, after such deduction or withholding, equals the amount that would have been paid under this Agreement as if no deduction or withholding was required. Customer shall provide Company within 30 calendar days of the tax payment or within such period required under applicable law with such evidence as may be required by the applicable taxing authorities to establish that such taxes have been paid.

4.3 Late Payments; Interest. The Customer shall pay a late payment charge of two percent (2.0%) per month (compounded to 26.82% per year), or the maximum rate permitted by applicable law, whichever is less, calculated from the billing date, on any amounts not received by Company by the due date shown on the Invoice. Company may change the late payment charge at any time by giving at least 30 days' advance notice to the Customer.

5. TREATMENT OF CONFIDENTIAL INFORMATION.

5.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party.

5.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use Confidential Information disclosed by the other Party only for the purposes described herein; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy, pursuant to Section 8.4, all Confidential Information disclosed by the other Party that is in its possession upon termination or expiration of this Agreement. Notwithstanding the foregoing, Customer agrees that Company may collect aggregated statistical data regarding Customer's use of the Application Service and provide such aggregated statistical data to third parties. In no event shall Company provide to third parties specific data regarding Customer or Customer's Authorized End Users.

TELUS Communications (U.S.) Inc.
SOFTWARE-AS-A-SERVICE AGREEMENT TERMS AND CONDITIONS (2 of 2)

5.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 5.1 and 5.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (y) to establish a Party's rights under this Agreement, including to make such court filings as it may be required to do.

5.4 Aggregated Statistics. Notwithstanding anything else in this Agreement or otherwise, Company may monitor Customer's use of the Application Service and use data and information related to such use, and Customer Content in an aggregate and anonymous manner, including to compile statistical and performance information related to the provision and operation of the Application Service ("Aggregated Statistics"). As between Company and Customer, all right, title and interest in the Aggregated Statistics and all intellectual property rights therein, belong to and are retained solely by Company. Customer acknowledges that Company will be compiling Aggregated Statistics based on Customer Content Input into the Application Service and Customer agrees that Company may (a) make such Aggregated Statistics publicly available, and (b) use such information to the extent and in the manner required by applicable law or regulation and for purposes of data gathering, analysis, service enhancement and marketing, provided that such data and information does not identify Customer or its Confidential Information.

6. DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

6.1 Disclaimer. COMPANY DOES NOT GUARANTEE ERROR-FREE OR UNINTERRUPTED OPERATION OF THE APPLICATION SERVICES OR EQUIPMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE EQUIPMENT, THE APPLICATION IP, INCLUDING THE APPLICATION SERVICE, THE APPLICATION DOCUMENTATION, AND ALL SERVICES PERFORMED BY COMPANY ARE PROVIDED "AS IS," AND COMPANY AND ITS LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND/OR DATA ACCURACY.

6.2 Exclusions of Remedies; Limitation of Liability. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, IN NO EVENT WILL COMPANY OR ITS LICENSORS AND SUPPLIERS BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, REGARDLESS OF THE NATURE OF THE CLAIM, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. THE CUMULATIVE LIABILITY OF COMPANY TO CUSTOMER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED ONE (1) MILLION DOLLARS. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

6.3 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 6 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

7. INDEMNIFICATION.

7.1 Customer's Indemnity Obligations. Customer agrees to indemnify and hold harmless Company and its suppliers (the "Company Indemnitees") from any claim, as well as any charge, expense, damage, penalty and/or loss related to (i) the use of the Application Services made by or on behalf of Customer, its employees, its subcontractors or otherwise permitted by Customer, (ii) Customer Content, or Customer's breach of any of Customer's obligations, representations, warranties or covenants under this Agreement. Without limiting the generality of the foregoing, Customer shall indemnify and hold harmless the Company Indemnitees from any claim, damage or penalty arising from any bodily injury of a third party (including Customer's employees and subcontractors) that has used, installed or uninstalled the Application Services contrary to the Application Documentation or other guidelines identified, from time to time, by the Company or contrary to the laws, regulations or norms applicable regarding workers safety or otherwise.

8. TERM AND TERMINATION.

8.1 Term. Unless otherwise specified in a Schedule or Statement of Work, this Agreement, as it applies to each Application Service, will automatically extend after the Initial Term from month to month on the same terms and conditions except that after the Initial Term, (a) either Company or Customer may terminate this Agreement as it applies to an Application Service by giving thirty (30) days' notice to the other, and (b) the Company may change the charges or any other terms and conditions of this Agreement applicable to that Application Service by giving 30 days' advance notice to the Customer. This Agreement, as it applies to each Application Service, remains in effect until the end of the Initial Term and any extension or renewal, unless terminated earlier (the Initial Term, together with any renewal terms, collectively, the "Term").

8.2 Termination for Breach. The Company may, terminate this Agreement by giving notice to Customer if a) Customer is in material default of any provision of this Agreement and does not remedy that default within 30 days after receiving notice of the material default, or b) has a receiver or trustee in bankruptcy appointed for it or is the subject of bankruptcy, receivership, or liquidation proceedings that continue for 30 days, makes an assignment or takes other action for the benefit of its creditors, or is wound up or dissolved (any such event being a "Material Adverse Event"). Notwithstanding the foregoing, nothing in this Section 8.2 shall limit Company's rights to suspend Customer's access to the Application Service in accordance with Section 2.4 above.

8.3 Effect of Termination

Upon any termination of this Agreement, Customer will (i) immediately discontinue all use of the Application Service, the Application Documentation, and any Company Confidential Information and (ii) both Parties will delete any of the other Party's Confidential Information in accordance with their respective retention policies from computer storage or any other media including, but not limited to, online and off-line libraries; (iii) return to the other Party or, at the other Party's option, destroy, all copies of the Application Documentation and any Confidential Information then in the other Party's possession; and (iv) promptly pay to Company all amounts due and payable to the other Party hereunder including all amounts payable to Company for the lease of Equipment to the end of the Term. In addition to the foregoing, Customer shall pay to Company all fees and expenses incurred by the Company arising from the termination of the Agreement prior to the end of the Term, including, without limitation, charges incurred for the refurbishment, storage, relocation, transport and recovery of the Equipment. Customer shall have the right for up to sixty (60) days following the termination of this Agreement to export Customer Content, only to the extent Customer is current on all payments owed to Company under this Agreement.

8.4 Survival. The provisions of Sections 2.3, 3.4, 5, 6, 7, 8.3, 8.4 and 9 will survive the termination of this Agreement.

9. MISCELLANEOUS.

9.1 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

9.2 Independent Contractors. In making and performing this Agreement, Customer and Company act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

9.3 Notices. All notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid, to the Parties to the Agreement and addressed, if to Customer, to the address set forth on the Cover Page, and if to Company, as follows:

If to Company: Attention: Louis-Philippe Bourgault
 790 rue de la Rand # 200,
 Sherbrooke, QC J1H 1W7

or addressed to such other address as that Party may have given by written notice in accordance with this provision. All notices required by or relating to this Agreement may also be communicated by email, provided that the sender receives and retains confirmation of successful transmittal to the recipient. Such notices shall be effective on the date indicated in such confirmation. In the event that either Party delivers any notice hereunder by means of email transmission in accordance with the preceding sentence, such Party will promptly thereafter send a duplicate of such notice in writing by means of certified mail, postage prepaid, to the receiving Party, addressed as set forth above or to such other address as the receiving Party may have previously substituted by written notice to the sender.

9.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

9.5 Assignment; Delegation. Neither Party shall assign any of its rights or delegate any of its duties under this Agreement without the express, prior written consent of the other Party, and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. Notwithstanding the foregoing, Company may assign this Agreement, without consent, to an affiliate or otherwise in connection with a merger, sale, transfer or other disposition of all or substantially all of its stock or assets.

9.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

9.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

9.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

9.9 Force Majeure. Except with respect to payment obligations hereunder, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay, provided that if such Party is prevented or delayed from performing for more than ninety (90) days, the other Party may terminate this Agreement upon thirty (30) days' written notice.

9.10 Reference. Company may issue a press release announcing Customer as a customer of the Application Service, subject to Customer's written approval. Company may list Customer as such at its corporate Website at www.focusoptimization.com. Company may create a white paper on Customer's use case subject to Customer's written approval.

9.11 Governing Law. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH DAKOTA, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. FOR PURPOSES OF ALL CLAIMS BROUGHT UNDER THIS AGREEMENT, EACH OF THE PARTIES HEREBY IRREVOCABLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NORTH DAKOTA.

9.12 U.S. Government End-Users. Each of the Application Documentation and the software components that constitute the Application Service is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227-7202-1 through 227-7202-4, all U.S. Government end users acquire the Application Service and the Application Documentation with only those rights set forth therein.

9.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

9.14 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

[End of SaaS Terms]

SCHEDULE A (PUBLIC WORK DEPARTMENT)
DESCRIPTION OF THE APPLICATION SERVICE, EQUIPMENT AND FEES

SALES SPECIALIST: Lawrence Sbertoli	STATE: North Dakota
ACCOUNT MANAGER:	Contract #:
COMPANY: City of Fargo	
Customer #:	
REPRESENTATIVE: Paul Fiechtner	
Address: 225 4th Street North, Fargo, North Dakota, USA 58102	
Telephone:	Mobile: 701-730-8789
Email: pfiechtner@fargond.gov	

RENTAL FOCUS SERVICE / NETWORK / EQUIPMENT

Description	Quantity	Monthly price (tax extra)	Monthly total (tax extra)	Billing Plan ¹
FOCUS LTE vehicular unit with embedded high-performance antenna, Parts and labor guarantee, FOCUS Web Service with US network coverage (Bluetooth ready).	92	\$15.00	\$1,380.00	M
FOCUS MOBILE (plug-in) vehicular unit with industrial window suction cup and embedded high-performance antenna, Parts and labor guarantee, FOCUS Web Service with US network coverage.	5	\$15.00	\$75.00	M
BIG-MINI LTE - LTE BIG MINI FOCUS unit with rechargeable battery for powered equipment. Information updated every 60 seconds when continuous 12 volts is supplied by the equipment. Autonomy when fully charged of 20 days at 4 position/day with movement alert when standby. Parts and labor guarantee, FOCUS Web Service with US network coverage, biannual hours calibration recommended using FOCUS SE option for motorised equipment (maximum of 2 function sensors).	5	\$15.00	\$75.00	M
DATA-60 - 60 seconds Data updates and web FOCUS positioning including a 5 Mb network data plan with US coverage. Not applicable to MINI-FOCUS.			\$0.00	INCLUDED
SUBTOTAL :			\$1,630.00	

¹ Monthly Quarterly Annually Unique

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ADDED VALUE MODULES

FOCUS O - Real time vehicle utilization KPI dashboard with associated reports (FOCUS LTE, OBD and BIG-MINI).	INCLUDED
FOCUS C - Driver behavior management with associated reports (FOCUS LTE and OBD).	INCLUDED
FOCUS R - Vehicle maintenance, repairs and inspections management with alerts and associated reports (FOCUS LTE and BIG-MINI).	INCLUDED
FOCUS P - Protection against technology obsolescence of FOCUS eligible Equipment for the contract duration (FOCUS LTE, BIG-MINI and FOCUS FUEL).	INCLUDED
FOCUS F - Ongoing FOCUS Web Service free user training for the contract duration. Included when applicable.	INCLUDED
FOCUS MANAGER+ - FOCUS unit's management and service orders (FOCUS LTE, OBD and BIG-MINI).	INCLUDED
IFTA - US-CAN mileage management per vehicle. Included when applicable.	INCLUDED
BATTERY - Battery level reading per vehicle (FOCUS LTE).	INCLUDED
ECM - Vehicle ECM information (check engine alerts, odometer and fuel consumption) when available by manufacturer – Cable, extra (FOCUS LTE and OBD).	INCLUDED
LSD MAP - Legal Subdivisions mapping information (for applicable States). Included when applicable.	INCLUDED

EQUIPMENT GUARANTY: The rented Equipment when applicable is guaranteed, parts and labor, for the contract duration. Items sold, including those below in 'OTHERS' or sold by third parties, are excluded from the Equipment guaranty.

SCHEDULE A (PUBLIC WORK DEPARTMENT)
DESCRIPTION OF THE APPLICATION SERVICE, EQUIPMENT AND FEES

RENTAL		OPTIONS		
Description	Quantity	Monthly price (tax extra)	Monthly total (tax extra)	Billing Plan ¹
DRIVER-COACHING ID - Employee identification with associated reports and employee scorecard per vehicle. Driving behaviour light alert and pre-programmed speeding alert per vehicle – Included: iButton reader and one KEY-E (FOCUS LTE compatible). INCLUDES : • Employee hour status management per FUNCTIONS and/or per ZONES • Per employee SPEED ZONE management	83	\$3.50	\$290.50	M
WEATHER-DRIVING - Driving behaviour measurement updated every hour to adjust driving behaviour light alert based on the climate condition, where the vehicle is in the US - Requires DRIVER-COACHING ID option.	83	\$0.00	\$0.00	INCLUDED
CLASS-ID - Per employee driver licence class alert associated at vehicle engine ignition (requires ID or DRIVER-COACHING ID option and one iButton KEY-E, extra).	83	\$0.00	\$0.00	INCLUDED
C PORTAL - Citizen facing web portal. Require ROUTE PROGRESSION option. Monthly rate based on population.	1	\$1,500.00	\$1,500.00	M
ROUTE PROGRESSION - Route progression tracking with activity status validation and associated reports. Customer data base bridge, if required, at IT hourly, extra. – Rate is for 12 month/year/client (FOCUS LTE compatible).	1	\$0.00	\$0.00	INCLUDED
(+) ROUTES PROGRESSION - Information per vehicle.	62	\$5.00	\$310.00	M
INFO-15 - FOCUS information updated every 15 seconds.	62	\$1.50	\$93.00	M
ESRI / CITYWORKS integration.	102	\$1.75	\$178.50	M
SNOW+ - Activity management plow, blade(s) and spreader readings for BOSCH, DICKEY-JOHN, ACE ECOBITE, FORCE AMERICA, GENESIS, SCHMIDT, PARKER IQAN, NIDO and EPOKE controller. Information, positioning and FOCUS Web report updated every 30 seconds (SNOW SEN sensors, INTERFACE CABLE, cabling and installation, extra) – Service for 6 months/year – add annual SNOW CERTIFICATION if required by authorities, extra (FOCUS LTE compatible).	14	\$7.50	\$105.00	M
SNOW - Activity management of plow, blade(s) and spreader. 30 seconds FOCUS Web information positioning (hydraulic SNOW SEN sensors, cabling and installation, customer responsibility) – If required by authorities, add annual SNOW CERTIFICATION option, extra – Service for 6 months/year (FOCUS LTE compatible).	66	\$5.00	\$330.00	M
FUNCTION - Equipment function activity management with associated reports (sensors and cabling, extra) – Hydraulic sensors and installation, if required are the customers responsibility (FOCUS LTE and BIG-MINI compatible).	32		\$0.00	INCLUDED
PATH OPTIMIZATION - Route path creation for driver assistance with points of interest and return to route function on vehicular tablet – Customer is responsible for routes created and their compliancy or not with applicable regulations – Bridge to customer data base bridge, if required, at IT hourly, extra – Rate is for 12 month/year/client (FOCUS LTE compatible) - Not applicable for sidewalk, trail, bike path.	1	\$0.00	\$0.00	INCLUDED
(+) PATH-OPTI - Per VEHICLE rate (FOCUS LTE, TAB ACTIVE tablet and 500Mb applicable network Plan, extra)	36	\$7.00	\$252.00	M
(+) PATH-OPTI - Per VEHICLE rate (FOCUS LTE, TAB ACTIVE tablet and 500Mb applicable network Plan, extra)	36	\$0.00	\$0.00	INCLUDED
SUBTOTAL:			\$3,059.00	

¹ Monthly Quarterly Annually Unique

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SALE		OTHERS		
Description	Quantity	Unit price (tax extra)	Total price (tax extra)	Billing Plan ¹
TAB ACTIVE - Android LTE, 7-inch screen tablet. Samsung manufacturer one (1) year limited warranty. Vehicular charger with 6-inch mount available extra. one (1) year limited warranty. Desk charger included.	36	\$650.00	\$23,400.00	U
TAB CHARGER - Cradle with vehicular charger and 6-inch mount.	36	\$0.00	\$0.00	INCLUDED
SNOW SEN - Hydraulic sensor (one monitoring sensor per tool and installation, customer's responsibility).	71	\$65.00	\$4,615.00	U
ECM J1939 - J1939 ECM interface cable for vehicle and heavy equipment.	26	\$30.00	\$780.00	U
ECM OBD2 - OBD2 interface cable for vehicle and equipment.	32	\$30.00	\$960.00	U
INTERFACE CABLE - Spreader controller interface cable for compatible SNOW+ option.	14	\$105.00	\$1,470.00	U
SUBTOTAL:			\$31,225.00	

¹ Monthly Quarterly Annually Unique

SCHEDULE A (PUBLIC WORK DEPARTMENT)
DESCRIPTION OF THE APPLICATION SERVICE, EQUIPMENT AND FEES

CERTIFICATE OF EXEMPT STATUS REQUIRED FOR SALES TAXES EXEMPTION APPLICABLE TO PURCHASES, RENTALS AND LEASES.

RENTAL CONTRACT (MONTHLY BILLING)			
	MONTHLY BILLING (tax extra)	STATE TAX	MONTHLY BILLING (tax included)
TOTAL : FOCUS SERVICE / NETWORK / EQUIPMENT	\$1,530.00	\$76.50	\$1,606.50
TOTAL : OPTIONS	\$3,059.00	\$152.95	\$3,211.95
TOTAL :	\$4,589.00	\$229.45	\$4,818.45

CONTRACT DURATION :	60	MONTH
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SALES PRICE (ONE-TIME BILLING)			
	AMOUNT (tax extra)	STATE SALES TAX	AMOUNT (tax included)
TOTAL : OTHERS	\$31,225.00	\$1,561.25	\$32,786.25

Please make cheque in Canadian or United States Dollar currency payable to TELUS Communications Inc.

By Mail: **TELUS Communications Inc.**

P.O. BOX 80700
 Burnaby, BC V5H 4P7

In Person:
 Credit Card or EFT
 (Electronic Funds Transfer)

Payable at most financial institutions in Canada
 TELUS Credit Services: 1-800-665-6774
 TELUS Partner Solutions: 1-877-283-0327

or Email: EFT@TELUS.com

INSTALLATION ²			
<input checked="" type="checkbox"/> Made by:	TELUS Communications (U.S.) Inc.	at the applicable hourly rate of:	\$130.00 WEEKDAYS (8H-17H)
<input type="checkbox"/> Travel cost included		<input checked="" type="checkbox"/> Travel cost applicable:	\$100.00 /HOUR

Equipment installation done during business hours. Waiting, No show, Cancellation/ Reschedule, Extenuating Circumstance are excluded and subject to the Equipment Lease Addendum ("Addendum") section 5.

² TAX EXTRA

INSTALLATION LOCATION (IF DIFFERENT)			
MAIN CONTACT:			
Address:			
Telephone:	Mobile:	Email:	

<p>Traveling fees are included if installations are in the City of Fargo, if out of the City, traveling rate is \$100.00 per hour.</p> <p>FOCUS by TELUS have received the City of Fargo following certificates required for taxes exemption applicable to purchases, rentals and leases:</p> <ul style="list-style-type: none"> - Certificate of Exempt Status (9.27.18) - City of Fargo W9 (10.14.19)



**TELUS Communications (U.S.) Inc.
EQUIPMENT LEASE ADDENDUM**

This **EQUIPMENT LEASE ADDENDUM** (the "**Addendum**") is an addendum to, and is hereby incorporated into, the Software-as-a-Service Agreement between Company and Customer, including the SaaS Terms and other schedules incorporated therein (collectively, the "Agreement").

1. ADDITIONAL DEFINITIONS. Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 "Equipment" means the equipment and/or hardware, manufactured by third parties, which Company may provide to Customer pursuant to the Exhibit A of this Addendum.

1.2 "Equipment Fees" means the fees specified in Exhibit for the Equipment provided by Company in connection with the Agreement and in accordance with this Addendum.

2. USE OF EQUIPMENT.

2.1 Warranties.

Subject to Subsection 2.3 below, the Company guarantees parts and labour for the Equipment during the Term. For clarity, this warranty is not applicable to any consumables. When applicable the Company shall pass through the terms of any third party manufacture warranty to Customer for the duration of the Agreement. Company makes no representations or warranties on the Equipment unless specifically set forth in this Agreement.

2.2 Consumables. Consumable items include accessories or items sold by Company to Customer. No representations or warranties are provided for consumables. Customer is solely responsible for the replacement of consumables.

2.3 Limitation of Warranties and Exclusions.

THE CUSTOMER ACKNOWLEDGES THAT THIS ADDENDUM IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS ON LIABILITY SET FORTH IN THE SAAS TERMS. THE COMPANY DOES NOT GUARANTEE ERROR-FREE OR UNINTERRUPTED OPERATION OF THE EQUIPMENT AND IS NOT RESPONSIBLE FOR THE EQUIPMENT'S LACK OF EXPECTED CAPABILITY OR FUNCTIONALITY. CONSUMABLES ARE EXCLUDED FROM THE EQUIPMENT WARRANTY.

The warranty on a particular piece of Equipment is void in the following circumstances:

(a) Damage caused by Customer's, or any third parties', installation or testing, unauthorized attempt to repair or modify, improper or inadequate maintenance by Customer or third parties, Consumables, or any other cause beyond the scope of the intended use of the Equipment or other product.

(b) Use of Equipment not authorized by Company.

3. MAINTENANCE OF EQUIPMENT.

3.1 Maintenance. The Customer shall be solely responsible throughout the Term for the operation and maintenance of the equipment by competent personnel in compliance with Company instructions and documentation, and all applicable laws and regulations. The Customer will not make any modifications, additions or improvements to the Equipment without obtaining the prior written consent from Company.

4. EQUIPMENT.

4.1 Fees. Customer shall pay to Company the Equipment Fees as set forth in Exhibit A of this Addendum.

4.2 Transportation and Delivery. Company will arrange for shipping of the Equipment to the location(s) listed in Exhibit A of this

Addendum. All shipments of the Equipment by Company pursuant to this Agreement will be made F.O.B. Company's designated facility. The Equipment will be packaged for shipment in accordance with Company's standard practices. Shipping, and related charges are not included in the fees set forth in Exhibit A to this Addendum. Risk of loss or damage to the shipment while in transit shall pass to Customer upon the goods being loaded for shipment at Company's designated facility.

4.3 Customer Responsibilities. Customer will be responsible for any damage to the Equipment while in the possession of Customer, except for normal wear and tear to a value of \$300 USD plus applicable taxes per unit. If, at the time the Equipment is returned, any Equipment is missing or damaged, Customer shall be responsible for paying the total replacement cost for any such missing or damaged Equipment. In the event this Addendum terminates, or the Parties mutually agree for the return of certain Equipment, Customer shall notify Company via e-mail at louis-philippe.bourgault@telus.com with the serial number and description of the Equipment. Upon the termination or expiration of this Addendum, Customer shall return all Equipment to Company in the same good condition and repair as when such Equipment was leased to Licensee, ordinary wear and tear and casualty excepted, within five (5) business days from the date of termination or expiration. Customer shall arrange for and pay all transportation, shipping, insurance and related fees, and shall bear the risk of loss until receipt by Company. Should Customer fail to timely return Equipment as required by Company, Customer may be required to do any of the following: (a) assemble all Equipment at Customer's expense, at a place reasonably designated by Company, (b) allow Company take possession of any or all items of Equipment, without demand or notice, wherever same may be located. Customer hereby waives any and all damages occasioned by such retaking, except to the extent that such damage is caused by Company's gross negligence or willful misconduct. Company may, at its option, use, ship, store or repair all Equipment so removed and may sell, lease or otherwise dispose of any such Equipment at a private or public sale.

4.4 Insurance. Customer will procure and maintain at Customer's expense, commercial property insurance for the full replacement value of the Equipment a value of \$1000 USD plus applicable taxes per unit, and commercial general liability insurance in an amount not less than \$2,000,000 USD. Following the execution of this Addendum and Exhibit A, it is required that Customer provide evidence of such insurance, stating that Company and/or its assigns as the certificate holder is included as loss payee on the commercial property policy and additional insured on the commercial general liability policy with respect to the Equipment identified above. No such loss or damage shall relieve Customer from any obligation under this Addendum.

5. INSTALLATION AND ACCESSORIES: All Equipment leased under this Addendum must be installed directly by Company or by authorized distributors, agents and approved service partners, the fee for which will be set forth in an Exhibit or Work Statement. The Customer shall provide the Company with access to the Customer's premises and worksites as is reasonably necessary in order for

Company to perform the installation. The Customer shall provide at its cost the work space, storage space, and electrical and telecommunications connections or facilities at the Customer's premises and work sites as may be specified in a Work Statement, or that are requested by the Company and are reasonably necessary in order for the Company to perform the installation. If the installation is done outside Company business hours or on holidays, additional charges will be applicable. Equipment installation may cause additional cost to be charged to the Customer at the applicable Company hourly rate for additional services set out below, such as: Waiting – In the event that the Company technician must wait on site for Customer equipment or vehicle to perform the Equipment installation at the agreed upon scheduled date. No Show - In the event that the Customer does not have equipment or vehicle needed for Equipment installation when Company arrives on site for an agreed upon scheduled installation date. Cancellation/Reschedule - If the Customer cancels or changes a scheduled installation date with less than 3 days' notice it will incur a day rate per technician. Extenuating Circumstance - Delays caused by (i) extreme weather or "acts of God", ii) any important delay caused by the Customer or any of its subcontractors or agents, or (iii) caused by any change order.

6. CREDIT INFORMATION.

6.1 Credit Inquiry. Customer authorizes Company to obtain credit bureau reports and make other credit inquiries that it determines are necessary to ensure the security of the Equipment.

7. ACKNOWLEDGEMENTS. The Parties intend and agree that:

(a) The Equipment shall remain personal property, and Company's title thereto shall not be impaired, notwithstanding its being affixed to any real property and notwithstanding any modifications made to the Equipment by Customer. Customer shall obtain and deliver to Company (to be recorded at Customer's expense), from any person having an interest in the property where the Equipment is to be located, waivers of any lien, encumbrance or interest which such person might claim with respect to the Equipment.

(b) This Addendum constitutes a true "lease" and a "finance lease" as such terms are defined in UCC-2A and not a sale or retention of security interest.

(c) Title to the Equipment shall at all times remain in Company, and Customer shall acquire no interest therein other than a leasehold interest.

8. TERM AND TERMINATION.

8.1 Term. The term of this Addendum commences on the date that the Company activates the Equipment following installation and is for the number of months set forth in Exhibit A hereto.

8.2 Termination. This Addendum may be terminated (a) by Company for any reason or no reason whatsoever, upon thirty (30) days written notice to Customer, or (b) by mutual agreement between the Parties.

8.3. Effect of Termination. Upon the termination of this Addendum, Customer shall promptly return Equipment to Company as set forth in Section 4.3 above. The rights and obligations of the parties under Sections 2.1, 2.3, 4.3, and 8.3 and all accrued rights to payment, if any, shall survive any termination or expiration of this Addendum.

**EQUIPMENT LEASE ADDENDUM
EXHIBIT A**

1. [Equipment List]
2. Delivery Locations.
3. Equipment Fees and Payment Terms.
4. [Special Warranty Terms]

REPORT OF ACTIONUTILITY COMMITTEE

2/a

Project: WW1701

Type: Change Order #2
PKG Contracting Inc.

Location: Water Reclamation Phase IIA Improvements

Date of Hearing: 3-4-2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>3-8-2021</u>
Project File	<u> </u>

Jim Hausauer, Water Reclamation Utility Director, presented attached memo describing Change Order #2 from PKG Contracting Inc. for Project WW1701 Phase IIA Improvements. The City of Fargo completed a Wastewater Treatment Plant (WWTP) Facility Plan to review the existing facilities condition & capacity. The facility plan assessed all process equipment and structural components of the WWTP, as well as deficiencies associated with capacity & condition. The Phase II recommendations in the Facility Plan focused on expansion needs to meet the 20 year capacity requirements for Fargo growth, regionalization and future regulatory requirements. To meet the schedule outlined in the Wastewater Service Agreement with West Fargo & Horace, portions of the expansion project needed to be completed by 2020. The first phase (Phase IIA) included items necessary to bridge the existing facility capacity until the full expansion is complete. Therefore, a number of components were prioritized into Phase IIA, based on the need for immediate growth, regionalization and cost savings.

The Water Reclamation Utility has a placeholder in the 20 year CIP for the Phase II Expansion. The project will be funded with a 30 year/2% Clean Water State Revolving Fund (SRF) loan, and programmed to be repaid with rate funds. As mentioned, Phase IIA is just being completed.

Change Order #2

There have been no financial change order increases, however there are a few items that caused some delays that were outside of the contractor's control. They are as follows:

- The new 72" reinforced concrete pipe (RCP) from the disinfection process to the river was planned to be installed summer/fall 2019. High river levels in the fall made this installation very difficult and was delayed until January 2020.
- New effluent pumps were originally planned for installation after the effluent pipeline was in place. However, COVID 19 caused a long term shut down of the California pump manufacturer facility and the pump delivery was delayed.
- Items remaining in the UV Basin & Effluent Structure were not completed until the Effluent Pumps were installed, thus delayed until fall of 2020, pushing remaining work to the winter months.

It will benefit plant operations to delay remaining items to Phase IIB due to the scope, construction timing and sequential order in certain areas of the plant. Since PKG Contracting is also the General Contractor for Phase IIB, the remaining items will be removed from Phase IIA to be added to Phase IIB

- The demolition of concrete wall in the UV Basin to new effluent box
- Install 72" slide gate on south wall of effluent box
- Complete coatings in UV Basin
- Brace UV effluent trough
- Install miscellaneous metals at Effluent Structure
- Final Landscaping, Seeding and Fencing

Due to weather concerns in the winter and high flow conditions in the spring, the earliest timeline for the above UV basin & effluent structure improvements would be summer 2021. The landscaping, seeding and fencing would not be completed for 1-2 years due to equipment and material storage. For accounting purposes, it is recommended to close out the Phase IIA project and shift those items to Phase IIB that cannot be completed in the near term.

A no cost change order is recommended by decreasing Phase IIA project costs/contract by \$40,300 and increasing the Phase IIB project cost/contract by \$40,300. In addition, the completion dates for Phase IIA would be extended to March 31, 2021.

MOTION:

On a motion by Kent Costin, seconded by Scott Luidahl, the Utility Committee voted to approve Project WW 1701 (Phase IIA) Change Order #2 from PKG Contracting Inc. for a contract reduction of \$40,300 and a completion date time extension to March 31, 2021.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>	<u>X</u>
					<u>X</u>
					<u>Proxy</u>
Anthony Gehrig, City Commissioner					
Kent Costin, Director of Finance	<u>X</u>	<u>X</u>			
Brian Ward, Water Plant Supt.					
Mark Miller, Wastewater Plant Supt.	<u>X</u>	<u>X</u>			
Bruce Grubb, City Administrator	<u>X</u>	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>	<u>X</u>			
Terry Ludlum, Solid Waste Utility Director	<u>X</u>	<u>X</u>			
Jim Hausauer, Water Reclamation Utility Dir.	<u>X</u>	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>	<u>X</u>			
Ben Dow, Public Works Operations Director					
Brenda Derrig, City Engineer	<u>X</u>	<u>X</u>		<u>Proxy – T Knakmuhs</u>	
Jason Halsne, Enterprise I/C Coordinator	<u>X</u>	<u>X</u>			

ATTEST:



Jim Hausauer
Water Reclamation Utility Director

C: Mayor Mahoney
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston

MEMORANDUM

March 4, 2021

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director *JH*
Re: Project WW1701 - Phase IIA Expansion
Change Order #2- PKG Contracting Inc. (Closeout & Time Extension)

Background

The City of Fargo completed a Wastewater Treatment Plant (WWTP) Facility Plan to review the existing facilities condition & capacity. The facility plan assessed all process equipment and structural components of the WWTP, as well as deficiencies associated with capacity & condition. The Phase II recommendations in the Facility Plan focused on expansion needs to meet the 20 year capacity requirements for Fargo growth, regionalization and future regulatory requirements. A Preliminary Engineering Report (PER) in 2017 identified the basis of design for the facility improvements, recommended treatment technologies and opinions of probable costs.

Phase IIA Improvements

To meet the schedule outlined in the Wastewater Service Agreement with West Fargo and Horace, portions of the expansion project needed to be completed by the end of 2019. The first phase (Phase IIA) included items necessary to bridge the existing facility capacity until the full expansion is complete. Therefore, a number of components were prioritized into Phase IIA, based on the need for immediate growth, regionalization and cost savings.

The Water Reclamation Utility has a placeholder in the 20 year CIP for the Phase II Expansion. The project will be funded with a 30 year/2% Clean Water State Revolving Fund (SRF) loan, and programmed to be repaid with rate funds. As mentioned, Phase IIA is just being completed.

Change Order #2

There have been no financial change order increases, however there are a few items that caused some delays that were outside of the contractor's control. They are as follows:

- The new 72" reinforced concrete pipe (RCP) from the disinfection process to the river was planned to be installed summer/fall 2019. High river levels in the fall made this installation very difficult and was delayed until January 2020.
- New effluent pumps were originally planned for installation after the effluent pipeline was in place. The contractor originally scheduled the effluent pump delivery for March 2020. However, COVID 19 caused a long term shut down of the California pump manufacturer facility and the estimated pump delivery was delayed (Note: The contractor installed temporary pumps and piping at no cost to the city so normal wastewater operations could continue).
- Items remaining in the UV Basin and Effluent Structure could not be completed until the Effluent Pumps were installed. This was delayed until fall of 2020, pushing remaining work to the winter months.

It will also benefit the treatment operations to delay some of the items to Phase IIB due to the scope, construction timing and sequential order in certain areas of the plant. Since PKG Contracting is also the General Contractor for Phase IIB the remaining items will be removed from Phase IIA to be added to Phase IIB

- The demolition of concrete wall in the UV Basin to new effluent box
- Install 72" slide gate on south wall of effluent box
- Complete coatings in UV Basin
- Brace UV effluent trough
- Install miscellaneous metals at Effluent Structure
- Final Landscaping, Seeding and Fencing

Due to weather concerns in the winter and high flow conditions in the spring, the earliest timeline for the above UV basin and effluent structure improvements would be this summer. The landscaping, seeding and fencing would not be completed for 1-2 years due to equipment and material storage. For accounting, it is recommended to close out the Phase IIA project and shift those items to Phase IIB that cannot be completed in the near term.

PKG Contracting is requesting a (no cost) change order by decreasing Phase IIA project costs/contract by \$40,300 and increasing the Phase IIB project cost/contract by \$40,300. In addition, the completion dates for Phase IIA would be extended to March 31, 2021.

Recommended Motion

Approve (no cost) Change Order #2 from PKG Contracting Inc. for Project WW1701 (Phase IIA Improvements) to deduct, closeout and transfer project cost to Phase IIB with no markups. Change Order #2 also includes a time extension of the substantial completion date to March 31, 2021.



Water | Transportation | Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway
Fargo, ND 58104

February 24, 2021

Mr. James Hausauer
City of Fargo
3400 North Broadway
Fargo, ND 58102

RE: Fargo Wastewater Treatment Facility
Phase IIA Improvements CO 2 & Phase IIB Expansion CO 1
Apex Project No. 18.102.0001 & 18.102.0114
Change Orders

Dear Mr. Hausauer,

The Phase IIA Expansion Project at the Wastewater Treatment Facility is nearing completion. A majority of the items have been completed and are in operation. There have been no changes to the project cost to date for this \$22,329,600 project. However, a few items were delayed due to circumstances outside the contractor's control such as equipment deliveries and weather delays. In addition, it would benefit the city's plant operations to delay some of the items remaining due to the Phase IIB project scope and construction in certain areas of the plant. Since PKG Contracting is also the General Contractor for the Phase IIB project, the remaining scope of work would be removed from Phase IIA and added to Phase IIB.

The items remaining in the Phase IIA scope of work include the following:

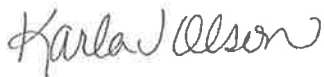
- Demolition of concrete wall in UV Basin to new effluent box
- Install 72" slide gate on south wall of effluent box
- Complete coatings in UV Basin
- Brace UV effluent weirs and troughs
- Install miscellaneous metals at the Effluent Structure
- Final landscaping, seeding and fencing

Due to weather concerns during the winter months and high flow potential in the spring, the earliest timeline for the above UV basin and effluent structure improvements is summer. The landscaping, seeding and fencing would not be completed for 1-2 years due to the material and equipment storage at the WWTF for the Phase IIB project. For accounting purposes for both the City of Fargo and the SRF Loan, it is recommended the Phase IIA project be closed out and the remaining work shifted to the Phase IIB project. It is a straight transfer of project costs with no mark ups.

In addition to the transfer of items from Phase IIA to Phase IIB, PKG Contracting is requesting an extension in time to March 31, 2021 for Phase IIA. There were a number of items delayed that were outside of the contractor's control. The new 72-inch reinforced concrete effluent pipe from the disinfection process to the river was originally planned for installation in the summer or fall of 2019. However, high river levels prevented the installation at that time. The contractor had to wait until January of 2020 for low river conditions for installation of the new pipeline. New effluent pumps were originally planned for installation after the effluent pipeline was in place. The contractor scheduled the effluent pump delivery for March of 2020. However, COVID-19 caused a long term shut-down at the pump manufacturer's California factory and the pumps were not delivered and installed until the Fall of 2020. The pump installation delays pushed the remaining work in the UV basin into winter. Some items couldn't be completed in cold weather; therefore, final items remaining on the Phase IIA contract will be completed in March of 2021.

PKG Contracting is requesting a change order to Phase IIA to decrease the project cost by \$40,300 and a change order to Phase IIB to increase project cost by \$40,300. In addition to decreasing the project costs on Phase IIA, the completion date would be extended to March 31, 2021. Since these change orders do not add any overall cost to the City of Fargo and they benefit plant operations, Apex agrees with these change orders. If approved, please sign the attached Phase IIA Change Order 2 form and Phase IIB Change Order 1 form and return to me for processing.

Apex Engineering Group, Inc.



Karla Olson, PE
Project Manager

CC: Mark Miller – City of Fargo
Elizabeth Tokach-Duran, NDDEQ

Change Order No. 2

Date of Issuance: March 8, 2021	Effective Date: March 8, 2021
Owner: City of Fargo, ND	Owner's Contract No.: WW1701
Contractor: PKG Contracting	Contractor's Project No.: 1811
Engineer: Apex Engineering Group	Engineer's Project No.: 18.102.0001
Project: Fargo Wastewater Treatment Facility Phase IIA	Contract Name: Phase IIA Expansion

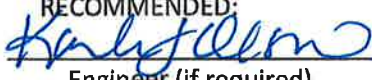

The Contract is modified as follows upon execution of this Change Order:

Description: Decrease in Scope for Items that cannot be Completed due to Weather; Change in Contract Time

Items removed from Phase IIA project and added to Phase IIB project are: demo wall in UV Basin to new effluent box, install 72" Slide Gate on south wall of effluent box, complete coating in UV Structure, brace UV Effluent troughs, install miscellaneous metals at Effluent Structure, final landscaping, seeding and fencing.

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 22,329,600.00	Original Contract Times: Substantial Completion: <u>December 31, 2019</u> Ready for Final Payment: <u>May 1, 2020</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>1</u> : Substantial Completion: <u>August 31, 2020</u> Ready for Final Payment: <u>September 15, 2020</u> days
Contract Price prior to this Change Order: \$ 22,329,600.00	Contract Times prior to this Change Order: Substantial Completion: <u>August 31, 2020</u> Ready for Final Payment: <u>September 15, 2020</u> days or dates
[Increase] [Decrease] of this Change Order: \$ 40,300.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>December 1, 2020</u> Ready for Final Payment: <u>March 31, 2021</u> days or dates
Contract Price incorporating this Change Order: \$ 22,289,300.00	Contract Times with all approved Change Orders: Substantial Completion: <u>December 1, 2020</u> Ready for Final Payment: <u>March 31, 2021</u> days or dates

RECOMMENDED:		ACCEPTED:	
By: 	By: _____	By: 	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)	
Title: <u>Project Manager</u>	Title: <u>Mayor</u>	Title: <u>Project Manager</u>	
Date: <u>2-24-2021</u>	Date: _____	Date: <u>2-23-21</u>	

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

REPORT OF ACTIONUTILITY COMMITTEE

216

Project No. WW1701

Type: Change Order #1
PKG Contracting Inc.

Location: Water Reclamation Phase IIB Improvements

Date of Hearing: 3-4-2021

<u>Routing</u>	<u>Date</u>
City Commission	3-8-2021
Project File	

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Change Order #1 from PKG Contracting Inc. for the Water Reclamation Phase IIB Improvements. The Utility conducted a Facility Plan to review the facilities existing condition & capacity. The facility plan assessed all process equipment & structural components of the WWTP, as well as deficiencies associated with capacity, condition, and future regulations. Recommendations were prioritized via a phased approach based on immediate needs and deficiencies, with a goal to meet the requirements for Fargo growth & regionalization. To meet the schedule outlined in the Wastewater Sewer Agreement with West Fargo, a majority of the expansion project needs to be completed in late 2022-(Phase IIB). Certain areas of the WWTP Expansion (Phase IIA) will be completed in weeks.

Components of the Phase IIB design & bid award include a combined head works building, a hybrid Integrated Fixed Film Activated Sludge (IFAS) technology for biological treatment, final clarifiers, blower building, return & waste activated sludge (RAS/WAS) pump station, thickening building, primary digester, odor control, a storm water lift station, and ancillary pumps, vaults and piping. Once operational the facility will double its current capacity to treat 29 million gallons per day, serving a regional population of 270,700.

The Water Reclamation Utility has a placeholder in the 20 year CIP for the Phase II Expansion. The project will be funded with a 30 year/2% Clean Water State Revolving Fund (SRF) loan, and programmed to be repaid with rate funds. Phase IIB also included a storm water lift station to be funded with Diversion Authority Funds.

Change Order #1

The Water Reclamation Utility treatment operations would benefit to delay some of the items from Phase IIA to Phase IIB due to the scope, construction timing and sequential order in certain areas of the plant. Since PKG Contracting is the General Contractor for both Phase IIA and Phase IIB, the remaining items will be removed from Phase IIA to be added to Phase IIB

- **The demolition of concrete wall in the UV Basin to new effluent box:** This wall separates the UV Basin from the effluent structure and the 72" discharge pipe. The wall could not be demolished until the effluent pumps (that were delayed) were installed and tested.
- **Install 72" slide gate on south wall of effluent box:** This slide gate is to be installed to prevent river back up during high levels. Similar to the wall demolition, this work could not be completed until the effluent pumps were installed.
- **Complete coatings in UV Basin:** The miscellaneous punch list touch ups requires that the coatings be applied during warm temperatures in the summer months.
- **Brace UV effluent trough:** The UV Basin needs to be taken off line and will be coordinated with other basin work is completed in the summer of 2021.
- **Install miscellaneous metals at Effluent Structure:** The grating and handrail needed to be delayed until the 72" slide gate was installed, thus delayed.
- **Final landscaping, seeding, and fencing:** This will not be possible until the end of the Phase IIB project. The site is currently full of excavation stockpiles and structures, making it unfeasible and wasteful to complete at this time.


Due to weather concerns in the winter and high flow conditions in the spring, the earliest timeline for the above UV basin and effluent structure improvements would be this summer. The landscaping, seeding and fencing would not be completed for 1-2 years due to equipment and material storage. A no cost change order is recommended by decreasing Phase IIA project costs by \$40,300 and increasing the Phase IIB project cost by \$40,300.

MOTION:

On a motion by Kent Costin, seconded by Scott Luidahl, the Utility Committee voted to approve Project WW1701 Change Order #1 from PKG Contracting Inc. for an increase of \$40,300 for the Phase IIB Improvements.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous X</u>
				<u>X</u>
				<u>Proxy</u>
Anthony Gehrig, City Commissioner				
Kent Costin, Director of Finance	X	X		
Brian Ward, Water Plant Superintendent				
Mark Miller, Water Reclamation Supt.	X	X		
Bruce Grubb, City Administrator	X	X		
Scott Liudahl, City Forester	X	X		
Terry Ludlum, Solid Waste Utility Director	X	X		
Jim Hausauer, Water Reclamation Utility Dir.	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director				
Brenda Derrig, City Engineer	X	X	Proxy – T Knakmuhs	
Jason Halsne, Enterprise I/C Coordinator	X	X		

ATTEST:



 Jim Hausauer
 Water Reclamation Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

MEMORANDUM

March 4, 2021

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director *JA*
Re: Project WW1701 - Phase IIB Expansion
Change Order #1 – PKG Contracting Inc.

Background

The Wastewater Utility conducted a Facility Plan to review the facilities existing condition & capacity. The facility plan assessed all process equipment & structural components of the WWTP, as well as deficiencies associated with capacity, condition, and future regulations. Recommendations were prioritized via a phased approach based on immediate needs/deficiencies, with a goal to meet the requirements for Fargo growth & regionalization. To meet the schedule outlined in the Wastewater Sewer Agreement with West Fargo, a majority of the expansion project needs to be completed in late 2022-(Phase IIB). Certain areas of the WWTP Expansion (Phase IIA) will be completed in weeks.

Phase IIB Improvements/Funding

Components of the Phase IIB design & bid award include a combined head works building, a hybrid Integrated Fixed Film Activated Sludge (IFAS) technology for biological treatment, final clarifiers, blower building, return & waste activated sludge (RAS/WAS) pump station, thickening building, primary digester, odor control, a storm water lift station, and ancillary pumps, vaults and piping. Once operational the facility will double its current capacity to treat 29 million gallons per day, serving a regional population of 270,700.

The Wastewater Utility has a placeholder in the 20 year CIP for the Phase II Expansion. The project will be funded with a 30 year/2% Clean Water State Revolving Fund (SRF) loan, and programmed to be repaid with rate funds. Phase IIB also included a storm water lift station to be funded with Diversion Authority Funds.

Change Order #1

The Water Reclamation Utility treatment operations would benefit to delay some of the items from Phase IIA to Phase IIB due to the scope, construction timing and sequential order in certain areas of the plant. Since PKG Contracting is the General Contractor for both Phase IIA and Phase IIB the remaining items will be removed from Phase IIA to be added to Phase IIB

- **The demolition of concrete wall in the UV Basin to new effluent box:** This wall separates the UV Basin from the effluent structure and the 72" discharge pipe. The wall could not be demolished until the effluent pumps (that were delayed) were installed and tested.
- **Install 72" slide gate on south wall of effluent box:** This slide gate is to be installed to prevent river back up during high levels. Similar to the wall demolition, this work could not be completed until the effluent pumps were installed.
- **Complete coatings in UV Basin:** The miscellaneous punch list touch ups requires that the coatings be applied during warm temperatures in the summer months.

- Page 179 • **Brace UV effluent trough:** The UV Basin needs to be taken off line and will be coordinated with other basin work is completed in the summer of 2021.
- **Install miscellaneous metals at Effluent Structure:** The grating and handrail needed to be delayed until the 72" slide gate was installed, thus delayed.
 - **Final landscaping, seeding, and fencing:** This will not be possible until the end of the Phase IIB project. The site is currently full of excavation stockpiles and structures, making it unfeasible and wasteful to complete at this time.

Due to weather concerns in the winter and high flow conditions in the spring, the earliest timeline for the above UV basin and effluent structure improvements would be this summer. The landscaping, seeding and fencing would not be completed for 1-2 years due to equipment and material storage.

PKG Contracting is requesting a (no cost) change order by decreasing Phase IIA project costs by \$40,300 and increasing the Phase IIB project cost by \$40,300. In addition, the completion dates for Phase IIA would be extended to March 31, 2021.

Recommended Motion

Approve (no cost) Change Order #1 from PKG Contracting Inc. for Project WW1701 for a deduct in the contract to close out Phase IIA (-\$40,300) and transfer/add those project cost (+\$40,300) to the Phase IIB contract with no markups.



Water | Transportation | Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway
Fargo, ND 58104

February 24, 2021

Mr. James Hausauer
City of Fargo
3400 North Broadway
Fargo, ND 58102

RE: Fargo Wastewater Treatment Facility
Phase IIA Improvements CO 2 & Phase IIB Expansion CO 1
Apex Project No. 18.102.0001 & 18.102.0114
Change Orders

Dear Mr. Hausauer,

The Phase IIA Expansion Project at the Wastewater Treatment Facility is nearing completion. A majority of the items have been completed and are in operation. There have been no changes to the project cost to date for this \$22,329,600 project. However, a few items were delayed due to circumstances outside the contractor's control such as equipment deliveries and weather delays. In addition, it would benefit the city's plant operations to delay some of the items remaining due to the Phase IIB project scope and construction in certain areas of the plant. Since PKG Contracting is also the General Contractor for the Phase IIB project, the remaining scope of work would be removed from Phase IIA and added to Phase IIB.

The items remaining in the Phase IIA scope of work include the following:

- Demolition of concrete wall in UV Basin to new effluent box
- Install 72" slide gate on south wall of effluent box
- Complete coatings in UV Basin
- Brace UV effluent weirs and troughs
- Install miscellaneous metals at the Effluent Structure
- Final landscaping, seeding and fencing

Due to weather concerns during the winter months and high flow potential in the spring, the earliest timeline for the above UV basin and effluent structure improvements is summer. The landscaping, seeding and fencing would not be completed for 1-2 years due to the material and equipment storage at the WWTF for the Phase IIB project. For accounting purposes for both the City of Fargo and the SRF Loan, it is recommended the Phase IIA project be closed out and the remaining work shifted to the Phase IIB project. It is a straight transfer of project costs with no mark ups.

In addition to the transfer of items from Phase IIA to Phase IIB, PKG Contracting is requesting an extension in time to March 31, 2021 for Phase IIA. There were a number of items delayed that were outside of the contractor's control. The new 72-inch reinforced concrete effluent pipe from the disinfection process to the river was originally planned for installation in the summer or fall of 2019. However, high river levels prevented the installation at that time. The contractor had to wait until January of 2020 for low river conditions for installation of the new pipeline. New effluent pumps were originally planned for installation after the effluent pipeline was in place. The contractor scheduled the effluent pump delivery for March of 2020. However, COVID-19 caused a long term shut-down at the pump manufacturer's California factory and the pumps were not delivered and installed until the Fall of 2020. The pump installation delays pushed the remaining work in the UV basin into winter. Some items couldn't be completed in cold weather; therefore, final items remaining on the Phase IIA contract will be completed in March of 2021.

PKG Contracting is requesting a change order to Phase IIA to decrease the project cost by \$40,300 and a change order to Phase IIB to increase project cost by \$40,300. In addition to decreasing the project costs on Phase IIA, the completion date would be extended to March 31, 2021. Since these change orders do not add any overall cost to the City of Fargo and they benefit plant operations, Apex agrees with these change orders. If approved, please sign the attached Phase IIA Change Order 2 form and Phase IIB Change Order 1 form and return to me for processing.

Apex Engineering Group, Inc.



Karla Olson, PE
Project Manager

CC: Mark Miller – City of Fargo
Elizabeth Tokach-Duran, NDDEQ

Change Order No. 1

Date of Issuance: March 8, 2021	Effective Date: March 8, 2021
Owner: City of Fargo, ND	Owner's Contract No.: WW1701
Contractor: PKG Contracting	Contractor's Project No.: 1811
Engineer: Apex Engineering Group	Engineer's Project No.: 18.102.0114
Project: Fargo WWTF Expansion Phase IIB	Contract Name: Phase IIB Expansion

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

Description: Increase in Scope for Items that cannot be Completed in Phase IIA due to Weather

Items removed from Phase IIA project and added to Phase IIB project are: demo wall in UV Basin to new effluent box, install 72" Slide Gate on south wall of effluent box, complete coating in UV Structure, brace UV Effluent troughs, install miscellaneous metals at Effluent Structure, final landscaping, seeding and fencing.

Attachments: N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ 123,950,000.00	Original Contract Times: Substantial Completion: <u>December 31, 2023</u> Ready for Final Payment: <u>May 31, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : \$ 0.00	[Increase] [Decrease] from previously approved Change Orders No. <u>-</u> to No. <u>-</u> : Substantial Completion: <u>N/A</u> Ready for Final Payment: _____ days
Contract Price prior to this Change Order: \$ 123,950,000.00	Contract Times prior to this Change Order: Substantial Completion: <u>December 31, 2023</u> Ready for Final Payment: <u>May 31, 2024</u> days or dates
[Increase] [Decrease] of this Change Order: \$40,300.00	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ 123,990,300.00	Contract Times with all approved Change Orders: Substantial Completion: <u>December 31, 2023</u> Ready for Final Payment: <u>May 31, 2024</u> days or dates

RECOMMENDED:
By: [Signature]
Engineer (if required)
Title: Project Manager
Date: 2-24-2021

ACCEPTED:
By: _____
Owner (Authorized Signature)
Title: Mayor
Date: _____

ACCEPTED:
By: [Signature]
Contractor (Authorized Signature)
Title: Project Manager
Date: 2-23-21

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(23)

Improvement District No. NN-19-A1 Type: Change Order #1 (Time Extension)

Location: 64th Ave S, west of Cass Cty Drain 53 Date of Hearing: 3/1/2021

<u>Routing</u>	<u>Date</u>
City Commission	<u>3/8/2021</u>
PWPEC File	<u>X</u>
Project File	<u>Rob Hasey</u>

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, regarding a time extension (Change Order #1) requested by Key Contracting for installation of decorative rings on the fence surrounding the lift station. The rings are currently on back order.

Staff is recommending approval of the time extension (Change Order #1) adjusting the Substantial Completion Date from March 1, 2021 to April 1, 2021.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of the time extension (Change Order #1) as described above to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve the time extension (Change Order #1) to the Substantial Completion Date to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

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

COMMITTEE

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

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<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"/>	Tom Knakmuhs
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Rob Hasey, Project Manager
Date: February 24, 2021
Re: Improvement District No. NN-19-A1 – CO #1 Time Extension Request

Background:

Improvement District No. NN-19-A1 is for the installation of a new storm sewer lift station in the Selkirk Addition south of 64th Avenue South and west of Cass County Drain 53.

Key Contracting has requested a time extension to April 1st, 2021 to install decorative rings on the fence that encircles the storm sewer lift station. The fence was installed in February and is functional. The rings are decorative and do not impede the functionality of the fence. The rings are currently on backorder.

Recommended Motion:

Approve the time extension and add 31 calendar days to the Substantial Completion Date as shown below:

Original Completion Dates	Revised This Memo
Substantial – March 1, 2021	Substantial – April 1, 2021

RJH/klo
Attachments



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

Improvement District No	NN-19-A1	Change Order No	1
Project Name	Storm Sewer Lift Station, Retention Pond and Incidentals		
Date Entered	2/24/2021	For	Key Contracting Inc

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

EXPLANATION OF CHANGE: Time extension to April 1, 2021

Time extension for backordered decorative features on the storm sewer lift station fence.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Summary										
Source Of Funding										
Net Amount Change Order # 1 (\$)										
Previous Change Orders (\$)										0.00
Original Contract Amount (\$)										1,232,525.60
Total Contract Amount (\$)										1,232,525.60

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

CONTRACT TIME

Current Substantial Completion Date	03/01/2021	Current Final Completion Date		Additional Days Substantial Completion	31.00	Additional Days Final Completion	0.00	New Substantial Completion Date	04/01/2021	New Final Completion Date	
Description											

APPROVED Key Contracting, Inc.

For Contractor

Thomas P. Martin

Title President

APPROVED DATE

Department Head

Mayor

3/2/21



CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Attest

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

24

Improvement District No. BR-20-E1

Type: Final Balancing Change Order #4

Location: 17th St S, 21st Ave – 25th Ave
25th Ave S, 18th St - 14th St

Date of Hearing: 3/1/2021

<u>Routing</u>	<u>Date</u>
City Commission	3/8/2021
PWPEC File	X
Project File	Aaron Edgar

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, for Final Balancing Change Order #4 in the amount of \$57,752.74, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #4 in the amount of \$57,752.74, bringing the total contract amount to \$1,837,978.16.

On a motion by Steve Sprague, seconded by Kent Costin, the Committee voted to recommend approval of Final Balancing Change Order #4 to Northern Improvement.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Final Balancing Change Order #4 in the amount of \$57,752.74, bringing the total contract amount to \$1,837,978.16 to Northern Improvement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: State Funds, Utility Funds & Special Assessments


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

COMMITTEE

	Present	Yes	No	Unanimous
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Bruce Grubb, City Administrator	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tom Knakmuhs
Kent Costin, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson


Tom Knakmuhs, P.E.
Assistant City Engineer

Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Manager
Date: February 24, 2021
Re: Improvement District No. BR-20-E1 – Final Balancing Change Order #4

Background:

Attached is the Final Balancing Change Order #4, for \$57,752.74. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$ 1,754,601.35
Change Order #1	\$ 16,287.13
Change Order #2	\$ 9,336.94
Change Order #3	\$ 0.00
FBCO #4:	<u>\$ 57,752.74</u>
Total Contract:	\$ 1,837,978.16

Recommended Motion:

Approve the Final Balancing Change Order #4 in the amount of \$57,752.74 to Northern Improvement Co.

ADE/klo
Attachment
C: Tom Knakmuhs



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

Improvement District No	BR-20-E1	Change Order No	4
Project Name	Water Main Replacement, Street Reconstruction, Asphalt Mill & Overlay, & Incidentals		
Date Entered	2/18/2021	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:

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
SANITARY SEWER	2	Remove Pipe All Sizes All Types	LF	10.00	0.00	10.00	15.00	25.00	36.00	540.00
	3	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	308.00	0.00	308.00	27.00	335.00	48.00	1,296.00
	4	Bore Pipe SDR 26 - 6" Dia PVC	LF	60.00	0.00	60.00	-60.00	0.00	54.00	-3,240.00
	5	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	10.00	0.00	10.00	-4.00	6.00	600.00	-2,400.00
	6	Connect Pipe to Exist Structure	EA	1.00	0.00	1.00	2.00	3.00	3,000.00	6,000.00
								SANITARY SEWER Sub Total (\$)		2,196.00
WATER MAIN REPLACEMENT	10	Remove Pipe - Asbestos Cement	LF	1,261.00	0.00	1,261.00	46.00	1,307.00	30.00	1,380.00
	12	F&I Fittings Ductile Iron	LB	1,400.00	0.00	1,400.00	197.00	1,597.00	8.40	1,654.80
	14	F&I Insulation 2" Thick	SY	12.00	0.00	12.00	-2.00	10.00	36.00	-72.00
	16	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	54.00	0.00	54.00	6.00	60.00	90.00	540.00
	17	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	1,232.00	0.00	1,232.00	51.00	1,283.00	91.20	4,651.20
	18	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	14.00	0.00	14.00	14.00	28.00	120.00	1,680.00
	22	F&I Pipe w/GB 1" Dia Water Service	LF	255.00	0.00	255.00	53.00	308.00	55.20	2,925.60
	23	F&I Pipe w/GB 1.5" Dia Water Service	LF	45.00	0.00	45.00	-4.00	41.00	67.20	-268.80
	24	F&I Pipe w/GB 2" Dia Water Service	LF	78.00	0.00	78.00	-23.00	55.00	78.00	-1,794.00
	25	F&I Pipe 2" Dia Water Service	LF	22.00	0.00	22.00	-22.00	0.00	49.20	-1,082.40

WATER MAIN REPLACEMENT									
26	Rem & Repl CS & Box 1" Dia	EA	6.00	0.00	6.00	1.00	7.00	564.00	564.00
28	Rem & Repl CS & Box 2" Dia	EA	3.00	0.00	3.00	-1.00	2.00	948.00	-948.00
31	F&I Casting - Water Service	EA	2.00	0.00	2.00	4.00	6.00	126.00	504.00
WATER MAIN REPLACEMENT Sub Total (\$)									
33	Remove Pipe All Sizes All Types	LF	367.00	0.00	367.00	94.00	461.00	24.00	2,256.00
35	Remove Inlet	EA	7.00	0.00	7.00	-2.00	5.00	660.00	-1,320.00
38	F&I Manhole 5' Dia Reinf Conc	EA	5.00	0.00	5.00	1.00	6.00	4,680.00	4,680.00
43	F&I Pipe 15" Dia Reinf Conc	LF	34.00	0.00	34.00	-34.00	0.00	74.40	-2,529.60
44	F&I Pipe 18" Dia Reinf Conc	LF	7.00	0.00	7.00	-7.00	0.00	81.60	-571.20
45	F&I Pipe 30" Dia Reinf Conc	LF	875.00	0.00	875.00	-875.00	0.00	103.20	-90,300.00
46	F&I Pipe w/GB 15" Dia Reinf Conc	LF	135.00	0.00	135.00	20.00	155.00	78.00	1,560.00
47	F&I Pipe w/GB 18" Dia Reinf Conc	LF	29.00	0.00	29.00	7.00	36.00	82.80	579.60
49	F&I Pipe w/GB 30" Dia Reinf Conc	LF	410.00	0.00	410.00	880.00	1,290.00	120.00	105,600.00
50	F&I Pipe w/GB 48" Dia Reinf Conc	LF	386.00	0.00	386.00	1.00	387.00	264.00	264.00
51	F&I 1'-1/4" Trench Found Rock 14" thru 24" Dia	LF	100.00	0.00	100.00	-60.00	40.00	6.00	-360.00
STORM SEWER Sub Total (\$)									
55	Remove Pavement All Thicknesses All Types	SY	4,650.00	0.00	4,650.00	7.00	4,657.00	8.00	56.00
56	Remove Driveway All Thicknesses All Types	SY	830.00	0.00	830.00	-3.40	826.60	6.95	-23.63
57	Remove Sidewalk All Thicknesses All Types	SY	1,100.00	0.00	1,100.00	55.30	1,155.30	7.00	387.10
58	Remove Curb & Gutter	LF	2,950.00	0.00	2,950.00	237.00	3,187.00	2.75	651.75
60	Subgrade Preparation	SY	5,800.00	0.00	5,800.00	7.00	5,807.00	3.45	24.15
61	F&I Woven Geotextile	SY	5,800.00	0.00	5,800.00	7.00	5,807.00	1.75	12.25
62	F&I Edge Drain 4" Dia PVC	LF	2,950.00	0.00	2,950.00	123.00	3,073.00	7.50	922.50
63	F&I Class 5 Agg - 8" Thick	SY	5,800.00	0.00	5,800.00	7.00	5,807.00	10.85	75.95
64	F&I Curb & Gutter Mountable (Type I)	LF	2,950.00	0.00	2,950.00	237.00	3,187.00	22.70	5,379.90
65	F&I Aggregate for Asph Pavement FAA 43	TON	2,450.00	0.00	2,450.00	-113.56	2,336.44	53.00	-6,018.68
66	F&I Asphalt Cement PG 58S-34	TON	141.00	0.00	141.00	-16.40	124.60	650.00	-10,660.00
PAVING									



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

PAVING	67	F&I Sidewalk 4" Thick Reinf Conc	SY	1,100.00	0.00	1,100.00	55.30	1,155.30	52.75	2,917.08
	69	F&I Driveway 6" Thick Reinf Conc	SY	900.00	0.00	900.00	-78.40	821.60	68.70	-5,386.08
	70	F&I Det Warn Panels Cast Iron	SF	130.00	0.00	130.00	-82.00	48.00	52.65	-4,317.30
	72	Rem & Repl Casting - Std Manhole	EA	2.00	0.00	2.00	-1.00	1.00	1,045.00	-1,045.00
	73	Casting to Grade - Blvd	EA	5.00	0.00	5.00	1.00	6.00	490.00	490.00
	76	GV Box to Grade - no Conc	EA	6.00	0.00	6.00	1.00	7.00	440.00	440.00
	78	Relocate Mailbox	EA	6.00	0.00	6.00	-3.00	3.00	270.00	-610.00
	80	Boulevard Grading	SY	3,400.00	0.00	3,400.00	-43.00	3,357.00	3.60	-154.80
	81	Seeding Type C	SY	3,400.00	0.00	3,400.00	-43.00	3,357.00	1.05	-45.15
	82	Mulching Type 1 - Hydro	SY	3,400.00	0.00	3,400.00	-43.00	3,357.00	1.05	-45.15
	83	Weed Control Type B	SY	3,400.00	0.00	3,400.00	-3,400.00	0.00	0.11	-374.00
SIGNING	89	Construction Signing	SF	18.00	0.00	18.00	-18.00	0.00	16.50	-297.00
	91	F&I Traffic Surface Gravel	TON	100.00	0.00	100.00	-100.00	0.00	36.50	-3,650.00
								PAVING Sub Total (\$)		-21,470.12
	92	F&I Diamond Grade Cubed	SF	21.00	0.00	21.00	4.15	25.15	26.40	109.56
	93	F&I Engineering Grade	SF	56.00	0.00	56.00	-5.50	50.50	22.00	-121.00
	94	F&I Sign Assembly & Anchor	EA	17.00	0.00	17.00	-3.00	14.00	93.50	-280.50
								SIGNING Sub Total (\$)		-291.94
	101	F&I Conductor #6 USE Cu	LF	5,274.00	0.00	5,274.00	-990.00	4,284.00	1.30	-1,287.00
	102	F&I Innerduct 1.5" Dia	LF	1,998.00	0.00	1,998.00	-495.00	1,503.00	7.60	-3,762.00
	104	F&I Pull Box	EA	1.00	0.00	1.00	1.00	2.00	1,210.00	1,210.00
								STREET LIGHTING Sub Total (\$)		-3,839.00
MILL & OVERLAY	106	Remove Sidewalk All Thicknesses All Types	SY	21.00	0.00	21.00	-1.00	20.00	21.45	-21.45
	107	Remove Curb & Gutter	LF	100.00	0.00	100.00	808.50	908.50	20.00	16,170.00
	109	Repair Manhole	EA	5.00	0.00	5.00	-1.00	4.00	5,000.00	-5,000.00
	111	Mill / Grind Asphalt Pmnt 1" to 2" Thick	SY	9,750.00	0.00	9,750.00	198.00	9,948.00	2.30	455.40
	112	F&I Aggregate for Asph Pavement FAA 43	TON	1,150.00	0.00	1,150.00	-5.38	1,144.62	38.95	-209.55
	113	F&I Asphalt Cement PG 58S-34	TON	67.00	0.00	67.00	-6.80	60.20	650.00	-4,420.00



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

MILL & OVERLAY	114	F&I Curb & Gutter Mountable (Type I)	LF	100.00	0.00	100.00	808.50	908.50	48.40	39,131.40
	115	Adjust Curb & Gutter - Mud/Sand Jack	LF	100.00	0.00	100.00	413.00	513.00	13.20	5,451.60
	118	F&I Det Warn Panels Cast Iron	SF	40.00	0.00	40.00	-8.00	32.00	52.65	-421.20
	120	Paint Epoxy Line 4" Wide	LF	1,122.00	0.00	1,122.00	119.00	1,241.00	3.60	428.40
MILL & OVERLAY Sub Total (\$)										51,564.60
Summary										
Source Of Funding										
Net Amount Change Order # 4 (\$)										57,762.74
Previous Change Orders (\$)										25,624.07
Original Contract Amount (\$)										1,754,601.35
Total Contract Amount (\$)										1,837,978.16

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/21/2020	10/25/2020	0.00	0.00	09/19/2020	10/25/2020

Description

APPROVED

For Contractor

Title

APPROVED DATE

Department Head

Mayor

Attest

Raon Deinger
Project Manager

[Signature]
3/2/21



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Improvement District No. BR-20-E1
Project Name Water Main Replacement, Street Reconstruction, Asphalt Mill & Overlay, & Incidentals
Type Utilities and Paving Repl/Rehab
Description On 17th Street South from 21st Avenue to 25th Avenue and on 25th Avenue South from 18th Street to the east side of 14th Street.
Pay Estimate Number 10 - FINAL
From Date 10/29/2020 **To Date** 02/18/2021

The Honorable Board of City Commissioners

Dear Commissioners,

Be advised that Northern Improvement Co has performed the work to date shown on this statement

Contract

Contract	Unit	Previous		Current		To Date		Percentage Complete(%)		
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)			
SANITARY SEWER										
1 Remove Manhole	EA	1.00	1,200.00	1.00	1,200.00	0.00	0.00	1.00	1,200.00	100.00
2 Remove Pipe All Sizes All Types	LF	10.00	36.00	25.00	900.00	0.00	0.00	25.00	900.00	250.00*
3 F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	308.00	48.00	335.00	16,080.00	0.00	0.00	335.00	16,080.00	108.77
4 Bore Pipe SDR 26 - 6" Dia PVC	LF	60.00	54.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5 F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	10.00	600.00	6.00	3,600.00	0.00	0.00	6.00	3,600.00	60.00
6 Connect Pipe to Exist Structure	EA	1.00	3,000.00	3.00	9,000.00	0.00	0.00	3.00	9,000.00	300.00*
7 Connect Pipe to Exist Pipe	EA	1.00	1,800.00	1.00	1,800.00	0.00	0.00	1.00	1,800.00	100.00
8 Connect Sewer Service	EA	14.00	1,800.00	14.00	25,200.00	0.00	0.00	14.00	25,200.00	100.00
9 Clean Pipe All Sizes All Types	LF	1,226.00	3.00	1,226.00	3,678.00	0.00	0.00	1,226.00	3,678.00	100.00
123 Extra - Replace sanitary sewer clean out and wye.	LS	1.00	2,492.61	1.00	2,492.61	0.00	0.00	1.00	2,492.61	100.00

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Page 1 of 9

Improvement District No: BR-20-E1



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
124 Extra - Exploratory Digging	LS	1.00	6,844.33	1.00	6,844.33	0.00	0.00	1.00	6,844.33	100.00
WATER MAIN REPLACEMENT				SANITARY SEWER Sub Total		70,794.94		70,794.94		
10 Remove Pipe - Asbestos Cement	LF	1,261.00	30.00	1,307.00	39,210.00	0.00	0.00	1,307.00	39,210.00	103.65
11 F&I Hydrant	EA	4.00	5,400.00	4.00	21,600.00	0.00	0.00	4.00	21,600.00	100.00
12 F&I Fittings Ductile Iron	LB	1,400.00	8.40	1,597.00	13,414.80	0.00	0.00	1,597.00	13,414.80	114.07*
13 Connect Pipe to Exist Pipe	EA	6.00	7,800.00	6.00	46,800.00	0.00	0.00	6.00	46,800.00	100.00
14 F&I Insulation 2" Thick	SY	12.00	36.00	10.00	360.00	0.00	0.00	10.00	360.00	83.33
15 F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	40.00	78.00	40.00	3,120.00	0.00	0.00	40.00	3,120.00	100.00
16 F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	54.00	90.00	60.00	5,400.00	0.00	0.00	60.00	5,400.00	111.11*
17 F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	1,232.00	91.20	1,283.00	117,009.60	0.00	0.00	1,283.00	117,009.60	104.14
18 F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	14.00	120.00	14.00	1,680.00	14.00	1,680.00	28.00	3,360.00	200.00*
19 F&I Gate Valve 4" Dia	EA	4.00	1,320.00	4.00	5,280.00	0.00	0.00	4.00	5,280.00	100.00
20 F&I Gate Valve 6" Dia	EA	4.00	1,560.00	4.00	6,240.00	0.00	0.00	4.00	6,240.00	100.00
21 F&I Gate Valve 10" Dia	EA	3.00	3,120.00	3.00	9,360.00	0.00	0.00	3.00	9,360.00	100.00
22 F&I Pipe w/GB 1" Dia Water Service	LF	255.00	55.20	308.00	17,001.60	0.00	0.00	308.00	17,001.60	120.78*
23 F&I Pipe w/GB 1.5" Dia Water Service	LF	45.00	67.20	41.00	2,755.20	0.00	0.00	41.00	2,755.20	91.11
24 F&I Pipe w/GB 2" Dia Water Service	LF	78.00	78.00	55.00	4,290.00	0.00	0.00	55.00	4,290.00	70.51



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Previous			Current			To Date			Percentage Complete(%)
		Quantity	Unit Price (\$)	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
25 F&I Pipe 2" Dia Water Service	LF	22.00	49.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
26 Rem & Repl CS & Box 1" Dia	EA	6.00	564.00	3,948.00	0.00	0.00	7.00	3,948.00	7.00	3,948.00	116.67*
27 Rem & Repl CS & Box 1.5" Dia	EA	1.00	864.00	864.00	0.00	0.00	1.00	864.00	1.00	864.00	100.00
28 Rem & Repl CS & Box 2" Dia	EA	3.00	948.00	1,896.00	0.00	0.00	2.00	1,896.00	2.00	1,896.00	66.67
29 Connect Water Service	EA	14.00	1,560.00	21,840.00	0.00	0.00	14.00	21,840.00	14.00	21,840.00	100.00
30 Furnish Temp Water Svc	EA	14.00	2,520.00	35,280.00	0.00	0.00	14.00	35,280.00	14.00	35,280.00	100.00
31 F&I Casting - Water Service	EA	2.00	126.00	756.00	0.00	0.00	6.00	756.00	6.00	756.00	300.00*
32 F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	9.60	960.00	0.00	0.00	100.00	960.00	100.00	960.00	100.00
122 Extra- Water Main Repair	LS	1.00	16,287.13	16,287.13	0.00	0.00	1.00	16,287.13	1.00	16,287.13	100.00
STORM SEWER		WATER MAIN REPLACEMENT Sub Total			1,680.00			377,032.33			
33 Remove Pipe All Sizes All Types	LF	367.00	24.00	11,064.00	0.00	0.00	461.00	11,064.00	461.00	11,064.00	125.61*
34 Remove Manhole	EA	4.00	900.00	3,600.00	0.00	0.00	4.00	3,600.00	4.00	3,600.00	100.00
35 Remove Inlet	EA	7.00	660.00	3,300.00	0.00	0.00	5.00	3,300.00	5.00	3,300.00	71.43
36 F&I Inlet - Single Box (SBI) Reinf Conc	EA	10.00	2,880.00	28,800.00	0.00	0.00	10.00	28,800.00	10.00	28,800.00	100.00
37 F&I Inlet - Manhole (MH) 5' Dia Reinf Conc	EA	1.00	4,920.00	4,920.00	0.00	0.00	1.00	4,920.00	1.00	4,920.00	100.00
38 F&I Manhole 5' Dia Reinf Conc	EA	5.00	4,680.00	28,080.00	0.00	0.00	6.00	28,080.00	6.00	28,080.00	120.00*
39 F&I Manhole 7' Dia Reinf Conc	EA	3.00	10,440.00	31,320.00	0.00	0.00	3.00	31,320.00	3.00	31,320.00	100.00
40 F&I Manhole Type E Reinf Conc	EA	1.00	14,400.00	14,400.00	0.00	0.00	1.00	14,400.00	1.00	14,400.00	100.00
41 F&I Controlled Density Fill	LS	1.00	9,120.00	9,120.00	0.00	0.00	1.00	9,120.00	1.00	9,120.00	100.00



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity		Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
42 Connect Pipe to Exist Structure	EA	2.00	1,200.00		2.00	2,400.00	0.00	0.00	2.00	2,400.00	100.00
43 F&I Pipe 15" Dia Reinf Conc	LF	34.00	74.40		0.00	0.00	0.00	0.00	0.00	0.00	0.00
44 F&I Pipe 18" Dia Reinf Conc	LF	7.00	81.60		0.00	0.00	0.00	0.00	0.00	0.00	0.00
45 F&I Pipe 30" Dia Reinf Conc	LF	875.00	103.20		0.00	0.00	0.00	0.00	0.00	0.00	0.00
46 F&I Pipe w/GB 15" Dia Reinf Conc	LF	135.00	78.00		155.00	12,090.00	0.00	0.00	155.00	12,090.00	114.81*
47 F&I Pipe w/GB 18" Dia Reinf Conc	LF	29.00	82.80		36.00	2,980.80	0.00	0.00	36.00	2,980.80	124.14*
48 F&I Pipe w/GB 21" Dia Reinf Conc	LF	20.00	114.00		20.00	2,280.00	0.00	0.00	20.00	2,280.00	100.00
49 F&I Pipe w/GB 30" Dia Reinf Conc	LF	410.00	120.00		1,290.00	154,800.00	0.00	0.00	1,290.00	154,800.00	314.63*
50 F&I Pipe w/GB 48" Dia Reinf Conc	LF	386.00	264.00		387.00	102,168.00	0.00	0.00	387.00	102,168.00	100.26
51 F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	100.00	6.00		40.00	240.00	0.00	0.00	40.00	240.00	40.00
52 F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	100.00	12.00		100.00	1,200.00	0.00	0.00	100.00	1,200.00	100.00
53 F&I 1-1/4" Trench Found Rock 42" thru 54" Dia	LF	100.00	24.00		100.00	2,400.00	0.00	0.00	100.00	2,400.00	100.00
54 Plug Pipe 27" thru 36" Dia	EA	1.00	420.00		1.00	420.00	0.00	0.00	1.00	420.00	100.00
PAVING					STORM SEWER Sub Total			0.00		415,582.80	
55 Remove Pavement All Thicknesses All Types	SY	4,650.00	8.00		4,657.00	37,256.00	0.00	0.00	4,657.00	37,256.00	100.15
56 Remove Driveway All Thicknesses All Types	SY	830.00	6.95		826.60	5,744.87	0.00	0.00	826.60	5,744.87	99.59
57 Remove Sidewalk All Thicknesses All Types	SY	1,100.00	7.00		1,155.30	8,087.10	0.00	0.00	1,155.30	8,087.10	105.03
58 Remove Curb & Gutter	LF	2,950.00	2.75		3,187.00	8,764.25	0.00	0.00	3,187.00	8,764.25	108.03



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity Unit Price (\$)		Previous		Current		To Date		Percentage Complete(%)
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
59 Remove Tree	EA	3.00	100.00	3.00	300.00	0.00	0.00	3.00	300.00	100.00
60 Subgrade Preparation	SY	5,800.00	3.45	5,807.00	20,034.15	0.00	0.00	5,807.00	20,034.15	100.12
61 F&I Woven Geotextile	SY	5,800.00	1.75	5,807.00	10,162.25	0.00	0.00	5,807.00	10,162.25	100.12
62 F&I Edge Drain 4" Dia PVC	LF	2,950.00	7.50	3,073.00	23,047.50	0.00	0.00	3,073.00	23,047.50	104.17
63 F&I Class 5 Agg - 8" Thick	SY	5,800.00	10.85	5,807.00	63,005.95	0.00	0.00	5,807.00	63,005.95	100.12
64 F&I Curb & Gutter Mountable (Type I)	LF	2,950.00	22.70	3,187.00	72,344.90	0.00	0.00	3,187.00	72,344.90	108.03
65 F&I Aggregate for Asph Pavement FAA 43	TON	2,450.00	53.00	2,336.44	123,831.32	0.00	0.00	2,336.44	123,831.32	95.36
66 F&I Asphalt Cement PG 58S-34	TON	141.00	650.00	124.60	80,990.00	0.00	0.00	124.60	80,990.00	88.37
67 F&I Sidewalk 4" Thick Reinf Conc	SY	1,100.00	52.75	1,155.30	60,942.08	0.00	0.00	1,155.30	60,942.08	105.03
68 F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	98.50	20.00	1,970.00	0.00	0.00	20.00	1,970.00	100.00
69 F&I Driveway 6" Thick Reinf Conc	SY	900.00	68.70	821.60	56,443.92	0.00	0.00	821.60	56,443.92	91.29
70 F&I Det Warn Panels Cast Iron	SF	130.00	52.65	48.00	2,527.20	0.00	0.00	48.00	2,527.20	36.92
71 Rem & Repl Casting - Self Leveling	EA	3.00	2,185.00	3.00	6,555.00	0.00	0.00	3.00	6,555.00	100.00
72 Rem & Repl Casting - Std Manhole	EA	2.00	1,045.00	1.00	1,045.00	0.00	0.00	1.00	1,045.00	50.00
73 Casting to Grade - Blvd	EA	5.00	490.00	6.00	2,940.00	0.00	0.00	6.00	2,940.00	120.00*
74 Casting to Grade - no Conc	EA	7.00	1,030.00	7.00	7,210.00	0.00	0.00	7.00	7,210.00	100.00
75 Casting to Grade - w/Conc	EA	13.00	1,030.00	13.00	13,390.00	0.00	0.00	13.00	13,390.00	100.00
76 GV Box to Grade - no Conc	EA	6.00	440.00	7.00	3,080.00	0.00	0.00	7.00	3,080.00	116.67*
77 GV Box to Grade - Blvd	EA	4.00	265.00	4.00	1,060.00	0.00	0.00	4.00	1,060.00	100.00
78 Relocate Mailbox	EA	6.00	270.00	3.00	810.00	0.00	0.00	3.00	810.00	50.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage
		Quantity	Unit Price (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
79 Temp Mailbox	LS	1.00	3,564.00	1.00	3,564.00	1.00	3,564.00	100.00
80 Boulevard Grading	SY	3,400.00	3.60	3,357.00	12,085.20	3,357.00	12,085.20	98.74
81 Seeding Type C	SY	3,400.00	1.05	3,357.00	3,524.85	3,357.00	3,524.85	98.74
82 Mulching Type 1 - Hydro	SY	3,400.00	1.05	3,357.00	3,524.85	3,357.00	3,524.85	98.74
83 Weed Control Type B	SY	3,400.00	0.11	0.00	0.00	0.00	0.00	0.00
84 F&I Decid Tree 1.5" Dia	EA	25.00	385.00	25.00	9,625.00	25.00	9,625.00	100.00
85 Stormwater Management	LS	1.00	1,950.00	1.00	1,950.00	1.00	1,950.00	100.00
86 Temp Construction Entrance	EA	2.00	1,950.00	2.00	3,900.00	2.00	3,900.00	100.00
87 Inlet Protection - Existing Inlet	EA	2.00	137.50	2.00	275.00	2.00	275.00	100.00
88 Inlet Protection - New Inlet	EA	14.00	181.50	14.00	2,541.00	14.00	2,541.00	100.00
89 Construction Signing	SF	18.00	16.50	0.00	0.00	0.00	0.00	0.00
90 Traffic Control - Type 1	LS	1.00	21,000.00	1.00	21,000.00	1.00	21,000.00	100.00
91 F&I Traffic Surface Gravel	TON	100.00	36.50	0.00	0.00	0.00	0.00	0.00
SIGNING		PAVING Sub Total		673,531.39		0.00		673,531.39
92 F&I Diamond Grade Cubed	SF	21.00	26.40	19.95	526.68	5.20	137.28	119.76*
93 F&I Engineering Grade	SF	56.00	22.00	31.25	687.50	19.25	423.50	90.18
94 F&I Sign Assembly & Anchor	EA	17.00	93.50	9.00	841.50	5.00	467.50	82.35
STREET LIGHTING		SIGNING Sub Total		2,055.68		1,028.28		3,083.96
95 Relocate Street Light	EA	1.00	330.00	1.00	330.00	0.00	0.00	100.00



**ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET**

Contract	Unit	Previous		Current		To Date		Percentage
		Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
96 Remove Street Light	EA	7.00	275.00	7.00	1,925.00	7.00	1,925.00	100.00
97 F&I Feed Point	EA	1.00	8,580.00	1.00	8,580.00	1.00	8,580.00	100.00
98 Remove Feed Point	EA	2.00	550.00	0.00	0.00	2.00	1,100.00	100.00
99 F&I Base 5' Deep Reinf Conc	EA	8.00	770.00	8.00	6,160.00	8.00	6,160.00	100.00
100 Remove Base	EA	7.00	495.00	7.00	3,465.00	7.00	3,465.00	100.00
101 F&I Conductor #6 USE Cu	LF	5,274.00	1.30	4,284.00	5,569.20	4,284.00	5,569.20	81.23
102 F&I Innerduct 1.5" Dia	LF	1,998.00	7.60	1,503.00	11,422.80	1,503.00	11,422.80	75.23
103 F&I Luminaire Type A	EA	7.00	330.00	7.00	2,310.00	7.00	2,310.00	100.00
104 F&I Pull Box	EA	1.00	1,210.00	2.00	2,420.00	2.00	2,420.00	200.00*
105 F&I Light Standard Type A	EA	7.00	2,695.00	7.00	18,865.00	7.00	18,865.00	100.00
MILL & OVERLAY		STREET LIGHTING Sub Total		61,047.00		1,100.00		62,147.00
106 Remove Sidewalk All Thicknesses All Types	SY	21.00	21.45	20.00	429.00	20.00	429.00	95.24
107 Remove Curb & Gutter	LF	100.00	20.00	908.50	18,170.00	908.50	18,170.00	908.50*
108 Repair Inlet	EA	6.00	1,350.00	6.00	8,100.00	6.00	8,100.00	100.00
109 Repair Manhole	EA	5.00	5,000.00	4.00	20,000.00	4.00	20,000.00	80.00
110 Adjust Manhole	EA	9.00	2,185.00	9.00	19,665.00	9.00	19,665.00	100.00
111 Mill / Grind Asphalt Pvmnt 1" to 2" Thick	SY	9,750.00	2.30	9,948.00	22,880.40	9,948.00	22,880.40	102.03
112 F&I Aggregate for Asph Pavement FAA 43	TON	1,150.00	38.95	1,144.62	44,582.95	1,144.62	44,582.95	99.53
113 F&I Asphalt Cement PG 58S-34	TON	67.00	650.00	60.20	39,130.00	60.20	39,130.00	89.85



ENGINEERING DEPARTMENT

PAY ESTIMATE SHEET

Contract	Unit	Quantity	Unit Price (\$)	Previous		Current		To Date		Percentage Complete(%)
				Quantity	Amount (\$)	Quantity	Amount (\$)	Quantity	Amount (\$)	
114 F&I Curb & Gutter Mountable (Type I)	LF	100.00	48.40	908.50	43,971.40	0.00	0.00	908.50	43,971.40	908.50*
115 Adjust Curb & Gutter - Mud/Sand Jack	LF	100.00	13.20	513.00	6,771.60	0.00	0.00	513.00	6,771.60	513.00*
116 F&I Sidewalk 4" Thick Reinf Conc	SY	17.00	91.00	17.00	1,547.00	0.00	0.00	17.00	1,547.00	100.00
117 F&I Sidewalk 6" Thick Reinf Conc	SY	14.00	98.50	14.00	1,379.00	0.00	0.00	14.00	1,379.00	100.00
118 F&I Det Warn Panels Cast Iron	SF	40.00	52.65	32.00	1,684.80	0.00	0.00	32.00	1,684.80	80.00
119 Inlet Protection - Existing Inlet	EA	12.00	137.50	12.00	1,650.00	0.00	0.00	12.00	1,650.00	100.00
120 Paint Epoxy Line 4" Wide	LF	1,122.00	3.60	800.00	2,880.00	441.00	1,587.60	1,241.00	4,467.60	110.61*
121 Paint Epoxy Line 24" Wide	LF	90.00	15.30	90.00	1,377.00	0.00	0.00	90.00	1,377.00	100.00
MILL & OVERLAY Sub Total					234,218.15		1,587.60		235,805.75	
Summary										
1. Original Contract Amount				\$ 1,754,601.35						
2. Net Change by Change Order				\$ 25,624.07						
3. Contract Amount To Date				\$ 1,780,225.42						
4. Total Work Completed to Date				\$ 1,837,978.16						
5. Retainage @ 0.00 % to Date				\$ 91,629.11						
6. Previous Retainage				\$ 91,629.11						
7. Retainage This Period				\$ 0.00						
8. Liquidated Damages										
0.00 Days to Date				\$ -4,600.00						
0.00 Days to Previous				\$ -4,600.00						



ENGINEERING DEPARTMENT
PAY ESTIMATE SHEET

0.00 Days This Period	\$ 0.00
9. Material on Hand (Payment)	\$ 0.00
10. Material on Hand (Recovery)	\$ 0.00
11. Adjustments	\$ -4,600.00
12. Total Due to Date	\$ 1,833,378.16
13. Previous Payments	\$ 1,736,353.17
14. Payment Due This Estimate	\$ 97,024.99
15. Amount allowed Pay Estimate # 10 - FINAL	\$ 97,024.99

Workflow History

Status	Pending On	Date	User	Action	Action User	Action Date	Action Notes
Draft	Administrator, Division Head, Project Manager	02/18/2021	aedgar	StageInitialized			

25

March 3, 2021

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. FP-19-A1

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 3, 2021, for Southwest Regional Pond Phase 1, Improvement District No. FP-19-A1, located south of 52nd Avenue South and west of Southeast Cass Water Resource District's Legal Drain 27.

For the bidding and advertising of this project, the North Dakota Century Code Section 48-01.2-06 was utilized due to the Engineer's estimated electrical costs for the project to be greater than \$50,000.00. Therefore, the North Dakota Century Code required bids for this project to be received for the following: General Construction, Electrical Construction and Combined.

The bids received were as follows:

<u>Company</u>	<u>General</u>	<u>Electrical</u>	<u>Combined</u>
Strata Corporation	-	\$110,190.00	-
JDP Electric	-	\$147,627.00	-
R.J. Zavoral & Sons, Inc.	\$4,365,306.54	-	\$4,511,293.54
KPH, Inc.	-	-	\$4,565,010.20
RL Larson Excavating, Inc.	-	-	\$4,642,846.55
Gladen Construction, Inc.	\$4,817,114.15	-	\$4,963,101.15
Jensen Brothers Construction, Inc.	-	-	\$5,011,687.80
Riley Bros. Construction, Inc.	\$5,148,361.03	\$76,500.00*	\$5,224,861.03
Park Construction Company	\$5,162,562.42	-	\$5,228,562.42
Meyer Contracting, Inc.	\$5,199,829.01	\$95,345.55*	\$5,295,174.56
Key Contracting, Inc.	\$5,651,720.91	-	\$5,846,720.91
Sellin Brothers, Inc.	\$6,335,874.00	-	\$6,414,874.00

*Bids withdrawn by Contractor due to error in bid submission.

Original Engineer's Estimate

\$ 6,195,466.50

As a result of the bids received, the apparent low bid is a combination of the General Construction bid submitted by R.J. Zavoral & Sons, Inc. of \$4,365,306.54 and the Electrical Construction bid submitted by Strata Corporation of \$110,190.00. The total of these two bids are \$4,475,496.54, which is less than the lowest Combined bid submitted of \$4,511,293.54 by R.J. Zavoral & Sons, Inc.

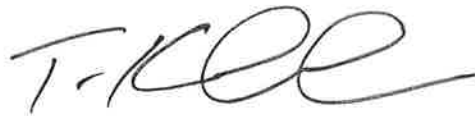
For proper accounting and administration of the General Construction and Electrical Construction contracts, it is necessary to assign new phase numbers to Improvement District No. FP-19-A. These new phase numbers will replace Improvement District No. FP-19-A1, which is the phase these bids were received under. The new phases for the General Construction contract and Electrical Construction contract shall be known as Improvement District No. FP-19-A2 and Improvement District No. FP-19-A3, respectively.

The special assessment escrow is not required.

Recommended Motion

Engineering staff is recommending award of a General Construction contract (Improvement District No. FP-19-A2) to R.J. Zavoral & Sons, Inc. in the amount of \$4,365,306.54 as the lowest and best bid received for General Construction, and an award of an Electrical Construction contract (Improvement District No. FP-19-A3) to Strata Corporation in the amount of \$110,190.00 as the lowest and best bid received for Electrical Construction. Both bid awards shall be contingent upon approval of the North Dakota Department of Environmental Quality. No protests have been received.

Sincerely,

A handwritten signature in black ink, appearing to read 'T. Knakmuhs', with a stylized, flowing script.

Tom Knakmuhs
Assistant City Engineer

TAK/klo

ENGINEER'S STATEMENT OF ESTIMATED COST
SOUTHWEST REGIONAL POND PHASE 1 – GENERAL CONTRACT
IMPROVEMENT DISTRICT NO. FP-19-A2

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 Tom Knakmuhs do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:

Southwest Regional Pond Phase 1 – General Contract Improvement District # FM-19-A2
of the City of Fargo, North Dakota

Line	Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
1	Mobilization	1.00	LS	85,000.00	85,000.00
2	F&I Gate	1.00	EA	5,000.00	5,000.00
3	Sediment Control Log 6" to 8" Dia	18,100.00	LF	1.92	34,752.00
4	Silt Fence - Heavy Duty	9,450.00	LF	2.13	20,128.50
5	Stormwater Management	1.00	LS	10,000.00	10,000.00
6	Temp Construction Entrance	1.00	EA	2,000.00	2,000.00
7	F&I Bullet Edging	27.00	LF	10.70	288.90
8	F&I Rock Mulch	2.00	CY	160.00	320.00
9	Concrete Washout Area	1.00	EA	1,600.00	1,600.00
10	F&I Turf Reinf Mat Type 1	12,800.00	SY	6.80	87,040.00
11	F&I Flared End Section 12" Dia Reinf Conc	2.00	EA	390.00	780.00
12	F&I Flared End Section 36" Dia Reinf Conc	2.00	EA	1,050.00	2,100.00
13	F&I Flared End Section 48" Dia Reinf Conc	4.00	EA	2,884.00	11,536.00
14	F&I Flared End Section 72" Dia Reinf Conc	1.00	EA	5,550.00	5,550.00
15	Remove Inlet	1.00	EA	375.00	375.00
16	F&I Lift Station	1.00	LS	1,418,000.00	1,418,000.00
17	F&I Pipe 12" Dia Reinf Conc	68.00	LF	40.00	2,720.00
18	F&I Pipe 36" Dia Reinf Conc	97.00	LF	95.00	9,215.00
19	F&I Pipe 48" Dia Reinf Conc	398.00	LF	235.00	93,530.00
20	F&I Pipe 72" Dia Reinf Conc	60.00	LF	295.00	17,700.00
21	F&I Rip Rap Rock	1,075.00	CY	85.00	91,375.00
22	F&I Rip Rap Rock	1,075.00	CY	85.00	91,375.00
23	Remove Pipe All Sizes All Types	120.00	LF	18.00	2,160.00
24	Topsoil - Strip	112,938.00	CY	2.16	243,946.08
25	Topsoil - Spread	53,711.00	CY	2.50	134,277.50
26	Fill - Impervious	5,812.00	CY	1.45	8,427.40
27	Fill - Random	13,371.00	CY	1.36	18,184.56

Line	Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
28	Seeding Type A	359,288.00	SY	0.11	39,521.68
29	Weed Control Type B	474,248.00	SY	0.02	9,484.96
30	Mulching Type 2 - Straw	474,248.00	SY	0.07	33,197.36
31	Seeding Type C	105,860.00	SY	0.05	5,293.00
32	Seeding Type C	9,100.00	SY	0.37	3,367.00
33	F&I Pavement 8" Thick Reinf Conc	1,631.00	SY	67.00	109,277.00
34	F&I Class 5 Agg - 9" Thick	1,631.00	SY	9.00	14,679.00
35	F&I Pull Box Polymer Conc	1.00	EA	3,789.00	3,789.00
36	F&I Pull Box PVC	1.00	EA	4,429.00	4,429.00
37	F&I Conduit 2" Dia	746.00	LF	13.10	9,772.60
38	F&I Fiber Optic Terminations & Equip	1.00	LS	10,779.00	10,779.00
39	Remove Pull Box	1.00	EA	3,362.00	3,362.00
Total Construction Cost =					\$4,365,306.54

Fees and Contingency:

Outside Engineering – Houston Engineering	\$525,000.00
Land Acquisition Costs	\$4,520,406.00
Administration Fee (4%)	\$174,612.26
Legal Fee (3%)	\$130,959.20
Interest Fee (4%)	\$174,612.26
Contingency (5%)	\$218,265.33
Total Fees and Contingency =	\$5,743,855.05

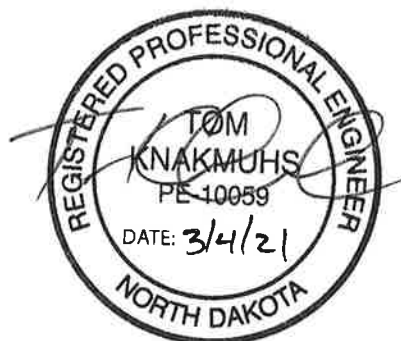
Summary of Project Funding:

Special Assessments	100%	\$10,109,161.59
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IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 3/4/2021

Tom Knakmuhs
Tom Knakmuhs, P.E.
Assistant City Engineer



ENGINEER'S STATEMENT OF ESTIMATED COST
SOUTHWEST REGIONAL POND PHASE 1 – ELECTRICAL CONTRACT
IMPROVEMENT DISTRICT NO. FP-19-A3

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 Tom Knakmuhs do hereby certify as follows:

That I am the Assistant City Engineer for the City of Fargo, North Dakota;

That the following is detailed statement of the estimated cost of the job described as:
Southwest Regional Pond Phase 1 – General Contract Improvement District # FM-19-A2
of the City of Fargo, North Dakota

Line	Description	Quantity	Unit	Unit Price (\$)	Amount (\$)
1	F&I Lift Station Electrical	1.00	LS	110,190.00	110,190.00
Total Construction Cost =					\$110,190.00

Fees and Contingency:


Outside Engineering – Houston Engineering	\$0.00
Administration Fee (4%)	\$4,407.60
Legal Fee (3%)	\$3,305.70
Interest Fee (4%)	\$4,407.60
Contingency (5%)	\$5,509.50
Total Fees and Contingency =	\$17,630.40

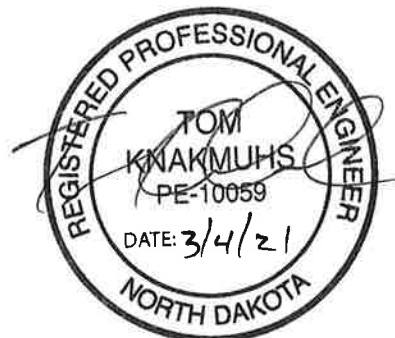
Summary of Project Funding:

Special Assessments	100%	\$127,820.40
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IN WITNESS THEREOF, I have hereunto set my hand and seal

Date: 3/4/2021


Tom Knakmuhs, P.E.
Assistant City Engineer



COVER SHEET
CITY OF FARGO PROJECTS

26

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:

GRADING, SALVAGED BASE, PCC PAVEMENT, STORM SEWER,
WATER MAIN, TRAFFIC SIGNAL, LIGHTING, SHARED USE PATH

Improvement District No. BN-20-A

Call For Bids March 8, 2021

Advertise Dates March 17 & 24, 2021

Bid Opening Date April 9 (NDDOT), 2021

Substantial Completion Date September 17, 2021

Final Completion Date December 1, 2021

N/A PWPEC Report (Part of 2021 CIP)

X Engineer's Report (Attach Copy)

N/A Direct City Auditor to Advertise for Bids (to be bid by NDDOT)

N/A Bid Quantities (Attach Copy for Auditor's Office Only)

X Notice to Property Owners (Dan Eberhardt)

Project Engineer Scott Olson

Phone No. (701) 241-1545

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

X Create District (Attach Copy of Legal Description)

X Order Plans & Specifications

X Approve Plans & Specifications

X Adopt Resolution of Necessity

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

X Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

GRADING, SALVAGED BASE, PCC PAVEMENT, STORM SEWER,
WATER MAIN, TRAFFIC SIGNAL, LIGHTING, SHARED USE PATH

IMPROVEMENT DISTRICT NO. BN-20-A

Nature and Scope

This project is for the pavement reconstruction of University Drive from 32nd Avenue North to 40th Avenue North. It provides for the installation of new water main, storm sewer, traffic signals, street lighting, and a new shared use path.

This project was approved by the Fargo City Commission under the 2021 Capital Improvements Program (CIP) and the project's federally mandated environmental document was approved by the Fargo City Commission.

Purpose

University Drive is an arterial street that services Fargo. The existing street section is a rural pavement section and has exceeded its useful life.

Feasibility

The estimated construction cost is \$6,522,649.50. Funding for the project will consist of Federal Highway Funds and Special Assessments. The project's cost breakout is as follows:

Water Main Costs	\$	873,275.00
Amount Federally Funded	\$	-
Amount Locally Funded	\$	873,275.00
Plus 4% Administration Fee:	\$	34,931.00
Plus 3% Legal Fee:	\$	26,198.25
Plus 4% Interest Fee:	\$	34,931.00
Plus 5% Contingency:	\$	43,663.75
Total Estimated Water Main Cost:	\$	1,012,999.00
Amount Special Assessed:	\$	1,012,999.00
Amount of Federal Funded:	\$	-

Storm Sewer Costs	\$ 1,289,266.50
Amount Federally Funded	\$ 657,525.92
Amount Locally Funded	\$ 631,740.58
Plus 4% Administration Fee:	\$ 25,269.62
Plus 3% Legal Fee:	\$ 18,952.22
Plus 4% Interest Fee:	\$ 25,269.62
Plus 5% Contingency:	\$ 31,587.03
Total Estimated Storm Sewer Cost:	\$ 1,390,344.99
Amount Special Assessed:	\$ 732,819.07
Amount of Federal Funded:	\$ 657,525.92

Paving Costs	\$ 4,360,108.00
Amount Federally Funded	\$ 2,932,166.80
Amount Locally Funded	\$ 1,427,941.20
Plus 4% Administration Fee:	\$ 57,117.65
Plus 3% Legal Fee:	\$ 42,838.24
Plus 4% Interest Fee:	\$ 57,117.65
Plus 5% Contingency:	\$ 71,397.06
Total Estimated Paving Cost:	\$ 4,588,578.59
Amount Special Assessed:	\$ 1,656,411.79
Amount of Federal Funded:	\$ 2,932,166.80

Miscellaneous Costs	
Right-of-Way and Easements:	\$ 1,624.00
Outside Engineering:	\$ 1,203,602.96
Total Miscellaneous Costs:	\$ 1,205,226.96
Amount Special Assessed:	\$ 294,919.68
Amount of Federal Funded:	\$ 910,307.28


Funding Summary

Project Funding Summary			
Special Assessments	45.10%	\$	3,697,149.54
Federal Funds	54.90%	\$	4,500,000.00
Total Estimated Project Cost		\$	8,197,149.54

Costs will be special assessed according to City policy.

We believe this project to be cost effective.




Tom Knakmuhs, P.E.
Assistant City Engineer

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

GRADING, SALVAGED BASE, PCC PAVEMENT, STORM SEWER,
WATER MAIN, TRAFFIC SIGNAL, LIGHTING, SHARED USE PATH

IMPROVEMENT DISTRICT NO. BN-20-A

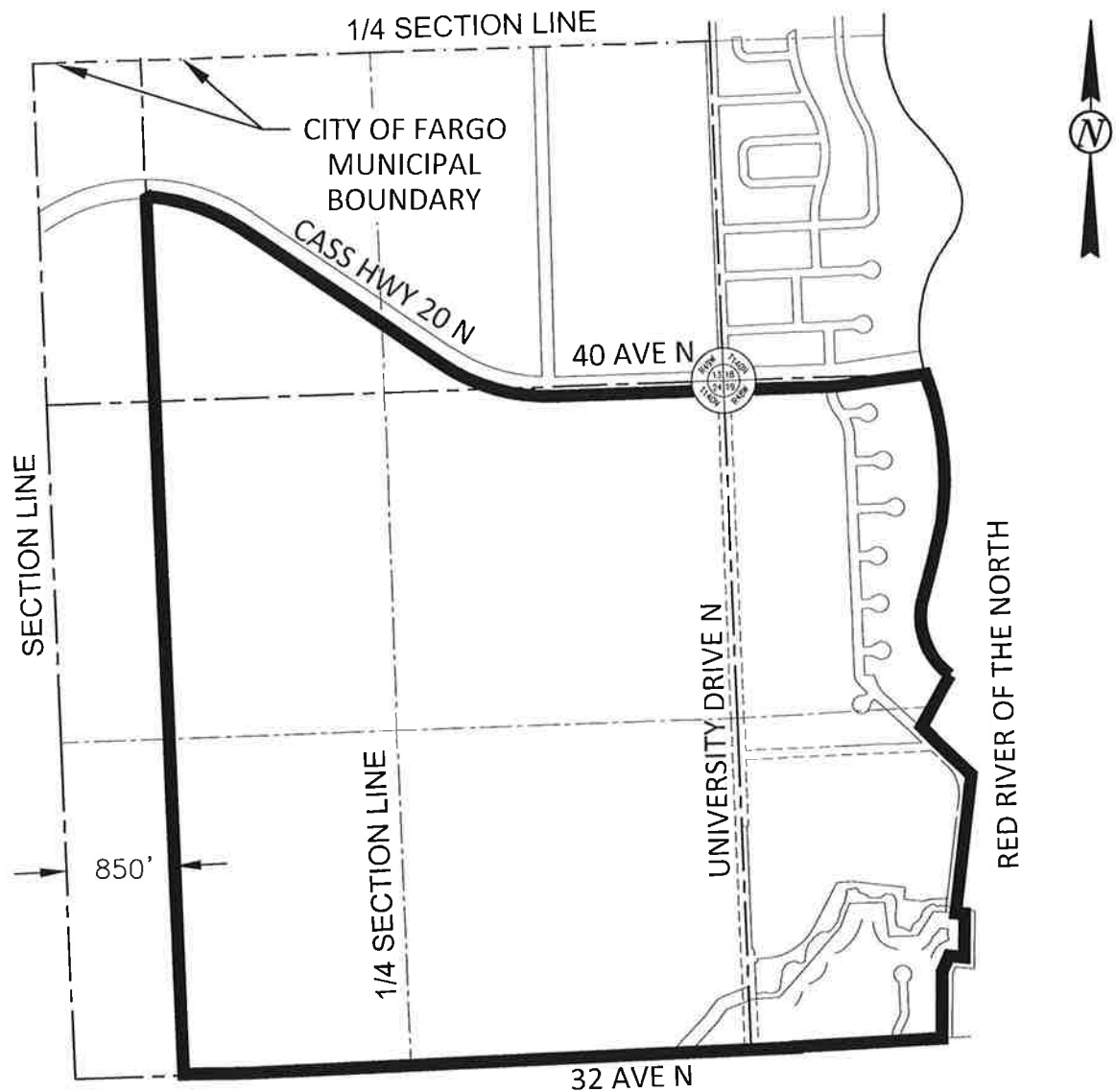
LOCATION:

On University Drive from 32nd Avenue North to 40th Avenue North.

COMPRISING:

All of the platted and unplatted land in Section 24, T140N, R49W, less the west 850'; in the South Half of Section 13, T140N, R49W south of 40th Avenue North and less the west 850'; and in Section 19, T140N, R48W west of the Red River of the North.

All of the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO ENGINEERING
DEPARTMENT

LOCATION & ASSESSMENT AREA

GRADING, SALVAGED BASE, PCC PAVEMENT,
STORM SEWER, WATERMAIN, TRAFFIC SIGNAL,
LIGHTING, SHARED USE PATH

IMPROVEMENT DISTRICT NO. BN-20-A