FARGO CITY COMMISSION AGENDA
Monday, November 30, 2020 – 4:30 p.m.

Executive Session at 4:30 p.m.

Roll call.

PLEASE NOTE: The City Commission will meet in an Executive Session to discuss strategy and to provide negotiating instructions to its negotiator, the Mayor, regarding the Airport Authority's proposed amendment to the January 14, 2020 Memorandum of Understanding (MOU) between the City and the Airport Authority and regarding other alternative or additional terms for amendment of the MOU. The City Commission's discussion of such matters, if held in public, would undermine the City's negotiating position with the Airport Authority with respect to the proposed amendment and with respect to such other terms the City may wish to consider and such discussion, if held in public, would adversely affect the bargaining position of the City, and would have an adverse fiscal effect on the City. This Executive Session is authorized pursuant to N.D.C.C. Section 44-04-19.1(9).

Regular Meeting at 5:00 p.m.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, November 16, 2020).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. 2nd reading and final adoption of an Ordinance Relating to the Human Relations Commission; 1st reading, 11/16/20.

2. USDA Wildlife Management Program as presented.

3. Purchase Agreement with DeNae Swalstad for property located at 749 Royal Oaks Drive North (Project No. FM-19-B).

4. Purchase Agreement with Scott C. and Donna M. Seltveit for property located at 906 41st Avenue North (Project No. FM-19-A).

5. Final Balancing Change Order No. 2 for an increase of $4,665.00 for Project No. SR-20-A1.

6. Amendment (first) to the Master Services Agreements with Terracon Consultants, Inc., Braun Intertec Corporation and Northern Technologies, LLC for Project No. MS-18-A0.

7. Change Order No. 1 for an increase of $40,651.00 for Project No. HD-19-A1.

Negative Final Balancing Change Order No. 5 in the amount of -$4,650.70 for Project No. SL-19-A1.

9. 2020 CIP revisions.

10. Construction Roll off Dumpster and Container Policy and associated fees.

11. State Water Commission request for cost reimbursement for FM Metropolitan Area Flood Risk Management Project Costs totaling $36,169,631.64.

12. Resolution Prescribing Forestry Rates effective 1/1/21.

13. Bid award for winter pruning operations (RFP21004).

14. Agreement for Services with the City of West Fargo.

15. Contract Amendment with Reach Partners, Inc. for an increase of $30,000.00.

16. Resolution Establishing a Moratorium Pertaining to the Time-Limited Parking Zones.

17. Purchase of replacement hard plastic backseats for twenty Police Department squads, and purchase and installation of kill switches for all Police Department patrol vehicles.

18. Public Transportation Agency Safety Plan.

19. Sole Source Procurement with New Flyer Industries and Cummins NP for vendor specific parts and service (SSP21015 and SSP21016).

20. Resolution Prescribing Rates and Charges for Wastewater Utility Service.

21. Sole Source Procurement with Gartner Refrigeration for a redundant ammonia storage system (SPP20124)

22. Bills.

23. Change Order No. 4 for an increase of $23,577.85 for Improvement District No. BR-20-C1.

24. Permanent Easement (Street and Utility) with Sanford North for Improvement District No. BN-20-L1.

25. Purchase Agreement of highway interchange right-of-way with Sanford North for Improvement District No. BN-21-L1.

26. Purchase Agreement and Permanent Easement (Street and Utility) with Park District of the City of Fargo for Improvement District No. BN-17-C1.

27. Agreement for Professional Services with Houston Engineering, Inc. for Improvement District No. BN-21-A2.

28. Bid award for Improvement District No. BN-21-A1.

REGULAR AGENDA:

29. **RESIDENT COMMENTS (each Fargo resident will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Fargo residents who would like to address the Commission virtually are encouraged to visit. FargoND.gov/VirtualCommission to sign up).**

30. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
    a. Hearing on a dangerous building located at 1714 5th Avenue South.

    b. Growth Plan Amendment on Lots 1 and 2, Block 7, Eagle Valley Addition; denial recommended by the Planning Commission on 11/3/20.

    c. Name Change Plat for Robins Lane South between 66th Avenue and Selkirk Drive South, located between Block 2 and Block 3, Selkirk Place First Addition, to be renamed Archer Place South (3104-3237 Robins Lane South); approval recommended by the Planning Commission on 11/3/20.

    d. Development Plan for Tax Increment Financing District No. 2020-01 to redevelop a parcel of property southeast of 6th Avenue North and Oak Street in the Oak Grove Neighborhood to include the clearing of existing buildings on the property and the construction of 117 apartments and 14 condominiums.

31. Amendment to the Memorandum of Understanding with the Fargo Municipal Airport Authority to extend the deadline for notice of termination to 7/1/21.

32. COVID-19 Update:
    a. Report on complaint calls received regarding the mask and guideline enforcement.
    b. Discussion regarding the end of Federal funding on December 31st.
    c. Report on economic impact of the pandemic on the bar/restaurant/retail industry.
    d. Update on vaccine distribution.

33. Recommendation to accept the Community Development Block Grant (CDBG-CV) Round 3 allocation from the US Department of Housing and Urban Development.

34. Recommendation of prioritized projects for submittal of Federal Aid.

35. Receive and file the proposed 2021 Capital Improvement Plan Report and 4-year CIP.

36. Applications for property tax exemptions for improvements made to buildings:
    a. Steven and Jan Visby, 46 Fremont Drive South (3 year).
    b. Jenna R. Gage, 1625 16 1/2 Street South (5 year).

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

(1)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 15-0202
OF ARTICLE 15-02 OF CHAPTER 15 OF THE FARGO MUNICIPAL CODE
RELATING TO THE HUMAN RELATIONS COMMISSION

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 15-0202 of Article 15-02 of Chapter 15 of the Fargo Municipal Code is hereby amended to read as follows:

15-0202. Number of Members--Term of Members--Appointment of Members--Filling Vacancies.--The Human Relations Commission shall consist of ~~nine~~ eleven members, who shall be appointed by the president of the board of city commissioners, subject to confirmation by the Board of City Commissioners. The terms of office of such commissioners shall be as follows, to wit: three members who shall serve until July 1, ~~2001~~ 2021; ~~three~~ four members who shall serve until July 1, ~~2002~~ 2022; and ~~three~~ four members who shall serve until July 1, ~~2003~~ 2023. At the expiration of the terms of the members as aforesaid, members shall be appointed for three-year terms. If a vacancy occurs otherwise then by expiration of a term, it shall be filled by appointment for the unexpired portion of the term. Notwithstanding the expiration of a member's term, such member may serve until his or her successor has been appointed and qualified.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

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

Attest:

_____
Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

THE CITY OF Fargo FAR MORE

(2)

Office of the City Attorney

City Attorney
Erik R. Johnson

Assistant City Attorney
Nancy J. Morris

November 25, 2020

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

Re: USDA Wildlife Services Division

Dear Commissioners,

Attached for your consideration is a letter received from Ryan Powers, District Supervisor of the USDA Wildlife Services Division for North Dakota. USDA, a Federal Agency, is seeking approval of the ability to use dangerous weapons or firearms, as defined by Ordinance, within the city of Fargo for the limited purposes stated, including the protection of health and safety of the public. Fargo Municipal Code §10-0304 (C) (3) permits the use of dangerous weapons or firearms in city limits when "participating in a management plan or program approved by the board of city commissions for the control of deer or other animals within the city limits". USDA has proposed such a plan, working in conjunction with the North Dakota Fish and Wildlife, for your approval. The proposed wildlife control plan or program will be carried out by proper USDA personnel and in consultation with the Fargo Police Department. Therefore, I am suggesting the following motion:

Suggested Motion: I move to approve the USDA Wildlife Management Program as presented in accordance with Fargo Municipal Code §10-0304 (C) (3) and in consultation with the Fargo Police Department, permitting USDA personnel to discharge firearms and other dangerous weapons as defined by Fargo Municipal Code §10-0304 (A) (1) and (2) for the control of wildlife endangering the health and safety of the public.

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

Regards,

Nancy J. Morris
Assistant City Attorney

USDA

United States Department of Agriculture

Marketing and Regulatory Programs

Animal and Plant Health Inspection Service

Wildlife Services

Bismarck State Office

2110 Miriam Circle
Suite A
Bismarck, ND
58501-2502

November 24, 2020

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

Dear Commissioners:

The North Dakota USDA-APHIS-Wildlife Services Program is seeking board approval (per Fargo Municipal Code Chapter 10, Article 10-0304, Section C3) for trained and certified Wildlife Services personnel to use firearms within the city limits of Fargo to alleviate wildlife damage. Wildlife Services personnel frequently receive requests from urban areas to provide assistance with wildlife damage management. The wildlife damage management techniques that Wildlife Services personnel utilize include both non-lethal and lethal methods depending on the circumstances. The North Dakota Wildlife Services Program has a Cooperative Agreement with the State of North Dakota to conduct a wildlife damage management program to protect agriculture, natural resources, property and human health and safety. Urban wildlife damage management projects typically involve a diversity of bird and mammal species and are designed to alleviate various conflicts including damage to property and disease risks to humans. If approved, Wildlife Services personnel would coordinate wildlife damage management activities that include the use of firearms with the Fargo Police Department. Thank you for your consideration of this request.

Sincerely,

Ryan Powers
District Supervisor ND/SD

Agreement Number: 19-73-38-6214-RA
WBS Element: AP.RA.RX38.73.0601

COOPERATIVE AGREEMENT 19-259

between

NORTH DAKOTA DEPARTMENT OF AGRICULTURE (NDDA)

and

NORTH DAKOTA GAME AND FISH DEPARTMENT (NDGFD)

and

NORTH DAKOTA STATE WATER COMMISSION (SWC)

and

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES (WS)

Article 1

The purpose of this Cooperative Agreement (Agreement) is to cooperate in wildlife damage management projects to reduce domestic livestock and crop production losses, to protect man-made and natural resources, and human health and safety.

Article 2

This Agreement defines in general terms the basis on which the parties concerned will cooperate.

Article 3

Authority exists under the Animal Damage Control Act of March 2, 1931, (7 U.S.C. 426-426b and 426c, as amended) for the Secretary of Agriculture to cooperate with States, individuals, public and private agencies, organizations, and institutions to control wildlife.

Article 4

NDDA and WS have entered into an agreement, that is, an agreement titled "Work/Financial Plan; Number: 19-258," which in this agreement is referred to as the "Work/Financial Plan." The Work/Financial Plan requires that WS perform certain

services that can be generally described as activities to mitigate wildlife damage. NDDA and WS will carry out the terms of the Work Financial Plan, and they retain all rights and remain subject to all duties provided for in that plan. This Agreement does not change, for either NDDA or WS, the rights and duties described in the Work/Financial Plan.

Article 5

NDDA shall:

A. Provide $830,400 to WS for the period starting July 1, 2019, and ending June 30, 2021, to reimburse WS on a quarterly basis provided all financial documentation has been received, for the work WS performs under the Work/Financial Plan.

B. Meet annually or more often if mutually agreed with NDGFD, SWC, and WS to discuss issues related to this Agreement and the Work Financial Plan.

C. Meet once a biennium to review records, regardless of physical form, and the accounting practices and procedures of WS relevant to this Agreement and the Work/Financial Plan.

D. Cooperate with WS to survey individuals receiving services regarding the performance of WS under the Work/Financial Plan.

Article 6

NDGFD shall:

A. Provide $500,000 to NDDA for the period starting July 1, 2019, and ending June 30, 2021, to be used to reimburse WS for the work WS performs under the Work/Financial Plan. The funds provided by NDGFD may not be used for blackbird control. NDDA shall invoice NDGFD $250,000 for FY 1 in June 2020, and $250,000 for FY 2 on June 2021 for the 2019-2021 biennium.

B. Meet annually or more often if mutually agreed with NDDA, SWC, and WS to discuss issues related to this Agreement and the Work/Financial Plan.

Article 7

SWC shall:

A. Provide $125,000 to NDDA for the period starting July 1, 2019, and ending June 30, 2021, to be used to reimburse WS for the work WS performs under the Work/Financial Plan. NDDA shall invoice SWC the total upon execution of Agreement.

B. Meet annually or more often if mutually agreed with NDDA, NDGFD, and WS to discuss issues related to this Agreement and to the Work/Financial Plan.

Article 8

WS shall:

A. Carry out its duties under the Work/Financial Plan.

B. Meet annually or more often if mutually agreed with NDDA, NDGFD, and SWC to discuss issues related to this Agreement and to the Work/Financial Plan.

C. Advise the NDDA, NDGFD, and SWC that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, and upon receiving this advice NDDA, NDGFD, and SWC each request that WS provide wildlife management services stated under the terms of this Agreement.

D. Provide to NDDA the information NDDA needs to carry out its obligations under Sections 'C' and 'D' of Article 5.

Article 9

Nothing in this Agreement shall prevent any other organization or individual from entering into separate Agreements with WS or the state for the purpose of managing human/wildlife conflicts.

Article 10

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise there from.

Article 11

All activities under this Agreement and the Work/Financial Plan will be conducted in accordance with applicable Federal, State, and local laws and regulations.

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, WS provides goods or services on a cost recovery basis to nonfederal recipients.

Article 12

For costs borne by WS, this Agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate WS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides APHIS funds only for a finite period under a Continuing Resolution.

Article 13

WS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

Article 14

This Agreement shall become effective upon date of final signature and shall continue through June 30, 2021 and is subject to renewal by mutual agreement of all parties. Further, this Agreement may be amended at any time by mutual agreement of the parties in writing.

NORTH DAKOTA DEPARTMENT OF AGRICULTURE

Doug Goehring, Agriculture Commissioner — Date 7/30/19

NORTH DAKOTA GAME AND FISH DEPARTMENT

Terry Steinwand, Game & Fish Director — Date 7/29/19

NORTH DAKOTA STATE WATER COMMISSION

Garland Erbele, State Engineer — Date 7.29.2019

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL & PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Jason Suckow, Regional Director — Date

Agreement Number: 19-73-38-6214-RA
WBS Element: AP.RA.RX38.73.0601

Work/Financial Plan
Number: #19-258

The parties to this work/financial plan are the State of North Dakota, acting through its Department of Agriculture (STATE), and the United States Department of Agriculture – Animal and Plant Health Inspection Service – Wildlife Services (WS);

1. SCOPE OF SERVICE

WS, in exchange for the compensation paid by STATE under this work/financial plan, shall provide the following services:

a. Provide services (Services) and otherwise do all things necessary - or incidental thereto - to mitigating wildlife conflicts with humans and human activities and wildlife damage to agriculture, natural resources, property, and human health and safety caused by beaver, coyote, raccoon, badger, red fox, other state-managed species, and blackbirds. Services are defined as basic operational damage control methods including:
   i. technical advice;
   ii. harassment, including propane cannons, pyrotechnics, effigies, etc.
   iii. trapping;
   iv. aerial activities;
   v. ground shooting;
   vi. snaring;
   vii. use of the M-44 device and other EPA registered chemicals;
   viii. use of various combinations and degrees of intensity of the foregoing, depending on local condition and history of specific damage situations.

b. Provide Services upon request and approval by private individuals and the STATE. WS shall provide Services based on a "1-2-3" priority rating. More particularly, WS shall classify each service request with a priority of 1, 2, or 3.

   A "1," or High, priority involves either confirmed and/or chronic conflicts to human health and safety, agriculture, property, or to natural resources, or a high economic impact to individual interests.

   A "2," or Medium, priority involves an emerging threat of conflict to human health and safety, agriculture, property, or to natural resources, or a medium economic impact to individual interests.

   A "3," or Low, priority involves no threat of conflict to human health and safety, agriculture, property, or to natural resources but involves low or no economic impact to individual interests.

   WS shall provide Service to all "1" or High rated requests of Services before providing Services to requests rated as "2" or "3."

c. Provide Services for 24 months, starting July 1, 2019 and ending June 30, 2021.
d. Provide Services in accordance with applicable Federal, State, and local laws and regulations.
e. Provide Services to assure application of the most efficient and effective controls available.

STATE agrees:

a. That WS has advised the STATE that private sector service providers may be available to provide services and notwithstanding these other options, STATE requests that WS provide Services as stated under the terms of this agreement.

ii. The amount of monies received for the disposition of furs, skins, and specimens taken during official work activities used by WS to fund its program activities as stated in North Dakota Century Code Section 4-01-17.3.

3. SERVICE COMPENSATION

STATE shall pay for the accepted services provided by WS under this work/financial plan for the 2019-2021 Biennium for the period of July 1, 2019 through June 30, 2021. STATE will reimburse WS an amount not to exceed $1,455,400 for services of general wildlife and blackbird conflict management.

a. Maximum State Fiscal Year 2019 Service Compensation for the period of July 1, 2019, through June 30, 2020, STATE will reimburse WS a maximum of $727,700 for services of general wildlife and blackbird conflict management.

b. Maximum State Fiscal Year 2020 Service Compensation for the period of July 1, 2020, through June 30, 2021, STATE will reimburse WS a maximum of $727,700 for services of general wildlife and blackbird conflict management.

c. Any Services conducted for individuals or in areas under jurisdiction of Bismarck/Mandan, Devils Lake, Dickinson, Fargo/West Fargo, Grand Forks, Jamestown, Minot, Valley City, Wahpeton, Watford City, and Williston are not eligible for reimbursement.

d. WS shall submit a quarterly invoice for expenses as agreed upon in this work/financial plan. Invoices will be submitted within 15 days of the ending date of the quarter. All invoices must clearly indicate salary and benefit and operating expenses for general wildlife and blackbird conflict management and must include an accounting of all expenditures for all Services provided from all funding sources.

e. WS shall maintain all original invoices for three (3) years or until the STATE's records have been audited, whichever is less.

f. STATE will not make any advance payments before performance by WS under this work/financial plan.

g. STATE is not responsible for and will not pay local, state, or federal taxes. STATE sales tax exemption number is E-2001. STATE will furnish certificates of exemption upon request by WS.

h. STATE may make a payment using a government credit card. WS will accept a government credit card without passing the processing fees for the government credit card back to the STATE.

4. TERM OF WORK/FINANCIAL PLAN

This work/financial plan begins on July 1, 2019 and ends on June 30, 2021. This work/financial plan will not automatically renew.

5. TERMINATION OF WORK/FINANCIAL PLAN

a. Termination by Mutual Agreement. This work/financial plan may be terminated by mutual consent of both parties executed in writing.

b. Early Termination in the Public Interest. STATE is entering into this work/financial plan 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 work/financial plan ceases to further the

this work/financial plan for STATE shall be the sole property of STATE, and WS hereby assigns and transfers all its right, title, and interest therein to STATE. WS shall execute all necessary documents to enable STATE to protect STATE's intellectual property rights under this section.

10. WORK PRODUCT
All work product, equipment, or materials created for STATE or purchased by STATE under this work/financial plan belong to STATE and must be immediately delivered to STATE at STATE'S request upon termination of this work/financial plan.

11. NOTICE
All notices or other communications required under this work/financial plan must be given by registered, certified, or electronic mail and are complete on the date mailed when addressed to the parties at the following addresses:

STATE	CONTRACTOR
Kenneth S. Junkert	**Jason Suckow, Regional Director**
Administrative Services Director	**USDA-APHIS-WS, Western Region**
600 E. Boulevard Ave., Dept. 602	**2110 Miriam Circle, Suite A**
Bismarck, ND 58505	**Bismarck, ND 58501**

Notice provided under this provision does not meet the notice requirements for monetary claims against the STATE found at N.D.C.C. § 32-12.2-04.

12. CONFIDENTIALITY
WS shall not use or disclose any information it receives from STATE under this work/financial plan that STATE has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this work/financial plan or as authorized in advance by STATE. STATE shall not disclose any information it receives from WS that WS has previously identified as confidential and that STATE determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the North Dakota public records law, N.D.C.C. ch. 44-04. The duty of STATE and WS to maintain confidentiality of information under this section continues beyond the term of this work/financial plan.

13. COMPLIANCE WITH PUBLIC RECORDS LAW
WS understands that, except for disclosures prohibited in this work/financial plan, STATE must disclose to the public upon request any records it receives from WS. WS further understands that any records obtained or generated by WS under this work/financial plan, except for records that are confidential under this work/financial plan, may, under certain circumstances, be open to the public upon request under the North Dakota public records law. WS agrees to contact STATE promptly upon receiving a request for information under the public records law and to comply with STATE's instructions on how to respond to the request.

14. INDEPENDENT ENTITY
WS is an independent entity under this work/financial plan and is not a STATE 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. WS retains sole and absolute discretion in the manner and means of carrying out WS's activities and responsibilities under this work/financial plan, except to the extent specified in this work/financial plan.

WS agrees to comply with all laws, rules, and policies, including those relating to nondiscrimination, accessibility, and civil rights. WS agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes and unemployment compensation and workers' compensation premiums. WS shall have and keep current at all times during the term of this work/financial plan all licenses and permits required by law.

23. STATE AUDIT
All records, regardless of physical form, and the accounting practices and procedures of WS relevant to this work/financial plan are subject to examination by the North Dakota Agriculture Commissioner or the Commissioner's designee and the North Dakota State Auditor or the Auditor's designee. WS shall maintain all of these records for at least three (3) years following completion of this work/financial plan and be able to provide them at any reasonable time. STATE, State Auditor, or Auditor's designee shall provide reasonable notice to WS prior to conducting examination.

24. EFFECTIVENESS OF WORK/FINANCIAL PLAN
This work/financial plan is not effective until fully executed by all parties.

UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL & PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES

Jason Suckow, Regional Director — Date

NORTH DAKOTA DEPARTMENT OF AGRICULTURE

Kenneth S. Junkert, Administrative Services Director — Date 7-30-19

THE CITY OF Fargo FAR MORE

(3)

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

November 24, 2020

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

Re: DeNae Swalstad – Purchase Agreement
Project #FM-19-B

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **DeNae Swalstad**. 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 749 Royal Oaks Drive North from **DeNae Swalstad** in association with Project #FM-19-B 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

Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **DENAE R. SWALSTAD** the identified owner of the property located at 749 Royal Oaks Drive North 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:

> That part of Lot One, in Block One, of Broadway North Third Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota, lying Southwesterly of the following described line: Commencing at the Northeast corner of said Lot One; thence south 51°30'00" West (assumed bearing); along the Northwesterly line of said Lot One, for a distance of 85.64 feet to the true point of beginning; thence South 45°32'45" East for a distance of 20.67 feet to the exterior wall of the centerline of a party wall extended; thence continue South 45°32'45" East, along the centerline of said party wall, for a distance of 37.61 feet to the exterior wall of the extended centerline of said party wall; thence continue South 45°32'45" East for a distance of 55.98 feet to a point of intersection with the Southeasterly line of said Lot One and there terminating.
>
> Property Address: 749 Royal Oaks Drive North, Fargo, ND.

WHEREAS, the City of Fargo is currently engaged in acquiring properties to mitigate future flood damages; and,

WHEREAS, Seller agrees to sell to the City of Fargo Seller's property identified herein for purposes of flood damage mitigation; 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 Three Hundred and Fifty Thousand Dollars ($350,000.00).

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 January 8, 2021. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, $1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the $1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of $800/month beginning on the 1st day of the month following closing. 3% of the purchase price shall be retained until such time Seller vacates the premises.

If Seller vacates the property prior to closing, the end of the month of closing, or prior to the expiration of the time period contained in an Occupancy Agreement, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure 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. The Purchase Price does include the Replacement Housing Differential Payment. If the Seller

qualifies as a displaced person and is otherwise entitled to other relocation assistance not included in the purchase price, the parties will agree to relocation assistance payments in a separate written agreement.

9. Fixtures, Structures and Personal Property. Seller and Buyer agree that the real and personal property affixed 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:

(See attached Exhibit A)

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 inspection, including but not limited to asbestos testing and mitigation.

(Signatures on following page.)

DATED this 16 day of Nov., 2020.

SELLER:

Denae R. Swalstad

Denae R. Swalstad

DATED this ____ day of _____, 2020.

BUYER:

City of Fargo, a North Dakota municipal corporation

_____

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

ATTEST:

_____

Steve Sprague, City Auditor

Exhibit "A"

- Built in ironing board - laundry room
- Shelving - sunroom, basement & sewing room
- All window coverings
- Fridge, stove, washing machine & dryer
- Cabinets and shelving - furnace room & garage

THE CITY OF Fargo FAR MORE

(4)

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

November 25, 2020

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

Re: Scott C. & Donna M. Seltveit – Purchase Agreement
Project #FM-19-A

Dear Commissioners:

Enclosed and delivered to the City Commission office for review and approval please find an original Purchase Agreement signed by **Scott C. & Donna M. Seltveit**. 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 906 41st Avenue North from **Scott C. & Donna M. Seltveit** in association with Project #FM-19-A 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

Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into by and between **SCOTT C. & DONNA M. SELTVEIT**, the identified owner of the property located at 906 41st Avenue North 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 Nine (9), Block One (1) of Riverwood 2nd Addition to the City of Fargo, situate in the County of Cass and the State of North Dakota.
>
> Property Address: 906 41st Avenue North, 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 Six Hundred Eighty Thousand Dollars ($680,000.00).

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 30, 2021. The City shall take possession of the real estate no later than the last day of the month of closing, unless other arrangements have been made. If City does not take possession on the date of closing, $1,000 will be required of Seller at closing and retained until such time as the possession of the property is secured by the City in satisfactory condition. Seller agrees the $1,000 deposit may be forfeited if the property is not delivered in satisfactory condition.

A separate Occupancy Agreement may be entered into between the parties should Seller desire to continue to reside in the dwelling longer than the end of the month of closing. If Seller elects to occupy the premises beyond the end of the month of closing, rent shall be paid to the City in the amount of $1,000/month beginning on the 1st day of the month following closing. 3% of the purchase price shall be retained until such time Seller vacates the premises.

If Seller vacates the property prior to closing, the end of the month of closing, or prior to the expiration of the time period contained in an Occupancy Agreement, Seller shall immediately notify Buyer so that appropriate measures can be taken to secure 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. The Purchase Price does not include relocation assistance, but does include the Replacement Housing Differential Payment. If the Seller qualifies as a displaced person and is otherwise entitled to relocation assistance, the parties will agree to relocation assistance payments in a separate written agreement.

9. Fixtures, Structures and Personal Property. Seller and Buyer agree that the real and personal property affixed 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:

Items included for removal by seller
are incorporated in Attachment A of this document.

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 inspection, including but not limited to asbestos testing and mitigation.

(Signatures on following page.)

DATED this 23 day of November, 2020.

SELLER:

Scott C. Seltveit

Donna M. Seltveit

DATED this ____ day of_____, 2020.

BUYER:

City of Fargo, a North Dakota
municipal corporation

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

ATTEST:

Steve Sprague, City Auditor

Attachment A

Items Identified for Removal:

- Main floor – Light fixtures (kitchen, dining room), window coverings, dishwasher, refrigerator, microwave, washer and dryer, wall-mounted television, speakers and wall mount, mantel, undercounter lights
- Upstairs – Window coverings, Bathroom light fixtures
- Basement – Refrigerator, two freezers, all wood doors/frame, shelving in closets, vanity in bathroom, light fixture over pool table, mounted cue holder, wall-mounted television and wall mount bracket, mantel, gas fireplace, fireplace stone, battery back-up for the sump pump, faucets
- 3 Season Porch – Speakers, ceiling fan
- Garage – Window coverings, work bench, storage hooks, shelving
- Outdoor – Access and removal of any plant, shrub or tree in the yard

(5)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SR-20-A1 | Type: Final Balancing Change Order #2

Location: Citywide | Date of Hearing: 11/23/2020

Routing	Date
City Commission	11/30/2020
PWPEC File	X
Project File	Brandon Beaudry

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, for Final Balancing Change Order #2 in the amount of $4,665.00, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Final Balancing Change Order #2 in the amount of $4,665.00, bringing the total contract amount to $348,044.00.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Final Balancing Change Order #2 to Ti-Zack Concrete.

RECOMMENDED MOTION
Approve Final Balancing Change Order #2 in the amount of $4,665.00, bringing the total contract amount to $348,044.00 to Ti-Zack Concrete.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Special Assessments

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Brandon Beaudry, Project Inspector

Date: November 19, 2020

Re: Project No. SR-20-A1 - Final Balancing Change Order #2
Reconstruction of City Order Sidewalk

Background:

Attached is Final Balancing Change Order #2 in the amount of $4,665.00 for Project No. SR-20-A1. The original contract bid price for this project was $228,089.00 and this FBCO #2 will bring the project final amount to $348,044.00 (a 52.6% increase). The majority of the FBCO #2 is for additional reconstruction sidewalk that will be assessed to the Property Owners.

Recommended Motion:

Approve Final Balancing Change Order #2 in the amount of $4,665.00 to Ti-Zack Concrete Inc.

BGB/klb
Attachment

C: Tom Knakmuhs
Kristy Schmidt

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	SR-20-A1	**Change Order No**	2
Project Name	New and Reconstruction of City Order Sidewalks & Biketrails		
Date Entered	11/12/2020	**For**	Ti-Zack Concrete 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:

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 ($)	C/O Ext Price ($)
Property Owner Cost	2	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	123.00	10.00	133.00	-4.00	129.00	125.00	-500.00
	4	F&I Sidewalk 4" Thick Reinf Conc	SY	800.00	372.00	1,172.00	-23.00	1,149.00	70.00	-1,610.00
	5	Sodding	SY	20.00	0.00	20.00	-20.00	0.00	25.00	-500.00
	6	Rem & Repl Pavement 6" Thick Asph	SY	137.00	0.00	137.00	-34.00	103.00	95.00	-3,230.00
									Property Owner Cost Sub Total ($)	-5,840.00
City Cost	7	Rem & Repl Curb & Gutter	LF	20.00	0.00	20.00	51.00	71.00	55.00	2,805.00
	8	Rem & Repl Sidewalk 4" Thick Reinf Conc	SY	47.00	270.00	317.00	89.00	406.00	85.00	7,565.00
	9	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	20.00	60.00	80.00	3.00	83.00	120.00	360.00
	11	F&I Sidewalk 4" Thick Reinf Conc	SY	20.00	0.00	20.00	5.00	25.00	85.00	425.00
	12	F&I Sidewalk 6" Thick Reinf Conc	SY	20.00	0.00	20.00	-9.00	11.00	125.00	-1,125.00
	13	F&I Det Warn Panels Cast Iron	SF	40.00	72.00	112.00	24.00	136.00	55.00	1,320.00
	14	Casting to Grade - w/Conc	EA	2.00	6.00	8.00	-1.00	7.00	750.00	-750.00
	15	Curb Stop Box to Grade	EA	6.00	0.00	6.00	-1.00	5.00	650.00	-650.00
	17	Seeding Type B	SY	919.00	0.00	919.00	625.00	1,544.00	3.00	1,875.00
	18	Mulching Type 1 - Hydro	SY	919.00	0.00	919.00	625.00	1,544.00	3.00	1,875.00
	19	Sodding	SY	20.00	0.00	20.00	-20.00	0.00	30.00	-600.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

City Cost	20	Rem & Repl Pavement 9" Thick Asph	SY	20.00	0.00	20.00	-6.00	14.00	100.00	-600.00
									City Cost Sub Total ($)	12,500.00
Street Light Utilities	23	Rem & Repl Sidewalk 6" Thick Reinf Conc	SY	70.00	42.00	112.00	-11.00	101.00	125.00	-1,375.00
	24	Seeding Type B	SY	47.00	0.00	47.00	-31.00	16.00	10.00	-310.00
	25	Mulching Type 1 - Hydro	SY	47.00	0.00	47.00	-31.00	16.00	10.00	-310.00
									Street Light Utilities Sub Total ($)	-1,995.00

Summary

Source Of Funding	
Net Amount Change Order # 2 ($)	4,665.00
Previous Change Orders ($)	115,290.00
Original Contract Amount ($)	228,089.00
Total Contract Amount ($)	348,044.00

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
09/25/2020	10/16/2020	0.00	0.00	09/25/2020	10/16/2020

Description

APPROVED

For Contractor

Title President

APPROVED DATE

Department Head 11-24-2020

Mayor

Attest

(6)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project: MS-18-A0

Type: Master Service Agreement Amendment

Location: Citywide

Date of Hearing: 11/23/2020

Routing	Date
City Commission	11/30/2020
PWPEC File	X
Project Files	Tom Knakmuhs

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Tom Knakmuhs, regarding an Amendment to the Master Service Agreements (MSA) for MS-18-A0 for Material Testing. The proposed Amendment would extend these agreements with Terracon, Braun, and NTI by 1 year.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of the Amendments to Terracon, Braun, and NTI for MS-18-A0.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Amendments to Terracon, Braun, and NTI for MS-18-A0.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Various

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: PWPEC

From: Tom Knakmuhs, Assistant City Engineer

Date: November 19, 2020

Re: MS-18-A0 - Amendment

Background:

The City of Fargo currently has two separate Master Service Agreements (MSA); one for Materials Testing (MS-18-A0; which currently runs from 2018 through 2020) and the other for Engineering Services (MS-19-A0; which currently runs from 2019 through 2021).

As part of MS-18-A0, the City has agreements with three separate firms: Terracon, Braun, and NTI. These three firms are the only companies performing this type of work within the FM area.

Request:

As you can see from the timeframes shown above, these Master Service Agreements are offset by one year. I am proposing an amendment to extend the Material Testing MSA by one year in order to align the timeframes of the different agreements. The Materials Testing MSA doesn't need to be a separate MSA from the Engineering Services MSA; it should just be a category within the Engineering Services MSA. If approved, the timeframes of the two Master Service Agreements will align and the next time that we solicit proposals we will be able to solicit for all categories in just one Master Service Agreement.

Recommended Motion:
Approve the amendments to Terracon, Braun, and NTI for MS-18-A0.

Attachments:
- Terracon Amendment
- Braun Amendment
- NTI Amendment

Amendment (First) to MS-18-A0 Construction Materials Testing Service Master Professional Services Agreement

This Amendment (First), by and between Terracon Consultants, Inc., a Delaware Corporation ("Terracon") and the city of Fargo, a North Dakota municipal corporation ("City") amends that certain Master Services Agreement ("MSA") dated December 27, 2017. For good and valuable consideration, hereby acknowledged, Terracon and City agree as follows:

1. The initial term of the MSA dated December 27, 2017 is effective for Task Order issued for three (3) years from the effective date of the Agreement.

2. The MSA between Terracon and City was effective on December 27, 2017.

3. Terracon and City agree to extend the above reference MSA until December 31, 2021.

4. The agreed upon rates for the services rendered pursuant to the Agreement, as amended for 2021, are as stated in attachment "A" hereto, as agreed to by the parties.

5. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 17th day of November, 2020.

Terracon Consultants, Inc., a Delaware corporation

Jonathan B Ellingson

By: Jonathan B. Ellingson

Its: Office Manager/Principal

Dated this ____ day of November, 2020.

City of Fargo, a North Dakota municipal corporation

_____

Dr. Timothy J. Mahoney, MD, Mayor

Attest:

_____

Steve Sprague, City Auditor

Compensation

Terracon Consultants, Inc., has a history of straight forward fees and billing. The per hour pricing and unit pricing shown include all administrative, project management, engineer review and equipment. **Note:** Items not addressed below will be charged according to the Schedule of Fees in effect at the time of the test.

Code		2021
	EARTHWORK (Underground Utility and Flood Control Levee Projects)	
2039	Moisture-Density Relations (ASTM D698 or AASHTO T99)	$179.00
2016	Sample Preparation for Fat Clay Soils	$63.00
1634	Field Density Technician (Per Hour - Portal to Portal)	$90.00
3032	Mechanical Analysis thru #200 Sieve	$138.00
2002	Plasticity Index (ASTM D4318)	$112.00
2006	Hydrometer Analysis (ASTM D422)	$175.00
3061	Mechanical Analysis, Lightweight Particles and Fractures (NDDOT Method)	$244.00
	RIP RAP GRADATIONS	
1215	Technician II (Per Hour – Portal to Portal)	$90.00
	CONCRETE (Concrete Paving and Concrete Related Projects)	
	Jobsite Tests of Plastic Concrete	
1235	Concrete Technician to perform slump, air content, density, temperature and casting compressive or flexural strength specimens (Per Hour - Portal to Portal)	$90.00
3377	Curing, Testing & Reporting 6" x 12" Concrete Test Cylinders	$26.00
3324	Curing, Testing & Reporting 4" x 8" Concrete Test Cylinders	$23.00
3331	Curing, Testing & Reporting 6" x 6" x 22" Flexural Beams	$56.00
	Concrete Coring (Portal to Portal)	
1650	One Man and Equipment (Per Hour)	$172.00
1220	Technician to Aid (when necessary) (Per Hour)	$84.00
1654	Bit Wear, concrete or asphalt (Per Inch)	$2.70
3356	Measure Length (ASTM C174)	$47.00
3355	Compression (includes preparing ends)	$67.00
3370	Core Density	$53.00
	Traffic Safety/Control	

Code		2021
	ASPHALT PAVING AND SEAL COAT PROJECTS	
	Bituminous Extraction Only	
2502	a) Ignition Method	$53.00
2510	b) Chemical (Centrifuge) Method	$236.00
	Bituminous Extraction-Gradation	
2501	a) Ignition Method	$275.00
2508	b) Chemical (Centrifuge) Method	$336.00
3032	Mechanical Analysis thru #200 Sieve (Belt Samples)	$138.00
1650	Bituminous Coring (1 man and equipment) (Per Hour)	$172.00
1654	Bit Wear, concrete or asphalt (Per Inch)	$2.70
2506	Core Thickness and Density (ND/DOT Method)	$53.00
	SEAL COAT TESTING	
	Tests of Bituminous Materials	
2511	1. Kinematic Viscosity of Cut Back Asphalt (* Each)	$235.00
2533	2. Saybolt Furol Viscosity and Sieve Test (Each)	$165.00
	Emulsified Asphalt	
2534	3. Disposal Fee (Each)	$26.00
	4. Shipping Fee	
	*Outside Service sent to Chicago Testing Laboratory.	
	Coverage calculations and chip spreader calibration	
1210	1. Technician III (McLeod chip seal design) (Per Hour)	$125.00
1215	2. Technician II (Chip Spreader Calibration) (Per Hour)	$90.00
3032	Mechanical Analysis thru #200 Sieve	$138.00
3051	Particle Shape (+4)	$99.00
3063	Flakiness Index	$98.00
	MOBILIZATION	
1620	Trip Charge (Local) (Per Trip)	$10.00
1615	Trip Charge – Vehicle Only (Per Mile)*	$0.94
	*Used on portal to portal billing	
	PERSONNEL RATES	
1120	Project Engineer	$175.00
1125	Staff Engineer	$135.00

Amendment (First) to MS-18-A0 Construction Materials Testing Service Master Professional Services Agreement

This Amendment (First), by and between Braun Intertec Corporation, a Minnesota Corporation ("Braun Intertec") and the city of Fargo, a North Dakota municipal corporation ("City") amends that certain Master Services Agreement ("MSA") dated December 27, 2017. For good and valuable consideration, hereby acknowledged, Braun Intertec and City agree as follows:

1. The initial term of the MSA dated December 27, 2017 is effective for Task Order issued for three (3) years from the effective date of the Agreement.

2. The MSA between Braun Intertec and City was effective on December 27, 2017.

3. Braun Intertec and City agree to extend the above reference MSA until December 31, 2021.

4. The agreed upon rates for the services rendered pursuant to the Agreement, as amended for 2021, are as stated in attachment "A" hereto, as agreed to by the parties.

5. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 17th day of November, 2020.

Braun Intertec Corporation, a Minnesota corporation

By: Sean S. Swartz

Its: Senior Vice President

Dated this ____ day of November, 2020.

City of Fargo, a North Dakota municipal corporation

_____

Dr. Timothy J. Mahoney, MD, Mayor

Attest:

_____

Steve Sprague, City Auditor

BRAUN INTERTEC
The Science You Build On.

City of Fargo CMT Rates - 2021

MS-18-A0

Client:
City of Fargo
225 4th Street North
Fargo, ND 58102

Work Site Address:
Various Locations
Fargo, ND

Service Description:
Construction Materials Testing Services

	Description	Units	Unit Price
Phase 1	**Construction and Materials Testing**		
Activity 1.1	**Soil Testing - Underground Utility and Flood Control Levee Projects**		
207	Compaction Testing - Nuclear	Hour	90.00
1318	Standard Proctor Test (ASTM D 698), per sample	Each	190.00
1156	Atterberg Limits: LL and PL (ASTM D 4318), per sample	Each	107.00
1152	Moisture content (ASTM D 2216), per sample	Each	17.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample	Each	144.00
1172	Mechanical (sieve)-hydrometer analysis (ASTM D 422), per sample	Each	174.00
1684	Lightweight particles (ASTM C 123), per sample	Each	94.00
1688	Percent crushed (ASTM D5821), per sample	Each	94.00
217	Compaction Testing - Sandcone	Hour	90.00
209	Sample pick-up	Hour	90.00
106	CMT Technician II - Rip-Rap Gradation Testing	Hour	90.00
Activity 1.2	**Concrete Testing - Concrete Paving Projects**		
261	Concrete Testing - Slump, Air Content, Temperature & Cast Cylinders	Hour	90.00
1364	Compressive strength of concrete cylinders (ASTM C 39), per specimen	Each	26.50
298	Concrete Coring - 1 Technician and Equipment	Hour	132.00
1401	Compressive strength of concrete cores (ASTM C 42), per specimen	Each	84.00
278	Concrete Cylinder Pick up	Hour	90.00
1698	Los Angeles Abrasion (ASTM C 131, C 535), per sample	Each	158.00
1163	Sieve Analysis - Concrete Aggregates, per sample	Each	114.00
1686	Lithological Count, per sample	Each	152.00
Activity 1.3	**Bituminous Testing - Asphalt Paving Projects**		
207	Compaction Testing - Nuclear	Hour	90.00
110	NDDOT Bituminous Inspector	Hour	104.00
252	Bituminous Coring - 1 Technician and Equipment	Hour	132.00
1530	Asphalt Content (ASTM D 2172/6307), per sample	Each	165.00
1532	Extracted aggregate gradation (ASTM D 5444), per sample	Each	114.00
1542	Thickness and density of pavement core (ASTM D 2726)	Each	61.00
1528	Rice specific gravity (ASTM D 2041), per sample	Each	94.00
1705	Fine Aggregate Angularity (ASTM C1252), per sample	Each	87.00
1568	Gyratory gravity (AASHTO T312), per sample	Each	208.00
1688	Percent crushed (ASTM D5821), per sample	Each	94.00
209	Sample pick-up	Hour	90.00
1737	Sand Equivalent (AASHTO T176), per sample	Each	152.00

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City of Fargo CMT Rates - 2021

MS-18-A0

Activity 1.4	**Seal Coat Testing - Seal Coat Projects**		
110	CMT Technician III - Chip Spreader Calibration and Coverage Calculations	Hour	104.00
1162	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample	Each	144.00
1703	Flakiness Index of Aggregates, per sample	Each	190.00
1545	Draindown Characteristics of Asphalt ASHTO T305 or ASTM D6390, per sample	Each	153.00
1567	Resilient modulus of asphalt, per specimen	Each	229.00
Activity 1.5	**Project Management**		
238	Project Assistant - Report Test Results	Hour	90.00
226	Project Manager - Review Test Data	Hour	162.00
128	Senior Engineer - Consulting	Hour	187.00

All hourly rates are portal to portal. All hourly and unit rate prices include costs for transportation and equipment.

Amendment (First) to MS-18-A0 Construction Materials Testing Service Master Professional Services Agreement

This Amendment (First), by and between Northern Technologies, LLC, a Missouri Limited Liability Company ("Northern Technologies") and the city of Fargo, a North Dakota municipal corporation ("City") amends that certain Master Services Agreement ("MSA") dated December 27, 2017. For good and valuable consideration, hereby acknowledged, Northern Technologies and City agree as follows:

1. The initial term of the MSA dated December 27, 2017 is effective for Task Order issued for three (3) years from the effective date of the Agreement.

2. The MSA between Northern Technologies and City was effective on December 27, 2017.

3. Northern Technologies and City agree to extend the above reference MSA until December 31, 2021.

4. The agreed upon rates for the services rendered pursuant to the Agreement, as amended for 2021, are as stated in attachment "A" hereto, as agreed to by the parties.

5. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 16th day of November, 2020.

Northern Technologies, LLC, a Missouri Limited Liability Company

By: Nick Berglund

Its: VP

Dated this ____ day of November, 2020.

City of Fargo, a North Dakota municipal corporation

_____

Dr. Timothy J. Mahoney, MD, Mayor

Attest:

_____

Steve Sprague, City Auditor

NTI™
NORTHERN TECHNOLOGIES, LLC

Table 1 - Estimate of Services
MS-18-A0
City of Fargo
Fargo, North Dakota

2021

	Unit Cost	
Excavation Observation and Testing Services for Earthwork & Pavement Construction		
Engineer	$125.00	per hour
Senior Technician	$77.00	per hour
Density Test of Soil	$35.00	per test
Standard Proctor (ASTM D-698)	$170.00	per test
Sample Preparation - Cohesive Soils	$35.00	per test
Sieve Analysis: 1-1/2" to #200 & wash (ASTM C-136, C-117)	$122.00	per test
Flakiness Index of Aggregates (FLH T-508)	$82.00	per test
Extraction of Asphalt Cement & Aggregate Gradation (ASTM D-2172, C-137,	$275.00	per test
Coring Machine Rental - 1 day minimum (Does not include field time)	$75.00	per day
Generator Rental - 1 day minimum	$75.00	per day
Bit Wear - Bituminous (per dia. inch)	$1.30	per inch
Trip Charge - Senior Technician / Technician	$41.00	per trip
Testing Services for Concrete Reinforcement and Concrete Construction		
Engineer	$125.00	per hour
Senior Technician	$77.00	per hour
Cylinder Compressive Strength (ASTM C-39) - cast by NTI	$30.50	per cylinder
Trip Charge - Senior Technician / Technician	$41.00	per trip

(7)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. HD-19-A1

Type: Change Order #1

Location: 42nd Avenue North

Date of Hearing: 11/23/2020

Routing	Date
City Commission	11/30/2020
PWPEC File	X
Project File	Rob Hasey

The Committee reviewed the accompanying correspondence from Project Manager, Rob Hasey, related to Change Order #1 in the amount of $40,651.00 for additional work.

Staff is recommending approval of Change Order #1 in the amount of $40,651.00, bringing the total contract amount to $616,488.71.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #1 to LinnCo, Inc.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #1 in the amount of $40,651.00, bringing the total contract amount to $616,488.71 to LinnCo, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: PWPEC

From: Rob Hasey, Civil Engineer I, Storm Sewer Utility

Cc: Jody Bertrand, Division Engineer

Date: November 23, 2020

Re: Project # HD-19-A1 – Change Order #1

Background:

Project #HD-19-A1 was bid on September 16, 2020 and includes the demolition and site restoration for several city owned properties that will be removed for future flood risk reduction projects.

The property located at 902 42nd Avenue North was occupied until October 5, 2020. This property is adjacent to another property on 42nd Avenue North that was on the demolition project when it was bid and the Contractor will honor their unit prices for this additional structure and remove it now vs. waiting to demolish it in 2021 as part of the flood risk reduction project.

Attached is the signed change order from the Contractor. Total cost of change order #1: $40,651.00.

Recommended Motion:

Approve Change Order #1 in the amount of $40,651.00. This project is 100% funded thru flood sales tax fund 460.

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	HD-19-A1	**Change Order No**	1
Project Name	Demolition, Site Restoration & Incidentals		
Date Entered	10/21/2020	**For**	LinnCo, 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: Add demolition of #902 42nd Avenue North

902 42nd Ave N

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 ($)	C/O Ext Price ($)
Site #1 - Riverwood	117	Remove Landscaping	LS	0.00	0.00	0.00	1.00	1.00	550.00	550.00
	118	Demolition	EA	0.00	0.00	0.00	1.00	1.00	1.00	1.00
	119	Remove Foundation All Types	EA	0.00	0.00	0.00	1.00	1.00	17,000.00	17,000.00
	120	Excavation	CY	0.00	0.00	0.00	200.00	200.00	11.00	2,200.00
	121	Site Access Protection	LS	0.00	0.00	0.00	1.00	1.00	575.00	575.00
	122	Fill - Contractor Supply	CY	0.00	0.00	0.00	600.00	600.00	18.50	11,100.00
	123	Topsoil - Import	CY	0.00	0.00	0.00	150.00	150.00	25.00	3,750.00
	124	Site Grading	LS	0.00	0.00	0.00	1.00	1.00	625.00	625.00
	125	Seeding Type C	SY	0.00	0.00	0.00	1,500.00	1,500.00	1.15	1,725.00
	126	Mulching Type 1 - Hydro	SY	0.00	0.00	0.00	1,500.00	1,500.00	1.15	1,725.00
	127	Remove Pavement All Thicknesses All Types	SY	0.00	0.00	0.00	200.00	200.00	7.00	1,400.00
									Site #1 - Riverwood Sub Total ($)	40,651.00

Summary

Source Of Funding	Sales Tax Funds - Flood Control - 460	
Net Amount Change Order # 1 ($)		40,651.00
Previous Change Orders ($)		0.00
Original Contract Amount ($)		575,837.71

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Total Contract Amount ($) 616,488.71

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
03/01/2021		0.00	0.00	03/01/2021	

Description

APPROVED

APPROVED DATE 11-24-2020

For Contractor LannCo, Inc Nick Lingemann

Title President

Department Head

Mayor

Attest

(8)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. SL-19-A1 Type: Negative Final Balancing Change Order #5

Location: Citywide Date of Hearing: 11/23/2020

Routing	Date
City Commission	11/30/2020
PWPEC File	X
Project File	Jim Mohr

The Committee reviewed the accompanying correspondence from Project Manager, Jim Mohr, regarding Negative Final Balancing Change Order #5 in the amount of -$4,650.70, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #5 in the amount of -$4,650.70, bringing the total contract amount to $243,857.52.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Negative Final Balancing Change Order #5 to Fargo Electric.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #5 in the amount of -$4,650.70, bringing the total contract amount to $243,857.52 to Fargo Electric.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: Sales Tax & Street Light Utility Funds

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Project No	SL-19-A1	**Change Order No**	5
Project Name	Street Lighting Rehabilitation & Incidentals		
Date Entered	11/4/2020	**For**	Fargo Electric Const Inc

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

EXPLANATION OF CHANGE: final balancing

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price ($)	C/O Ext Price ($)
SITE 5	12	F&I Street Light Foundation	EA	1.00	0.00	1.00	1.64	2.64	1,100.00	1,804.00
									SITE 5 Sub Total ($)	1,804.00
SITE 8	18	Directional Boring	LF	70.00	0.00	70.00	2.00	72.00	10.00	20.00
	19	F&I Innerduct 1.5" Dia	LF	70.00	0.00	70.00	2.00	72.00	2.00	4.00
	20	F&I Conductor #6 USE Cu	LF	210.00	0.00	210.00	6.00	216.00	2.00	12.00
									SITE 8 Sub Total ($)	36.00
SITE 10	25	F&I Base 6' Deep Reinf Conc	EA	1.00	0.00	1.00	1.00	2.00	1,100.00	1,100.00
	26	F&I Innerduct 1.5" Dia	LF	40.00	0.00	40.00	-19.50	20.50	20.00	-390.00
	27	F&I Conductor #6 USE Cu	LF	600.00	0.00	600.00	15.00	615.00	2.00	30.00
	86	* site 10 extra	LS	0.00	0.00	0.00	1.00	1.00	4,060.50	4,060.50
									SITE 10 Sub Total ($)	4,800.50
SITE 12	31	F&I Pull Box	EA	1.00	0.00	1.00	-1.00	0.00	1,500.00	-1,500.00
	85	* #6 conductor from feed point to ex street light	LF	0.00	0.00	0.00	1.00	1.00	364.00	364.00
									SITE 12 Sub Total ($)	-1,136.00
SITE 13	32	F&I Lighting System	LS	1.00	0.29	1.29	-0.29	1.00	8,000.00	-2,320.00
									SITE 13 Sub Total ($)	-2,320.00
SITE 20	43	F&I Innerduct 1.5" Dia	LF	170.00	0.00	170.00	-90.00	80.00	2.00	-180.00
	44	Directional Boring	LF	170.00	0.00	170.00	-90.00	80.00	10.00	-900.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

SITE 20	45	F&I Conductor #6 USE Cu	LF	510.00	0.00	510.00	-270.00	240.00	2.00	-540.00
									SITE 20 Sub Total ($)	-1,620.00
SITE 21	46	F&I Innerduct 1.5" Dia	LF	800.00	0.00	800.00	-15.00	785.00	2.00	-30.00
	47	Directional Boring	LF	800.00	0.00	800.00	-15.00	785.00	10.00	-150.00
	48	F&I Conductor #6 USE Cu	LF	2,400.00	0.00	2,400.00	-45.00	2,355.00	2.00	-90.00
									SITE 21 Sub Total ($)	-270.00
SITE 22	49	F&I Innerduct 1.5" Dia	LF	280.00	0.00	280.00	-2.00	278.00	2.00	-4.00
	50	F&I Conductor #6 USE Cu	LF	840.00	0.00	840.00	-6.00	834.00	2.00	-12.00
	51	Directional Boring	LF	280.00	0.00	280.00	-2.00	278.00	10.00	-20.00
									SITE 22 Sub Total ($)	-36.00
SITE 24	58	F&I Conductor #6 USE Cu	LF	435.00	0.00	435.00	285.00	720.00	2.00	570.00
	59	F&I Innerduct 1.5" Dia	LF	145.00	0.00	145.00	95.00	240.00	2.00	190.00
	60	Directional Boring	LF	145.00	0.00	145.00	95.00	240.00	10.00	950.00
									SITE 24 Sub Total ($)	1,710.00
SITE 25	61	F&I Innerduct 1.5" Dia	LF	232.00	0.00	232.00	-12.00	220.00	2.00	-24.00
	62	F&I Conductor #6 USE Cu	LF	696.00	0.00	696.00	-36.00	660.00	2.00	-72.00
	63	Directional Boring	LF	232.00	0.00	232.00	-12.00	220.00	10.00	-120.00
									SITE 25 Sub Total ($)	-216.00
SITE 26	64	F&I Innerduct 1.5" Dia	LF	150.00	0.00	150.00	-10.00	140.00	2.00	-20.00
	65	F&I Conductor #6 USE Cu	LF	450.00	0.00	450.00	-30.00	420.00	2.00	-60.00
	66	Directional Boring	LF	150.00	0.00	150.00	-10.00	140.00	10.00	-100.00
									SITE 26 Sub Total ($)	-180.00
SITE 27	69	Directional Boring	LF	750.00	0.00	750.00	-500.00	250.00	10.00	-5,000.00
									SITE 27 Sub Total ($)	-5,000.00
SITE 30	76	F&I Innerduct 1.5" Dia	LF	293.00	0.00	293.00	-48.00	245.00	2.00	-96.00
	77	F&I Conductor #6 USE Cu	LF	879.00	0.00	879.00	-144.00	735.00	2.00	-288.00

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

SITE 30	78	Directional Boring	LF	293.00	0.00	293.00	-48.00	245.00	10.00	-480.00
									SITE 30 Sub Total ($)	-864.00
SITE 31	81	F&I Conductor #6 USE Cu	LF	66.00	0.00	66.00	18.00	84.00	5.00	90.00
	84	F&I Innerduct 1.5" Dia	LF	22.00	0.00	22.00	6.00	28.00	2.00	12.00
									SITE 31 Sub Total ($)	102.00
SITE 33	89	Directional Boring	LF	552.00	0.00	552.00	2.00	554.00	11.00	22.00
	108	F&I Conductor #6 USE Cu	LF	1,656.00	0.00	1,656.00	6.00	1,662.00	2.10	12.60
	113	F&I Innerduct 1.5" Dia	LF	552.00	0.00	552.00	2.00	554.00	2.10	4.20
									SITE 33 Sub Total ($)	38.80
Site 54	140	F&I Pull Box	EA	1.00	0.00	1.00	-1.00	0.00	1,500.00	-1,500.00
									Site 54 Sub Total ($)	-1,500.00
	* NC Items								Grand Total ($)	-4,650.70

Summary

Source Of Funding	
Net Amount Change Order # 5 ($)	-4,650.70
Previous Change Orders ($)	105,014.22
Original Contract Amount ($)	143,494.00
Total Contract Amount ($)	243,857.52

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
05/31/2020	06/30/2020	0.00	0.00	05/31/2020	06/30/2020

Description

APPROVED **APPROVED DATE**

For Contractor
Fargo Electric Construction 11/10/2020
Project Manager

Department Head 11-24-20

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Title		Mayor	
		Attest	

(9)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: 2020 CIP Revisions

Location: Various Locations

Date of Hearing: 11/23/2020

Routing	Date
City Commission	11/30/2020
PWPEC File	X
Project Files	Tom Knakmuhs

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Tom Knakmuhs, regarding final revisions to the 2020 CIP.

The following projects were initially included in the 2020 CIP, but did not move forward this year, and should be removed from the approved 2020 CIP. Five of the six are being incorporated with a future project. The last one was a new development that did not get requested.

- UN-20-B1 (underground only – 45th Street S from 52nd Avenue S to 64th Avenue S)
- FM-20-A1 (I-29 Ditch)
- HD-20-A1 (Demolition – Flood Buyout)
- NR-20-A1 (Lift Station Repairs – LS #8, #10, #49)
- AN-20-C1 (Roberts 2nd Addn, 3rd Avenue N to 4th Avenue N btwn 11 Street & 12 Street)
- BN-20-G1 (Golden Valley 3rd Addition)

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of the CIP revisions.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the 2020 CIP revisions.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Various

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

COMMITTEE

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

Memorandum

To: PWPEC

From: Tom Knakmuhs, Assistant City Engineer

Date: 11/13/2020

Re: 2020 Capital Improvement Plan Revisions

Below is a summary of projects that were initially included in the 2020 CIP that will not move forward this year and should be removed from the approved CIP. With the removal of these projects from the 2020 CIP, all projects within the 2020 CIP have been bid, awarded, and are either in progress or pending closeout.

UN-20-B1 (Underground Only – 45th St S from 52nd Ave S to 64th Ave S):

This project was included as part of the 2020 CIP to accommodate future growth in Fargo and also to provide for a secondary sewer connection to the City of Horace. It was ultimately determined that this project did not need to move forward in 2020 and has since been included in the 2021 CIP.

FM-20-A1 (I-29 Ditch):

This project was included as part of the 2020 CIP to improve drainage along I-29. This project will be incorporated into another project in a future CIP.

HD-20-A1 (Demolition – Flood Buyout):

This project was included as part of the 2020 CIP to demolish flood buyouts. Although some of those flood buyouts have taken place, we are not yet ready to move forward with a demolition project. This planned project will be incorporated in a future CIP.

NR-20-A1 (Lift Station Repairs – LS #8, #10, #49):

Due to budget constraints, this project was moved from the 2020 CIP to the 2021 CIP.

225 4th St N
Fargo, ND 58102

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

BN-20-G1 (Golden Valley 3rd Addition):

It was anticipated that the developer would request infrastructure for this platted development and therefore it was included in the 2020 CIP. The developer pursued other developments and did not make the infrastructure request as anticipated.

AN-20-C1 (Blk 35 & 36, Roberts 2nd Addn, 3 Ave N to 4 Ave N between 11 St N and 12 St N):

This alley paving project has been moved from the 2020 CIP to the 2021 CIP.

Below is a financial summary of this revision:

Project	Engineer's Estimate	Engineering and Admin Fees	Estimated Cost with all Fees	Funding Source		
				Special Assessments	Storm Utility	Flood Sales Tax
UN-20-B1	$3,000,000	$420,000	$4,030,000	$4,030,000	$0	$0
FM-20-A1	$390,000	$31,200	$503,200	$0	$0	$503,200
HD-20-A1	$720,000	$100,800	$892,800	$0	$0	$892,800
NR-20-A1	$800,000	$112,000	$1,048,000	$524,000	$524,000	$0
BN-20-G1	$1,000,000	$140,000	$1,310,000	$1,310,000	$0	$0
AN-20-C1	$70,000	$9,800	$91,700	$91,700	$0	$0
Total =	**$5,980,000**	**$813,800**	**$7,875,700**	**$5,955,700**	**$524,000**	**$1,396,000**

Recommended Motion:
Approve the removal of UN-20-B1, FM-20-A1, HD-20-A1, NR-20-A1, BN-20-G1, and AN-20-C1 from the 2020 CIP.

Attachments:
2020 CIP prior to revision
2020 CIP with revision

2020 Revised CIP

[illegible]

City Project #	Project	Construction Cost Engineers Estimate	Construction Bid Cost		Land, Easements, ROW, Relocations	Utility Relocate	CONSULTANT ENGINEERING/ HMGP NDDOT FEE/ INCENTIVES	Engineering	ADMIN	LEGAL/MISC	CONTINGENCY	INTEREST	Total City Cost with Estimated Fees	Federal	DOT / Cty / WF / Mhd / PD/ NDSWC/ Cass Rural Water/ Developer	SE CASS NDDES/ Utilities/ Cass County / Parks	Traffic Control and Street Light Utility	Special Assessments	Storm Utility (FUND 524)	Prairie Dog Fund	Street Sales Tax (1/4 cent) (FUND 420)	FLOOD AUTHORIZED Infrastructure Sales Tax 460 (2013)	WASTE WATER UTILITY (FUND 455)	WM Replacement (FUND 450)
		Construction Costs			Misc Costs									Outside Funding Sources			City Funding Sources							
Federal Aid Projects		$10,928,715	$11,514,802		$0	$0	$1,954,969	$0	$155,315	$116,486	$388,288	$155,315	$14,285,175	$7,462,325	$932,791	$0	$0	$2,945,718	$0	$0	$500,000	$0	$1,298,168	$1,246,173
BR-19-A1	Main Ave from University Dr to Broadway	$10,928,715	$11,514,802	105%	$0	$0	$1,954,969	$0	$155,315	$116,486	$388,288	$155,315	$14,285,175	$7,462,325	$932,791	$0	$0	$2,945,718	$0	$0	$500,000	$0	$1,298,168	$1,246,173
Watermain and Street Reconstruction Projects		$5,513,091	$6,410,252		$0	$0	$473,575	$187,450	$256,410	$192,308	$641,025	$256,410	$8,397,430	$0	$0	$0	$0	$2,759,755	$0	$4,115,090	$0	$0	$1,302,874	$1,384,711
BR-20-A1	10 St N from 19 Ave N to 28 Ave N	$2,256,183	$2,161,636	96%	$0	$0	$128,000	$88,364	$85,545	$64,909	$216,364	$85,545	$2,834,361	$0	$0	$0	$0	$400,486	$0	$1,576,606	$0	$0	$297,676	$559,801
BR-20-C1	3 Ave N from University to 10 St N; 12 St N from 3 Ave N to 4 Ave N; 11 St N from 2 Ave N to 4 Ave N	$1,811,606	$2,492,015	138%	$0		$235,200	$14,000	$99,681	$74,760	$249,201	$99,681	$3,264,535	$0	$0	$0	$0	$722,225	$0	$1,367,414	$0	$0	$727,540	$447,335
BR-20-E1	17 St S from 25 Ave S to 21 Ave S; 23 Ave S from 17 St S to 16 St S	$1,445,300	$1,754,601	121%	$0	$0	$110,375	$65,085	$70,184	$52,638	$175,460	$70,184	$2,298,526	$0	$0	$0	$0	$677,048	$0	$1,171,070	$0	$0	$77,633	$377,775
Arterial Roadway Improvements		$11,151,743	$10,328,882		$236,201	$71,659	$937,233	$300,000	$421,066	$315,800	$1,052,666	$421,066	$14,282,354	$0	$0	$166,044	$0	$10,311,210	$0	$0	$3,371,883	$0	$134,379	$295,037
UN-20-B1	Underground Only - 45 St S from 52 Ave S to 64 Ave S	$3,000,000	$3,000,000	100%	$50,000	$50,000	$0	$300,000	$120,000	$90,000	$300,000	$120,000	$4,030,000	$0	$0	$0	$0	$4,030,000	$0		$0	$0	$0	$0
BN-20-C1	64 Ave S from 33 St S to 25 St S	$5,872,825	$5,151,540	88%	$186,201	$21,659	$587,233	$0	$206,062	$154,546	$515,155	$206,062	$7,028,463	$0	$0	$166,044	$0	$4,769,161	$0	$0	$2,093,258	$0	$0	$0
[illegible]	7 Ave N Broadway to 2 St N - AMENDED	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Flood Control Projects		$12,370,805	$13,817,652		$425,000	$0	$1,147,000	$725,673	$520,709	$0	$1,301,765	$0	$17,137,796	$0	$0	$0	$0	$0	$0	$0	$0	$17,137,796	$0	$0
FM-16-A1	Northside Protection	$8,659,725	$9,211,538	106%	$425,000	$0	$1,104,000	[illegible]	$368,461	$0	$921,154	$0	$12,398,613	$0	$0	$0	$0	$0	$0	$0	$0	$12,398,613	$0	$0
FM-20-A1	I-29 Ditch	$390,000	$390,000	100%	$0	$0	$43,000	[illegible]	$15,600	$0	$39,000	$0	$503,200	$0	$0	$0	$0	$0	$0	$0	$0	$503,200	$0	$0
HD-19-A1	Demolition - Flood Buyout	$601,085	$575,838	96%	$0	$0	$0	$57,584	$23,034	$0	$57,584	$0	$714,079	$0	$0	$0	$0	$0	$0	$0	$0	$714,079	$0	$0
HD-20-A1	Demolition - Flood Buyout	$720,000	$720,000	100%	$0	$0	$0	$72,000	$28,800	$0	$72,000	$0	$892,800	$0	$0	$0	$0	$0	$0	$0	$0	$892,800	$0	$0
NR-19-B1	Storm Lift Station #24	$2,000,000	$2,120,278	106%	$0	$0	$0	$212,027.80	$84,811	$0	$212,028	$0	$2,629,145	$0	$0	$0	$0	$0	$0	$0	$0	$2,629,145	$0	$0
Pavement Preservation Projects		$2,728,473	$2,683,794		$0	$0	$0	$268,375	$107,350	$80,513	$268,375	$107,350	$3,515,758	$0	$0	$0	$0	$1,055,488	$0	$584,842	$1,875,390	$0	$0	$0
PR-20-A1	Asphalt Crack Seal - Various Locations City Wide	$75,000	$66,990	89%	$0	$0	$0	$6,699	$2,680	$2,010	$6,699	$2,680	$87,757	$0	$0	$0	$0	$0	$0	$0	$87,757	$0	$0	$0
[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
PR-20-C1	Seal Coat Projects	$747,412	$687,890	92%	$0	$0	$0	$68,790	$27,516	$20,637	$68,790	$27,516	$901,143	$0	$0	$0	$0	$316,301	$0	$584,842	$0	$0	$0	$0
PR-20-D1	Mill & Overlay - AMENDED	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Storm Sewer Utility Projects		$2,708,650	$2,295,106		$0	$0	$216,620	$148,935	$71,862	$52,897	$229,511	$71,862	$3,087,796	$0	$210,535	$446,186	$0	$1,379,573	$1,051,502	$0	$0	$0	$0	$0
UR-20-A1	Storm Sewer - Local Neighborhood Rehabilitation	$708,775	$689,391	97%	$0	$0	$0	$68,939	$27,576	$20,682	$68,939	$27,576	$903,102	$0	$0	$0	$0	$375,599	$527,503	$0	$0	$0	$0	$0
NR-20-A1	Lift Station Repairs - Citywide (LS #8, #10, #49)	$800,000	$800,000	100%	$0	$0	$0	$80,000	$32,000	$24,000	$80,000	$32,000	$1,048,000	$0	$0	$0	$0	$524,000	$524,000	$0	$0	$0	$0	$0
FM-20-C1	Drain 53 Improvements	$1,199,875	$805,715	67%	$0	$0	$216,620	$0	$12,286	$9,215	$80,571	$12,286	$1,136,694	$0	$210,535	$446,186	$0	$479,973	$0	$0	$0	$0	$0	$0
Traffic and Streetlight Improvements		$1,692,835	$1,585,923		$0	$0	$0	$158,592	$63,437	$47,578	$158,592	$63,437	$2,077,559	$0	$0	$0	$848,102	$1,229,457	$0	$0	$0	$0	$0	$0
SL-20-A1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TR-20-A1	Traffic Signal & Street Light Maintenance - LED Replacement - AMENDED	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	$0	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SL-20-B1	New Street Lighting - 17th to 21st St; 6th to 13th Ave S	$355,194	$261,083	74%	$0	$0	$0	$26,108	$10,443	$7,832	$26,108	$10,443	$342,018	$0	$0	$0	$0	$342,018	$0	$0	$0	$0	$0	$0
SL-20-C1	New Street Lighting - Broadway to 10th St; 19th to 32nd Ave N	$824,842	$736,555	89%	$0	$0	$0	$73,656	$29,462	$22,097	$73,656	$29,462	$964,887	$0	$0	$0	$134,565	$860,322	$0	$0	$0	$0	$0	$0
SL-20-E1	Street Lighting Rehab - Rose Creek	$40,500	$41,400	102%	$0	$0	$0	$4,140	$1,656	$1,242	$4,140	$1,656	$54,234	$0	$0	$0	$27,117	$27,117	$0	$0	$0	$0	$0	$0
New Development Projects		$20,613,370	$19,062,795		$0	$0	$250,000	$1,737,434	$732,117	$549,088	$1,930,291	$732,117	$24,893,834	$0	$790,259	$0	$0	$24,103,575	$0	$0	$0	$0	$0	$0
BN-20-E1	Madelyn Meadows 2nd Addition	$2,433,758	$2,276,864	94%	$0	$0	$0	$227,686	$91,075	$68,306	$227,686	$91,075	$2,982,692	$0	$0	$0	$0	$2,982,692	$0	$0	$0	$0	$0	$0
NN-19-A1	New Storm Lift Station - Selkirk	$1,997,558	$1,232,526	62%	$0	$0	$250,000	$0	$49,301	$36,976	$123,253	$49,301	$1,741,356	$0	$0	$0	$0	$1,741,356	$0	$0	$0	$0	$0	$0
BN-20-F1	Legacy Addition	$1,993,693	$2,091,267	105%	$0	$0	$0	$169,355	$57,138	$42,852	$142,840	$57,138	$2,560,586	$0	$688,379	$0	$0	$1,871,207	$0	$0	$0	$0	$0	$0
BN-20-G1	Golden Valley 3rd Addition	$1,000,000	$1,000,000	100%	$0	$0	$0	$100,000	$40,000	$30,000	$100,000	$40,000	$1,310,000	$0	$0	$0	$0	$1,310,000	$0	$0	$0	$0	$0	$0
BN-20-H1	Valley View Estates	$1,858,757	$1,969,084	106%	$0	$0	$0	$196,908	$78,763	$59,073	$196,908	$78,763	$2,579,500	$0	$0	$0	$0	$2,579,500	$0	$0	$0	$0	$0	$0
BN-20-I2	Golden Valley 4th Addition	$2,915,758	$2,879,310	99%	$0	$0	$0	$382,103	$103,288	$77,466	$258,222	$103,288	$3,483,575	$0	$100,880	$0	$0	$3,382,695	$0	$0	$0	$0	$0	$0
BN-20-J1	38th St S - Paving and Underground	$6,451,485	$6,095,877	94%	$0	$0	$0	$609,558	$243,835	$182,876	$609,588	$243,835	$7,985,599	$0	$0	$0	$0	$7,985,599	$0	$0	$0	$0	$0	$0
PN-20-A1	Wear Course Projects	$1,962,385	$1,717,959	88%	$0	$0	$0	$171,796	$68,718	$51,539	$171,796	$68,718	$2,250,526	$0	$0	$0	$0	$2,250,526	$0	$0	$0	$0	$0	$0
Alley Paving Projects		$509,062	$529,408		$0	$0	$0	$52,941	$21,176	$15,882	$52,941	$21,176	$693,524	$0	$0	$0	$0	$693,524	$0	$0	$0	$0	$0	$0
AN-19-I1	Blk 3, Hectors Addn, 11 Ave N to 12 Ave N between 3 St N and 4 St N	$150,134	$153,363	102%	$0	$0	$0	$15,336	$6,134	$4,601	$15,336	$6,134	$200,904	$0	$0	$0	$0	$200,904	$0	$0	$0	$0	$0	$0
AN-20-A1	Blk 3, Woodruffs Addn, 9 Ave S to 10 Ave S between 4 St S and 5 St S	$122,856	$133,460	109%	$0	$0	$0	$13,346	$5,338	$4,004	$13,346	$5,338	$174,833	$0	$0	$0	$0	$174,833	$0	$0	$0	$0	$0	$0
AN-20-B1	Blk 12, Hectors Addn, 10 Ave N to 11 Ave N between 3 St N and 4 St N	$166,052	$172,586	104%	$0	$0	$0	$17,259	$6,903	$5,178	$17,259	$6,903	$226,088	$0	$0	$0	$0	$226,088	$0	$0	$0	$0	$0	$0
AN-20-C1	Blk 15 & 16, Roberts 2nd Addn, 3 Ave N to 4 Ave N between 11 St N and 12 St N	$70,000	$70,000	100%	$0	$0	$0	$7,000	$2,800	$2,100	$7,000	$2,800	$91,700	$0	$0	$0	$0	$91,700	$0	$0	$0	$0	$0	$0
Sidewalk Projects		$222,246	$226,089		$0	$0	$0	$22,609	$9,124	$6,844	$22,609	$9,124	$296,790	$0	$0	$0	$30,379	$210,897	$0	$0	$57,511	$0	$0	$0
SP-20-A1	New Sidewalk - New/Infill Sidewalk (including APS) - AMENDED	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Miscellaneous Projects		$60,000	$60,000		$0	$0	$0	$0	$0	$0	$0	$0	$60,000	$0	$0	$0	$0	$0	$0	$0	$60,000	$0	$0	$0
	Public Information Coordinator Services	$60,000	$60,000	100%	$0	$0	$0	$0	$0	$0	$0	$0	$60,000	$0	$0	$0	$0	$0	$0	$0	$60,000	$0	$0	$0
2020 Total		$68,488,763	$67,914,433		$661,201	$71,659	$4,979,397	$3,342,314	$2,338,504	$1,370,393	$5,946,265	$1,837,858	$88,729,983	$7,462,325	$1,933,584	$612,230	$878,481	$43,724,196	$1,051,503	$4,899,932	$3,864,794	$17,137,796	$3,438,222	$3,925,931

2020 Revised CIP

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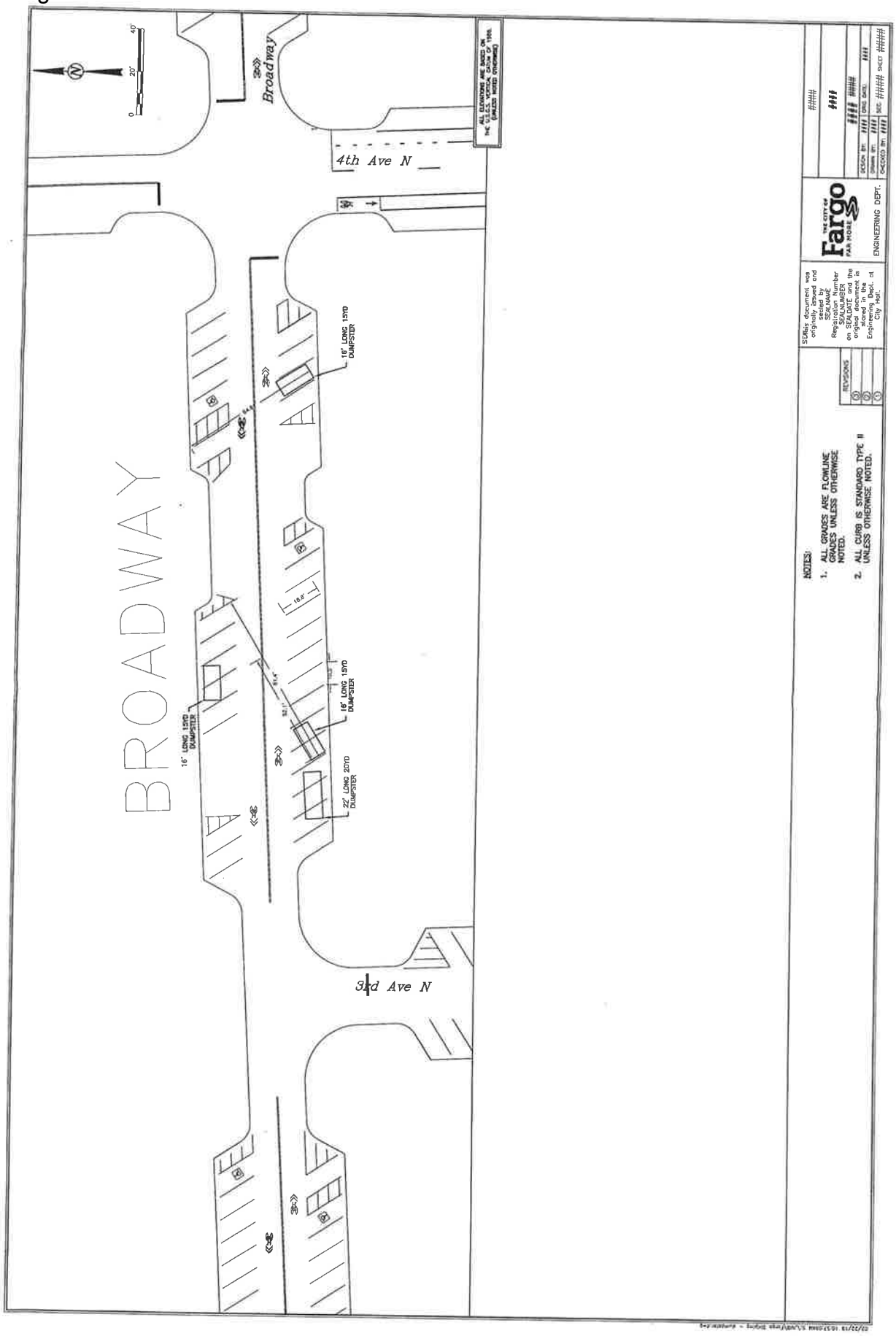
City Project #	Project	Construction Costs: Construction Cost Engineers Estimate	Construction Bid Cost	%	Misc Costs: Land, Easements, ROW, Relocations	Utility Relocate	Consultant Engineering/ HMGP NDDOT Fee/ Incentives	Engineering	Admin	Legal/Misc	Contingency	Interest	Total City Cost with Estimated Fees
Federal Aid Projects		$10,928,715	$11,514,802		$0	$0	$1,954,969	$0	$155,315	$116,486	$388,288	$155,315	$14,285,175
BR-19-A1	Main Ave from University Dr to Broadway	$10,928,715	$11,514,802	105%	$0	$0	$1,954,969	$0	$155,315	$116,486	$388,288	$155,315	$14,285,175
Watermain and Street Reconstruction Projects		$5,523,091	$6,430,252		$0	$0	$473,575	$187,490	$256,430	$192,308	$641,025	$256,430	$8,397,490
BR-20-A1	10 St N from 19 Ave N to 28 Ave N	$2,256,183	$2,143,636	95%	$0	$0	$178,000	$88,364	$86,545	$64,909	$216,364	$86,545	$2,834,363
BR-20-C1	3 Ave N from University to 10 St N; 12 St N from 3 Ave N to 4 Ave N; 11 St N from 2 Ave N to 4 Ave N	$1,811,408	$2,492,015	138%	$0		$185,200	$34,001	$99,681	$74,760	$249,201	$99,681	$3,264,539
BR-20-E1	17 St S from 25 Ave S to 21 Ave S; 25 Ave S from 17 St S to 16 St S	$1,445,500	$1,754,601	121%	$0	$0	$110,375	$65,085	$70,184	$52,638	$175,460	$70,184	$2,298,528
Arterial Roadway Improvements		$8,151,743	$7,526,662		$186,201	$21,659	$937,233	$0	$301,066	$225,800	$752,666	$301,066	$10,252,354
BN-20-C1	64 Ave S from 33 St S to 25 St S	$5,872,325	$5,151,540	88%	$186,201	$21,659	$587,233	$0	$206,062	$154,546	$515,155	$206,062	$7,078,462
AP-20-B1	7 Ave N Broadway to 8 St N - AWARDED	[illegible]	[illegible]	[illegible]	$0	$0	$350,000	$0	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Flood Control Projects		$11,260,805	$11,907,652		$425,000	$0	$1,104,000	$638,073	$476,306	$0	$1,190,760	$0	$15,741,796
FM-16-A1	Northside Protection	$8,659,725	$9,211,536	106%	$425,000	$0	$1,104,000	[illegible]	$368,461	$0	$921,154	$0	$12,398,613
HD-19-A1	Demolition - Flood Buyout	$601,080	$575,838	96%	$0	$0	$0	$57,584	$23,034	$0	$57,584	$0	$714,035
NR-19-B1	Storm Lift Station #24	$2,000,000	$2,120,278	106%	$0	$0	$0	$212,027.80	$84,811	$0	$212,028	$0	$2,629,145
Pavement Preservation Projects		$2,728,471	$2,583,754		$0	$0	$0	$268,375	$107,350	$80,513	$268,375	$107,350	$3,315,718
PR-20-A1	Asphalt Crack Seal - Various Locations City Wide	$75,000	$66,990	89%	$0	$0	$0	$6,699	$2,680	$2,010	$6,699	$2,680	$87,757
PR-20-B1	Concrete Spot Repair City Wide	[illegible]	[illegible]	[illegible]	$0	$0	$0	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
PR-20-C1	Seal Coat Projects	$747,412	$687,895	92%	$0	$0	$0	$68,790	$27,516	$20,637	$68,790	$27,516	$901,143
PR-20-E1	Mill & Overlay - AWARDED	[illegible]	[illegible]	[illegible]	$0	$0	$0	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Storm Sewer Utility Projects		$1,908,650	$1,495,106		$0	$0	$216,625	$68,939	$39,862	$29,897	$149,511	$39,862	$2,029,796
UR-20-A1	Storm Sewer - Local Neighborhood Rehabilitation	$708,775	$689,391	97%	$0	$0	$0	$68,939	$27,576	$20,682	$68,939	$27,576	$903,107
FM-20-C1	Drain 53 Improvements	$1,199,875	$805,715	67%	$0	$0	$216,625	$0	$12,286	$9,215	$80,571	$12,286	$1,136,694
Traffic and Streetlight Improvements		$1,893,628	$1,585,923		$0	$0	$0	$158,592	$63,437	$47,578	$158,592	$63,437	$2,077,559
SL-20-A1	Street Light Rebuild/Repair City-wide	[illegible]	[illegible]	[illegible]	$0	$0	$0	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
TP-20-A1	Traffic Signal & Street Light Maintenance - LED Replacement - AWARDED	[illegible]	[illegible]	[illegible]	$0	$0	$0	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
SL-20-B1	New Street Lighting - 17th to 21st St; 6th to 13th Ave S	$355,194	$261,083	74%	$0	$0	$0	$26,108	$10,443	$7,832	$26,108	$10,443	$342,018
SL-20-C1	New Street Lighting - Broadway to 10th St; 28th to 32nd Ave N	$824,847	$736,555	89%	$0	$0	$0	$73,656	$29,462	$22,097	$73,656	$29,462	$964,887
SL-20-E1	Street Lighting Retrofit - Rose Creek	$40,500	$41,400	102%	$0	$0	$0	$4,140	$1,656	$1,242	$4,140	$1,656	$54,234
New Development Projects		$19,613,370	$18,062,796		$0	$0	$250,000	$1,637,434	$692,117	$519,088	$1,730,292	$692,117	$23,583,854
BN-20-E1	Madelyn's Meadows 2nd Addition	$2,433,758	$2,276,664	94%	$0	$0	$0	$227,666	$91,075	$68,306	$227,686	$91,075	$2,982,692
BN-19-A1	New Storm Lift Station - Selkirk	$1,997,550	$1,232,526	62%	$0	$0	$250,000	$0	$49,301	$36,976	$123,253	$49,301	$3,741,356
BN-20-F1	Legacy Addition	$1,993,993	$2,091,267	105%	$0	$0	$0	$169,355	$57,136	$42,852	$142,840	$57,136	$2,560,586
BN-20-H1	Valley View Estates	$1,858,757	$1,969,084	106%	$0	$0	$0	$196,908	$78,763	$59,073	$196,908	$78,763	$2,579,500
BN-20-K1	Golden Valley 4th Addition	$2,925,738	$2,679,210	92%	$0	$0	$0	$292,201	$103,288	$77,466	$258,221	$103,288	$3,483,575
BN-20-L1	39th St S - Paving and Underground	$6,453,485	$6,095,877	94%	$0	$0	$0	$609,588	$243,835	$182,876	$609,588	$243,835	$7,985,599
PN-20-A1	Water Course Projects	$1,962,385	$1,727,959	88%	$0	$0	$0	$171,796	$68,718	$51,539	$171,796	$68,718	$2,250,520
Alley Paving Projects		$439,042	$450,400		$0	$0	$0	$45,942	$18,376	$13,782	$45,942	$18,376	$601,824
AN-19-I1	Blk 1, Hectors Addn, 11 Ave N to 12 Ave N between 3 St N and 4 St N	$150,134	$153,362	102%	$0	$0	$0	$15,336	$6,134	$4,601	$15,336	$6,134	$200,904
AN-20-A1	Blk 7, Woodruffs Addn, 9 Ave S to 10 Ave S between 4 St S and 5 St S	$122,856	$133,460	109%	$0	$0	$0	$13,346	$5,338	$4,004	$13,346	$5,338	$174,833
AN-20-B1	Blk 12, Hectors Addn, 10 Ave N to 11 Ave N between 3 St N and 4 St N	$166,052	$172,580	104%	$0	$0	$0	$17,259	$6,903	$5,178	$17,259	$6,903	$226,088
Sidewalk Projects		$222,246	$228,000		$0	$0	$0	$22,808	$9,124	$6,843	$22,808	$9,124	$298,797
SR-20-A1	[illegible]	[illegible]	[illegible]	[illegible]	$0	$0	$0	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]
Miscellaneous Projects		$60,000	$60,000		$0	$0	$0	$0	$0	$0	$0	$0	$60,000
	Public Information Coordinator Services	$60,000	$60,000	100%	$0	$0	$0	$0	$0	$0	$0	$0	$60,000
2020 Total		$62,518,763	$61,914,433		$611,201	$21,659	$4,336,317	$3,007,634	$2,119,964	$1,232,293	$5,348,265	$1,643,058	$80,854,383

City Project #	Outside Funding Sources: Federal	DOT / Cty / WF / Mhd / PD/ NDSWC/ Cass Rural Water/ Developer	W CASS/ NDDES/ [illegible] County / Parks	City Funding Sources: Traffic Control and Street Light Utility	Special Assessments	Storm Utility (FUND 524)	Prairie Dog Fund	Street Sales Tax (1/4 cent) (FUND 420)	(FLOOD AUTHORIZED) Infrastructure Sales Tax 460 (2013)	WASTE WATER UTILITY (FUND 455)	WM Replacement (FUND 450)
Federal Aid Projects	$7,462,325	$932,791	$0	$0	$2,945,718	$0	$0	$500,000	$0	$1,198,368	$1,246,173
BR-19-A1	$7,462,325	$932,791	$0	$0	$2,945,718	$0	$0	$500,000	$0	$1,198,368	$1,246,173
Watermain and Street Reconstruction Projects	$0	$0	$0	$0	$1,794,755	$0	$4,115,090	$0	$0	$1,102,874	$1,384,711
BR-20-A1	$0	$0	$0	$0	$400,480	$0	$1,576,606	$0	$0	$297,676	$559,001
BR-20-C1	$0	$0	$0	$0	$722,225	$0	$1,367,414	$0	$0	$727,565	$447,335
BR-20-E1	$0	$0	$0	$0	$672,049	$0	$1,172,070	$0	$0	$77,633	$377,775
Arterial Roadway Improvements	$0	$0	$166,044	$0	$8,281,210	$0	$0	$3,371,883	$0	$138,179	$295,037
BN-20-C1	$0	$0	$166,044	$0	$4,799,161	$0	$0	$2,093,258	$0	$0	$0
AP-20-B1	$0	$0	$0	$0	[illegible]	$0	$0	[illegible]	$0	[illegible]	[illegible]
Flood Control Projects	$0	$0	$0	$0	$0	$0	$0	$0	$15,741,796	$0	$0
FM-16-A1	$0	$0	$0	$0	$0	$0	$0	$0	$12,398,613	$0	$0
HD-19-A1	$0	$0	$0	$0	$0	$0	$0	$0	$714,035	$0	$0
NR-19-B1	$0	$0	$0	$0	$0	$0	$0	$0	$2,629,145	$0	$0
Pavement Preservation Projects	$0	$0	$0	$0	$1,055,486	$0	$584,842	$1,675,390	$0	$0	$0
PR-20-A1	$0	$0	$0	$0	$0	$0	$0	$87,757	$0	$0	$0
PR-20-B1	$0	$0	$0	$0	$0	$0	$0	[illegible]	$0	$0	$0
PR-20-C1	$0	$0	$0	$0	$316,301	$0	$584,847	$0	$0	$0	$0
PR-20-E1	$0	$0	$0	$0	[illegible]	$0	$0	[illegible]	$0	$0	$0
Storm Sewer Utility Projects	$0	$210,535	$486,186	$0	$805,573	$527,501	$0	$0	$0	$0	$0
UR-20-A1	$0	$0	$0	$0	$375,599	$527,501	$0	$0	$0	$0	$0
FM-20-C1	$0	$216,535	$486,186	$0	$479,973	$0	$0	$0	$0	$0	$0
Traffic and Streetlight Improvements	$0	$0	$0	$848,302	$1,229,457	$0	$0	$0	$0	$0	$0
SL-20-A1	$0	$0	$0	[illegible]	$0	$0	$0	$0	$0	$0	$0
TP-20-A1	$0	$0	$0	[illegible]	$0	$0	$0	$0	$0	$0	$0
SL-20-B1	$0	$0	$0	$0	$342,018	$0	$0	$0	$0	$0	$0
SL-20-C1	$0	$0	$0	$104,565	$860,322	$0	$0	$0	$0	$0	$0
SL-20-E1	$0	$0	$0	$27,117	$27,117	$0	$0	$0	$0	$0	$0
New Development Projects	$0	$790,259	$0	$0	$22,793,575	$0	$0	$0	$0	$0	$0
BN-20-E1	$0	$0	$0	$0	$2,982,692	$0	$0	$0	$0	$0	$0
BN-19-A1	$0	$0	$0	$0	$3,741,356	$0	$0	$0	$0	$0	$0
BN-20-F1	$0	$689,379	$0	$0	$1,871,207	$0	$0	$0	$0	$0	$0
BN-20-H1	$0	$0	$0	$0	$2,579,500	$0	$0	$0	$0	$0	$0
BN-20-K1	$0	$100,880	$0	$0	$3,382,695	$0	$0	$0	$0	$0	$0
BN-20-L1	$0	$0	$0	$0	$7,985,599	$0	$0	$0	$0	$0	$0
PN-20-A1	$0	$0	$0	$0	$2,250,520	$0	$0	$0	$0	$0	$0
Alley Paving Projects	$0	$0	$0	$0	$601,824	$0	$0	$0	$0	$0	$0
AN-19-I1	$0	$0	$0	$0	$200,904	$0	$0	$0	$0	$0	$0
AN-20-A1	$0	$0	$0	$0	$174,833	$0	$0	$0	$0	$0	$0
AN-20-B1	$0	$0	$0	$0	$226,088	$0	$0	$0	$0	$0	$0
Sidewalk Projects	$0	$0	$0	$30,379	$210,897	$0	$0	$57,521	$0	$0	$0
SR-20-A1	$0	$0	$0	[illegible]	[illegible]	$0	$0	[illegible]	$0	$0	$0
Miscellaneous Projects	$0	$0	$0	$0	$0	$0	$0	$60,000	$0	$0	$0
Public Information Coordinator Services	$0	$0	$0	$0	$0	$0	$0	$60,000	$0	$0	$0
2020 Total	$7,462,325	$1,933,584	$652,230	$878,483	$37,792,498	$527,501	$4,699,932	$5,864,794	$15,741,796	$2,439,222	$2,925,921


Broadway
4th Ave N
BROADWAY
16' LONG 15YD DUMPSTER
16' LONG 15YD DUMPSTER
16' LONG 15YD DUMPSTER
22' LONG 20YD DUMPSTER
3rd Ave N
NOTES:
1. ALL GRADES ARE FLOWLINE GRADES UNLESS OTHERWISE NOTED.
2. ALL CURB IS STANDARD TYPE II UNLESS OTHERWISE NOTED.
REVISIONS
SEAL
Fargo
ENGINEERING DEPT.

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(10)

Type: Construction Roll Off Dumpster Policy

Location: Citywide

Date of Hearing: 11/23/2020

Routing	Date
City Commission	11/30/2020
PWPEC File	X
Project File	Kevin Gorder

The Committee reviewed a communication from Division Engineer, Kevin Gorder, regarding construction roll off dumpster placement in the right of way for private construction projects.

The lack of private property in the DMU creates challenges for building owners to remodel/rehabilitate their buildings. In order to balance the need of property owners' use of the public right of way with keeping it functional for customer and visitors, staff is proposing a Construction Roll Off Dumpster Policy.

Staff is recommending the adoption of the Construction Roll off Dumpster Policy along with the associated fee.

On a motion by Ben Dow, seconded by Nicole Crutchfield, the Committee voted to recommend the adoption of the Construction Roll Off Dumpster Policy and associated fee.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and adopt the Construction Roll Off Dumpster Policy and associated fee.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: N/A

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: PWPEC

From: Kevin Gorder, Division Engineer

Date: November 20, 2020

Re: Use of Right of Way for Private Construction Projects

The lack of private property in the DMU creates challenges for building owners to remodel/rehabilitate their buildings. Improvements create the need to use the sidewalk, dumpsters, deliveries, and supplies. Work on rooftops require lane closures for crane placement. As more buildings look to be improved, it is becoming more difficult to balance the need to use public right of way and keeping the public right of way functional for customers and visitors. Since January 1st, we have been trying to reach agreements with the building owners to use the public right of way as a staging area, if required. The agreements require insurance, detailed schedule, and a deposit to repair potential damage in the right of way.

As the activity increases we need to ensure public safety for drivers and pedestrians when the right of way is unusable. We understand the need to use the right of way for construction but we need to develop a system so the right of way is available for contractors and customers. An example is dumpsters in the right of way. Dumpsters are placed in the right of way and left for extended periods of time even during extended periods when they are not in use.

We are developing a list of requirements to use the public right of way for these projects and attach fees to the use in an effort to minimize the time the right of way is impacted. The goal would be to develop the guidelines and post them on our website so the guidelines are easy to access and follow as projects are planned.

We are not looking for a motion today but would really appreciate any comments on the attached drafts of the guidelines. We have developed a fee proposal and would like comments on the proposed fees. As we finalize the fees, we would format them so they are easier to read. It is our intent to take feedback at this meeting and then revise and submit proposals at a future meeting for action.

Included items
Encroachment Agreement – We would like to formalize our draft encroachment policy we have been using/acting on for over 4 years

Temporary Use of Right of Way Guidelines – This is a summary of the items required before allowing the use of our right of way during construction

Dumpster Guidelines – This is a summary of the items required before dumpsters are placed in the right of way

Schedule of Fees – A possible framework for implementing a fee structure to do this work

Dumpster Placement Drawing – Options on how to place a dumpster

Construction Roll Off Dumpster and Container Policy

Policy for Placing Dumpsters and/or Containers on City Right of Way

The City has a desire to work with property owners to allow dumpsters or containers within the right of way in instances when placement on private property is not feasible. The City recognizes that the impact to parking spots and visibility for properties adjacent to dumpsters and/or containers placed within the right of way must be considered. The purpose of this policy is to strike a balance between the occasional need for a property owner to place dumpsters and/or containers within the right of way with the impacts to the public and adjacent property owners. In addition to these considerations, this policy also works to address the impact that dumpsters and/or containers placed within the right of way may have to ADA requirements, snow removal, and other public safety concerns.

The following will apply to any dumpster and/or container placed within the City of Fargo's Right of Way.

Location Requirements:

1. Every reasonable effort should be made to place dumpsters and/or containers on private property. If it is determined that placement on private property is not a viable option, an application shall be made to the City of Fargo Engineering Department requesting placement within the right of way. Requests for placement of dumpsters and/or containers within the right of way must explain in detail why placement on private property is not feasible.
2. Dumpsters and/or containers must not be placed on or across sidewalks.
3. Dumpsters and/or containers will only be allowed within the right of way at locations already designated for parking.
4. Dumpsters and/or containers shall not be placed within 30' of an intersection or within 20' of a driveway when possible. If this is not possible, note this on the application and Engineering will approve or deny after reviewing the application. Dumpster and/or containers shall not be placed within 15' of a fire hydrant.
5. The Applicant is responsible for verifying all of these conditions of the permit are met. Failure to meet the requirements will result in cancellation of approval.
6. The Applicant is responsible for placing signs or traffic control devices as needed to reserve the space required for the dumpster.

Limitation of Placement:

1. Dumpster shall not be in place more than 1 hour prior to work starting at the construction site and shall be removed within 1 hour after completion of their daily work. In the event that the Applicant is unable to operate within this defined timeline, the Applicant shall provide justification for extended placement for consideration. If the Engineering Department approves the request for extended placement, the Applicant shall pay the City a fee of $10 per day per parking spot for the time the dumpster and/or container is placed within the right of Way. If parking spots are not marked, only one spot will be used to calculate the fee. Fees are waived for extended placement of two weeks or less in duration.
2. The Applicant agrees to follow all parking restrictions and ensure that the dumpster and/or container is not placed within the right of way during any period parking is not allowed.
3. If a snow emergency is declared, the Applicant will remove the dumpster and/or container to comply with the snow emergency requirements.
4. Dumpsters and/or containers are limited to an overall length of 16' in the DMU. Outside of the DMU, any size dumpster and/or container is allowed.
5. Dumpsters and/or containers must be placed directly in front of the location where work is ongoing. If an alternate location is requested, the Applicant must provide written concurrence from the property owner where the dumpster will be located at the time the application is submitted.

6 Dumpsters shall be loaded by carrying material between the construction site and the dumpster. In the event that dumpsters cannot be loaded in this manner and must be loaded by overhead methods, a Right of Way Use permit is required prior to any work starting.

Schedule:

1. The Applicant must provide a detailed schedule and duration prior to placement of any dumpster and/or containers within the right of way.
2. The schedule shall include drop off time and details, pickup time and details, and duration.

Application Details:

1. The Applicant agrees to indemnify and provide liability insurance for any items placed within the right of way with a minimum coverage of $500,000.
2. The Applicant must notify adjacent properties of the upcoming work and provide contact information for the construction site.

THE CITY OF Fargo FAR MORE

(11)

FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1333 | Fax: 701.476.4188
www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS

FROM: KENT COSTIN, DIRECTOR OF FINANCE

RE: STATE WATER COMMISSION COST REIMBURSEMENT APPROVAL

DATE: November 24, 2020

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

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

Suggested Motion:

Approve a State Water Commission request for cost reimbursement for Fargo-Moorhead Metropolitan Area Flood Risk Management Project costs totaling $36,169,631.64

THE CITY OF Fargo FAR MORE

FINANCE OFFICE
PO Box 2083
225 4th Street North
Fargo, ND 58102
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www.FargoND.gov

November 24, 2020--

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

Dear Garland,

The Metro Flood Diversion Authority is submitting eligible costs for reimbursement request #109 pursuant to the terms and conditions of Senate Bill 2020. This submission represents costs that were not previously requested for reimbursement due to the 10% cap on engineering, legal, and admin costs.

Total unreimbursed costs for the period of July 1, 2017 - September 30, 2020 are $103,614,282.07. Of this amount, we are submitting $72,339,263.28 for reimbursement subject to the 50% cost share per the October 2020 amended cost-share agreement. 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 $36,169,631.64.

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	$223,169,324.84	$0	50%	$0	$20,830,675.16
$66,500,000	$6,650,000.00	$72,339,263.28	50%	$36,169,631.64	$23,680,368.36
$310,500,000	**$229,819,324.84**	**$72,339,263.28**		**$36,169,631.64**	**$44,511,043.52**

Expense Summary, this request:

Expense Type	Amount
Construction Management	30,658,612.94
Engineering Services	23,315,975.74
Legal Services	13,127,209.58
Financial Advisor	1,838,166.67
Appraisal Services	1,328,612.97
Property Holding Costs	518,556.67
Quality Testing	446,874.68
Consulting Services	373,777.97
Legal Publications	331,102.06
Other Services - NDSU AG Risk Study	220,978.00
Metro COG Local Match - Recreation Plan	115,000.00
Miscellaneous	37,100.00
General Liability	19,546.00
Other Services - CLOMAR Submittal Review Fee	7,250.00
Right of Entry Requests	500.00
Total Eligible Expense	**72,339,263.28**

We certify that $92,396,678 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

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
Expenses previously subject to Cap
July 1, 2017 - September 30, 2020

Transaction Amount	Project Number	Contract Scope Summary
$ 5,358,670.49	V00101 - Dorsey Whitney Legal	Legal Services - V00101 - Dorsey Whitney
3,464,505.96	V00102 - General & Admin. WIK	Legal Services - V00102 - Ohnstad Twichell, Erik Johnson, Dorsey Whitney, Gray Pannell, and Chapman & Cutler Liability Insurance - V00102 - Warner & Co and Marsh & McLennan
123,033.34	V00103 - General & Admin. LERRDS	Legal Services - V00103 - Ohnstad Twichell and Erik Johnson
10,194,784.60	V00207 - CH2M HILL-1.14.17-4.1.18	CH2M TO#1: Program Management and Related Services (Outreach, P3, Land Acquisition, and Construction Management)
7,042,183.65	V00208 - CH2M HILL-4.2.18-10.12.18	CH2M TO#2: Interim Program Management and Related Services (Outreach, P3 Procurement, Land Acquisition, and Construction Management)
549,961.40	V00209 - CH2M HILL-7/27-12/28/18	CH2M TO#3: Integrated Program Cost Estimate and Related Services for Plan B (Risk and Contingency Development and Financial Analysis Support)
3,050,589.13	V00210 - CH2M HILL-LAND ACQUISITON	CH2M Task Order #4 Property Acquisition Management Services (Administrative, Public Involvement, Outreach, Property Rights, Property Surveying, and Property Management)
5,691,715.37	V00211 - CH2M HILL-6/2019-12/2021	CH2M Task Order #5 Program Management and Related Services (Financial Support, Program Controls and Reporting, Technical and Project Support, Permitting, Federal Legislative Support, State Legislative Support, Public Involvement, Outreach, Due Diligence, Resilience and Sustainability)
3,949,026.99	V00212 - P3 PROCUREMENT SUPPORT	CH2M TO #6 P3 Support Services (Procurement Support, RFP, Contract Award, Issuance of NTP, Monitoring of Activities, Management of MOUs, Administrative support)
1,666,689.29	V00302 - PROGRAM MGMT SERVICES	AE2S TO #1 Consultant Services (Public Involvement, Outreach Support, Legislative Support, Land Acquisition, Property Surveying, Property Management, P3 Support)
339,625.86	V00402 - TESTING - WP-43 & WP-28A	Materials Testing Services - WP-43, WP-28, and WP-50
288,209.05	V00701 - MN DNR EIS	Minnesota Environmental Impact Study
37,113.73	V01003 - CULTURAL RESOURCES INVEST	163308 - Conduct pedestrian surveys and phase 1 cultural resource investigations at various locations along the project alignment. - V01003 - URS CORPORATION
94,772.72	V01004 - SEAI CULTURAL RES INVEST	Task Order 2 - Cultural Resources Investigations (Management and Coordination, Phase I Cultural Investigations (SE-1), Phase I Cultural Investigations (RRCS), Phase II Architectural Evaluations
5,666,052.17	V01201 - Cass Joint Water ROE	172334 - Perform Right-of-Entry services including track right-of-entry status in GIS database; prepare exhibits for contact with land owners; prepare right-of-entry agreements; land acquisition services; manage access to properties; performing design services; appraisal services; coordinate and communicate with Courts, USACE, and Owner. - V01201 - CASS COUNTY JOINT WATER RESOURCE DI
435,034.23	V01202 - Cass Joint Water DPAC	172334 - Development and implementation of an assessment district for the FM Area Diversion Project on behalf of the Cass County Joint Water Resource District. Legal services, advertising services, and engineering services - V01202 - CASS COUNTY JOINT WATER RESOURCE DI
461,430.12	V01203 - Cass Joint Water OHB	172334 - Perform Land Acquisition Services for Oxbow/Hickson/Bakke including Appraisals, negotiation and Acquisition, and Relocation Services. Legal services and testing and inspection activities for OHB - V01203 - CASS COUNTY JOINT WATER RESOURCE DI
81,807.90	V01204 - Cass Joint Water OCC	Provide construction management and design services for Oxbow Country Club as part of land acquisition procurement and relocation activities.
2,727,107.52	V01601 - HMG - PROJECT MANAGEMENT	151232 - Provide overall project management of Engineer design teams and subcontractor design teams, coordinate with Owner and Program Management Consultant (PMC), and provide public involvement assistance. - V01601 - HOUSTON-MOORE GROUP LLC
21,041.00	V01606 - LAND MANAGEMENT SERVICES	151237 - Provide land management services (Right-of-entry, appraisals, meeting coordination, management, property acquisition, real estate cost estimate)
66,339.16	V01607 - RECREATION/USE MASTER PLN	152022 - Recreation & Use Master Plan (Design Support)
129,706.23	V01608 - WORK-IN-KIND (WIK)	152023 - Develop a Technical Memorandum (TM) that provides estimates of the probability of non-exceedance for different meander belt widths given design flows and channel geometry of the Low Flow Channel (LFC), variability and uncertainty in the erodibility and shear strength of the soils along the LFC, and most likely scenarios for the sequence of diversion works commissioning. - V01608 - HOUSTON-MOORE GROUP LLC
156,748.11	V01609 - HYDROLOGY/HYDRAULIC MODEL	152024 - Provide hydrology and hydrologic modeling services in order to advance design components of the Diversion Channel. Specific modeling subtasks include: modeling of Diversion inlets to determine design flows, modeling to evaluate hydraulic impacts of various Diversion Channel sizes, extending model geometry of the Rush and Lower Rush Rivers, providing technical assistance and support for the physical modeling of the Maple and Sheyenne River aqueduct structures, and on-call services as requested. - V01609 - HOUSTON-MOORE GROUP LLC
3,982.00	V01610 - UTILITIES DESIGN	152025 - Provide utility relocation plans, utility relocation services, utility relocation designs when required, utility relocation support services, relocation determination and performance specifications, for the relocation of utilities from the Diversion Outlet at the Red River (Station 0+00) through (Station 901+00) at I-94. - V01610 - HOUSTON-MOORE GROUP LLC

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
Expenses previously subject to Cap
July 1, 2017 - September 30, 2020

Transaction Amount	Project Number	Contract Scope Summary
1,314,420.30	V01613 - LEVEE DESIGN & SUPPORT	157599 - Design and design support activities, for design of levees along the Red River to support increased flow through the protected area and for levees in the upstream staging area. - V01613 - HOUSTON-MOORE GROUP LLC
19,299.00	V01614 - TRANS/DRAINAGE MASTER PLN	160644 - Transportation Master Plan South – Develop a Transportation Master Plan for the southern section (I-94 to the Staging Area) to accommodate required access and roadway transportation for local farm access; emergency service access; school bus routing; local traffic routing; construction equipment and haul routing; and Interstate highway car and truck traffic. Local Drainage Plan South – Determine the requirements for local drainage along the Diversion Channel and structures, embankments, and Staging Area draw down, and develop a plan to incorporate the requirements into the project. I-29 South Conceptual Design of Interchange – Develop a conceptual design of the south interchange of I-29 and the Diversion Channel. - V01614 - HOUSTON-MOORE GROUP LLC
297,115.45	V01615 - DRAFT OPERATIONS PLAN	165854 - Provide modeling and engineering services in order to develop a project Draft Operations Plan. The Draft Operations Plan development will utilize the Phase 7.1 unsteady HEC-RAS model that extends to Drayton, ND. - V01615 - HOUSTON-MOORE GROUP LLC
1,341,966.15	V01616 - PERMIT SUBMITTAL PREP	167178 - The scope of work for this Task Order includes permitting for the Fargo-Moorhead Area Diversion Project (Project). The anticipated major permit submittals for the Project shall be as requested by Owner, and may include, but are not limited to 404 Individual Permit for Oxbow/Hickson/Bakke Levees, and the remainder of Project for North Dakota and Minnesota; 401 Certification for North Dakota and Minnesota; Floodplain Permitting; miscellaneous permits for In-Town Levees construction and OHB construction. - V01616 - HOUSTON-MOORE GROUP LLC
36,067.30	V01618 - WP28 - CR-16/CR-17 BRIDGE	175167 -Design and prepare contract documents for the construction of the new County Road 17 (CR-16/CR-17) bridge, and County Road 16 (CR-16) realignment, which crosses the diversion channel at the intersection of 124th Ave S and 170th Ave SE, approximately 2.5 miles of associated county road to accommodate road alignment and grade changes, local drainage facilities and structures, and 1000-feet of diversion channel (nominally 500-feet on either side of the centerline of the bridge). - V01618 - HOUSTON -MOORE GROUP LLC
2,065,854.44	V01620 - SEAI-I29 GRADE RAISE DSGN	188659 - Prepare a preliminary and detailed designs of the Interstate Highway 29 (I-29) north and south grade raises over the Southern Embankment and through the Project staging area. Prepare a preliminary design of the Hwy 81 (North Dakota) and Hwy 75 (Minnesota) grade raises over the SEAI. Prepare preliminary design of SEAI wetland mitigation. - V01620 - HOUSTON -MOORE GROUP LLC
584,848.82	V01621 - P3 RFP PROCUREMENT SUPPRT	190510 - Provide professional services for support of the P3 Request for Proposals (RFP) procurement phase. Services to include technical support, review of and response to: draft RFP comments and Requests for Information (RFI), Phase 8 Model submittals, Innovative Technical Concepts (ITC), Interim Technical Submittals (ITS), final Technical Proposals, and geotechnical field investigation and reporting services. - V01621 - HOUSTON -MOORE GROUP LLC
269,020.41	V01622 - MITIGATION SUPPORT SRVCS	192930 - Provided technical services to support on -going project mitigation planning for impacted structures in the upstream retention area. Work includes: GIS analysis and mapping, categorization and tracking of residential and non -residential structure impacts, property site analysis, and developing concept level cost opinions for non -structural mitigation options. - V01622 - HOUSTON -MOORE GROUP LLC
2,155,652.24	V01623 - CONSTRUCTN/BID SVCS WP43	195439 - Provide WP-43 Services - Services During Bid (SDB) and Services During Construction (SDC) for projects designed by HMG for Diversion Project. WP-43E2D – OHB Ring Levee, Phase E2D, Residential Demolition, Schnell Drive and Riverbend Road WP-43E2E – OHB Ring Levee, Phase E2F, Schnell Drive and Oxbow Country Club Removals WP-43E2F – OHB Ring Levee, Phase E2F, Riverbend Road Removals WP-43CD – OHB Ring Levee, Phases C and D, Pump Station, Gatewell, Outfall, Storm and Sanitary Sewers, County Road 81, and Streets WP-43E3 – Oxbow Park Relocation WP-43D5 – OHB Hickson Main Avenue Storm Sewer WP-43C – OHB Wetland Mitigation
181,876.82	V01624 - CONSTRUCTN/BID SVCS WP28A	194891 - Provide Services During Construction - SEAI Projects (WP-28A Bidding, WP-28A Services During Construction, Project Management, On-Call Services)
768,708.03	V01625 - HYDROLOGY/HYDRAULIC MODEL	199799 - Hydrology and Hydraulic Modeling (NDSU Agricultural Impact Study and Phase 9 Model Updates)
1,143,266.60	V01626 - WORK-IN-KIND (WIK)	199800 - Work-in-kind (WIK) SEAI local drainage updates, SEAI transportation updates, SEAI utilities updates, SEAI design reviews, and SEAI hydraulic modeling support services
121,223.50	V01627 - RIVER STAGE 37FT PLANNING	199801 - River Stage 37ft planning support (flood protection planning support, flood protection prelim design, transportation impact planning and prelim design, and technical memo)
498,235.82	V01628 - BOUNDARY SURVEYING SRVCS	200945 - Boundary Surveying Services (SEAI parcels, upstream mitigation area parcels, biotic and geomorphic monitoring parcels, and mobility improvement parcels)
76,759.84	V01629 - WORK COMPLIANCE OBSERV.	201450 - Third Party Work Compliance Observation (Work necessary to confirm compliance with the conditions and requirements of the Owner MOUs, WBI Utility Installation Observation)
195,404.71	V01630 - PROPERTY STRUCTURE MITGTN	203587 - Property Structure Mitigation - Design, Bidding, and Services During Construction (WP-50A, WP-50B, WP-50C, and WP-50D)

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
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July 1, 2017 - September 30, 2020

Transaction Amount	Project Number	Contract Scope Summary
46,150.50	V01631 - PERMIT COMPLIANCE MONITOR	208868 - Permit Compliance Monitoring (Update Permit Compliance Monitoring and Tracking Plan, Monitoring and Reporting Updates)
86,800.00	V02102 - STONEY CREEK RETENTION	184437 - Phase 1 cost share payment for retention projects
74,022.00	V02106 - UPPER SOUTH BRANCH RETNTN	184441 - Phase 1 cost share payment for retention projects
60,746.00	V02107 - BARNESVILLE TWP RETENTION	184442 - Phase 1 cost share payment for retention projects
50,046.24	V02407 - OXBOW MOU-LEGAL SERVICES	Oxbow legal services (Turman & Lang, Ohnstad Twichell)
36,727.50	V02416 - OXBOW MOU-MISC INFRA ENG	181297 - MEI TO 7 - Project involves addressing miscellaneous infrastructure and drainage items related to the OHB levee project and associated projects
102,351.80	V02421 - OXBOW MOU-MOORE PROJ MGMT	183340 - Project management services (Involves assistance to the OJDA to keep them informed of the status of various projects that are a part of the Oxbow Hickson Bakke Ring Levee Project. MEI is also the point of contact for individual residents of Oxbow who may have questions related OHB activities)
51,776.78	V02601 - CULTURAL INVESTIGATION	181554 - Provide cultural resources investigations along the Diversion Channel footprint (testing, monitoring, surveys, reporting)
220,978.00	V02701 - AG RISK STUDY SERVICES	174144 - Revised Assessment of the Agricultural Risk of Temporary Water Storage for FM Diversion (study to examine the potential economic losses associated with planting delays on lands that may experience flooding from operation of the Diversion)
55,351.99	V02802 - WP-42 MATERIALS TESTING	173390 - Provide soils and construction materials testing services per Owner's Quality Assurance testing requirements for Owner awarded construction contracts associated with the In Town Levees – Work Package 42 projects. - V02802 - TERRACON CONSULTING ENGINEERS
1,774,507.70	V02806 - CONSTRUCTION SVCS WP42	174124 - Provide professional engineering Services During Bid (SDB) and Services During Construction (SDC) for WP-42 (In-Town Levee) projects designed by HMG for the Fargo-Moorhead Area Flood Diversion Project. SDB services include responding to bidder RFIs, attending pre-bid, site visit, and bid opening meetings, prepare addenda, and review the bid results. SDC services include construction inspection, responding to contractor RFIs, reviewing shop drawings, preparing change orders, reviewing payment applications, maintaining record drawings, and preparing O&M manuals. - V02806 - HOUSTON -MOORE GROUP LLC
190,519.82	V02807 - CASS JOINT WATER IN-TOWN	186675 - Provide land acquisition services for WP-42 (In-Town Levees) and Diversion Inlet Structure projects that include: preparation of appraisals, land owner negotiations, coordination of property access for other contractors to perform work as needed by Owner prior to closing, and providing relocation services for the owners and tenants of the commercial and residential properties. - V02807 - HOUSTON -MOORE GROUP LLC
1,518,221.91	V03001 - P3 LEGAL COUNSEL-ASHURST	P3 legal services - V03001 - Ashurst
12,952.93	V03101 - FINANCIAL ADVISORY SERVCS	196620 - Financial feasibility analysis
28,154.01	V03102 - ADVISOR SVCS-2017 WF LOAN	195059 - Financial services preliminary to the issuance of Cass County and City of Fargo loan agreement 2017
80,448.93	V03201 - PRE-AWARD P3 RISK ADVISOR	188194 - Analyze insurance and risk issues and support the drafting and negotiating of agreements being developed by Diversion advisors
1,716,610.80	V03301 - PPP FINANCL ADVISORY SVCS	180355 - Financial Plan revisions, Request for Proposal Phase Support, Proposal Evaluation Support (Financial Plan and financing/ procurement strategy, continue to support the Client in its interactions with the USACE, revising and responding to question on due diligence materials, Technical Requirements or input into Proposer questions on Technical Requirements, Request for Proposals (RFP) Support, refine financial model at various stages, assist with evaluation of Financial Proposals, negotiation and closing support)
7,250.00	V03401 - CLOMR SUBMITTAL RVIEW FEE	FEMA CLOMR submittal review fee
1,000.00	V03701 - CDI ENGINEERING SERVICES	Red River Valley and Western RR Co for the development of the third party agreements (MOUs)
5,000.00	V04001 - P3 RFP TEST PIT EXCAVATN	P3 RFP Support Services - Test Pit Excavation
2,342.00	V04204 - CR17 - PAVING BYPASS ROAD	CR-17 bypass asphalt testing services
60,819.00	V04501 - FED HEARING LEGAL SERVICS	Legal services - Litigation consulting
74,353.00	V04601 - LEGAL SUPPORT	Legal services - Supporting Dorsey & Whitney team
532,500.00	V05101 - FLOWAGE EASEMNT VALUAITON	197558 - Flowage Easements Valuation – Phase 1 (Research and evaluate data and produce a valuation of the easements. Phase 1 of the flowage easement analysis includes developing a regression analysis model and a matched pairs analysis utilizing sales of easement encumbered and unencumbered properties in representative markets from across the country. The model will provide flexibility to compute the diminution in value of encumbered properties. It is expected that the exact location, boundaries, and operation of the upstream mitigation area will be determined through detailed technical analysis, hydraulic modeling, and permitting. These Phase 1 services allow the data gathering and regression model development to proceed in a parallel time frame to the technical hydraulic modeling)
40,897.36	V05401 - DEMOLITION/LEVEE-HARWOOD	Engineering services, capital admin
192,890.82	V05402 - DEMO/LEVEE/WALL-ROSEWOOD	Engineering services, capital admin

FM Metropolitan Area Flood Risk Management Project
Summary of Cash Disbursements Eligible for SWC Funding
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July 1, 2017 - September 30, 2020

Transaction Amount	Project Number	Contract Scope Summary
25,177.64	V05403 - DEMO - CITYWIDE	Engineering, testing services, capital admin
225,139.68	V05404 - LEVEE-OAKCREEK/COPPERFLD	Engineering, advertising, testing services, capital admin
310,356.80	V05405 - LEVEE/FLOODWALL - BELMONT	Engineering, appraisals, advertising, testing services, capital admin
260,985.19	V05406 - DRAIN 27 LIFT STATION #56	Engineering, advertising, capital admin
49,571.31	V05407 - FLOOD MIT-RIVERWOOD ADDTN	Engineering services, appraisal reviews
31,207.72	V05408 - FLOOD MIT-ROYAL OAKS AREA	Engineering services, appraisal reviews
41,583.69	V05409 - FLOOD MIT-WOODCREST DRIVE	Engineering services
32,107.80	V05410 - FLOOD MIT-ELM CIRCLE AREA	Engineering services, appraisal reviews
74,649.85	V05411 - FLOOD MIT-OAK GROVE AREA	Engineering services, appraisal reviews
13,535.25	V05413 - FLOOD MIT-52ND AVE/UNV DR	Engineering services
8,840.41	V05414 - FLOOD MIT-ROSE COULEE	Engineering services
3,079.13	V05415 - FLOOD MIT-PRAIRIE ROSE	Engineering services
9,000.00	V05416 - FLOOD MIT-MICKELSON FIELD	LOMR application
476,433.66	V05418 - FLOOD ACQUISITIONS	Flood Buyouts - legal, engineering, capital admin
70,182.00	V05419 - STORM LIFT STATION #24	Engineering services
2,690.47	V05421 - BACKFILL OLD BORROW PIT	Engineering, capital admin
115,000.00	V05501 - 2019-216 RECREATION PLAN	Recreation Plan Update - Metro COG - Local Match
373,777.97	V05801 - CONSULTING SERVICES	Consulting services (strategy, funding, financing, development, procurement, and implementation)
4,119.50	V05901 - SW INFRASTRUCTURE STUDY	SW Infrastructure Planning Study (AE2S)
518,556.67	Property Holding Costs	Property Costs (electricity, water/sewer, natural gas, propane, property insurance, property taxes, mowing services, tree services, snow clearing, security property monitoring)
$ 72,339,263.28	**Grand Total**	

THE CITY OF Fargo FAR MORE

PUBLIC WORKS
OPERATIONS

(12)

Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1465
FAX: (701) 241-8100

November 30, 2020

The Honorable Board of City Commissioners
City Hall
225 4th St N
Fargo, ND 58102

RE: 2021 Resolution Prescribing Forestry Utility Rates

Commissioners:

Please find the attached amended resolution prescribing the forestry utility services rate change that was approved in the Mayor's 2021 budget. The resolution increases all monthly forestry rates by 12%, effective January 1, 2021. The current residential rate of $4.00 per month will increase 48 cents. Fees collected provide the resources needed to continue forestry department programs currently in place including curbside brush chipping, residential tree planting, Dutch Elm Disease management, ash diversification, pruning, and land development code street tree enforcement.

Background:
Utilizing the services of KLJ under the Public Works Master Services Agreement, a Forestry Utility Growth Plan and Rate Analysis was completed in early 2018. As the city continues to grow so does the need for future planning. Forestry service areas are set to increase significantly within the next 15 years with reconstruction projects, new plantings, downtown revitalization, medians and planting beds, LDC street tree requirements, in-fill, EAB preparation, pruning goals, wood waste utilization/management, and a continuous rise in street tree population. This Forestry Utility Growth Plan and Rate Analysis supported small periodic increases.

RECOMMENDED MOTION: Move to approve the attached resolution prescribing the forestry utility rate increase effective January 1, 2021.

Your approval of this request is appreciated.

Sincerely,

Scott Liudahl, City Forester

Cc: Ben Dow
Bruce Grubb
Kent Costin

Commission rate resolution 2021.doc

RESOLUTION PRESCRIBING FORESTRY RATES

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, pursuant to the provisions of Section 19-0104 of the Fargo Municipal Code of the City as amended, that until otherwise provided by resolution amendatory hereof or supplemental hereto, the following rates and charges shall be effective for all bills prepared after January 1, 2021.

1. **Residential units shall be $4.48 per unit, per month.**

2. **Apartments shall be billed according to the following schedule:**

No. of Units	Rate
0-1	$6.16
2-4	$8.78
5-12	$11.89
13-20	$14.85
21-28	$17.92
29-36	$20.91
37-54	$24.20
55-71	$27.88
72-250	$32.08
251 and up	$36.89

3. **Mobile Trailer Court shall be billed at the rate of $6.16 per month together with an additional $1.33 per unit per month.**

4. **Commercial units shall be billed $15.68 per month.**

THE CITY OF Fargo FAR MORE

PUBLIC WORKS
OPERATIONS

(13)

Fleet Management, Forestry, Streets & Sewers, Watermeters, Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1465
FAX: (701) 241-8100

November 30, 2020

Honorable Board of City Commissioners
City Hall
225 4th St N
Fargo, ND, 58102

Commissioners:

Two RFP's were received November 2, 2020, for upcoming contract winter pruning operations. Urban Forestry Programs Manager Allen Lee, Arborist Supervisor Tracy Zablotney, and I have reviewed. The pruning areas include:

- Area – Project 1: Broadway to 10th St between 12th and 19th Ave N (410 trees)
- Area – Project 2: East of Elm St between 12th and 19th Ave N (39)
- Area – Project 3: North of 32nd Ave NE, east of Elm St (318)
- Raise – Project 1: 58th Ave S from 25th St to University (86)
- Raise – Project 2: Meadow Creek area (177)
- Raise – Project 3: 13th to 17th Ave S between 32nd and 35th St (643)
- Raise – Project 4: Main to 13th Ave S between University and 3rd St (650)
- Raise – Project 5: 13th to 19th Ave S between University and 3rd St (659)

Contractor	Area 1	Area 2	Area 3	Raise 1	Raise 2	Raise 3	Raise 4	Raise 5
Cougar Tree Care, Inc.	$61,500	5,265	36,570	1,548	3,540	13,503	16,900	17,134
All-Terrain Grounds Maintenance	no bid	no bid	no bid	1,144	2,985	11,366	10,367	10,533

Funding has been included in the 2021 annual forestry contract services budget.

Recommended motion:
Move to award upcoming contract winter pruning operations request for proposals (RFP21004) AREA Projects 1-3 to Cougar Tree Care, Inc. ($103,335.00), and RAISE Projects 1-5 to All-Terrain Grounds Maintenance ($36,395.00).

Your approval of this request is appreciated.

Sincerely,

Scott Liudahl, City Forester

Cc: Ben Dow
Bruce Grubb
Kent Costin

commissionwinterprune2021.doc

THE CITY OF Fargo FAR MORE

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

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

(14)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 24, 2020

RE0: AGREEMENT FOR SERVICES WITH THE CITY OF WEST FARGO TO PROVIDE COVID-19 BACK UP FIRE/EMS STAFF

The attached Agreement for Services with the City of West Fargo provides qualified Fire/EMS staff at COVID-19 test sites in Fargo or West Fargo for the purpose of specimen collection. The City of West Fargo shall be reimbursed based on the OT rate of each individual staff, not to exceed $34 per hour.

No budget adjustment is required for this contract.

Suggested Motion: Move to approve the Agreement for Services with the City of West Fargo.

DF/lls
Enclosure

THE CITY OF Fargo FAR MORE

AGREEMENT FOR SERVICES

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

THIS AGREEMENT, effective the 1st of November 2020, by and between Fargo Cass Public Health ("FCPH"); and City of West Fargo.

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

A. **Term of Agreement:** The parties entered into a written agreement for the period of November 1, 2020, through December 30, 2020.

B. **Services to be provided by contractor:** Contractor will provide qualified Fire/EMS staff at COVID test sites in Fargo or West Fargo for the purpose of specimen collection in COVID 19 testing. Staff will serve under the direction of North Dakota Department of Health staff.

C. **Reimbursement:** City of West Fargo shall be reimbursed for the above services rendered, based on the OT rate of each individual staff, not to exceed $34/hour. Time records will be kept with date and hours worked and submitted with invoices.

D. **Termination:** This Agreement may be terminated by either party upon the giving of thirty (30) days written notice.

E. **Confidentiality:** The Contractor agrees to not, directly or indirectly, disclose, make known, divulge, publish or communicate any individually identifiable health information or other confidential information to any person, firm or corporation without consent unless that disclosure is authorized under North Dakota law.

Special Considerations:

A. It is understood and agreed that the relationship created by this Agreement shall be that of contractor and contractee that shall not be deemed an employee of Fargo Cass Public Health for any other purpose.

B. The laws of the State of North Dakota shall govern this service agreement. I hereby certify that the above assurances and provisions of service have been reviewed and our agency has agreed upon the conditions as set forth.

C. It is understood any forms or paperwork required by Fargo Cass Public Health and the City of Fargo to receive payment for services will be completed as needed.

In Witness thereof, this purchase of service agreement has been executed between the Contractor and Fargo Cass Public Health on the date-executed below.

FARGO CASS PUBLIC HEALTH

Desi Fleming

Desi Fleming
Director of Public Health

Date 11/24/2020

CONTRACTOR

City of West Fargo

Date 11-24-2020

Timothy J. Mahoney
Mayor, City of Fargo

Date

THE CITY OF Fargo FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

(15)

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: NICOLE CRUTCHFIELD, PLANNING DIRECTOR NC
MAEGIN ELSHAUG, PLANNING COORDINATOR

DATE: NOVEMBER 24, 2020

SUBJECT: CONTRACT AMENDMENT WITH REACH PARTNERS, INC. - MASTER SERVICSE AGREEMENT

The Planning Department is requesting an amendment to an existing contract for services with Reach Partners. In 2019, the Reach Partners, Inc. was contracted through sole source procurement to provide services for the Planning Department in order to aid staff in administrative duties related to communications, and technical assistance for project and event operations and management. The scope of work was provided in the form of a master services agreement, and was paid from Planning Services (2019 budget) and The Fargo Project funds from the Kresge Foundation.

The total contract amount for $70,000 was split into two tasks;

- Task 1 for Technical Assistance, Strategic Planning and Events for $25,000 and
- Task 2 for work related to The Fargo Project/Kresge for $45,000.

Due to the pandemic and in responses to work that was greater than anticipated with the Arts and Culture Commission, Native American Commission and Human Relations Commission, staff is seeking an additional $30,000. This work would be an approximate allocation to an increase to Task 1 by $15,000 and a new Task 3 for MLK event planning and facilitation for $15,000. These funds are budgeted through Planning Services and Social Service Funds.

On October 26, 2020, the Finance Committee recommended moving the item forward to the City Commission for approval. The total contract amount will be $100,000 ($70,000 original amount with $30,000 increase).

Suggested Motion:
To approve the contract amendment with Reach Partners Inc. for $30,000, for a total contract amount of $100,000.

June 7, 2019

Having worked closely with the City of Fargo Planning Department staff, and played an integral part of The Fargo Project's management structure, communication, events and volunteer management over the last three years, Reach Partners is grateful for the opportunity extend those principles into other aspects of City of Fargo boards, commissions and granted activities.

SCOPE OF WORK

From start to finish, Reach Partners will work with your volunteers and team: listening, communicating, leading and problem solving. We can work as an agent of the city, taking direct feedback and supervision from city staff. Our responsibilities to you include:

The Fargo Project: World Garden Commons Work with partners internal and external to City staff to provide consultation and execution services on ongoing communications, operations and event management activities.

The Fargo Project: Kresge Renewal Work with partners internal and external to City staff to provide consultation on communications, project management, facilitate conversations between partners, and manage activities to amplify the values of compassion, radical acceptance and empathy.

2019-2020 Events: Indigenous People's Day and Martin Luther King Jr Day Celebrations Provide expert event planning and execution services, evaluation, and technical assistance to parties internal and external to City of Fargo staff, boards and commissions specific to the named events.

Strategic Planning Use a strategy of dialogue to make connections, co-create meaning, and develop shared understanding among stakeholders internal and external to the Planning Department. Engage and collaborate with stakeholders to identify and establish priorities, clarify roles, focus energy and resources, strengthen operations, and pursue common goals.

Technical Assistance Provide technical assistance to Planning Department staff in strategic planning, project management, facilitation, professional event planning, and internal communications strategies. Work jointly with the staff to identify underlying needs and long-term goals for capacity building. Remain adaptive throughout the engagement according to the needs of the internal staff, external partners, commissions, and boards.

TERMS

Fee Hourly not to exceed $70,000.00.

Period of Performance FROM JULY 2019 to DECEMBER 2020.

Billing & Payment Invoices will be rendered by the 14th calendar day of the month for services provided the preceding monthly period. Invoices are payable within 30 days after the date of the invoice. If any invoice is not paid in full within thirty (30) days after the date of the invoice, the balance is subject to an 8.5% monthly finance charge.

Reimbursement Reach Partners' invoices will reflect actual hours for the time period worked at the hourly rate of One Hundred Five Dollars an hour ($105.00/hr) plus, authorized expenses will be invoiced for the time period billed and subject to an 8.5% mark-up.

Additional Scope Any additional work will be mutually agreed upon prior to work being completed. Additions beyond the scope of work will be billed at $105.00 an hour to manage, plus actual expenses.

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

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

THE CITY OF Fargo FAR MORE

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

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

Independent Contractors City of Fargo contracts with Reach Partners, and Reach Partners accepts engagement with City of Fargo, as an independent contractor to provide the services hereunder.

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

Rachel Asleson, PMP	Date
Reach Partners, Inc	
15 21st St S, Suite 208	
Fargo ND 58103	

Nicole Crutchfield	7/3/19 Date
Planning Department	
City of Fargo	
225 4th Street North	
Fargo, ND 58102	

THE CITY OF Fargo FAR MORE

Planning & Development
225 4th Street North
Fargo, ND 58102
Office: 701.241.1474 | Fax: 701.241.1526
Email: planning@FargoND.gov
www.FargoND.gov

(16)

MEMORANDUM

TO: **Fargo City Commission**

FROM: **Mark Williams, Assistant Director of Planning & Development**
Maggie Squyer, Assistant Planner

DATE: **November 25, 2020**

SUBJECT: **15-Minute Parking Zones for Takeout Orders**

Staff is seeking approval of the proposed resolution to temporarily waive requirements in Article 8-1006 of the Municipal Code to allow for 15-minute parking zones for takeout orders for restaurants located in the Central Business District. This request comes from Downtown business owners with the intent to improve access to restaurants during the Coronavirus pandemic by making to-go order pickup easy and accessible.

If approved, restaurant owners would have the option to contact the Engineering Department to establish a designated 15-minute parking zone outside of their business entrance to be used for takeout orders.

Similar to moratoriums approved in the wake of the pandemic, staff proposes the request should take effect immediately upon approval and should extend until 11:59 p.m. on the 31st day of March, 2021, unless it is otherwise terminated or extended by resolution or motion of the Board of City Commissioners of the City of Fargo.

Recommendation: Accept the findings and recommendations of the Planning Department and approve the resolution to temporarily waive the requirements in Article 8-1006 of the Municipal Code to allow for 15-minute Parking Zones for takeout orders for restaurants located in the Central Business District.

Commissioner _____ moved for the approval of the following RESOLUTION

RESOLUTION ESTABLISHING A

MORATORIUM PERTAINING TO THE TIME-LIMITED PARKING ZONES

WHEREAS, The Mayor has declared a state of emergency as a result of the COVID-19 pandemic, by order and proclamation of March 16, 2020; and

WHEREAS, On April 6, 2020, the Board of City Commissioners approved an extension of the Emergency Declaration regarding the COVID-19 Pandemic Emergency in accordance with Fargo Municipal Code §10-0318 "until such time as the emergency conditions no longer exist or is otherwise terminated by the Board of City Commissioners of the City of Fargo"; and

WHEREAS, On November 13, 2020, Governor Doug Burgum entered Executive Order 2020-43 in response to a sharp increase in the numbers of infections due to the COVID-19 virus, limiting the occupancy loads of certain facilities as stated therein, and constricting the hours of in-person dining and service to between 4:00 a.m. and 10:00 p.m., with no limitation on take-out, curbside and delivery service hours; and

WHEREAS, On November 13, 2020, as amended and restated on November 16, 2020, the Mayor entered an Emergency Executive Order Relating to the Establishment of Occupancy Limits, similarly limiting the occupancy of certain facilities; and

WHEREAS, North Dakota cities are authorized to enact or adopt all such ordinances, resolutions, and regulations, not repugnant to the constitution and laws of this state, as may be proper and necessary to carry into effect the powers granted to such [cities] . . . as the general welfare of the municipality may require . . ."; and

WHEREAS, It is hereby found and declared that the health, safety and welfare of the City and its occupants will be benefited by revising the time-limited parking zones to accommodate business needs in the Central Business District that fosters appropriate social distancing for the curbing of the COVID-19 pandemic; and

NOW, THEREFORE, BE IT HEREBY RESOLVED:

1. **MORATORIUM ESTABLISHED**. A moratorium is hereby established as to the enforcement within the jurisdictional limits of the City of Fargo of Section 8-1006 of the Fargo Municipal Code, as follows:

   The provisions of Article 8-10, section 8-1006 relating to the establishment of limited parking zones is suspended, authorizing the Engineering Department of the City of Fargo to establish 15-minute parking zones in the Central Business District for pick up and take out order for establishments located therein.

2. **Mayor Authorized to Implement by Further Order or Orders**. The Mayor of the City is hereby authorized to promulgate and issue one or more executive orders as may be necessary to implement and clarify the terms of this moratorium, under the authority of F.M.C. §10-0318 and hereof, which

executive orders may be further ratified or amended by the Board of City Commissioners as may be necessary or appropriate.

3. **Effect of Moratorium – Limitation of Enforcement.** This moratorium as to the enforcement of certain regulations or ordinances of the City shall be serve to instruct, order and limit the police officers and prosecutors of the City or any other law enforcement officers or agents to refrain from enforcing City Ordinances contrary to the terms hereof and to refrain from charging or citing persons, firms or other entities accordingly and, furthermore, said instruction, order and limitation in enforcement shall survive the termination of this moratorium, whether such termination occurs by lapse of time or by affirmative act.

4. **Effective Date and Term.** This amended moratorium shall take effect immediately upon the adoption hereof [the "Effective Date"] and shall extend until 11:59 p.m. on the 31st day of March, 2021, unless it is otherwise terminated or extended by resolution or motion of the Board of City Commissioners of the City of Fargo.

Said motion was seconded by Commissioner _____ and, upon call of the roll Commissioners _____ voted "aye", Commissioners _____ voted "nay" and with Commissioners _____ being absent the Resolution was declared as approved and enacted.

RESOLUTION ESTABLISHING A MORATORIUM PERTAINING TO THE TIME-LIMITED PARKING ZONES approved the ____ day of November, 2020.

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

Attest:

_____
Steven Sprague, City Auditor

(17)

Fargo Police Department

Office of the Chief

Memo

To: Kember Anderson

From: Chief David B. Zibolski 108

Date: 11/23/20

RE: **City Commission Agenda Item**

Kember,

For the November 30, 2020 City Commission Meeting agenda I would like to request approval to expend $32,000 from the Department's Asset Forfeiture account for the following:

1. Replace hard plastic backseats for 20 Department squads
2. Purchase and installation of kill switches for all Department patrol vehicles

Please contact if you need any additional information.

David B. Zibolski
Chief of Police

Code 4 Services, Inc.
37882 County Highway 3
Pelican Rapids, MN 56572

CODE 4 SERVICES

Estimate

Date 11/9/2020
Estimate # 4331

Name / Address
City of Fargo Attn: Mike Baukol 402 23rd St. N. Fargo, ND 58102

P.O. #
Terms Net 30 Other

Item	Description	Qty	Rate	Total
	Sale and installation of Pro-Gard Safe-Stop System (Per Unit)			
PRO SS0002	SafeStop Module 2013 - Current Ford Utility Interceptor and F-Series (FORD UTILITY)	45	147.63	6,643.35
PRO SS0008	Safe-Stop Ignition Over-ride , 2015-Current Tahoe (2017 X2 AND 2019 TAHOE)	3	147.63	442.89
PRO SS0002	SafeStop Module 2013 - Current Ford Utility Interceptor and F-Series (2015 & 2016 & 2018 EXPEDITION)	3	147.63	442.89
C4S FREIGHT	Freight	1	147.32	147.32
C4S LABOR	Labor	102	85.00	8,670.00
C4S SUPPLIES	Miscellaneous supply charge	102	8.50	867.00

Subtotal	$17,213.45
Sales Tax (7.375%)	$0.00
Total	$17,213.45

Code 4 Services, Inc.
www.code4services.com

C4

Code 4 Services, Inc.
37882 County Highway 3
Pelican Rapids, MN 56572

CODE 4 SERVICES

Estimate

Date 11/18/2020
Estimate # 4346

Name / Address
City of Fargo Attn: Mike Baukol 402 23rd St. N. Fargo, ND 58102

P.O. #
Terms Net 30 Other

Item	Description	Qty	Rate	Total
PRO MISC	3S47UINT13 - Seat only for 2012-2019 Ford Utility	36	430.85	15,510.60
PRO MISC	3S5715 - Seat only for 2015-2019 Tahoe	2	430.85	861.70
C4S FREIGHT	Freight	1	554.30	554.30

Subtotal	$16,926.60
Sales Tax (7.375%)	$0.00
Total	$16,926.60

Code 4 Services, Inc.
www.code4services.com

C4

Application for Appropriation from Civil Asset Forfeiture Fund

Applicant

Chief David B. Zibolski
Fargo Police Department, 105 25th St. N., Fargo ND, 58102
dzibolski@fargond.gov

Appropriation Requested:

$17,213.45 (51) Pro Gard Safe Stop systems

$16,926.60 (38) Pro Gard plastic rear squad car seats

Total requested funds: $ 34,140.05

Pro Gard Safe Stop systems

The procurement of the Pro Gard Safe Stop systems will allow an officer to quickly exit the patrol car without leaving the vehicle susceptible to theft while they are away. Onboard technology requires the patrol car to remain running to avoid delay in response.

Pro Gard plastic rear squad car seats

Since the start of the Covid-19 pandemic members of the Fargo Police department have been using a cleaning solution to clean the interiors of our squad cars. Over time it appears the cleaning solution has caused a deterioration in the plastic that is used to manufacture the plastic rear seats of our squad cars. We have experienced some cracking in the seats which can at times open small holes which allows the hiding of small items that may be considered contraband. These small cracks can also create small sharp edges which could cause minimal injury to the officer of a person in the rear of the squad.

Both of these requested items are a necessity to continue safe operations within the Fargo Police Department.

I, Chief David Zibolski, am in support of the above-stated request for appropriation from the Civil Asset Forfeiture Fund. City of Fargo procurement policies will be followed to for all expenditures. Written confirmation will be provided to the City of Fargo Finance Office when the funds are expended.

David B. Zibolski, Chief of Police

11-24-20
Date

CITY OF Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

(18)

November 30th, 2020

The Honorable Board of City Commissioners
City of Fargo
225 Fourth Street North
Fargo, North Dakota 58102

RE: Public Transportation Agency Safety Plan

Commissioners,

On July 19th, 2018, the Federal Transit Administration published the Public Transportation Agency Safety Plan regulation. This regulation implements a risk-based safety management system approach and requires recipients of Urbanized Area Formula Program funds to establish and certify an Agency Safety Plan no later than December 31st, 2020.

We have developed an Agency Safety Plan in accordance with the regulation by implementing a safety program aimed at risk identification, risk assessment, risk prioritization and risk mitigation. The Agency Safety Plan uses performance metrics of injury, fatalities, safety event, system reliability and safety culture to measure the effectiveness and performance of the safety plan. Non-punitive safety reporting and the involvement of all levels of staff on our safety committee will ensure a culture of safety is established within our agency.

Our Agency Safety Plan has been reviewed and recommended by the MATBUS Coordinating Board.

RECOMMENDED MOTION: I/we move to approve the attached Public Transportation Agency Safety Plan.

Respectfully Submitted,

Jordan Smith

Jordan Smith
Transit Fleet and Facilities Manager

PUBLIC TRANSPORTATION AGENCY SAFTEY PLAN (PTASP)

FOR THE CITIES OF
FARGO, ND
MOORHEAD, MN

Prepared by: Jordan Smith

METRO TRANSIT GARAGE, 650 23rd St. N. Fargo, ND 58102

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TRANSIT AGENCY INFORMATION

Transit Agency Name	City of Fargo / City of Moorhead (jointly operating as MATBUS)
Transit Agency Address	Metro Transit Garage, 650 23rd St N Fargo, ND 58102
Name and Title of Accountable Executive	Julie Bommelman, Fargo Transit Director / Dan Mahli, Moorhead Acting City Manager
Name of Chief Safety Officer(s) or SMS Executives	Jordan Smith, Fargo Fleet and Facilities Manager / Lori Van Beek, Moorhead Transit Manager
Mode(s) of Service Covered by This Plan	Fixed Route; Paratransit
List of All FTA Funding Types	5307, 5310, 5339
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	Modes: Fixed Route and Paratransit. The Cities of Fargo, ND and Moorhead, MN use contracted labor to operate the revenue vehicles for both modes.
Does the agency provide transit service on behalf of another transit agency?	The City of Fargo and City of Moorhead have a Joint Powers Agreement (JPA) for the operation of public transit in the metropolitan area. Under that agreement, the City of Fargo provides staff for building maintenance, vehicle maintenance, Fixed Route dispatch, mobility management, and Paratransit Reservationists, with the City of Moorhead paying a portion based on cost-sharing formulas in the JPA. The City of Fargo and the City of Moorhead jointly own the Metro Transit Garage where vehicles are stored, fueled and maintained and where administrative offices are located for City and contract staff. Fargo and Moorhead together select a contracted operator, but have separate contracts with the operator. Fixed Route vehicles are owned by the individual cities. Paratransit vehicles are owned by the individual cities; however, Moorhead leases their vehicles to Fargo for operation of the metro Paratransit system. The City of Fargo owns and operates the Ground Transportation Center (GTC) which acts as the main transfer facility for several routes from Fargo and Moorhead; there are also staff members located at the GTC. Moorhead cost shares in the GTC Operations.

ORGANIZATION STRUCTURE AND SYSTEM SAFETY RESPONSIBILITIES

CITY OF FARGO Accountable Executive Julie Bommelman CITY OF MOORHEAD Accountable Executive Dan Mahli	The Transit Director serves as the City of Fargo Transit Accountable Executive and the City Manager serves as the City of Moorhead Accountable Executive with the following authorities, accountabilities and responsibilities under this plan: • Controls and directs human and capital resources needed to develop and maintain the PTASP and SMS. • Designates an adequately trained Chief Safety Officer who is a direct report.

	• Ensures that City of Fargo SMS is effectively implemented. • Ensures action is taken to address substandard performance in SMS. • Assumes ultimate responsibility for carrying out City of Fargo and City of Moorhead PTASP and SMS. • Maintains responsibility for carrying out the agency's Transit Asset Management Plan.
CITY OF FARGO Chief Safety Officer Jordan Smith CITY OF MOORHEAD Chief Safety Officer Lori Van Beek	The Fargo Accountable Executive designates the Fleet and Facilities Manager as the Chief Safety Officer. The Moorhead Accountable Executive designates the Moorhead Transit Manager as the Chief Safety Officer. The Chief Safety Officer has the following authorities, accountabilities and responsibilities under this plan: • Develops the PTASP and SMS policies and procedures • Ensures and oversees day-to-day implementation and operation of the SMS. • Chairs the Safety Committee. - Coordinates the activities of the committee - Establishes and maintains the Safety Event Log to monitor and analyze trends in hazards, occurrences, incidents and accidents - Maintains and distributes minutes of committee meetings • Advises the Accountable Executive on SMS progress and status. • Identifies substandard performance in the SMS and develops action plans for approval by the Accountable Executive. • Ensures policies are consistent with safety objectives • Provides Safety Risk Management expertise and supports other personnel who conduct and oversee Safety Assurance activities.
Agency Leadership and Management	Agency Leadership and Management also have authorities and responsibilities for day-to-day SMS implementation and operation of the SMS under this plan. Agency Leadership and Management include: • Fargo Assistant Transit Director • Moorhead Transit Manager • Driver Services General Manager (Contracted) • Driver Services Operations Manager (Contracted) • Driver Services Safety Manager (Contracted) • Operations managers and supervisors Leadership and Management personnel have the following authorities, accountabilities and responsibilities: • Participate as members of the Safety Committee (operations managers and supervisors will be rotated through the Safety Committee on a two-year term and other positions are permanent members) • Complete training on SMS and PTASP elements. • Oversee day-to-day operations of the SMS in their departments. • Modify polices in their departments consistent with implementation of the SMS, as necessary • Provide subject matter expertise to support implementation of the SMS as requested by the Accountable Executive or the Chief Safety Officer, including SRM activities, investigation of safety events, development of safety risk mitigation, and monitoring of mitigation effectiveness.

Key Staff and Activities	City of Fargo and City of Moorhead Transit use the Safety Committee, as well as the monthly Drivers' Meeting and weekly Team Meeting, to support its SMS and safety programs: - **Safety Committee:** Any safety hazard reported will be jointly evaluated by the Safety Committee and the Chief Safety Officer during the Safety Committee Meeting. The Safety Committee is made up of the following members: - Fargo and Moorhead Chief Safety Officers (Permanent Members) - Assistant Transit Director (Permanent Member) - Driver Services General Manager (Permanent Member) - Driver Services Safety Manager (Permanent Member) - Driver Services Road Supervisor - City of Fargo Dispatcher (Two-Year Term) - City of Fargo Operations Supervisor (Permanent Member) - Maintenance Shop Supervisor (Two-Year Term) - Maintenance Shop Building Supervisor (Two-Year Term) - Bus Operator (Two-Year Term) Safety Committee will meet bimonthly to review issues and make recommendations to improve safety. - **Drivers' Meetings:** A permanent agenda item in all monthly Drivers' Meetings is dedicated to safety. Safety issues are discussed and documented. - **All Staff Team Meetings:** Hazard reports and mitigations will be shared, safety topics will be brought up for open discussion, further feedback solicited, and hazard self-reporting further encouraged. Information discussed in these meetings will be documented.

PLAN DEVELOPMENT, APPROVAL AND UPDATES

Name of Person Who Drafted This Plan	Jordan Smith, Fleet and Facilities Manager		
CITY OF FARGO Signature by the Accountable Executive	**Signature**	**Title**	**Date**
		Transit Director	
CITY OF FARGO Approval by Proper Authority	**Signature**	**Title**	**Date of Approval**
	Relevant Documentation (title and location)		
	Signature	**Title**	**Date**

CITY OF MOORHEAD Signature by the Accountable Executive		City Manager	
CITY OF MOORHEAD Approval by Proper Authority	**Signature**	**Title**	**Date of Approval**
		Mayor	
	Relevant Documentation (title and location)		
	(Insert City Council Resolution Number)		

ACTIVITY LOG

City of Fargo and City of Moorhead Transit Safety Plan

Date	Activity (Review/Update/Addendum/ Adoption/Distribution)	Authorizing Person (Signature)	Remarks

SAFETY POLICIES AND PROCEDURES

1.1 COMMITMENT TO SAFETY

We are committed to Safety Management as a systematic and comprehensive approach to identify safety hazards and risks associated with transit system operations and related maintenance activities. We have adopted a Safety Management System (SMS) framework as an explicit element of the agency's responsibility by establishing safety policy; identifying hazards and controlling risks; goal setting, planning and measuring performance. We have adopted SMS as means by which to foster agency-wide support for transit safety by establishing a culture where management is held accountable for safety and everyone in the organization takes an active role in securing transit safety.

To ensure transit safety and in order to comply with Federal Transit Administration (FTA) requirements, we have developed and adopted this Public Transit Agency Safety Plan (PTASP) to comply with FTA regulations established by section 5329(d) of the Moving Ahead for Progress in the 21st Century (MAP-21) Act.

The Fargo Transit Director, Moorhead City Manager, Metropolitan Council of Governments and City of Fargo Commission/City of Moorhead Council, in cooperation with the North Dakota Department of Transportation and Minnesota Department of Transportation, have reviewed the PTASP and assures that the content has met the requirements of Section 5329 (d) of MAP-21 through the establishment of a comprehensive Safety Management System (SMS) framework. Fundamental safety beliefs guiding our approach include:

- Safety is a core business value
- Safety excellence is a key component of our mission
- Safety is a source of our competitive advantage; our business will be strengthened by making safety excellence an integral part of all our public transportation activities; and
- Accidents and serious incidents are preventable; they are often preceded by precursors (events, behavior, and conditions) that can be identified, assessed and mitigated.

Basic elements of our safety approach include:

- Top Management Commitment to Safe Operations
- Responsibility and Accountability of all Employees
- Clearly Communicate Safety Goals
- Safety Assurance and Performance Measurement for Improvement

1.2 ANNUAL PTASP REVIEW AND UPDATE

Our Fargo-Moorhead management will review the PTASP annually, update the document as necessary and implement the changes within a timeframe that will allow the agency to timely submit the annual self-certification of compliance to the Federal Transit Administration (FTA). Annual self-certification will consist of the Fargo Transit Director and Moorhead City Manager signing and dating this document and submitting to FTA for review and approval. The annual review of the PTASP will be conducted by the agency as part of the PTASP review to be conducted no later than **June 30th** of each calendar year. Necessary updates outside the annual update window will be handled as PTASP addendums which will be incorporated in the body of the PTASP. Reviews of the PTASP by the local agency, any subsequent updates and addendums, adoption and distribution activities will be documented in the PTASP Document Activity Log.

1.3 SAFETY PROMOTION, CULTURE AND TRAINING

We believe safety promotion is critical to the success of SMS by ensuring that the entire organization fully understands and trusts the SMS policies, procedures and structure. It involves establishing a culture that recognizes safety as a core value, training employees in safety principles and allowing open communications of safety issues.

1.4 SAFETY CULTURE

Positive safety culture must be generated from the top-down. The actions, attitudes and decisions at the policy-making level must demonstrate a genuine commitment to safety. Safety must be recognized as the responsibility each employee with the ultimate responsibility for safety resting with the Fargo Transit Director and Moorhead City Manager. Employees must trust that they will have management support for decisions made in the interest of safety while recognizing that intentional breaches of safety will not be tolerated.

The primary goal of safety promotion is to develop a positive safety culture that allows SMS to succeed. A positive safety culture is defined as one which is:

- **An Informed Culture**
  - Employees understand the hazards and risks involved in their areas of operation
  - Employees are provided with the necessary knowledge, training and resources

    - Employees work continuously to identify and overcome threats to safety
- **A Just Culture**
    - Employees know and agree on what is acceptable and unacceptable behavior
    - Human errors must be understood but negligence and willful violations cannot be tolerated
- **A Reporting Culture**
    - Employees are encouraged to voice safety concerns and to share critical safety information without the threat of punitive action
    - When safety concerns are reported they are analyzed and appropriate action is taken
- **A Learning Culture**
    - Learning is valued as a lifetime process beyond basic skills training
    - Employees are encouraged to develop and apply their own skills and knowledge to enhance safety
    - Employees are updated on safety issues by management and safety reports are fed back to staff so that everyone learns the pertinent lessons

1.5 TRAINING

During the initial implementation of the SMS, specific training will be required for all employees, including contract staff, to explain the agency's safety culture and describe how SMS works. The Safety Officer is the resource person for providing a corporate perspective on our approach to safety management. Once the SMS is implemented, safety training needs will depend on the safety responsibilities of the individual staff members and the nature of tasks performed.

- **Level One Training**
    - **Initial Safety Training for All Staff**
        - Basic Principles of safety management including the integrated nature of SMS, risk management, safety culture, etc.
        - Corporate safety philosophy, safety goals and objectives, safety policy and safety standards
        - Importance of complying with the safety policy and SMS procedures, and the approach to disciplinary actions for different safety issues
        - Organizational structure, roles and responsibilities of staff in relation to safety
        - Current safety record, including areas of weakness
        - Reporting accidents, incidents and perceived hazards
        - Feedback and communication methods for the dissemination of safety information
        - Safety promotion and information dissemination

- **Level Two Training**
    - **Safety Training for Operations Personnel – In Addition to Level One Training**
        - Unique hazards facing operational personnel
        - Seasonal safety hazards and procedures
        - Procedures for hazard reporting
        - Procedures for reporting accidents and incidents
        - Emergency procedures

- **Level Three Training**
    - **Safety training program for all employees and contractors directly responsible for safety.**
        - Bus vehicle operators (Driver Training Performed by Driver Services Contractor)
        - Dispatchers
        - Maintenance technicians

- Managers and supervisors
- Leadership and Executive Management
- Chief Safety Officers

Resources will be dedicated to conduct a comprehensive safety training program, as well as training on SMS roles and responsibilities. The scope of the safety training, including annual refresher training, is appropriate to each employee's individual safety-related job responsibilities and their role in the SMS.

Operations safety-related skill training may include the following:

The following training is performed by the Driver Services Contractor. Reference Exhibit A

- New-hire bus vehicle operator classroom and hands-on skill training
- Bus operator refresher training
- Bus operator retraining (recertification or return to work)
- Classroom and on-the-job training for operations supervisors and managers
- Accident investigation training for operations supervisors and managers

Vehicle maintenance safety-related skill training includes the following:

The following training is performed by the City of Fargo

- Ongoing vehicle maintenance technician skill training
- Ongoing skill training for vehicle maintenance supervisors
- Accident investigation training for vehicle maintenance supervisors
- Ongoing hazardous material training for vehicle maintenance technicians and supervisors
- Training provided by vendors.

SAFETY RISK MANAGEMENT

2.1 HAZARD IDENTIFICATION

Establishing effective hazard identification programs is fundamental to safety management. Hazard identification can be reactive or proactive in nature. Occurrence reporting, incident investigation and trend monitoring are essentially reactive. Other hazard identification methods actively seek feedback by observing and analyzing day-to-day operations. Common hazard identification activities include:

- Safety assessments
- Trend monitoring
- Hazard and incident reporting
- Safety surveys
- Safety audits
- Evaluation of customer suggestions and complaints

The number of near-miss incidents, known as precursors, is significantly greater than the number of accidents for comparable types of events. The practice of reporting and learning from accident precursors is a valuable complement to other hazard identification practices. To be successful, hazard

identification must take place within a non-punitive and just safety culture. We will employ systematic safety improvements by discovering and learning of potential weaknesses in the system's safety. We will utilize the FTA's Resource Library to help identify potential sources of hazard information.

The Chief Safety Officer(s) or their designee is responsible for the risk assessment. The Chief Safety Officers may conduct further analyses of hazards and consequences to collect information and identify additional consequences and to inform which hazards should be prioritized for safety risk assessment.

Safety risks are recorded and tracked in SharePoint. This will allow for any recorded safety risks to be searched and reports to be generated when necessary.

2.1 NON-PUNITIVE REPORTING POLICY

We are committed to the safest transit operating standards possible. To achieve this, it is imperative that we have uninhibited reporting of all incidents and occurrences which may compromise the sage conduct of our operations. To this end, every employee is responsible for the communication of any information that may affect the integrity of transit safety. Such communication must be completely free of any form of reprisal.

We will not take disciplinary action against any employee who discloses an incident or occurrence involving transit safety. This policy shall not apply to information we receive from a source other than the employee, or which involves an illegal act, or deliberate or willful disregard of safety regulations or procedures.

The primary responsibility for transit safety rests with the Transit Operator and Safety Officers, however transit safety is everyone's concern.

Our method of collection, recording and disseminating information from transit safety reports, has been developed to protect the identity of any employee who provides transit safety information. We urge all staff to practice the SMS transit safety procedures outlined in the PTASP to help us become a leader in providing transit riders and employees with the highest level of transit safety.

2.2 RISK ASSESSMENT

Once hazards have been identified, we will conduct an assessment to determine their potential consequences. Factors to be considered are the likelihood of the occurrence, the severity of the consequences should there be an occurrence and the level of exposure to the hazard. We will assess risks subjectively be experiences personnel using a Risk Assessment Matrix (RAM). We will use the RAM to measure the level of safety risk in terms of severity and likelihood. This will allow us to combine the assessment of severity and likelihood to determine the overall risk rating of the potential consequence of the hazard.

Results of the risk assessment process will help determine whether the risk is being appropriately managed or controlled. If the risks are acceptable, the hazard will simply need monitoring. If the risks are unacceptable, steps will be taken to lower the risk to an acceptable or tolerable level, or to remove or avoid the hazard.

2.3 RISK MITIGATION

The assessment process may indicate that certain hazards have an acceptable level of risk, while others require mitigation to an acceptable or tolerable level. The level of risk can be lowered by reducing the severity of the potential consequences, by reducing the likelihood of occurrence and/or by reducing the expose to that risk. In general, we will take the following safety actions to mitigate risk. These actions can be categorized into three broad categories, including:

- **Physical Defense**

    - These include objects and technologies that are engineered to discourage, or warn against, or prevent inappropriate action or mitigate the consequences of events. (e.g. traffic control devices, fences, safety restraining systems)
- **Administrative Defenses**
    - These include procedures and practices that mitigate the likelihood of an accident or incident. (e.g. safety regulations, standard operating procedures, supervision inspection, training)
- **Behavioral Defenses**
    - These include behavioral interventions through education and public awareness campaigns aimed at reducing risky and reckless behavior of motorists, passengers and pedestrians; factors outside the control of our agency.

2.4 PRIORITIZE SAFETY RISKS

Once hazards have been identified and risk levels assessed, we will prioritize safety risks. A Prioritized Safety Risk Log will be used to organize the system safety risks. The Prioritized Safety Risk Log will identify the priority level for safety risks, a description of the risk, planned mitigation strategies to address the risk, the outcome of the planned mitigation strategies, responsible staff, timeline of the planned mitigation strategies and the status of the prioritized safety risk. We will update the Prioritized Safety Risk Log to ensure continual progress towards risk reduction.

2.5 SAFETY ASSURANCE

Safety Assurance provides the necessary feedback to ensure that the SMS is functioning and we are meeting or exceeding its safety objectives. Safety assurance requires a clear understanding of how safety performance will be evaluated and what metrics will be used to assess system safety and determine if the safety management system is working properly. Having decided on the metrics by which success will be measured; safety management requires embedding these metrics in the organizational culture and encouraging their use for ongoing performance improvement.

SAFETY PERFORMANCE MONITORING AND MEASUREMENT

3.1 MONITORING THE SYSTEM FOR COMPLIANCE WITH PROCEDURES FOR OPERATIONS AND MAINTENANCE

We have many processes in place to monitor our entire transit system for compliance with operations and maintenance procedures including:

- Safety audits,
- Informal inspections,
- Regular review of onboard camera footage to assess drivers and specific incidents,
- Safety surveys,
- Investigation of safety occurrences,
- Safety review prior to the launch or modification of any facet of service,
- Daily data gathering and monitoring of data related to the delivery of service, and
- Regular vehicle inspections and preventative maintenance.

Results from the above processes are compared against recent performance trends periodically by the Chief Safety Officers to determine where action needs to be taken. The Chief Safety Officers enter any identified non-compliant or ineffective activities, including mitigations, into the tracking system in SharePoint for reevaluation by the Safety Committee.

3.2 MONITORING OPERATIONS TO IDENTIFY ANY SAFETY RISK MITIGATIONS THAT MAY BE INEFFECTIVE, INAPPROPRIATE, OR WERE NOT IMPLEMENTED AS INTENDED

We monitor safety risk mitigations to determine if they have been implemented and are effective, appropriate, and working as intended. The Chief Safety Officers maintain a list of safety risk mitigations. The mechanism for monitoring safety risk mitigations varies depending on the mitigation

The Chief Safety Officers establish one or more mechanisms for monitoring safety risk mitigations as part of the mitigation implementation process and assigns monitoring activities to the appropriate director, manager, or supervisor. These monitoring mechanisms may include tracking a specific metric on daily, weekly, or monthly logs or reports; conducting job performance observations; or other activities. The Chief Safety Officer will endeavor to make use of existing processes and activities before assigning new information collection activities.

The Chief Safety Officers and Safety Committee review the performance of individual safety risk mitigations during periodic Safety Committee meetings, based on the reporting schedule determined for each mitigation, and determine if a specific safety risk mitigation is not implemented or performing as intended. If the mitigation is not implemented or performing as intended, the Safety Committee will propose a course of action to modify the mitigation or take other action to manage the safety risk. The Chief Safety Officers will approve or modify this proposed course of action and oversee its execution.

The Chief Safety Officers and Safety Committee also monitor operations on a large scale to identify mitigations that may be ineffective, inappropriate, or not implemented as intended by:

- Reviewing results from accident, incident, and occurrence investigations;
- Monitoring employee safety reporting;
- Reviewing results of internal safety audits and inspections; and
- Analyzing operational and safety data to identify emerging safety concerns. The Chief Safety Officers work with the Safety Committee and Accountable Executive to carry out and document all monitoring activities.

3.3 INVESTIGATIONS OF SAFETY EVENTS TO IDENTIFY CAUSAL FACTORS

We maintain documented procedures for conducting safety investigations of events (accidents, incidents, and occurrences, as defined by FTA) to find causal and contributing factors and review the existing mitigations in place at the time of the event. These procedures also reflect all traffic safety reporting and investigation requirements established by the state of North Dakota and Minnesota Department of Motor Vehicles.

The Chief Safety Officers maintain all documentation of investigation policies, processes, forms, checklists, activities, and results. An investigation report is prepared and sent to the Safety Committee for integration into their analysis of the event.

- The accident was preventable or non-preventable;
- Personnel require discipline or retraining;

- The causal factor(s) indicate(s) that a safety hazard contributed to or was present during the event; and

- The accident appears to involve underlying organizational causal factors beyond just individual employee behavior.

3.4 MONITORING INFORMATION REPORTED THROUGH THE INTERNAL SAFETY REPORTING PROGRAM

The Chief Safety Officers and Safety Committee routinely review safety data captured in employee safety reports, safety meeting minutes, customer complaints, and other safety communication channels. When necessary, the Chief Safety Officers and Safety Committee ensure that the concerns are investigated or analyzed through the Safety Risk Mitigation (SRM)process.

The Chief Safety Officers and Safety Committee also review internal and external reviews, including audits and assessments, with findings concerning safety performance, compliance with operations and maintenance procedures, or the effectiveness of safety risk mitigations.

3.5 SAFETY COMMUNICATION

The Chief Safety Officers coordinate the safety communication activities for the SMS. Activities focus on the three categories of communication activity established in 49 CFR Part 673 (Part 673):

- Communicating safety and safety performance information throughout the agency: Communicates information on safety and safety performance monthly during all regular Team Meetings and contractor Driver Safety Meetings. A permanent agenda item in all monthly Driver Safety Meetings dedicated to safety. Information typically conveyed during these meetings includes safety performance statistics, lessons learned from recent occurrences, upcoming events that may impact service or safety performance, and updates regarding SMS implementation. Information is requested from drivers during these meetings, which is recorded in meeting minutes. Finally, the Safety Officer posts safety bulletins and flyers on the bulletin boards located in all bus operator and maintenance technician break rooms, advertising safety messages and promoting awareness of safety issues.

- Communicating information on hazards and safety risks relevant to employees' roles and responsibilities throughout the agency: As part of new-hire training, safety policies and procedures are distributed to all employees. Training on these policies and procedures and discusses them during safety talks between supervisors and bus operators and vehicle technicians. For newly emerging issues or safety events at the agency, the Chief Safety Officers issue bulletins or messages to employees that are reinforced by supervisors in one-on-one or group discussions with employees.

- Informing employees of safety actions taken in response to reports submitted through the ESRP: Provides targeted communications to inform employees of safety actions taken in response to reports submitted through the ESRP, including handouts and flyers, safety talks, updates to bulletin boards, and one-on-one discussions between employees and supervisors, including contract operator employees and supervisors.

DEFINING SAFETY GOALS AND OBJECTIVES/OUTCOMES

Setting safety goals and objectives is part of strategic planning and establishing safety policy. Clearly defining safety goals is the first part in creating a safety performance measurement system. Safety goals are general descriptions of a desirable long-term impact. Whereas safety objectives or outcomes are more specific statements that define measurable results.

The safety objectives and outcomes will be measured by defining specific performance metrics, including baseline and targets that we will determine as reasonable.

4.1 DEFINING SAFETY PERFORMANCE MEASURES

We will utilize these basic principles of performance measurement:

- Stakeholder involvement and acceptance
- Focus on agency goals and activities
- Clarity and precision
- Credibility
- Forward-looking measures
- Integration into agency decision-making
- Timely reporting
- Realism of goals and targets

4.2 METRICS

Defining safety performance measures includes the use of safety related metrics. There are some general safety related metrics that can be used to measure transit safety performance. The following is a list of performance target areas and metrics that we will use. These targets will be evaluated over a fiscal year period with a baseline year of Fiscal Year 2021. (7/1/2020 – 6/30/2021)

Injuries	• Number of Injuries (Fixed Route) • Number of Injuries (On Demand) • Number of Injuries per 100,000 vehicle revenue miles (Fixed Route) • Number of Injuries per 100,000 vehicle revenue miles (On Demand) • Employee work days lost to injuries per specific time period
Fatalities	• Number of Fatalities (Fixed Route) • Number of Fatalities (On Demand) • Number of Fatalities per 100,000 vehicle revenue miles (Fixed Route) • Number of Fatalities per 100,000 vehicle revenue miles (On Demand) • Work-related fatalities per specific time period
Safety Events	• Total Number of Safety Events (Fixed Route) • Total Number of Safety Events (On Demand) • Number of Safety Events per 100,000 vehicle revenue miles (Fixed Route) • Number of Safety Events per 100,000 Vehicle revenue miles (On Demand)
System Reliability	• Mean distance between major mechanical failure (Fixed Route) • Mean distance between major mechanical failure (On Demand) • Percent of preventative maintenance inspections completed within 10% of scheduled mileage

Safety Culture	• Number of training hours for staff per specified time period • Results of employee survey • Percentage of staff participating in hazard reporting

4.3 TARGETS

Measuring safety performance metrics includes targets or goal we strive to accomplish. The following lists are the targets we will set for our agency. The Cities of Fargo, ND and Moorhead, MN will officially transmit its targets in writing to the States of North Dakota and Minnesota by July 15 of each year. Where are these numbers coming from?

Mode of Service	Injuries (Total)		Injuries (per 100k VRM)		Employee work days lost
	Fargo	Moorhead	Fargo	Moorhead	
Fixed Route Bus	3	1	.35	.17	10
On Demand/ADA Paratransit	2		1.64		

Mode of Service	Fatalities (Total)	Fatalities (per 100k VRM)	Work-related employee fatalities
Fixed Route Bus	0	0	0
On Demand/ADA Paratransit	0	0	0

Mode of Service	Safety Event (Total)	Safety Event (per 100k VRM)
Fixed Route Bus	70	8.09
On Demand/ADA Paratransit	50	40.92

Mean distance between major mechanical failures (Fixed Route)	Mean distance between major mechanical failures (On Demand)	Percentage of PM completed within 10% of scheduled mileage
9000	12000	90

Number of safety training hours for staff	Percentage of staff participating in hazard reporting
20hr/per staff member	10

Safety Performance Target Coordination		
The Accountable Executive shares our PTASP, including safety performance targets, with the ND DOT and MN DOT in our service area each year after its formal adoption by the City of Fargo Commission and the City of Moorhead City Council. Personnel are available to coordinate with ND DOT and MN DOT and the MPO in the selection of ND DOT and MN DOT and MPO safety performance targets upon request.		
Targets Transmitted to the State	**ND DOT**	**Date Targets Transmitted**

Targets Transmitted to the State	**MN DOT**	**Date Targets Transmitted**

4.4 INTEGRATING RESULTS INTO AGENCY DECISION-MAKING PROCESS

We are committed to using the data collected and information learned to inform decision making and instill positive change. The main objective is the continuous improvement of transit system safety. When performance goals are not met, we will to identify why such goals were not met and what actions can be taken to minimize the gap in achieving defined goals. However, when goals are easily achieved, action will be taken to exceed expectations and re-establish a reasonable baseline.

Uses of Performance Results include:

- Focus attention on performance gaps and trigger in-depth investigations of what performance problems exists
- Help make informed resource allocation decisions
- Identify needs for staff training or technical assistance
- Help motivate employees to continue making program improvements
- Support strategic planning efforts by providing baseline information for tracking purposes
- Identify best practices though benchmarking
- Respond to elected officials and the public's demand for accountability

4.5 SUSTAINING A SAFETY MANAGEMENT SYSTEM

In order to sustain a safety management system, we will ensure that particular processes are employed to instill an organizational foundation. Examples of actions taken to sustain SMS include:

- **Create measurement-friendly culture**
  - All staff, including management, should be actively engaged in creating measurement-friendly culture by promoting performance measurement as a means of continuous improvement. Management will also lead by example and utilize performance metrics in decision making processes
- **Build organization capacity**
  - Investment in developing skilled human resources capacity is essential to sustaining an SMS. Both technical and managerial skills will be needed for data collection and analysis, and goal setting. We are committed to providing the financial resources required for organizational capacity and maintaining an SMS on a continuous basis.
- **Reliability and transparency of performance results**
  - The SMS will be able to produce and report results, both good and bad. Performance information should be transparent and made available to all stakeholder. Messengers should be protected to preserve the integrity of the measurement system. The focus should be on opportunities for improvement rather than allocating blame.
- **Demonstrate continuous commitment to measurement**
  - Visible commitment to using metrics is a long-term initiative. We will demonstrate a commitment to performance measurement by establishing a formal process of reporting performance results, such as including Transit Safety and Performance measurement as a standing agenda item at Transit Board, City Commission and City Council meetings.

SUPPORTING DOCUMENTATION

We will maintain documentation related to the implementation of its SMS; the programs, policies, and procedures used to carry out this PTASP; and the results from its SMS processes and activities for three years after creation. Documentation will be maintained in SharePoint and will be available to the FTA or other Federal or oversight entity upon request.

Additional documentation used to create the PTASP includes the MATBUS Operating Policies and Procedures what document is this?, PTASP Potential Sources of Hazard Information for Bus Transit Operations, PTASP Technical Assistance Center

5.1 DEFINITIONS OF TERMS USED IN THE SAFETY PLAN

We incorporate all of FTA's definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation.

- Accident means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; an evacuation for life safety reasons..

- Accountable Executive means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.

- Equivalent Authority means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

- Event means any Accident, Incident, or Occurrence.

- Hazard means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

- Incident means an event that involves any of the following: a personal injury that is not a serious injury; one or more injuries requiring medical transport; or damage to facilities, equipment, rolling stock, or infrastructure that disrupts the operations of a transit agency.

- Investigation means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.

• National Public Transportation Safety Plan means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.

• Occurrence means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.

• Operator of a public transportation system means a provider of public transportation as defined under 49 U.S.C. 5302.

• Performance measure means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.

• Performance target means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.

• Public Transportation Agency Safety Plan (PTASP or Agency Safety Plan) means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.

• Risk means the composite of predicted severity and likelihood of the potential effect of a hazard.

• Risk mitigation means a method or methods to eliminate or reduce the effects of hazards.

• Safety Assurance means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.

• Safety Management Policy means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.

• Safety Management System (SMS) means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.

• Safety performance target means a performance target related to safety management activities.

• Safety Promotion means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.

• Safety risk Assessment means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.

• Safety Risk Management (SRM) means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

• Serious injury means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second- or third-degree burns, or any burns affecting more than 5 percent of the body surface.

• Transit agency means an operator of a public transportation system.

• Transit Asset Management Plan (TAMP) means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625

5.2 COMMONLY USED ACRONYMS

Acronym	Word or Phrase
ADA	American's with Disabilities Act of 1990
ASP	Agency Safety Plan (also referred to as a PTASP in part 673)
CFR	Code of Federal Regulations
ESRP	Employee Safety Reporting Program
FTA	Federal Transit Administration
MATBUS	Fargo-Moorhead Metropolitan Area Transit Public Bus System
MNDOT	Minnesota Department of Transportation
MPO	Metropolitan Planning Organization
NDDOT	North Dakota Department of Transportation
Part 673	49 CFR Part 673 (Public Transportation Agency Safety Plan)
PTASP	Public Transportation Agency Safety Plan
RAM	Risk Assessment Matrix
SMS	Safety Management System
SRM	Safety Risk Management
TAMP	Transit Asset Management Plan
U.S.C.	United States Code

VRM	Vehicle Revenue Miles

Exhibit A

First Transit Agency Safety Plan

1. Transit Agency Information

Transit Agency Name	First Transit		
Transit Agency Address	600 Vine Street, Ste. 1400 Cincinnati, Ohio, U.S. 45202		
Name and Title of Accountable Executive	David Perez, Vice President of Safety – First Transit		
Name of Chief Safety Officer or SMS Executive	Paul Meredith, Senior Director of Safety		
Mode(s) of Service Covered by This Plan	Transit Bus	**List All FTA Funding Types (e.g., 5307, 5310, 5311)**	
Mode(s) of Service Provided by the Transit Agency (Directly operated or contracted service)	First Transit is a business unit of First Group America, the U.S. based North American Operating Unit of FirstGroup plc (First Group), a United Kingdom-based passenger transportation company. First Group is the U.K.'s largest bus operator, with a fleet of more than 9,000 vehicles, and also one of the U.K.'s leading train operators. First Transit services the U.S. transportation industry through two unique service approaches: Transit Contracting, and Transit Management. With these two service approaches, First Transit has participated on assignments of all types, sizes and scopes throughout the world. **Transit Contracting** provides the design, implementation and operation of flexible, cost-effective transportation systems throughout the United States. Transit Contracting provides a turnkey or tailored service approach that supplies all or most components of operations including equipment, facilities, staffing, management and so forth. Such operational experience encompasses dial-a-ride, shared-ride taxi, services for the elderly and persons with disablies, airport shuttle, commuter express, and fixed route service. **Transit Management Services** provides resident teams to manage public transit systems in various locations throughout the United States. Our approach to excellence combined with our teams' experience has yielded unmatched operating results and awards in the industry. First Transit offers a unique six-part approach to our **Safety Management System (SMS)** • Location Management Team (General Manager, Safety Manager) • Region Staff (Region Safety Manager, Region Safety Director, Region Maintenance Director & Region Vice President)		

	• Senior Director of Safety • Vice President of Safety • Vice President of Maintenance • President A **Resident Management Team** is assigned to each location consisting of, in part, a Location General Manager (LGM) and a Location Safety Manager (LSM). • The LGM participates fully with the client to ensure the operation is running effectively and acts as mediator when safety related problems arise. The LGM is also responsible for ensuring implementation of the National Safety Program. • The LSM routinely is in contact with the operation and is responsible for ensuring their locations have the current safety programs in place; auditing local safety efforts; reviewing all accident and injury claims; reviewing performance statistics; and coordinating corporate assets to address specific deficiencies found on the local level. Our **Region Staff** consists of a Region Safety Manager, Region Safety Director, Region Maintenance Director, Region Director of Operations, Region Vice Presidents. • The Region Maintenance Director, The Region Direcotor of Operations and Region Vice Presidents are responsible for the oversight of all First Transit locations within the region. They provide direction and assistance to location managers, including P&L, budgets, and personnel. • The Region Safety Manager and Region Safety Director ensures management services are provided according to local governing board policies, as well as maintaining quality and client satisfaction, and their locations have the current safety programs in place. The **Vice President of Safety** provides oversight for each individual region of First Transit. This person works with each Region Safety Manager and Region Director of Safety to ensure First Transit is in compliance with all FTA and DOT regulations. The **Vice President of Maintenance** provides technical assistance, training, and "best practices" information to all of First Transit's managed systems. The **President of First Transit** works closely with the Vice President of Safety - First Transit and Vice President of Maintenance. All safety processes are reviewed and approved before any decision regarding safety is approved.			
Does the agency provide transit services on behalf of another transit agency or entity?	Yes X	No	**Description of Arrangement(s)**	FGA operates 335 contracts throughout North America to provide fixed-route and paratransit public bus service for state transportation departments and administrations; transit agencies; and universities.

Name and Address of Transit Agency(ies) or Entity(ies) for Which Service Is Provided	MATBUS, 650 23rd Street North, Fargo, ND 58102 City of Fargo, ND and the City of Moorhead, MN

2. Plan Development, Approval, and Updates

Name of Entity That Drafted This Plan *(Location Code)*	First Transit: *(Place Location Code here)* 55828 - MATBUS, Fargo, ND	
Signature by the Accountable Executive *(Location General Manager)*	**Signature of Accountable Executive**	**Date of Signature**
	(Location General Manager Signature Here)	
Approval by the Board of Directors or an Equivalent Authority *(Local Contract Authority)*	**Name of Individual/Entity That Approved This Plan**	**Date of Approval**
	Relevant Documentation (title and location)	
	None	
Certification of Compliance	**Name of Individual/Entity That Certified This Plan**	**Date of Certification**
	(Client Approver)	
	Relevant Documentation (title and location)	
	(First Transit Safety Plan and other Client Documentation)	

Version Number and Updates			
Record the complete history of successive versions of this plan.			
Version Number	**Section/Pages Affected**	**Reason for Change**	**Date Issued**
Original	All pages are original version	First Official version of Safety Plan	May 2019

Annual Review and Update of the Public Transportation Agency Safety Plan
Describe the process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.
At First Transit, review of safety practices is an ongoing process, not one limited to scheduled reviews. As policies/procedures and training techniques change throughout the year they are updated and communicated throughout the organization. All changes are reviewed and approved by the Senior Director of Safety and the Vice President of Safety – First Transit. Prior to the beginning of each fiscal year, First Transit's Safety Plan is reviewed by Executive management and revised based on the safety data collected and analyzed, and changes to policies and procedures made throughout the year. The revised plan is then disseminated to all First Transit locations for implementation.

3. Safety Performance Targets

Safety Performance Targets							
Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.							
Mode of Transit Service	**Fatalities**	**Injuries**	**Safety Events**	**System Reliability**	**Other** *(Client Required, if any)*	**Other** *(Client Required, if any)*	**Other** *(Client Required, if any)*
Fixed-Route	None	Less than 5 Per Year	Less than 5 Per Month	90% OTP			
Demand Response	None	Less than 3 Per Year	Less than 2 Per Month	95% OTP			

Safety Performance Target Coordination *Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.*		
N/A		
Targets Transmitted to the State	**State Entity Name**	**Date Targets Transmitted**
	N/A	N/A
Targets Transmitted to the Metropolitan Planning Organization(s)	**Metropolitan Planning Organization Name**	**Date Targets Transmitted**
	N/A	N/A
	N/A	N/A

4. Safety Management Policy

Safety Management Policy Statement

Include the written statement of safety management policy, incorporating safety objectives.

At First Transit, safety is more than a policy statement. Management believes that working safely promotes quality, productivity, and profitability. Prevention of collisions and personal injuries is of critical importance to everyone. Management is committed to providing a safe workplace, the proper training, protective equipment, and a work environment conducive to safe practices and policies.

All employees are required to perform their duties safely and with concern for the safety of our passengers, other employees and the public. **First Transit will not perform any service, nor transport or use a product, unless it can be done safely.**

First Transit employs a company-wide safety concept, **"BeSafe"**. The main purpose of BeSafe is to reduce collisions and injuries by increasing the communications between employees and managers about safety related issues. As part of this process, employees of all levels are encouraged to initiate reports of any near miss, route and security hazards, or any unsafe condition. When a report about a safety or security concern is filed, it is investigated, which includes follow-up with the reporting employee regarding the resolution of the report.

First Transit will not retaliate against nor impose any other form of retribution on any employee because of his or her good faith reporting of a safety issue/concern, another person's suspected violation of Company policies or guidelines, or any alleged violations of federal, state or local laws.

To ensure that each employee understands and performs their job functions in the BeSafe manner, the **BeSafe Handbook**, is issued to each employee and sized to fit in the safety lanyard or vest, which each employee must wear while on duty.

The **BeSafe Principles** provide the basic truths and fundamentals about working safely in our workplace and on our vehicles. All First Transit employees are expected to adopt these principles and put them into practice. Together a safe work environment is created, free from injury to each other and our passengers.

The motto for the BeSafe Principles is: **"Think Safe, Act Safe, BeSafe."** This motto is each employee's instruction to work safely at all times.

If an employee feels they cannot perform a task safely, they don't perform the task. The employee has been trained and encouraged to stop work and immediately advise management of issues preventing them from working safely and what would be required to perform the task safely.

The BeSafe Principles include:

- **Prevent injury to myself and others.**
  - Be aware of any hazardous condition or practice that may cause injury to people, damage to property, or the environment.
  - Use the BeSafe Handbook to record and report.
- **Perform all necessary safety checks and risk assessments of the work area and job to be performed before any work begins.**
  - Speak to management **before** work is started if unsure of the required safety and risk assessments.
- **Follow all safety procedures, signs and instructions.**
  - If these are not understood, speak to management before work begins.
- **Keep work area clean and tidy at all times.**
  - Untidy areas could cause injury to the employee or their colleagues and waste time and energy.
- **Wear protective clothing and equipment (PPE) as required.**
  - Keep PPE in good working order, wear it correctly and ask for a replacement if it becomes damaged or unfit for use.
- **Use only the correct tools and equipment authorized and trained to use for the job.**
  - Check that they are in good condition before use and use them safely.
- **Only adjust and repair any piece of work equipment trained on and authorized to do so.**
  - Never modify any equipment that changes the designed use of the equipment or alters a safety feature.
- **Assess any load and capability to move it before lifting.**
  - Get help with any heavy or awkward items and follow the correct lifting techniques.
- **Report all injuries, incidents and near misses to management.**
  - Seek help immediately and first aid (if necessary).
- **Tell management of any suggestions to prevent injuries in the workplace**
  - Note suggestions made and discuss with management.

The official policy that reflects First Transit's commitment to safety is included as **Appendix A.**

Safety Management Policy Communication

Describe how the safety management policy is communicated throughout the agency's organization. Include dates where applicable.

Communication of Local Safety Concerns

The Location Safety Manager is at the center of the local safety communication process and is responsible for compiling safety reports to include the following:

- Accident and injury data for previous month
- Security incident data
- Safety and security audit data and recommendations
- Safety Solutions Team (SST) meeting minutes
- BeSafe near miss and hazard reporting

This person reports directly to the Location General Manager (LGM) and routinely meets formally with the LGM, one-on-one, to provide updates on safety issues, safety priorities, and hazard management. The Location Safety Manager (LSM) also meets informally with the LGM to provide updates on safety issues on an as-needed basis.

The Location Safety Manager also participates in the Safety Solutions Team (SST) meetings to discuss safety priorities, safety issues, and hazard management, and to communicate safety-related information across all departments.

- The LSM and the LGM have the authority to correct or suspend work for conditions determined to be unsafe, or pose a hazard to customers, employees, contractor employees, the general public, or endangers the safe passage of vehicles, until the unsafe condition or hazard can be mitigated or corrected.

The Region Safety Managers also conduct regular internal reviews of local operations. They are to ensure that each location is audited at least every two to three years, with high risk locations audited annually for compliance using the risk-based **Location Safety Review.**

Location Safety Review	
Category	**Description**
Scope of Safety Reviews	First Transit locations are selected based upon risk-based criterion. Individual locations receive a review every 2-3 years
Risk-Based Selection Criterion	Locations selected based on declining 3-year reviews; sites with new location managers; high collision/injury Accident Frequency Rate (AFR); prior year failing score

Review Format	More narrow and focused audit template which includes a balance of compliance assurance as well as location-specific risks and safety performance.
Findings and Follow-Up	Action plans are developed in conjunction with location staff and use a red/yellow/blue/green method to prioritize. All action items are entered, and incomplete action items are tracked within the **Safety Toolbox**.
Escalation Process	Items requiring escalation to Senior Director of Safety/Vice President of Safety – First Transit remain intact. Through the use of Safety Toolbox, unresolved actions are designed to escalate to the Location General Manager/Region Safety Manager.
Visibility	Review results and action items are routinely shared with the Location General Manager/Region Safety Manager/Executive Management. This is augmented by the escalation process for unresolved action items as noted above.

Corporate Communication of Safety Concerns

Executive Safety Meetings are routinely held where each department discusses their concerns and progress in the area of safety and safety related concerns. Recommendations are considered, and necessary changes implemented. All complaints by departments are addressed immediately.

Minutes from the Executive Safety meeting are distributed to and posted at each location. Action items are addressed at the following meeting.

Executive safety meetings are conducted in the following formats.

First Group Executive Safety Committee (ESC)

- Consists of President, COO, and Safety Vice President of each operating group

- Discussions include safety performance, trend analysis, program oversight

First Group Safety Council

- Consists of Vice Presidents of Safety for all operating divisions
- Discussions include safety performance, trend analysis, and safety oversight

First Group America Safety Council

- Consists of Safety Senior Directors and Safety Vice Presidents
- Discussions include safety performance, trend analysis, best practices, and program oversight

Performance Review Management (PRM)

- Consists of Senior Region Vice Presidents, Region Vice Presidents, Region Directors of Operations, Region Director of Maintenance, Region Directors of Safety and Region Safety Managers
- Discussions include regions safety performance

Safety Advisory Committee

- Consists of a sampling of Location General Managers, Region Directors of Operations, Region Safety Directors and Region and Local Safety Managers
- Discussions include review of policy and procedures, training, and safety awareness

Authorities, Accountabilities, and Responsibilities *Describe the authorities, accountabilities, and responsibilities of the following individuals for the development and management of the transit agency's Safety Management System (SMS).*	
Accountable Executive	*(Location General Manager)* Edward J. Pearl for First Transit Only City of Fargo, ND - Ms. Julie Bommelman / City of Moorhead, MN - Mr. Dan Mahli
Chief Safety Officer or SMS Executive	Paul Meredith, Senior Director of Safety MATBUS Safety Officer - Mr. Jordan Smith
Agency Leadership and Executive Management	*(Local Transit Operation Management)* Julie Sellner for First Transit Only Fargo, ND City Commission and the Moorhead, MN City Council
Key Staff	Vice President of Safety – First Transit > David Perez Senior Director of Safety Region Safety Director – East Region Region Safety Manager – East Region Region Safety Director – Central Region > Clint Wellard Region Safety Manager – Central Region > Casey Hitchcock Region Safety Director – West Region Region Safety Manager – West Region ***(Location Safety Managers)***

Additional Accountability ***(Local Staff Responsibility)***	To ensure safety responsibility and accountability throughout the organization from local operations to corporate management, First Transit uses the following **Safety Responsibility and Task Matrix**. Responsibilities are assigned at the local level. The responsibilities and tasks are assigned to Maintenance, Operations, or Human Resources and the responsible person for each is identified for each First Transit location. This process ensures that the pertinent safety items are covered, and that each person knows his or her areas of responsibility.

Safety Responsibility and Task Matrix

Responsibilities and Tasks	OPS	MNT	HR	OTHER	Responsible Personnel
Establish annual safety objectives for submission to the GM at the beginning of each fiscal year	X				Safety Mgr.
Submit a report on the safety performance at the end of each fiscal period	X				Safety Mgr.
Submit the following: period operations and safety data; accident and incident reports; and site safety review results	X				Safety Mgr.
The LGM or their designee has the authority to direct that work or conditions have been determined to be unsafe or pose a hazard to customers, employees, contractor employees, the general public, or endangers the safe passage of buses be suspended or restricted until the unsafe condition or hazard can be mitigated or corrected	X				General Manager
Management of system safety, occupational health					

		and safety, accident and incident investigation, environmental protection and monitoring the implementation of the Safety Management System (SMS) Program Plan	X				Safety Mgr.	
		Review of all safety aspects of departmental procedures including: First Transit policies/instructions; Standard Operating Procedures; HR policies; safety and health policies	X				General Manager	
		SMS Review and Modification	X				Safety Mgr.	
		Safety Solutions Team Meetings	X				Safety Mgr.	
		Daily Safety & Health Walkthrough	X				Safety Mgr.	
		Safety related reports to external agencies				Client		
		Near miss and route hazard report investigations	X				Safety Mgr.	
		Investigation of safety related trends	X				Safety Mgr.	
		Coordination with United States and State Departments of Labor and Occupational Safety and Health Administration (OSHA)				Client		
		Environmental Management Oversight				Client		
		Hazard Management Process				Client		
		Managing Safety Validation of Change Process	X				Safety Mgr.	
		Safety Data Reporting	X				Safety Mgr.	

Investigations						
Advise to update SOPs, Rules, and Emergency Plans	X					
Emergency Response					Client	
Fire Protection					Client	
Shop Safety Hazardous Tools Inspections					Client	
Review Vehicle Maintenance and Failure Data					Client	
Perform Vehicle Maintenance Inspections/Audits					Client	
Training, Certification, Review, and Audit					Client	
Personal Protective Equipment Review	X					Safety Mgr.
Hazardous Materials Management					Client	
Drug and Alcohol Abuse Program	X					General Manager
Procurement					Client	

Employee Safety Reporting Program

Describe the process and protections for employees to report safety conditions to senior management. Describe employee behaviors that may result in disciplinary action (and therefore, are excluded from protection).

First Transit is committed to conducting business with honesty and integrity. Employees are encouraged to speak up and raise questions and concerns promptly about any situation that may violate our safety protocols, policies and procedures, the laws, rules, and regulations that govern our business operations.

Employees are expected to tell others when witnessing unsafe work practices or conditions. When employees are not comfortable discussing these unsafe conditions with fellow employees, they are encouraged to discuss the situation with management or report it in writing.

However, where the matter is more serious, or the employee feels that management has not addressed the concern, or they are not comfortable reporting to their immediate manager, they can report it to the next level manager, or the Region Safety Manager or Human Resources Manager. Employees may also directly file a written or verbal complaint by calling the confidential Ethics and Compliance Toll-free Hotline at 1.877.3CALLFG, (1.877.322.5534); contacting the Hotline intake site at ethicsfirst.ethicspoint.com; or emailing Compliance@firstgroup.com.

Retaliation against anyone who, in good faith, reports observations of unsafe or illegal activities; or who cooperates in any investigation of such report, is strictly prohibited and is not tolerated, regardless of the outcome of the complaint.

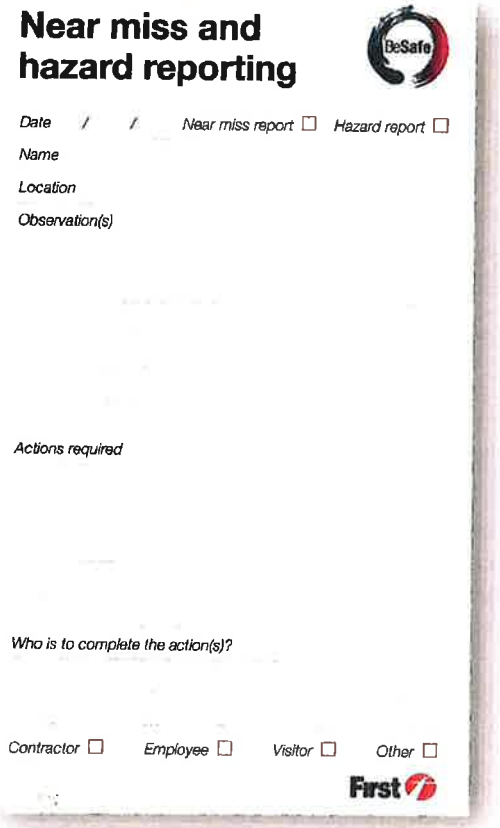
In other words, employees are protected for speaking up in good faith under this Policy. Any manager, or co-worker who retaliates against a complaining employee or anyone involved in an investigation of a complaint is subject to discipline and/or termination.

Managers are charged with assuring that they and their staff comply with the whistleblower protections and that no retaliation occurs because of a reported safety related issue.

Reporting Options

Near Miss and Hazard Reporting

In the interest of employee and passenger safety, each First Transit employee is issued a **"Near Miss and Hazard Reporting"** pad for documenting and reporting safety, route, and security concerns; and is encouraged to report any near miss incidents and hazards.


Near miss and hazard reporting

Date / / Near miss report ☐ Hazard report ☐

Name

Location

Observation(s)

Actions required

Who is to complete the action(s)?

Contractor ☐ Employee ☐ Visitor ☐ Other ☐

First

If an employee is involved in a near miss or determines something they see to be a hazard, we ask for their help in reporting the event so we all may learn the lessons from it and perhaps prevent a collision or injury from occurring in the future.

Near miss: An event you witnessed where no harm was caused, but there was the potential to cause injury or ill health; a dangerous occurrence

Hazard: Anything that may cause harm in the near future

If the safety or security hazard requires immediate attention, dispatch is notified immediately. If immediate attention is not required, the employee is encouraged to submit the information to management by the end of their workday. Our managers then initiate conversations with employees about their observations of both safe and unsafe behaviors.

The employee's contribution to the cause of the injury or collision is considered in disciplinary action, up to and including termination. If after analysis it has been determined that the incident resulted from an overt decision, disciplinary action is indicated. If not, then the appropriate counseling and/or training is indicated.

SOP #806 – Near Miss & Hazard Reporting describes the reporting process

Threatening or Suspicious Activity

First Transit encourages anyone who sees, hears, or learns of any conduct or statement that seems threatening or suspicious, and/or any weapons on company premises or in company vehicles, to immediately report such conduct or statement, either to his/her Supervisor or Manager, to the Human Resources Department, FirstGroup America Security, and/or to the confidential Ethics and Compliance Hotline at 1.877.3CALLFG, (1.877.322.5534), contact the Hotline intake site at ethicsfirst.ethicspoint.com, or email Compliance@firstgroup.com.

If there is an immediate risk or imminent threat of violence, serious harm, or life-threatening conduct, employees should immediately call 911, local police, or other law enforcement.

Open-Door Policy

A workplace where employees are treated with respect and one that is responsive to their concerns is important to each of us. At First Transit, we recognize that employees may have suggestions for improving our workplace, as well as complaints about the workplace. We feel that the most satisfactory solution to a

job-related problem or concern is usually reached through a prompt discussion with an employee's manager. Each employee is encouraged to do so.

If the matter cannot be resolved with one's immediate manager, the employee may:

- Speak with their Location General Manager or Region Safety Manager who will attempt to facilitate a solution.
- If an employee is unable to resolve the matter through the management chain of command in their location, the employee may choose to speak directly to anyone in division management or Human Resources.

First Transit's Open-Door Policy also allows employees to voice their concerns anonymously.

- If an employee would like to submit an anonymous concern, they may contact the Ethics and Compliance Toll-free Hotline at 1.877.3CALLFG, (1.877.322.5534), contacting the Hotline intake site at ethicsfirst.ethicspoint.com, or emailing Compliance@firstgroup.com.

This Open-Door Policy applies to every employee not covered by a collective bargaining agreement. It also extends to contractors and subcontractors.

In situations involving discrimination or harassment, employees should follow the Complaint Procedure described in the Discrimination, Harassment and Retaliation Reporting Procedure section of their First Transit Employee Handbook without fear of reprisal and should not follow this Open-Door Policy complaint process.

In situations requiring immediate attention, an employee may bypass the chain of command, which begins with his or her manager, and contact any level of management or Human Resources directly, without fear of reprisal, and without the need to follow this Open-Door Policy complaint process.

- This may be done in person, by direct contact, phone call, letter, or email message or by utilizing the Ethics and Compliance Hotline. The Ethics and Compliance Hotline can be reached by calling 1.877.3CALLFG, (1.877.322.5534) or emailing Compliance@firstgroup.com.

Accidents/Incidents

First Transit finds accidents and incidents to be a very serious matter and a valuable learning opportunity to improve safety. **SOP #700 – Accident & Safety Data Acquisition and Reporting**, and the supporting **SOP's, 700a – Auto and General Liability Claim Form; 700b – Courtesy Card; 700c – Operator Incident Report**; ensure that the appropriate actions happen at the scene for the safety and security of First Transit passengers and employees; and that the appropriate data is collected to evaluate the incident, determine culpability; and develop actions to limit or eliminate the possibility of the incident occurring in the future.

Accidents

Accidents are considered to be any collision that occurs while an Operator is on duty. Operators are to report all accidents and collisions to Dispatch immediately upon occurrence. When reporting to Dispatch, the employee must state that he or she is reporting an accident and then answer any questions asked by Dispatch.

Additionally, **SOP #700c – Operator Incident Report** and **SOP #700a – Auto & General Liability Claim Form**, must be completed by the Operator involved and location management for accidents, possible claims of accidents, damage to equipment, injury and possible injury not later than one hour after completion of shift on the day of occurrence. Any vehicle defects that may have contributed to an accident shall be included in the report. To help ensure that this deadline is met, employees are paid to complete the form.

Employees who fail to report an accident may be subject to disciplinary action up to and including termination.

Employees must provide transit management with any additional accident information immediately upon request.

Incidents

Incidents with passengers involving slips and falls on or near the vehicle, fights, police action, or removal of a passenger, must be reported to Dispatch immediately; and require a **SOP #700a – Auto & General Liability Claim Form** to be completed by management before going off duty for the workday.

All other incidents and occurrences out of the norm, no matter how slight, are to be reported to Dispatch upon return to the yard.

The following are examples of incidents that must be reported:

- Broken or cracked windows from unknown causes,
- Cut seats,
- Service delays,
- Passing up passengers,
- Insufficient or excessive running time in schedule,
- Overloads, etc.

If in doubt, immediately contact Dispatch.

Operators Witnessing an Accident shall notify Dispatch immediately, even though their vehicle may not be involved.

Required Courtesy Cards

In the event of an accident or an incident, Operators must distribute **SOP #700b – Courtesy Cards** then retrieve as many as possible from passengers and persons in the immediate area of the accident or incident who may have witnessed the event.

Duty to Report Wrongdoing

First Transit is committed to investigating all good faith claims of wrongdoing so that corrective action may be taken. To that purpose, First Transit encourages any employee, contractor or vendor to report wrongdoing or illegal acts to location management so long as they are not believed to be involved in the fraud, waste or abuse being reported. Management within First Transit ensures the matter is reported to Group Security and First Transit will investigate and take appropriate steps to correct the wrongdoing or potential violation.

Alternatively, reports may be made anonymously using the FGA Ethics & Compliance line at 1.877.3CALLFG, (1.877.322.5534) or by emailing Compliance@firstgroup.com. You may also contact the Healthcare Compliance Officer directly.

Self-Reporting

Self-reporting is also encouraged. Anyone who reports his/her own violation will receive due consideration regarding disciplinary action that may be taken.

Duty to Report Law Enforcement Actions

Employees are required to report any arrests, indictments or convictions to their immediate manager or Human Resources immediately, but no later than prior to the next scheduled work shift, to the extent permitted by applicable law. If the circumstances and the offense charged, in our judgment, present a

potential risk to the safety and/or security of our customers, employees, premises and/or property, such events may result in disciplinary or other appropriate action to the extent permitted by applicable law.

Operators and safety sensitive employees are required to report all Driving Under the Influence (DUI) or Driving While Intoxicated (DWI) related charges, vehicular collisions, and any moving violation citations received in any vehicle immediately if possible, but no later than prior to their next scheduled work shift, consistent with applicable law.

Possible Disciplinary Actions

First Transit uses a tiered approach to determine possible disciplinary actions. Infractions that lead to disciplinary action are categorized into four categories;

- Class 1 – Dischargeable Offenses, the most serious and unacceptable behavior
- Class 2 – Serious violations of the First Transit performance code
- Class 3 – Secondary violations of the First Transit performance code
- Class 4 – Lesser violations of the First Transit performance code that may result in disciplinary action depending on the circumstances or repeated violations

Examples of **Class 1 Dischargeable Offenses** include:

- Convictions and imprisonment for such offenses as DUI, DWI, child abuse, etc.
- Safety; some offenses are of such a serious nature that termination is appropriate for the first offense. Those include but are not limited to:
    - Failure to properly secure mobility devices
    - Cell phone use while operating a company vehicle
    - Striking a pedestrian
    - Colliding into the rear of another vehicle or stationary object
    - Running a red light or stop sign
    - Entering a railroad crossing when the lights are flashing
- Violation of the Drug & Alcohol Policy
- Dishonesty
- Stealing/Theft
- Unauthorized Use or Removal of Company / Client Property or Vehicle
- Violence / Fighting / Threats
- Harassment
- Insubordination
- Security
- Sleeping on the Job
- Destruction of Property
- Failure to Return to Work
- Leaving Bus or Passengers
- Failure to Follow Sleeping Passenger Rules

Examples of **Class 2 Infractions** considered to be serious violations of the First Transit performance code include:

- Abusing or misusing sick leave
- Exchanging work assignments (trade) without proper authority
- Stopping work prior to the end of any shift without management's permission
- Excessive absenteeism, tardiness, starting work late after on the clock, or a pattern of unexcused absences unless otherwise permitted by law
- Reporting for work in an unfit condition
- Failing to obtain permission to leave work during normal working hours
- Discourteous or inappropriate attitude or behavior toward passengers or other members of the public
- Failure to comply with PPE directives
- Failure to wear a High Visibility Safety Vest, Reflective Safety Vest, or Company issued High Visibility Uniform Shirt according to Company policies
- Failure to wear Safety Glasses in compliance with PPE directives
- Failure to wear Company Assigned Shoe Grips when directed to do so
- Violation of vehicle operating regulations
- Failure to observe safety, sanitation, or disciplinary policies of the client or Company, or laws and regulations of Local, State, or Federal governments
- Failure to comply with the Risk Assessment policy
- Working more than an employee's regularly scheduled hours without advance approval of the Company
- Failure to operate a Company vehicle according to assigned route or timetable
- Failure of any Operator, Safety Sensitive Employee or employee required to be licensed for driving, to renew and maintain a valid, appropriate driver's license with required endorsements and a medical certificate for driving a Company vehicle
- Failure to wait for connections or passing up passengers
- Transport of unauthorized persons
- Attempting to enter, entering or assisting any person to enter, or attempt to enter a Company location or restricted areas without proper authority

Examples of **Class 3 Infractions**, considered to be secondary violations of the First Transit performance code, include:

- Failure to report defective equipment
- Failure to report a safety hazard
- Failure to procure necessary information for an accident report or submitting an inaccurate or incomplete report

- Posting, circulating or distributing written or printed material during working times and in working areas
- Failure to adhere to the Company Reverse Parking policy for Company vehicles and personal vehicles
- Use of a Company-owned radio or cell phone for non-Company business during working time
- Failure of any Operator to have in his or her possession a valid, appropriate driver's license with required endorsements and a medical certificate while driving a Company vehicle

Examples of **Class 4 Infractions**, considered to be lesser violations of the First Transit performance code that may result in disciplinary action depending on the circumstances or repeated violations, include:

- Failure to comply with the dress code, uniform policy, cleanliness, personal hygiene, personal grooming habits, or other requirements established by the client or Company
- Reporting for duty in an improper uniform, presenting an untidy, unkept or dirty appearance of person or uniform, or improperly displaying uniform articles, Company emblem, or authorized pins and badges
- Parking a personal vehicle in a restricted area at a Company location
- Neglect of job duties and responsibilities, or lack of application or effort on the job
- Incompetence or failure to meet reasonable standards of efficiency or effectiveness
- Failure to provide First Transit with a current address or telephone number
- Failure to inform First Transit of changes in status of dependents for insurance coverage
- Littering the employee lounge area, restrooms, or any other company property
- Failure to read notices and bulletins and not making an effort to stay informed

Applying Disciplinary Actions

Although employment may be terminated at-will by either the employee or First Transit at any time in accordance with applicable law, without following any formal system of discipline or warning, First Transit may exercise discretion to utilize forms of discipline that are less severe than termination.

Whenever an employee is subject to discipline, the employee's work record, including violations occurring in the relevant time period, is reviewed before determining penalty. The chart below describes how disciplinary actions are applied.

Class of Infraction	Discharge	Suspension	Written Warning
1	1st Offense	---------	----------
2	2nd Offense*	1st Offense	----------
3	3rd Offense*	2nd Offense*	1st Offense
4	4th Offense*	3rd Offense*	1st & 2nd Offense*

*Within 12 months of first offense, 36 months for safety

Additionally, First Transit may use the following criteria to determine discipline specific to any type of traffic violation or preventable accident.

Major Offenses	Action
One violation	Discharge

Serious Violations	Action
One violation	Written warning
Two violations within any 36-month period	Discharge

Moving Violations	Action
Two violations within any 36-month period	Three-day Suspension
Three violations within any 36-month period	Discharge
Two violations within any 12-month period	Discharge

Preventable Vehicle Accidents	Action
One preventable accident	Written warning
Two preventable accidents within any 36-month period	Five-day Suspension
Three preventable accidents within any 36-month period	Discharge
Two preventable accidents within any 12-month period	Discharge

Details of First Transit's reporting requirements, infractions of company policy, and disciplinary actions that may be taken are described in more detail in the **First Transit Employee Handbook.**

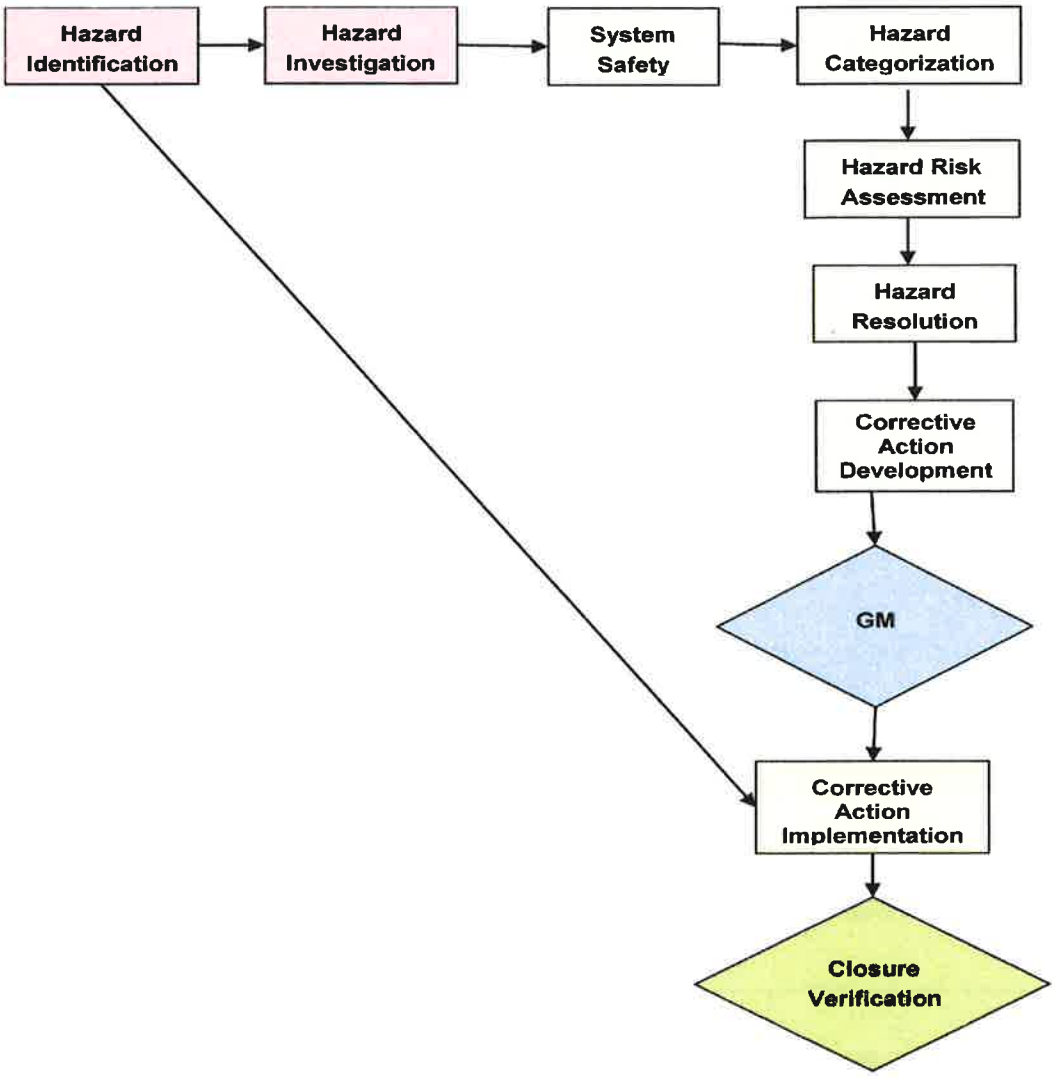
5. Safety Risk Management

Safety Risk Management Process

Describe the Safety Risk Management process, including:

- *Safety Hazard Identification: The methods or processes to identify hazards and consequences of the hazards*
- *Safety Risk Assessment: The methods or processes to assess the safety risks associated with identified safety hazards*
- *Safety Risk Mitigation: The methods or processes to identify mitigations or strategies necessary as a result of safety risk assessment*

Safety management is at the core of everything done at First Transit. All employees are responsible for performing their jobs in a safe manner, which includes identifying safety risks and participating in developing and implementing effective mitigation techniques. The process for managing hazards, from identification through corrective action and closure, is illustrated by the following flowchart.



As described earlier, a corporate structure exists to address all safety concerns. To ensure safety at the local levels, each location is required to form a Safety Solutions Team (SST), Accident Review Committee (ARC), and a Local Client Liaison Committee. To ensure consistency at each location, **SOP's #803; #803a; #803b Safety Solutions Team**, and **SOP #702 – Accident Review Committee** describe the procedures which are to be followed in creating and operating a Safety Solutions Team and Accident Review Committee.

These groups are responsible for reviewing safety related accidents and incidents to determine culpability; identify the causes associated with each event; and develop mitigation measures to reduce the risk of the events occurring in the future. Having these groups at each location provides a way for employees to report safety risks in a timely manner and to teams that understand the conditions associated with each specific location. Additionally, the opportunity exists for more timely, appropriate, and effective mitigation measures.

Several tools are used by the Region Safety Managers, Region Safety Directors and the Senior Director of Safety to monitor the local risks and risk management. Among them are Safety Data Reports which outline the monthly and Year to Date safety performance statistics. Also used is a Target & Goal Worksheet to track and analyze the data collected and to target reactive and proactive performance improvement measures.

Safety Hazard Identification

This process is a vital component in First Transit's efforts to reduce safety risks and improve overall delivery of service. Safety Hazard Identification data is used to implement immediate corrective actions and to proactively identify hazards before they cause future accidents or incidents.

The objective of hazard identification is to distinguish those conditions that can cause an accident or create an unsafe condition. First Transit routinely analyzes records from our operation to identify accident causation based on history. Current traffic conditions are periodically analyzed, and management inspection of established prevention processes are routinely performed.

There are five (5) main areas reviewed in Hazard Identification:

1. **Environment**
   a. Weather
   b. Road Surface Condition
   c. Visibility
2. **Transit Service Characteristics and Agency Policies**
   a. Incentives for Safe Driving
   b. Equipment Maintenance Policies
   c. Stop Intervals
   d. Route Design
   e. Driver Scheduling
   f. Passenger Demand Schedules
3. **Operator**
   a. Experience
   b. Physical Ability
   c. Personality
   d. Psychological Condition
   e. Physical Condition
4. **Road Layout**
   a. Width
   b. Speed Limit
   c. Geometric Design
   d. Traffic Volume
   e. Capacity
   f. Parking
   g. Adjacent Lane Use
   h. Street Lighting
   i. Pedestrian Volume
5. **Hazard Identification – Accident Prevention/Resolution**
   1st: Identify the Hazard
   2nd: Remove the Hazard
   3rd: When the Hazard cannot be removed, Train for the Hazard as a "known condition"

First Transit relies on employees to assist in the hazard identification and resolution process. Working with the location safety personnel and through a structured process, employees help:

- Identify Critical Factors in Hazard Resolution
- Develop and Recommend an Action Plan
- Implement Action Plan
- Measure Performance Against Safety Objectives
- Monitor the Process
- Modify the Process
- Secure Outside Assistance (when needed)
- Audit for Compliance

Several tools exist for hazard identification. Among them are:

- **SOP #802 and #802a - Daily Safety & Health Walkthrough and Checklist**
  - A routine safety and health check walkthrough to promptly identify hazardous conditions at our facilities and notify employees of the hazards identified and mitigation measures to help protect them from personal injury.
- **SOP #804 - Positive Check-In Procedures & Reasonable Suspicion**
  - Positive Check-In procedures are to ensure our operators reporting to work are fit-for-duty.
- **SOP #900 – Facility Hazard Recognition Manual**
  - This Hazard Recognition Manual is intended to be a tool for recognizing potential hazards that may be present at First Transit facilities. Although it does not represent all conditions that could exist, the photos and narrative provide:
    - A reference guide for conducting safety inspections at a facility, and
    - A training document to educate and train employees to conduct effective safety inspections.
- **Vehicle Maintenance Risk Assessment**
  - All employees who perform maintenance and repairs to vehicles within transit centers and bus yards or on road calls complete a risk assessment using **SOP #503a – Vehicle Maintenance Risk Assessment Form** prior to performing any work on a vehicle.
  - The Risk Assessment process, **SOP #503 – Vehicle Maintenance Risk Assessment**, requires employees about to perform a maintenance task to confirm they possess the training, skills, knowledge, abilities, tools, and equipment to safely perform the task at hand. The assessment includes determining the following.
    - Are You Properly Trained to Perform the Task?
    - If Task Requires Lifting, Are Lifts Secured, Are Jack Stands Used Correctly?
    - Are You Wearing the Appropriate Personal Protective Equipment (PPE)?
    - Have You Performed the Proper Lock-Out/Tag-Out (LOTO) procedures?
    - Are You Aware of the Potential Risks of Performing this Repair?
  - If the answer is "NO" to any of the above assessments the technician is to immediately contact their manager.
- **Pre-Survey Job Hazard Analysis**
  - Prior to beginning a job hazard analysis, a pre-survey of the working conditions, using **SOP #503b – Pre-Survey Job Hazard Analysis Form**, under which the job is performed is conducted to evaluate the general conditions. A few of the potential hazards being considered include:

1. Are there tripping hazards in the job vicinity?
2. Is the lighting adequate for work conditions?
3. Are there explosive hazards associated with the job?
4. Are there electrical hazards associated with the job?
5. Are tools associated with the job in good condition?
6. Is the noise level excessive (below 85-dba)?

- **Facility Parking Risk Management Assessment**
  - Inadequate turning areas, blind corners, uneven walking surfaces can all cause collisions or employee injury in parking areas. **SOP #501 - Facility Parking Risk Assessment** will help identify and prevent these types of collisions for both buses and personal vehicles.
  - The Location Manager must ensure compliance with all provisions of this SOP.
  - The risk of each facility is assessed as follows:
    - Annually
    - Unscheduled – Whenever a significant vehicle collision or a pedestrian strike occurs in the bus yard or on company premises
    - Start-up locations – Before operating out of the new location.
    - **SOP #501a – Facility Parking Risk Assessment Guide**, and
    - **SOP #501b – Facility Parking Risk Assessment Form** are tools to help with this assessment.
- **On-Board Video Technology**
  - **SOP #704 – On-Board Video Technology** provides a summary of the on-board video system and Company standards that all First Transit employees must follow when operating a company or customer vehicle equipped with onboard video technology.
  - This technology is a valuable resource and another tool that helps First Transit instill positive driving behaviors by providing opportunities to view recorded driving events, driver history and company trends.
  - The goal of this in-cab camera technology is to proactively identify unsafe behaviors and improve those identified behaviors through coaching, retraining and, if necessary, disciplinary measures in accordance with the provisions of the Employee Handbook and applicable Collective Bargaining Agreements.

Safety Risk Assessment

Once the hazard has been identified, they are categorized into the following severity levels. The categorization of hazards is consistent with risk-based criteria for severity; it reflects the principle that not all hazards pose an equal amount of risk to personal safety.

Category 1 – Catastrophic: operating conditions are such that human error, design deficiencies, element, subsystem or component failure, or procedural deficiencies may cause death or major system loss and require immediate termination of the unsafe activity or operation.

Category 2 – Critical: operating conditions are such that human error, subsystem or component failure, or procedural deficiencies may cause severe injury, severe occupational illness, or major system damage and require immediate corrective action.

Category 3 – Marginal: operating conditions are such that they may result in minor injury, occupational illness or system damage and are such that human error, subsystem or component failures can be counteracted or controlled.

Category 4 – Negligible: operating conditions are such that human error, subsystem, or component failure or procedural deficiencies will result in less than minor injury, occupational illness, or system damage.

The next step in assessing the hazard is to determine the probability of it occurring. Probability is determined based on the analysis of transit system operating experience, evaluation of First Transit safety data, the analysis of reliability and failure data, and/or from historical safety data from other passenger bus systems. The following chart describes the probability categories.

Probability of Occurrence of a Hazard			
Description	**Probability Level**	**Frequency for Specific Item**	**Selected Frequency for Fleet or Inventory**
Frequent	A	Likely to occur frequently	Continuously experienced
Probable	B	Will occur several times in the life of the item	Will occur frequently in the system
Occasional	C	Likely to occur sometime in the life of an item	Will occur several times in the system
Remote	D	Unlikely but possible to occur in life of an item	Unlikely but can be expected to occur
Improbable	E	So unlikely, it can be assumed occurrence may not be experienced	Unlikely to occur but possible

Identified hazards are placed into the following Risk Assessment Matrix to enable the decision makers to understand the amount of risk involved in accepting the hazard in relation to the cost (schedule, cost, operations) to reduce the hazard to an acceptable level.

Hazard Frequency	Severity Category 1	Severity Category 2	Severity Category 3	Severity Category 4
Frequent (A)	1A	2A	3A	4A
Probable (B)	1B	2B	3B	4B
Occasional (C)	1C	2C	3C	4C
Remote (D)	1D	2D	3D	4D
Improbable (E)	1E	2E	3E	4E

Based on company policy and the analysis of historical data, First Transit has made the following determinations regarding risk acceptance.

Hazard Risk Index	Criteria by Index
1A, 1B, 1C, 2A, 2B, 3A	Unacceptable
1D, 2C, 2D, 3B, 3C	Undesirable (Management decision)
1E, 2E, 3D, 3E, 4A, 4B	Acceptable with Management Review
4C, 4D, 4E	Acceptable without Management Review

Safety Risk Mitigation

Mitigation Determination

After the assessment has been completed, the follow-up actions will be implemented as follows.

- **Unacceptable:** The hazard must be mitigated in the most expedient manner possible before normal service may resume. Interim corrective action may be required to mitigate the hazard to an acceptable level while the permanent resolution is in development.
- **Undesirable:** A hazard at this level of risk must be mitigated unless the Location General Manager and Location Safety Manager issue a documented decision to manage the hazard until resources are available for full mitigation.
- **Acceptable with review:** The Location General Manager and Location Safety Manager must determine if the hazard is adequately controlled or mitigated as is.
- **Acceptable without review:** The hazard does not need to be reviewed by the management team and does not require further mitigation or control.

Hazard Resolution

Safety hazard resolution or mitigation consists of reducing the risk to the lowest practical level. Not all safety risks can be eliminated completely. Resolution of hazards will utilize the results of the risk assessment process. The objectives of the hazard resolution process are to:

1. Identify areas where hazard resolution requires a change in the system design, installation of safety devices or development of special procedures.
2. Verify that hazards involving interfaces between two or more systems have been resolved.
3. Verify that the resolution of a hazard in one system does not create a new hazard in another system.

The SST, who was identified earlier in this plan as the team responsible for local safety review, uses the following methodologies to assure that system safety objectives are implemented through design and operations, and hazards are eliminated or controlled:

1. Design to eliminate or minimize hazard severity. To the extent permitted by cost and practicality, identified hazards are eliminated or controlled by the design of equipment, systems and facilities
2. Hazards that cannot reasonably be eliminated or controlled through design are controlled to the extent practicable to an acceptable level through the use of fixed, automatic, or other protective safety design features or devices.
3. Provisions are made for periodic functional checks of safety devices and training for employees to ensure that system safety objectives are met.
4. When design and safety devices cannot reasonably nor effectively eliminate or control an identified hazard, safety warning devices are used (to the extent practicable) to alert persons to the hazard.
5. Where it is impossible to reasonably eliminate or adequately control a hazard through design or the use of safety and warning devices, procedures and training are used to control the hazard.
6. Precautionary notation is standardized, and safety-critical issues require training and certification of personnel.

Hazard Resolution Management and Tracking

Resolution of identified hazards are managed by the Location General Manager and/or the Location Safety Manager. The hazard resolution process is managed through the **"Safety Toolbox"**, which is an online tool used by management, from Road Supervisors to Executive Management, to record the occurrence of safety-related events, review safety critical data, and track corrective actions as necessary.

The Safety Toolbox is a powerful tool to help understand the work area's safety environment. This includes:

- Understanding and improving observations of safety critical behaviors
- Reviewing recorded debriefs to ensure that the "BeSafe" process is in place and working.
- Reviewing findings from BeSafe tours and determine if tasks/actions have been closed out

The Safety Toolbox includes information regarding:

- BeSafe (BeSafe Debriefs, BeSafe Tours, BeSafe Touchpoints)
  - Debrief meetings conducted in order to assure quality.
  - Safety Critical Behavior is the main focus of touchpoints; and shared and discussed during debrief meetings.
- Contacts (e.g. Near Misses, Hazard reports, Commendation, Safety Issue)
  - **Near Misses.** Reporting an event that occurred and could have caused injury.
  - **Hazard Reports.** Reporting an event that occurred and could have caused injury.
  - **Commendation.** A report of commendable safety actions/conduct performed by a colleague within the business.
  - **Safety issues.** A report on any safety issue that has a specific cause – i.e. maintenance, housekeeping, environment and behavior etc.
- Safety Leadership Activities (e.g. Participate in safety meetings, risk assessment, section observation)
  - **Participation in a Safety meeting.** Actively leading or participating in the location in-service safety meeting.
  - **Intersection observation or risk assessment.** Risk assessment or driver observations conducted at nearby intersections, and delivery of positive reinforcement or coaching as indicated.
  - **Rail section observation or risk assessment.** Risk assessment or driver observations conducted at rail crossing(s), and delivery of positive reinforcement or coaching as indicated.
  - **Planned general inspections.** A systematic inspection where a location is forewarned.
  - **High interest driver.** A report of a driver's performance that has indicated a level of risk taking through observations, review scores, and skills evaluations.

Additional documentation, such as corrective action plans, are developed for those hazards requiring complex and multifaceted resolutions.

6. Safety Assurance

Safety Performance Monitoring and Measurement
Describe activities to monitor operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended.

As discussed in Section 1 of this plan, First Transit employs a Resident Management Team at each operation location. This team consists of a Location General Manager and a Location Safety Manager, who oversee the safety of the operation.

Additionally, each location employs Street Supervisors, Dispatchers, and Instructors; all of whom are responsible for oversight of the daily operations and training. All safety risks identified are reported to the Location General Manager and Location Safety Manager. Any risks that can be addressed immediately are corrected but still reported. Each location also establishes a Safety Solutions Team (SST), described in Section 5: Safety Risk Management of this plan, which uses the following methodologies to ensure a proactive approach to safety at each location.

- Routine hazard management
- Accident and incident investigation
- Safety data collection and analysis
- Routine internal safety audits
- Facility, equipment, systems and vehicle inspections
- Routine proficiency checks for all vehicle operators and maintenance employees
- Compliance evaluations including onsite inspections
- Regularly communicating safety and hazard data to all employees

A higher level of oversight is conducted by Region management, which includes the Region Safety Manager, Region Safety Director, Region Maintenance Director, and the Region Vice President. From this level, any identified risks and mitigations are shared with other Region local operations as a proactive means to reduce risks.

The last "local level" review comes from the Vice President of Safety and the Vice President of Maintenance. These are corporate level positions that share the identified risks and mitigations throughout the organization as a proactive means to reduce risks. Additionally, the Vice President of Safety and Vice President of Maintenance assist executive level management in using this information to impact operational and budget decisions.

Describe activities to conduct investigations of safety events to identify causal factors.

First Transit has a "zero" tolerance for preventable injuries and collisions. Elimination of preventable injuries and collisions is our number one goal.

Any injury, collision or incident that occurs is investigated to determine preventability or non-preventability. Investigations include all instances in which:

- a vehicle was damaged
- a vehicle leaves the traveled roadway
- a passenger is injured or
- an employee is injured

SOP #700-Accident & Safety Data Acquisition describes the data collection process including

- Defining the Event & What to Do
- Accidents – Defining the Accident
- "Five Cardinal Rules That Apply to an Accident"
- Operator Responsibility
- Dispatcher on Duty Accident Investigation Responsibility

SOP #700 also describes the Operators and the Dispatchers responsibilities for protecting the customers and managing the scene. The groups described in **SOP #702 – Accident Review Committee** (ARC), and **SOP #803 – Safety Solutions Team** (SST), review the data collected to determine if the accident/incident was preventable or non-preventable,(ARC); and identify measures to reduce the risk of the accident/incident occurring in the future (SST).
Describe activities to monitor information reported through internal safety reporting programs.
The Location Safety Manager (LSM) and/or Location General Manager (LGM) routinely reviews all location safety and hazard data, which includes searching for repetitive events that might have safety implications. When accident/incident reports and statistics indicate repetitive accidents/incidents, the LSM and LGM investigate to determine the root cause. The following chart describes how the hazard data flows and is monitored by First Transit; from each operating location, to Region management, to corporate and parent company management.

Risk/Safety Data Flow								
Weekly Data Review								
Information Collected Daily	**Location**	**Third Party Data Collected**	**Risk Dept**	**Safety Dept**	**Location**			
Collisions/ Injuries/ Workers Comp	Incident Occurs, claim report created, then sent to Third Party Data Collector via website, phone, fax.	Report received from Location.	Information from Third Party Data Collector created as weekly report then sent to Region Safety.	Weekly reports are reviewed and distributed for weekly management oversight conference calls.	Review data with Senior Region Leadership during weekly teleconference.			
Period Data Review *(e.g. Quarterly/Monthly)*								
	Risk Dept	**Shared Services Dept**	**Region Safety Managers**	**Shared Safety Services Dept**				
Collisions/ Injuries/ Workers Comp	Send all raw risk data gathered from weekly reports to the Shared Safety Services Dept.	Reorganizes raw data regionally then distributes to Region Safety Dept.	Review period data and distribute to locations.	Develops company, region, and location specific performance measures and distributes through Target & Goal Spreadsheet.				

Period Data Analysis								
	Shared Services Dept	**UK**	**Safety Dept**	**First Group Executive Safety Committee (ESC)**	**First Group Safety Council**	**First Group America Safety Council**	**Performance Review Management (PRM)**	**Safety Advisory Committee**
Collisions/ Injuries/ Workers Comp	Final reports sent to UK and Directors of Safety for each business group.	Processes data; analyzes; creates reports; categorizes risk factors; and gathers commentary from First Group companies for trend analysis.	Processes data; analyzes; creates reports; categorizes risk factors; and creates commentary for trend analysis.	This committee consists of President, COO, and Safety Vice President of each operating group. Discussions include safety performance, trend analysis, program oversight.	This committee consists of Vice Presidents of Safety for all operating divisions. Discussions include safety performance, trend analysis, and safety oversight.	This committee consists of Safety Senior Directors and Safety Vice Presidents. Discussions include safety performance, trend analysis, best practices, and program oversight.	This review consists of Senior Region Vice Presidents, Region Vice Presidents, Region Directors of Operations, and Region Safety Managers. Discussions include regions safety performance.	This committee consists of Location General Managers, Region Directors of Operations, and Region and Local Safety Managers. Discussions include review of policy and procedures, training, and safety awareness.

Management of Change

Describe the process for identifying and assessing changes that may introduce new hazards or impact safety performance.

First Transit employs a proactive process, **SOP #208 – Safety Validation of Change**, that addresses the procedures to be followed to evaluate the risk of any changes proposed at all levels of the organization. The overall purpose of this process is to provide assurance that any proposed changes which impact operations will not increase safety risk; or where additional risk is identified, that controls are put in place **prior to the changes being implemented**.

Changes to organizational structure; the nature or extent of operations; or to facility or equipment assets; as well as mergers and acquisitions of new businesses are proactively managed through this process to avoid introducing or increasing safety risks.

- The resources required to complete the validation process, in terms of people, finance and materials is included in this validation process.
- The allocation of responsibilities considers the competence of the individuals that are required to carry out the safety validation roles.
- All employees who may be affected by the proposed changes are consulted as part of the process.

The extent and scope of safety validation applied to any change proposal is proportional to the risks (safety, operational, and other risks) associated with its introduction. *(For example, a major change, such as a reorganization of Region Executive roles and responsibilities or start-up of a large new bus operation, requires a more rigorous safety validation than a minor change.)*

In the case of smaller, less complex or well understood changes, the safety validation of change process may be implemented as part of normal operations, using existing organizational arrangements and meeting structures to deliver the required level of assurance.

The process is generally described in the following chart.

Safety Validation of Change Process			
Main Steps	Key Activities	Checklists & Guidance	Completed By
1. Identify Proposal for Change	• Raise change proposal (including Capital Expenditure Approval) • Inform relevant functional Director(s) and Manager(s)	• Complete **SOP #208a – Safety Validation of Change Form**, Section A1	Change proposer

2. Determine Classification of Change Significance	• Classify level of safety validation required • Ensure the extent and scope of validation is proportional to the level of risk	• Complete **SOP #208a – Safety Validation of Change Form**, Section A2	**Category A:** Group Safety Director **Category B:** Divisional head of Safety **Category C:** Location head of Safety
3. Allocate Roles & Responsibilities	• Formally allocate change sponsor and change authorizer • Identify other required resources and roles for consultation	• Complete **SOP #208a – Safety Validation of Change Form**, Section A3	Change proposer (with guidance)
Submit Change Proposal Form			Change proposer
Decide whether safety validation should proceed			Change proposer
4. Prepare Safety Validation of Change Case	• Prepare safety validation documentation • Complete risk assessment of proposed change • Submit for review • Revise and finalize documentation	• Complete risk assessment and document findings • Complete Safety Validation of Change as described in **SOP #208 – Safety Validation of Change** • Complete **SOP #208a – Safety Validation of Change Form**	Change proposer
Submit Safety Validation Checklist with supporting documentation			Change proposer
Approve and Implement, or Reject Change			Change authorizer (or delegated representative)
5. Monitoring and Review	• Monitor implementation of change and safety performance	• Check compliance as part of Region Safety Monitoring • Review effectiveness	Location Safety Manager Corporate Safety Management

	• Review performance process	of the process as part of Region oversight	Vice President of Safety - First Transit

Changes proposed at the Corporate level typically have an impact on the Region and Local levels. To ensure the risks associated with any change consider all levels of the organization, each level must complete **SOP #208 – Safety Validation of Change** as part of the process to ensure specific safety concerns have been identified and addressed.

Similarly, changes proposed at the Region level will typically have an impact on the Local level. Consequently, the Local level must also complete **SOP #208 – Safety Validation of Change** as part of the process to ensure specific safety concerns have been identified and addressed.

Additional responsibilities in the Safety Validation of Change process include:

- The Region Safety Management team provides safety expertise/support to those carrying out the safety validation.
- The Senior Director of Safety:
  - Reviews and approves each Region's safety validation of change process
  - Decides on the level of safety validation required (consulting with other functional heads as necessary) for Category A changes
  - Is consulted on any Category B change proposal
  - Provides safety expertise/support to Region Safety Managers and Vice President of Safety – First Transit during safety validation activities as required.
  - Provides safety expertise/support to those carrying out the safety validation for Category A changes.

An electronic log of all proposed changes, whether approved or not, are maintained by the Region Safety Director.

Communication of changes to policies/procedures regarding safety issues comes from Executive Leadership. This information is then carried down through the Vice President of Safety – First Transit, Senior Director of Safety, Region Safety Directors, Region Safety Managers. Location General Managers, Location Safety Managers, and employees. Notification to the client is communicated through the Location General Manager.

Continuous Improvement

Describe the process for assessing safety performance. Describe the process for developing and carrying out plans to address identified safety deficiencies.

The process described previously in this section for monitoring safety data incorporates continuous improvement. As safety risk is identified, then reported on, a determination is made as to whether the risk can be mitigated immediately or requires more time and resources.

Risk mitigations that can address the safety concerns immediately are carried out but still reported. The reporting of these concerns includes the mitigation steps that have been taken. Monitoring of the risk continues to ensure that the mitigation strategy is effective.

Section 5 of this plan, Safety Risk Management, describes the risk assessment and mitigation procedures used that determine how to proceed with improvement strategies that require more time and resources.

Which improvement strategies to implement for longer term issues is based on severity and probability of risk occurrence. Additionally, safety hazard identification data is used to implement immediate corrective actions and to proactively identify hazards before they cause future accidents or incidents.

The objective of hazard identification is to distinguish those conditions that can cause an accident or create an unsafe condition. First Transit routinely analyzes records from our operation to identify accident causation based on history. Current traffic conditions are periodically analyzed, and management inspections of established prevention processes are routinely performed.

The Risk/Safety Data Flow Chart previously described in this section, illustrates how this information is shared throughout the organization.

7. Safety Promotion

Competencies and Training

Describe the safety training program for all agency employees and contractors directly responsible for safety.

The education and training process at First Transit is a highly regimented and professionally developed program built around a curriculum featuring learning opportunities in two major domains:

- Knowledge (education)
- Skills (training)

Various delivery mechanisms such as classroom, multimedia presentations, closed course, observation and behind-the-wheel skills building are used to support the learning process. Learning is evaluated through written quizzes, driving tests and customer service skills evaluations.

Instructors

Successful new operator training starts with selecting and certifying good instructors.

1. **Classroom Instructor:**

   The classroom instructor is responsible for facilitating the classroom portion of New Operator Training. Classroom training requires the development of lesson plans.

2. **Behind-the-Wheel Instructor:**

   The Behind-the-Wheel (BTW) Instructor is responsible for conducting closed course exercises and behind the wheel instruction. The New Operator Training program consists of instructional DVDs, which are accompanied by facilitator guides and participant study guides. The BTW Instructor uses the Operator Proficiency Workbook to document each trainee's progress.

   **New Instructor Candidates can obtain certification as both a Classroom Instructor and a Behind-the-Wheel Instructor.*

3. **Master:**

   The Master Instructor, along with the Regional Director of Safety and Region Safety Manager(s), is responsible for training the Safety Supervisors. The Master Instructor is also responsible for the certification programs for Behind-the-Wheel and Classroom Instructors and the ongoing Train-the-Trainer workshops.

Training the Instructor is a process by which a Certified Instructor works with the selected New Instructor Candidate. During this time, the Certified Instructor conducts a review of all state laws, First Transit policies and procedures, local policies, and client-specified programs and requirements.

The Certified Instructor also provides a review of the Behind-the-Wheel Manual, Classroom Manual, and all First Transit video-based courses.

In addition to the above training, the New Instructor Candidate must complete the Instructor Development Curriculum, which includes the following three self-directed courses:

1. How to Train
2. Coaching the Adult Learner
3. Learning Basics

There are three types of Instructor Certification:

1. Temporary
2. Certified
3. Master

1. Temporary (Silver)

Temporary certificates are issued at the local level. A temporary certificate is issued to a New Instructor Candidate upon successful completion of the New Instructor training program at his or her location, conducted by a certified trainer at that location. Certificates are issued throughout the year prior to the annual Train-the-Trainer program.

Temporary certificates are valid for one year, and one year only, from the date of issue. Temporary certification is accompanied by silver achievement emblems for Classroom, BTW or both.

To continue in the program, a New Instructor must obtain Gold Certification.

2. Certified (Gold)

The Certified Instructor certificate is issued to a New Instructor who has successfully completed the annual Train-the-Trainer program, conducted by a Master Trainer. The annual Train-the-Trainer program combines all elements of the temporary certification, with the exception of the classroom evaluation. At the annual Train-the-Trainer program, Classroom Instructor Candidates are required to develop a lesson plan and give a presentation.

Prior to attending the annual Train-the-Trainer program, all New Instructors must complete the "Safety Leadership" course and pass the final exam with a grade of 90% or above.

The Senior Director of Safety is the only person authorized to approve and issue a Certified Instructor certificate with gold achievement emblems for Classroom, BTW, or both.

3. Master

The Master Instructor Certification program ensures that First Transit Policies and Procedures are correctly implemented throughout the company.

Master Instructor Certification is required for all area safety managers and above.

The Master Instructor:

- Provides support to the Location General Manager and the Region Safety Manager,
- Is involved with training new Safety and Training Supervisors, and re-training current Safety and Training Supervisors if required,
- Conducts the annual Train-the-Trainer program for BTW and Classroom Instructor Certification

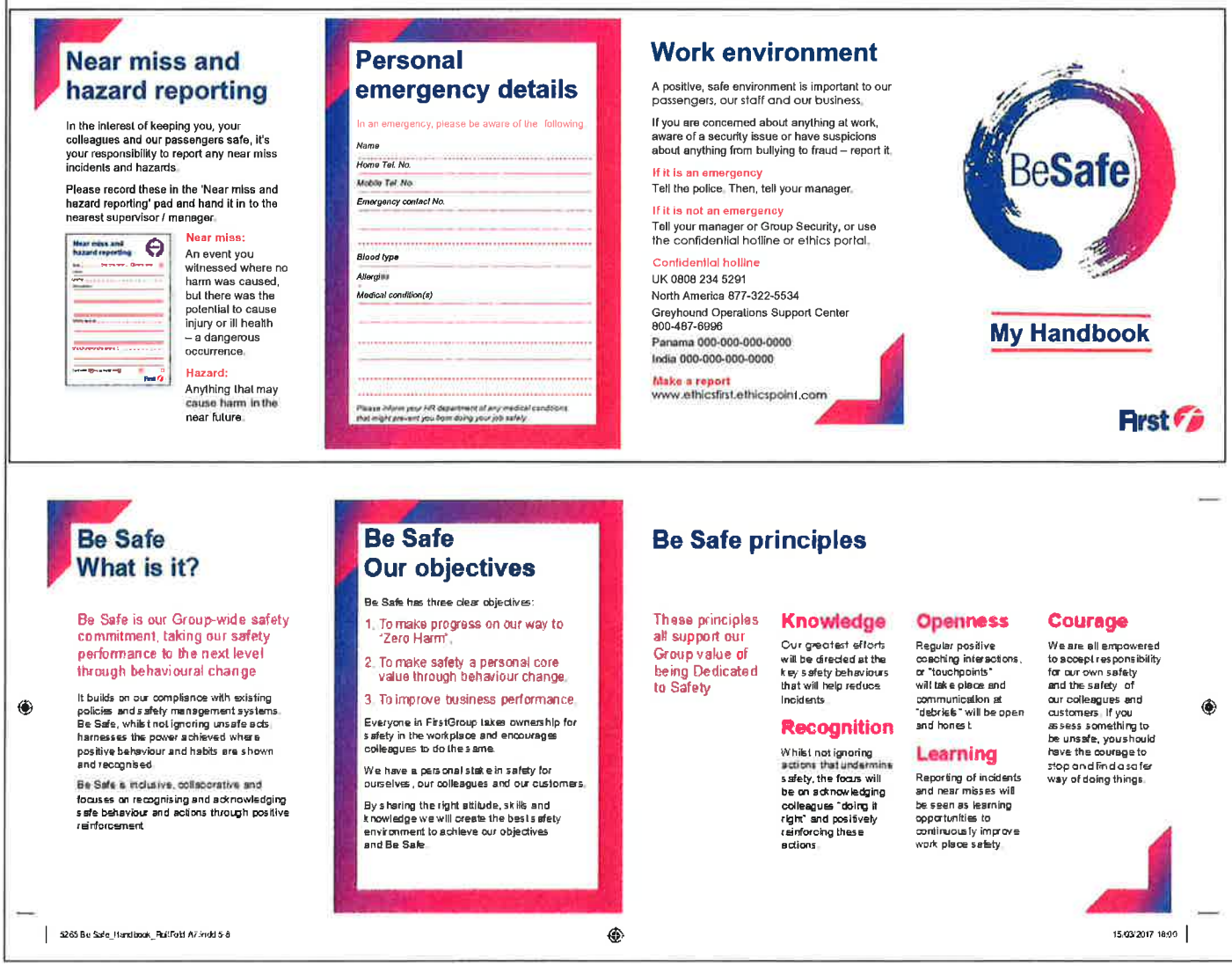
- Conducts Safety and Training audits in the region and reports the findings to the Region Safety Manager, if required.

Employee Training

Training employees to assess risks and recognize and avoid hazards in the workplace is critical to the overall safety of the workplace. Every First Transit employee is trained in **"BeSafe"** and **"Safe Work Methods"**, which are described later in this section.

"BeSafe" is our company-wide approach to safety management. This program takes our safety performance to the next level through behavioral change. "BeSafe" is inclusive, collaborative and focuses on recognizing and acknowledging safe behavior and actions through positive reinforcement such as debriefs, tours, and touchpoints. All employees are trained in the principles of "BeSafe"

The "BeSafe" concept is described in the following brochure.



Near miss and hazard reporting

In the interest of keeping you, your colleagues and our passengers safe, it's your responsibility to report any near miss incidents and hazards.

Please record these in the 'Near miss and hazard reporting' pad and hand it in to the nearest supervisor / manager.

Near miss:
An event you witnessed where no harm was caused, but there was the potential to cause injury or ill health – a dangerous occurrence.

Hazard:
Anything that may cause harm in the near future.

Personal emergency details

In an emergency, please be aware of the following.

Name
Home Tel. No.
Mobile Tel. No.
Emergency contact No.
Blood type
Allergies
Medical condition(s)

Please inform your HR department of any medical conditions that might prevent you from doing your job safely.

Work environment

A positive, safe environment is important to our passengers, our staff and our business.

If you are concerned about anything at work, aware of a security issue or have suspicions about anything from bullying to fraud – report it.

If it is an emergency
Tell the police. Then, tell your manager.

If it is not an emergency
Tell your manager or Group Security, or use the confidential hotline or ethics portal.

Confidential hotline
UK 0808 234 5291
North America 877-322-5534
Greyhound Operations Support Center 800-487-6996
Panama 000-000-000-0000
India 000-000-000-0000

Make a report
www.ethicsfirst.ethicspoint.com

BeSafe

My Handbook

First

Be Safe What is it?

Be Safe is our Group-wide safety commitment, taking our safety performance to the next level through behavioural change

It builds on our compliance with existing policies and safety management systems. Be Safe, whilst not ignoring unsafe acts, harnesses the power achieved where positive behaviour and habits are shown and recognised.

Be Safe is inclusive, collaborative and focuses on recognising and acknowledging safe behaviour and actions through positive reinforcement.

Be Safe Our objectives

Be Safe has three clear objectives:

1. To make progress on our way to "Zero Harm".
2. To make safety a personal core value through behaviour change.
3. To improve business performance.

Everyone in FirstGroup takes ownership for safety in the workplace and encourages colleagues to do the same.

We have a personal stake in safety for ourselves, our colleagues and our customers.

By sharing the right attitude, skills and knowledge we will create the best safety environment to achieve our objectives and Be Safe.

Be Safe principles

These principles all support our Group value of being Dedicated to Safety

Knowledge
Our greatest efforts will be directed at the key safety behaviours that will help reduce incidents.

Recognition
Whilst not ignoring actions that undermine safety, the focus will be on acknowledging colleagues "doing it right" and positively reinforcing these actions.

Openness
Regular positive coaching interactions, or "touchpoints" will take place and communication at "debriefs" will be open and honest.

Learning
Reporting of incidents and near misses will be seen as learning opportunities to continuously improve work place safety.

Courage
We are all empowered to accept responsibility for our own safety and the safety of our colleagues and customers. If you assess something to be unsafe, you should have the courage to stop and find a safer way of doing things.

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First Transit's **"Safe Work Methods"** is designed to educate employees on how to identify conditions and actions posing risks to their well-being and that of their coworkers. This training is to be used:

1. In training new hire employees
2. In leading supervisors in identifying root causes of workplace injuries
3. In retraining injured workers so that re-occurrences are avoided
4. To supplement First Transit's First Occupational Rehabilitation Management (F.O.R.M.) light duty and return to work management program, in controlling workers compensation losses

The "Safe Work Methods" training curriculum includes:

- **New Hire Training**
  New hire training is designed to educate the new employee to the hazards commonly found in the transportation environments including in vehicle maintenance shops, bus yards, fuel islands, wash bays, and office environments. The program also makes employees aware of injuries that can result from physical activities such as entering and exiting vehicles, assisting persons with disabilities, and handling mobility devices.
  - PPE program including requirements for appropriate
    - Safety eyewear
    - Safety footwear
    - Safety hand wear
    - Hi-Vis vests
    - Disposal contaminated materials
  - Risk Assessment and Injury Avoidance
    - Walking & Climbing
    - Lifting, Carrying, Holding, and Lowering Objects
    - Pushing, Pulling, & Twisting
    - Burns, Scalds
    - Exposed Fluids, Chemicals, Smoke
    - Cuts, Punctures, Abrasions, Lacerations
    - Mobility Device Lifts/Ramps

1. **Requirements for Operator Training**

   Applicants are required to successfully complete a comprehensive training program prior to transporting passengers. Trainees are continually evaluated and tested throughout the training program. Trainees who do not demonstrate the required level of proficiency are provided additional training or are removed from training. The Operator training program combines instructor-led sessions, video instruction, facilitated discussion, and opportunities for the trainees to practice what they have learned. Training topics include:

   Classroom Training
   The first part of Operator training at First Transit, classroom training, begins the process of instilling the safety culture into each Operator. Helping the student Operators understand the importance of keeping themselves and each passenger safe; and their responsibilities in maintaining a safe environment, is a theme integrated throughout.

   - **Unit 1 - Introduction**
     - Welcome and Introduction
     - Title VI Civil Rights Act 1964
     - Employee Handbook
     - BeSafe - Making Safety Personal
     - Hazardous Communication
     - Bloodborne Pathogens

- **Unit II - Fundamentals**
  - Safe Work Methods
  - Basics of Safety
  - Managing Emergencies
  - Security Awareness
  - Map Reading
  - Communication Devices
  - Navigation and Fare Policies
  - Smith System
- **Unit III - The Operator**
  - Drug and Alcohol Awareness
  - Distracted Driving
  - Fatigue and Sleep Apnea Awareness
- **Unit IV - Transporting Passengers with Disabilities**
  - Transporting Passengers with Disabilities
  - Interacting with Passengers
  - Diffusing Conflict
  - Passenger Care While Loading and Unloading
  - Mobility Aids and Devices
- **Unit V - Driving Fundamentals**
  - Driving Fundamentals I
  - Driving Fundamentals II
  - Roadway Types
  - Railroad Crossings

Behind-the-Wheel Training

Behind-the-Wheel training is conducted in three phases. Since most people coming to work as a Bus Operator have not been exposed to driving the types of vehicle used at First Transit, the first part of behind-the-wheel training takes place on a closed course. This provides the opportunity for the Instructors to evaluate the skill levels of each employee; and gives each employee the opportunity to make and learn from their mistakes in a safe environment.

The next phase of Behind-the-Wheel training takes place on the road, but in a controlled manner. During the road phase of the training, each student Operator works one-on-one with a First Transit Instructor. The road work begins with the basics; intersections, service stops, and backing. The next advanced stage of the road work addresses roadways, highway driving, and continues the instruction on intersections and service stops. The "Smith Driving System" principles are incorporated throughout the entire Behind-the-Wheel training phase.

- **Closed Course (Group Work)**
  - Vehicle Orientation
    - Pre-Trip Inspection
    - Seat Adjustment
    - Mirror Adjustment
    - Braking, Accelerating, and Transmission
    - Wheelchair Securement
  - Reference Points
    - Lane Position
    - Right Side / Left Side
    - Backing Point
    - Forward Stop

- Pivot Points
- Turning Points
  - Vehicle Control
    - Straight in Lane
    - Left Turn
    - Right Turn
    - Lane Changing - Moving Right or Left
- **One on One Instruction Behind the Wheel**
  - **Basic Road Work**
    - "Smith System"
    - Intersections
    - Service Stops
    - Backing
- **Advanced Road Work**
  - "Smith System" Commentary Driving
  - Roadways
  - Expressway / Highway Driving
  - Intersections
  - Service Stops
- **Final Evaluation**
  Upon completion of the training program, before an Operator can be placed into service, they must successfully demonstrate their mastery of the skills and practices learned during the training program.
- **Cadet Training**
  Once a new Operator has been placed into service there is period of observation where an experienced Operator, Instructor, or Supervisor periodically rides-along to ensure the skills learned in training have successfully transferred to providing service. This includes the securement and transportation of a person with a disability.

2. Requirements for Maintenance Training

Maintenance personnel are trained in shop safety, OSHA standards, and vehicle maintenance, in addition to receiving training in driving techniques and safety. Trainees are continually evaluated and tested throughout the training program. Trainees who do not demonstrate the required level of proficiency are provided additional training or are removed from training.

Maintenance training includes:

- Introduction to First Transit policies & procedures
- Injury prevention and risk assessment
- Substance Abuse Policy
- Defensive Driving
- "Smith System"
- NTI - Security Awareness Warning Signs
- Shop Safety Handbook
- Maintenance Lift Safety
- DVI Procedures
- SafeWork Methods
- Wheel Torque Specifications
- Workplace Violence
- OSHA (R-T-K / MSDS / PPE Training)

3. **Requirements for Staff Training**

Staff personnel are trained in Safety Leadership and "BeSafe" (described in item #1)

- **Safety Leadership**

  This is an interactive CD-ROM course consisting of 5 CD's and leaders guides which are designed to educate all levels of First Transit management on the behaviors surrounding accidents. Every level of management takes the course and successfully pass an online test, found on the Safety Resource Center (SRC), with a passing grade of 90% or better.

  The course outline is as follows:

  - Safety Leadership
    - Accidents
    - Behavior
    - Leadership
  - Supervisor Development
    - The Role of the Supervisor
    - Communication
    - Building Trust
    - Conflict Resolution
    - Performance Management
    - Decisions
- **Additional Safety Training**
  - Reasonable Suspicion
  - Supervisor's Report of Reasonable Suspicion
  - Code of Conduct
  - Customer Service
  - OSHA Requirements
  - Hazard Abatement FORM – CA Only

4. **Requirements for Continuing Training and Evaluations**

First Transit provides ongoing employee training and evaluations.

The objective of ongoing evaluations is met through a broad spectrum of regularly scheduled management activities including:

- road observations,
- ride along evaluations, and
- daily safety contacts.

Where evaluations and observations identify unsafe acts or conditions, retraining is provided to improve skill levels in accordance with corporate standards.

In addition to First Transit's formal employee training program, the following safety training is also conducted.

Safety Meetings

- Twelve (12) safety meetings are issued to the locations annually with required topics identified by the location and region safety management
- Each meeting is to be a minimum of one (1) hour in length unless otherwise required by state, client or local regulations
- A required topic along with a safety campaign including posters and DVD is sent to each location for presentation to all employees
- Attendance is a condition of employment and is mandatory for all Operators, Management, Operational staff, and Maintenance personnel. *(Unless stated otherwise in the CBA.)*
    - Failure to attend all meetings will result in disciplinary actions up to and including termination.
- Client/Contract requirements may require safety meetings to be conducted on a more frequent basis than the First Transit minimum standards

Retraining

First Transit has a "zero" tolerance for preventable injuries and collisions, elimination of preventable injuries and collisions is our number one goal.

An employee involved in a preventable injury or collision is placed on administrative leave pending completion of the investigation and completion of any required retraining.

Safety Communication

Describe processes and activities to communicate safety and safety performance information throughout the organization.

Safety Awareness Programs

Establishing and maintaining a culture that demands safe behavior at all times is at the core of First Transit's safety plan. This is done, in part, by providing a regular flow of positive information and recognizing those who are performing safely.

This is where our **"BeSafe"** program provides the structure and foundation for communicating safety messages and inspiring safe job performance at all levels. "BeSafe" takes safety to a more personal level. It is a company-wide commitment to safety, with the objective of continuous improvement by making safety a personal goal and incorporating behavioral change as a mitigation measure.

"BeSafe" focuses on positive change through routine personal "touchpoints" and coaching interactions between front-line employees and management. To reinforce the touchpoints, discussions and feedback sessions are conducted as needed.

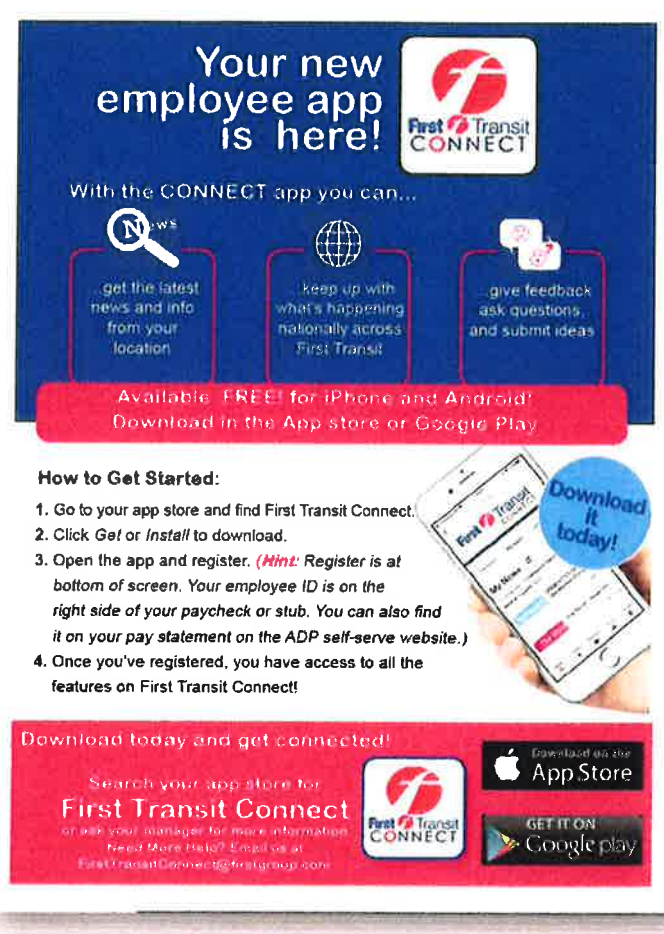
This program inspires safe behavior among employees at all levels by;

- Generating system-wide participation in safety issues through positive reinforcement
- Encouraging all employees to "take ownership" for safety results
- Communicating safety policies, procedures and processes

- Engaging executives and managers at all levels, encouraging their active participation in safety management and communication
- Sharing safety results at the individual, project, region and national levels by celebrating success stories
    - **Individual Motivators – Individual Achievement Awards:** The "cultural carrot" to help affect individual safety improvement through the use of personal recognition awards. Currently established safety awards for First Transit employees are:
        - Annual Safe Driver Awards
        - Safety Solutions Team Recognition

- **A Safety Leadership Group - The Safety Solution Team (SST):** Four to 10 location teammates dedicated to making safety "top-of-mind " by identifying and resolving safety issues.
    - <u>SST</u>
        - Review the safety concerns they have worked on and improvements that have been implemented
        - Record and distribute SST meeting minutes
    - <u>GM</u>
        - Review " Daily Safety & Health Walkthrough"
    - <u>GM and SST</u>
        - Recognize individuals who have earned years of safe driving
        - Pins and Certificates
        - Include bullets from SST Meeting minutes

- **A Communication Tool:** "First Transit Connect" employee app, a peer to peer safety communication tool offering safety tips, best practices, recognition, offering ideas on "What Works", Safety Happenings, and Safety Pep Rallies



Additional Information

Supporting Documentation *Include or reference documentation used to implement and carry out the Safety Plan that are not included elsewhere in this Plan.*
Numerous standard operating procedures (SOP's), in addition to those mentioned in this plan, have been developed and incorporated into the operating practices at each First Transit location. The SOP's have been designed to create operational consistency, increase awareness of risks and hazards, and provide easily duplicated processes for identifying and mitigating the risks associated with providing transit service. Some of those SOP's are as follows.

- High Interest Driver SOP's #206; #206a; #206b; #206c: #206d
- SOP #207 - Railroad Crossing Assessment
- SOP #502 – Sub-Contractors Working on Company Property
- Fire Prevention Plan SOP's #504; #504a; #504b; #504c; #504d
- Winter Safety – Snow Removal Action Plan SOP's #505; #505a; #505b; #505c
- Vehicle Fueling Spill Control SOP's #506; #506a; #506b; #506c; #506d
- SOP #507 - Pedestrian Visibility and Movement on Company Property
- SOP # 508 - Service Truck & Service Vehicle Visibility
- Emergency Action Plan SOP's #806; #806a; #806b; #806c; #806d
- First Transit Shop Safety Handbook
- Safety & Security Planning Manual

Definitions of Special Terms Used in the Safety Plan

Term	Definition

List of Acronyms Used in the Safety Plan

Acronym	Word or Phrase
ARC	Accident Review Committee
BTW	Behind-the-Wheel
DOT	Department of Transportation
DUI	Driving Under the Influence
DWI	Driving While Intoxicated
ESC	Executive Safety Committee
FGA	First Group America
F.O.R.M.	First Occupational Rehabilitation Management

FTA	Federal Transit Administration
HR	Human Resources
LGM	General Manager
LOTO	Lock-Out/Tag-Out
LSM	Location Safety Manager
MNT	Maintenance
OPS	Operations
OSHA	Occupational Safety & Health Administration
PPE	Personal Protective Equipment
PRM	Performance Review Management
SMS	Safety Management System
SOP	Standard Operating Procedure
SRC	Safety Resource Center
SST	Safety Solutions Team
UK	United Kingdom
VP	Vice President

Appendix A: First Transit Safety Policy

Safety Management Policy Statement

Introduction

Global in scale and local in approach, First Transit is an organization which combines a robust corporate structure with strong customer-centric, local operations. Throughout the company, our focus is conducting our business in a way that aligns with our core values:

- Committed to our customers
- Dedicated to Safety
- Supportive of Each Other
- Accountable for Performance
- Setting the Highest Standards

We believe these values to be essential components in our aim to achieve ZERO safety events, resulting in ZERO harm to our customers, our employees, our shareholders, and the environments in which we operate. First Transit's Safety Management System (SMS) encourages all First Transit employees to replace risky behaviors and thought processes that jeopardize safety in the workplace. Through the program, we are striving to build a cultural identity that is continually focused on safety. First Transit has adopted the core philosophy of, ***"Think Safe, Act Safe, BeSafe"***

Safety Management Policy

At the core of First Transit's mission is the commitment to protecting the safety and well-being of our passengers and employees. Our ***"Be Safe"*** program is the foundation of First Transit's Safety Management System (SMS) with three clear objectives:

1. To make progress on our way to "Zero Harm"
2. To make safety a personal core value through behavior change
3. To improve business performance

"Be Safe" – the driving force behind First Transit's Safety Management Policy - focuses on recognizing and acknowledging safe behavior and actions through positive reinforcement. All employees are empowered to report unsafe acts and working conditions without fear of reprisal.

Safety Management Policy Statement

The guiding principles that drive First Transit's SMS program are:

- **Knowledge:** Our greatest efforts will be directed at the key safety behaviors that will help reduce incidents.
- **Recognition:** While not ignoring actions that undermine safety, the focus will be on acknowledging colleagues "doing it right" and positively reinforcing these actions.
- **Openness:** Regular positive coaching interactions, or "touchpoints" will take place and communication at "debriefs" will be open and honest.
- **Learning:** Reporting of incidents and near misses will be seen as learning opportunities to continuously improve work place safety.

  Courage: We are all empowered to accept responsibility for our own safety and the safety of our colleagues and customers. If you assess something to be unsafe, you should have the courage to stop and find a safer way of doing things.

Performance improvement in all aspects of First Transit's operations is based on four key elements: *Leadership and Engagement*; *Risk Reduction*; *Safety Management*; and *Performance Management*. Each element includes safety as a top priority.

Leadership and Engagement depends upon honest and open communication from all employees; data collection from which critical decisions are formulated that impact daily, short term, and long-term operations; resource management; and future direction of First Transit.

Risk Reduction includes our comprehensive audit and inspection regime; hazard identification and reporting; continuous training and safety campaigns; employee safety evaluation reporting programs and procedures; employee and management observation of operations; and compliance assurance of FTA, DOT, and OSHA safety and operating requirements and recommendations.

Safety Management at First Transit has many forms; including Safety Solution Teams, Accident Review Committees, Local Client Liaison Committees at each local operation; the corporate Safety Department which gathers, analyzes, and communicates the safety information throughout the organization; and enforces policies and procedures to ensure all employees are conducting their business in the safest manner possible.

Safety Management Policy Statement

Performance Management ,the final key element, uses many Key Performance Indicators relating to safety to evaluate First Transit's progress toward Zero safety events. Daily reports; monthly location scorecards; the Critical Activity Record Entry program which captures and compares safety data monthly; major events calls, which alerts management in real time of safety events; and regular calls and meetings between mid-level and upper management to review safety concerns; are a sampling of the tools employed to ensure that safety is first and foremost in everything we do.

Ongoing Company-Wide Commitment

As President of First Transit, I know our commitment and passion for safety runs far deeper than the words contained in this policy statement. While our roles may vary, everyone in our organization, from the highest levels of management to the employees on the street, has a responsibility for their own safety as well as the safety of colleagues and customers; and to perform the daily tasks of providing public transportation in as safe a manner as possible.

We at First Transit depend on every member of our team to do everything possible to protect our resources and environment from harm, now and into the future. We take great pride in this responsibility and our ability to meet these expectations.

Sincerely,

Bradley A. Thomas

President

Risk Assessment Matrix

Identified Risk:	

Impact of Risk						Probability of Risk				
Severity	Cost (Thousands)	People	Asset	Environment	Quality	< 1% Very Low (1)	1% - 10% Low (2)	10% - 50% Medium (3)	50% - 90% High (4)	> 90% Very High (5)
Very High 5	>50	Multiple Fatalities	Major Damage, multiple units	Massive Effect	Complete discontinuation of service	5	10	[illegible]	[illegible]	[illegible]
High 4	25-50	Permanent total disability or one fatality	Major Damage, unit level	Major Effect	Substantial disruption of service	4	8	12	[illegible]	[illegible]
Medium 3	10-25	Serious injury, hospitalization	Moderate Damage	Moderate Effect	Slight disruption of service	3	6	9	12	[illegible]
Low 2	1-10	Slight injury, medical treatment	Minor Damage	Minor Effect	Minimal disruption of service	2	4	6	8	10
Very Low 1	<1	First aid or no injury	No/Slight Damage	No/Slight Effect	No disruption of service	1	2	3	4	5
Risk Value										

Assessed Risk Value:	

Instructions

1. Estimate potential consequences and severity (thought of as what could happen if hazard actually occurred)
2. Estimate likelihood of such consequences occurring (using historical evidence, data and experiences)
3. Multiply the severity for each consequence by the likelihood of that consequence occurring. This is the risk value.
4. Sum the risk values for a total assessed risk. (out of 125)

Exhibit B

Prioritized Safety Risk Log

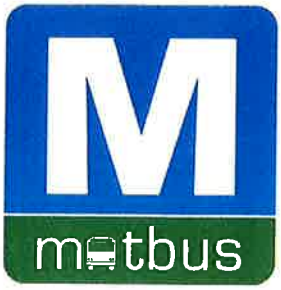
This Prioritized Safety Risk Log is used to organize identified safety risks facing the MATBUS system. The log should be updated frequently to demonstrate continual progress towards risk reduction through mitigation strategies. A timeline is used to highlight projected completion dates.

Completed by:	Last Updated:

Priority	Risk Description	Planned Mitigation Strategies	Outcomes of Planned Mitigation Strategies	Responsible Staff	Timeline	Status
1						
2						
3						
4						
5						
6						
7						

Exhibit C

Exhibit D



Safety Event Reporting Form

Name (optional) _____

Date of Event _____ Event Time _____

Event Information

Location _____

City _____ State _____

Specific Area of Location (if applicable) _____

Event Description

Name/Contact of Witnesses

1. _____

2. _____

3. _____

CITY OF Fargo

Metropolitan Area Transit
650 23rd Street N
Fargo, ND 58102
Phone: 701-241-8140
Fax: 701-241-8558

(19)

November 30th, 2020

The Honorable Board of City Commissioners
City of Fargo
225 Fourth Street North
Fargo, North Dakota 58102

RE: Sole Source Purchase for Vendor Specific Parts and Service

Commissioners,

When purchasing repair parts and servicing many varied types of vehicles and equipment that the Metro Transit Garage uses, we find that some of the Companies have protected dealerships and we are only able to purchase replacement parts and receive service from their regional Vendors or in some cases directly from the manufacturer.

We have reviewed the parts purchases and services we have received in 2020 from these Companies or their Regional Vendor and have identified two (2) that exceed $50,000.00 in a calendar year.
Based on past purchasing history the following amounts are expected in 2021.

Summary of Sole Source Procurement Forms attached;

New Flyer Industries	$300,000.00
Cummins NP	$200,000.00

These sole source purchase have been reviewed and recommended by the finance committee.

RECOMMENDED MOTION: I/we move to approve the Sole Source in 2021 for Vendor Specific parts and service from New Flyer Industries and Cummins NP for the amounts listed.

Respectfully Submitted,

Jordan Smith
Transit Fleet and Facilities Manager

CITY OF Fargo	**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:

Cummins NP

Estimated Dollar Amount of Purchase:

$200,000

The project/service is required to:

Service and parts purchase for Cummins engines in Transit Buses.

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

Cummins is the original manufacturer of the engine and have the experience and tooling to service the Cummins engine. Cummins also works directly with the bus manufacturer for the application. Some parts relating to the Cummins enigne is only available from Cummins.

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

NA

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

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

NA

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

NA

Signature: Jordan Digitally signed by Jordan Date: 2020.11.24 09:04:31 -06'00'
(Requestor)

Printed Name: Jordan Smith

Department: Transit

Title: Fleet and Facilities Manager

Date: 11/30/2020

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

JMS **(Requestor initials)**

CITY OF Fargo	**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:

New Flyer --- The Aftermarket Parts Company, LLC (NFI Parts)

Estimated Dollar Amount of Purchase:

$300,000

The project/service is required to:

Purchase of parts for the repair and service of New Flyer buses.

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

NFI Parts is the parts supplier for New Flyer Industries. Fargo operates a transit fleet of 100% New Flyer buses. Some parts are manufacturer specific and only available from New Flyer.

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. **)

No other sources exist for New Flyer Specific parts.

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

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

NA

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

NA

Signature: Jordan Digitally signed by Jordan Date: 2020.11.24 09:05:40 -06'00'
(Requestor)

Printed Name: Jordan Smith

Department: Transit

Title: Fleet and Facilities Manager

Date: 11/30/2020

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

JMS **(Requestor initials)**

THE CITY OF Fargo
FAR MORE

Wastewater Treatment Plant
3400 North Broadway
Fargo, ND 58102
Office: 701.241.1454 | Fax: 701.241.8159
www.FargoND.gov

(20)

MEMORANDUM

To: Board of City Commissioners

From: Jim Hausauer, Wastewater Utility Director

Subject: Wastewater Utility Rates

Date: November 30th, 2020

Attached is a resolution setting the Wastewater utility rates for the 2021 budget year.

Recommended Motion:

Approve the resolution prescribing rates and charges for Wastewater utility rates for the 2021 calendar year

RESOLUTION PRESCRIBING RATES AND CHARGES FOR WASTEWATER UTILITY SERVICE

BE IT RESOLVED by the Board of City Commissioners of the City of Fargo, North Dakota, under and pursuant to the provisions of Section 17-1501 of the Fargo Municipal Code of the City of Fargo, as amended, the rates and charges stated in this resolution are established and shall be payable by the owners and occupants of all premises to which wastewater treatment service is furnished and made available by the municipal wastewater utility, effective January 1, 2021, and to be reflected in the statements for wastewater service prepared after that date.

1. **There shall be collected from each water meter connection to the municipal water works system installed at the residence location of single occupancy a monthly wastewater treatment charge of $19.00.**

2. **There shall be collected from each water meter connection to the municipal water works system installed in a residence location of dual or multiple occupancy a charge of $2.20 per 1,000 gallons of water registered by the meter each month, but not less than a charge of $19.00 each month.**

3. **There shall be collected from each water meter connection to the municipal water works system installed in a commercial location, a charge of $2.20 per 1,000 gallons of water registered by the meter in each month, but not less than a charge of $19.00 each month.**

4. **The term "residence location of single occupancy" included all premises which are occupied as a dwelling place by no more than a single family and are not divided into apartments. The term "apartment" includes each room, or group of rooms, occupied as a residence by one or more persons, with its own complete bath and sink. The term "residence location of dual or multiple occupancy" includes all premises divided into more than one apartment or occupied as a residence by more than one family. The term "commercial location" includes all premises not embraced within the foregoing definitions, and specifically all buildings owned or occupied by the City of Fargo and any other political subdivisions and any agencies of the state, county, or federal government.**

5. **The foregoing sums shall be computed on the basis of the water meter readings last made prior to the rendering of statements, except that when utility employees are unable to obtain access to a meter in any billing period, the proper amount the statement may be estimated, and proper adjustment made in the statement rendered next following a meter reading. Wastewater treatment charges shall be due and payable on or before the 10th day after date of billing. Statements shall be prepared for all premises and duplicate copies shall be due and payable as aforesaid, regardless of such mailing. Each wastewater treatment charge shall appear on and be collected as a part of the statement for water service and availability to the same premises by the water utility of the City of Fargo. Wastewater treatment charges not paid when due may be recovered by the City of Fargo in an action at law against the owner or occupant of the premises serviced, or against both jointly and severally.**

THE CITY OF Fargo FAR MORE

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

21

October 29, 2020

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

Subject: Sole Source Request – Gartner Refrigeration for Ammonia Storage System

Dear Commissioners:

Water Utility staff is seeking approval for a sole source with Gartner Refrigeration for a new ammonia storage system that improves redundancy. The Finance Committee approved this sole source request on June 29, 2020. This is Project WA2010 and funded through Infrastructure Sales Tax (Fund 450). Final system pricing is now available at $161,591 for this specialized equipment. Ammonia is a mission critical chemical for EPA regulatory compliance and important to local medical facilities. There are significant regulatory consequences associated with a loss of ammonia in treated drinking water. Water Utility staff did receive a price from a 2nd company of $264,850 since Finance Committee approval. This is higher cost and the company had no drinking water system experience. It was very difficult to find vendor competition for this system.

The project is to provide and install new pressurized ammonia receiver system with redundant receiver vessels. The new ammonia storage system would have all of the required safety equipment. The current system is original to the 1997 Water Treatment Plant (WTP). WTP personnel believe the current temporary backup system is not adequate, especially with the addition of West Fargo as a regional customer (capacity). Fargo WTP is unique in that there is a pressure ammonia system for the WTP. There are system advantages, but it is uncommon for WTPs in the region. Due to the critical nature of this system from a regulatory standpoint and lack of system redundancy, this project is recommended to be completed in early-2021.

For more information, please see the attached sole source request form. Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve sole source request with Gartner Refrigeration for a Redundant Ammonia Storage System in amount of $161,591.

CITY OF Fargo	**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:

Gartner Refrigeration, Inc.

Estimated Dollar Amount of Purchase:

$146,759

The project/service is required to:

Provide and install new pressurized ammonia receiver system with redundant receiver vessels. The new ammonia storage system would have all of the required safety equipment. The current system is original to the 1997 Water Treatment Plant (WTP). WTP personnel believe the current temporary backup system is not adequate, especially with the addition of West Fargo as a regional customer. Due to the critical nature of this system from a regulatory standpoint and lack of system redundancy, this project is recommended to be completed in 2020. Gartner Refrigeration is out of Plymouth, MN.

This project is recommended to be funded with Infrastructure Sales Tax (Fund 450) in the Renewal & Rehab budget line.

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

WTP personnel have done a thorough review of options for companies that could provide and install this system. Fargo WTP is unique in that there is a pressure ammonia system for the WTP. This is uncommon for WTPs in the region. The pressurized ammonia system allows for simpler ammonia feed equipment in the WTP. However, there is added WTP room monitoring in the event of an ammonia leak under pressure. When investigating companies to install new ammonia tank system, these are the results:

*Gartner Refrigeration, Inc. recommended by Red River Refrigeration, Inc. (no other options provided).
*Gartner Refrigeration, Inc. recommended by Hawkins Water Treatment Group (no other options provided).
*A company called Sigma (Denver, CO) installed original 1997 system. Sigma is out of business.
*Companies in North Carolina, California, and Pennsylvania were contacted, but none of them have experience in work at a Water Treatment Plant. Water treatment equipment and systems have standards specific to the drinking water industry.
*WTP staff have tried over several months to find options to have competition for doing this work. Due to the critical importance of the ammonia system, we believe the best option for the purchase and installation of new ammonia equipment is through Gartner Refrigeration, Inc.

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

WTP personnel have done a thorough review of options for companies that could provide and install this system. Fargo WTP is unique in that there is a pressure ammonia system for the WTP. This is uncommon for WTPs in the region. The pressurized ammonia system allows for simpler ammonia feed equipment in the WTP. However, there is added WTP room monitoring in the event of an ammonia leak under pressure. When investigating companies to install new ammonia tank system, these are the results:

*Gartner Refrigeration, Inc. recommended by Red River Refrigeration, Inc. (no other options provided).
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*WTP staff have tried over several months to find options to have competition for doing this work. Due to the critical importance of the ammonia system, we believe the best option for the purchase and installation of new ammonia equipment is through Gartner Refrigeration, Inc.)

****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)

WTP personnel have done a thorough review of options for companies that could provide and install this system. Fargo WTP is unique in that there is a pressure ammonia system for the WTP. This is uncommon for WTPs in the region. The pressurized ammonia system allows for simpler ammonia feed equipment in the WTP. However, there is added WTP room monitoring in the event of an ammonia leak under pressure. When investigating companies to install new ammonia tank system, these are the results:

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*A company called Sigma (Denver, CO) installed original 1997 system. Sigma is out of business.
*Companies in North Carolina, California, and Pennsylvania were contacted, but none of them have experience in work at a Water Treatment Plant. Water treatment equipment and systems have standards specific to the drinking water industry.
*WTP staff have tried over several months to find options to have competition for doing this work. Due to the critical importance of the ammonia system, we believe the best option for the purchase and installation of new ammonia equipment is through Gartner Refrigeration, Inc.

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

N/A

Signature: _____
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

Date: 6/24/20

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.

_____ **(Requestor initials)**

October 6th, 2020
Quotation No.: 0220-3474-3

City of Fargo Water Treatment Plant
435 14th Ave S
Fargo, ND 58103

Attn: Dan Portlock

Ref: Ammonia Receivers

Dear Dan;

Thank you for the opportunity to provide this proposal to provide and install two new ammonia receivers at your facility. I have also provided pricing for equipment only as well as an option to add load cells and switch to horizontal receivers if you prefer. This updated quote also includes a cost add for Rosemount control devices. There is not an in-kind replacement for the level float switches we are proposing to supply, therefore we will provide a Parker level switch as supplied in the base scope.

SCOPE OF WORK

- Provide and install two (2) 54" diameter, vertical ammonia receivers
  - 300 PSIG DWP, ASME Certified, with relief valves
  - Will provide about 6,000 lbs. of ammonia storage each
  - Mounted on steel base (estimated 14'L x 6'W x 14'T)
  - Piped in parallel and capable of being used together or individually
  - Supplied with two (2) 1.5" ammonia gas outlet connections, sized for future expansion.
  - Supplied with accessible ¾" ammonia fill and vent line
  - Each receiver will be supplied with one (1) 120 VAC high level alarm, one (1) 120 VAC low level alarm, one (1) 4-20mA level probe (24VDC Power required), one (1) 4-20mA pressure transducer, and visual level indicators
  - Painted white

- Provide and install two (2) 10kW, 480VAC heaters, one on each ammonia receiver
  - Heaters mounted in 400 PSIG DWP, ASME certified vessels, with relief valves
  - Heaters provided with over-temperature thermal well and temperature transducer

Total: $161,591.00

ITEMS INCLUDED

- Equipment under scope of work
- Piping, valves, and fittings to install equipment
- Crane to set the equipment

EXCLUDED

- electrical wiring
- demolition of existing ammonia receiver
- structural supports
- concrete housekeeping pads
- ammonia charge
- Sales Tax

Lead times are currently at 9-10 weeks

City of Fargo Net Price **$139,851**

~~Equipment Only:~~

City of Fargo Net Price **$78,158**

~~ADD Option #1:~~

~~Net Add for horizontal vessels in lieu of vertical ..... **$15,697**~~

~~This option is for (QTY 2) 60" diameter by 10' horizontal receivers mounted on a steel frame.~~

- ~~300 PSIG DWP, ASME Certified, with relief valves~~
- ~~Will provide about 5,000 lbs. of ammonia storage each.~~
- ~~Mounted on steel base (estimated 24' L x 8' x 10'T)~~

ADD Option #2:

Net Add for one (1) OMEGA LC402-10K load cell **$1,950/each**

Net Add for one (1) OMEGA JBOX-4800 Summing Box/Transmitter **$1,530/each**

- You will need (Qty 4) load cells and (QTY 1) Transmitter for the vertical receivers
- ~~You will need (QTY 6) load cells and (QTY 2) Transmitters for the horizontal receivers~~

ADD Option #3:

Net Add for Rosemount control devices..... **$12,410**

This option includes the following, all include digital display:

- (QTY 2) Rosemount guided wave radar liquid level transmitter in lieu of Danfoss
- (QTY 2) Rosemount Pressure Transmitter in lieu of Danfoss
- (QTY 2) Rosemount temperature transmitter, thermowell and sensor in lieu of Danfoss

All Prices are valid for 30 days from the date of the quote. All lead times are based on information at the time of the quotation. Subject to change.

Respectfully Submitted,

Ryan Sherry, PE Refrigeration Engineer
Gartner Refrigeration Inc.
E: RyanS@Gartner-Refrig.com | M: 651-253-8875

Terms & Conditions

1. Down Payment
   Purchaser shall pay a down payment of fifty percent (50%) of the total Purchase Price when Purchaser accepts this contract.
2. Invoice and Payment
   Equipment, material, supplies, and labor are invoiced on progress and shall become due in full 10 days from the date of invoice.
3. Past Due Charge
   All past due invoices will be subject to a service charge of one percent (1%) of the past due amount per month.
4. Service Charges and Possible Additional Charges
   Purchase Price Subject to Increase - The Purchase Price is subject to the price in effect at the time of delivery and any price increase in materials and equipment shall be added to the amount of this Contract.
5. Mutually agreed upon construction schedule.

This proposal is hereby accepted by _____ on (date) _____ under PO# _____. This proposal may be withdrawn if not accepted in 30 days.

SCOPE OF RESPONSIBILITIES

Refrigeration

includes refrigeration equipment, piping, valves, refrigerant, oil

Gartner will furnish the following:

- all equipment listed under Scope of Work
- one-year parts and labor warranty on above
- labor necessary to install

Purchaser will furnish the following:

- demolition/removal of existing equipment

Electrical

includes motor starters, wiring, controls

Gartner will furnish the following:

- equipment outlined under Scope of Work

Purchaser will furnish the following:

- all electrical power wiring
- all 120V control wiring
- all low voltage control wiring
- electrical demolition
- skilled and unskilled labor necessary to wire above items
- additional Gartner Supervision of Owner's/Purchaser's control, control wiring, and power wiring contractors

Site Utilities

includes jobsite trailers, electrical for welders, water, sanitation, lighting

Gartner will furnish the following:

- N/A

Purchaser will furnish the following:

- 120V GFI electrical power for hand tools
- interior lighting in work areas
- safe access to all work areas
- water and restroom access

Piping and Equipment Supports

includes pipe supports, condenser stands and catwalks, equipment pads

Gartner will furnish the following:

- steel base for equipment
- pipe supports and hangers for Gartner supplied piping

Purchaser will furnish the following:

- concrete equipment pads (if required)

Mechanical

includes water and drain lines, treatment systems, ventilation, pneumatic

Gartner will furnish the following:

- N/A

Purchaser will furnish the following:

- N/A

Roof and Wall Penetrations

includes cutting, patching, flashings

Gartner will furnish the following:

- N/A

Purchaser will furnish the following:

- N/A

General Conditions

warranty, startup, sales tax, pump outs, working hours, miscellaneous

Gartner will furnish the following:

- one-year parts and labor warranty on all Gartner supplied equipment
- prepaid freight to the jobsite
- startup of all new equipment supplied by Gartner
- straight time labor for all installation and startup

Purchaser will furnish the following:

- sales tax (if required)
- use tax and other taxes
- safe access to the roof throughout construction
- premium for all overtime labor
- epidemic rider – see attached

Documentation

design services, drawings, PSM, RMP

Gartner will furnish the following:

- complete refrigeration layout on AutoCAD
- (1) System manual and an electronic copy

Purchaser will furnish the following:

- plant layout drawings
- all other PSM and RMP services not included above

Epidemic Rider

Notwithstanding any provision(s) of this proposal or contract, if as a direct or indirect result of any virus, disease, contagion, or any other widespread communicable disease that causes disruption, including but not limited to COVID-19 or any other Epidemic or Pandemic (hereinafter collectively referred to as "Epidemic"), Contractor's work is delayed, disrupted, suspended or otherwise impacted by, among other things, (i) disruptions to material and/or equipment supply; (ii) illness of Contractor's workforce and/or unavailability of labor; (iii) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions and/or directives; (iv) Owner or Owner's Representative restrictions and/or directives; (v) fulfillment of Owner or Owner's Representative's contractual or legal health and safety obligations associated with an Epidemic; then Contractor shall be entitled to an equitable adjustment to the Contract Schedule and duration to account for such disruptions, suspensions, and impacts. Under such circumstances, Contractor shall not be liable for any liquidated, compensatory, consequential, special, and/or indirect damages incurred by the Owner or Owner's Representative resulting from such delays.

To the extent any of the causes identified above result in an increase in the price of labor, material, or equipment used in the performance of this Proposal or Contract, the Contractor shall be entitled to an equitable adjustment to the Proposal and Contract price for such increases. Any such equitable price increases to labor, material or equipment shall be provided by way of a Change Order to the Proposal or Contract.

This language shall take precedence over any conflicting language in the Contract Documents. Rev. 0 7.31.2020

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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-20-C1 Type: Change Order #4

Location: 3 Ave N – Univ Dr to 10 St, 11 St – 2 Ave N to 4 Ave N, 12 St – 3 Ave N to 4 Ave N

Date of Hearing: 11/23/2020

Routing	Date
City Commission	11/30/2020
PWPEC File	X
Project File	Scott Olson

The Committee reviewed the accompanying correspondence from Project Manager, Scott Olson, regarding Change Order #4 in the amount of $23,577.85 for additional work.

Staff is recommending approval of Change Order #4 in the amount of $23,577.85, bringing the total contract amount to $2,523,425.29.

On a motion by Bruce Grubb, seconded by Kent Costin, the Committee voted to recommend approval of Change Order #4 to KPH.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of $23,577.85, bringing the total contract amount to $2,523,425.29 to KPH.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: State, Utility, Sales Tax & Special Assessments

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

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

ATTEST:

Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

Memorandum

To: Members of PWPEC

From: Scott Olson, Project Engineer

Date: November 19, 2020

Re: BR-20-C1 – Change Order # 4

Background:

Improvement District #BR-20-C1 is for replacement of the water main, sanitary sewer, street reconstruction and incidentals on 3rd Avenue North from University Drive to 10th Street, 11th Street North from 2nd Avenue North to 4th Avenue North, and 12th Street North from 3rd Avenue North to 4th Avenue North.

KPH is the prime contractor for Improvement District #BR-20-C1.

Impression Concrete at Intersection of 2nd Ave N and 11th St.

The original plans called for grass to be installed in the northwest intersection of 2nd Avenue North and 11th Street. Upon discussions with the property owner it was found this small section has had issues with truck traffic and track-over on the boulevard making it hard to maintain grass. It was determined that the City typical stamped concrete for downtown should be used here rather than planting grass.

The cost to install 32 square yards of 6-inch stamped concrete is $5,280 and removed from the seeding quantity.

Disposal Charge for Contaminated Soils

During removal of existing sanitary sewer piping approximately 250 cubic yards of questionable soil was encountered. Upon testing it was determined this soil was mildly contaminated and needed to be disposed of at the Fargo Landfill. KPH is requesting the City cover the landfill fees incurred by KPH for disposal

The cost for disposal fees is $4,741.57.

Foundation Rock beneath New Sanitary Sewer Main

Areas where contaminated soils were removed remained quite wet and unstable below the sanitary sewer main. KPH installed foundation rock beneath approximately 125 feet of pipe under the City direction.

The cost to install foundation rock is $1,347.96.

Asphalt Patch at Arc Attic Treasures

To remove and replace the sidewalk adjacent to the Arc Attic Treasures parking lot a portion of the existing asphalt needed to be removed to allow for adequate spacing. There was not a bid item to complete this work to parking lot quality so KPH is requesting the City cost-share this patch. The patch is approximately 67 square yards, Engineering is recommending using the average unit price for bid item "Repair Pavement – Patch Asph" of $57.80/SY.

The cost to complete the patch is $7,900 as shown on the Advanced Striping & Sealcoating invoice. The City's obligation would be $3,872.60.

Material Payment for Unused Wye

While installing the sanitary sewer main it was determined that a sanitary service line originally included in the plans was no longer active. The wye pipe used on the project is a specially made 36"x8" wye and cannot be re-stocked with the manufacturer. KPH is requesting the City pay for this wye and retain it for potential future use.
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The cost for the wye including tax is $4,540.86.

Upsizing Sanitary Sewer Manholes

To accommodate the large sanitary sewer main (36") sanitary manholes ST-2, ST-3 and ST-4 needed to be upsized from 60" to 72" diameter. KPH is requesting the City compensate them for the additional material cost (without markup) along with crediting the original bid item for each structure.

The material cost to increase these three manholes from 60" to 72" is $3,794.86.

Recommended Motion:

Approve the described Change Order #4 for a total of $23,577.85 adjusting the contract amount to $2,523,425.29.

Attachment

C: Thomas Knakmuhs

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Improvement District No	BR-20-C1	**Change Order No**	4
Project Name	Sanitary Sewer, Water Main, Storm Sewer, Street Reconstruction & Incidentals		
Date Entered	11/18/2020	**For**	KPH, Inc.

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

THE CITY OF Fargo CAN MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

EXPLANATION OF CHANGE: Additional Items Added Throughout Construction

Impression Concrete at Intersection of 2nd Ave N and 11th St.

The original plans called for grass to be installed in the northwest intersection of 2nd Ave N and 11th St. Upon discussions with the property owner it was found this small section has had issues with truck traffic and track-over on the boulevard making it hard to maintain grass. It was determined that the City typical stamped concrete for downtown should be used here rather than planting grass.

The cost to install 32 square yards of 6-inch stamped concrete is $5,280 and removed from the seeding quantity.

Disposal Charge for Contaminated Soils

During removal of existing sanitary sewer piping approximately 250 cubic yards of questionable soil was encountered. Upon testing it was determined this soil was mildly contaminated and needed to be disposed of at the Fargo Landfill. KPH is requesting the City cover the landfill fees incurred by KPH for disposal

The cost for disposal fees is $4,741.57

Foundation Rock Beneath New Sanitary Sewer Main

Areas where contaminated soils were removed remained quite wet and unstable below the sanitary sewer main. KPH installed foundation rock beneath approximately 125 feet of pipe under the City direction.

The cost to Install foundation rock is $1,347.96

Asphalt Patch at Arc Attic Treasures

To remove and replace the sidewalk adjacent to the Arc Attic Treasures parking lot a portion of the existing asphalt needed to be removed to allow for adequate spacing. There was not a bid item to complete this work to parking lot quality so KPH is requesting the City cost-share this patch. The patch is approximately 67 square yards, Engineering is recommending using the average unit price for asphalt patching of $57.80/SY.

The cost to complete the patch is $7,900 as shown on the Advanced Striping & Sealcoating invoice. The City's obligation would be $3,872.60.

Material Payment for Unused Wye

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The cost for the wye including tax is $4,540.86.

Upsizing Sanitary Sewer Manholes

To accommodate the large sanitary sewer main (36") sanitary manholes ST-2, ST-3 and ST-4 needed to be upsized from 60" to 72" diameter. KPH is requesting the City compensate them for the additional material cost (without markup) along with crediting the original bid item for each structure.

The material cost to increase these three manholes from 60" to 72" is $3,794.86.

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	93	Extra - SanitarySewer	LS	0.00	0.00	0.00	1.00	1.00	3,794.86	3,794.86
	94	Extra - SanitarySewer	LS	0.00	0.00	0.00	1.00	1.00	4,540.86	4,540.86
	96	Extra - SanitarySewer	LS	0.00	0.00	0.00	1.00	1.00	1,347.96	1,347.96

THE CITY OF Fargo FAR MORE

CITY OF FARGO
ENGINEERING DEPARTMENT
CHANGE ORDER REPORT

Sanitary Sewer	97	Extra - SanitarySewer	LS	0.00	0.00	0.00	1.00	1.00	4,741.57	4,741.57
									Sanitary Sewer Sub Total ($)	14,425.25
Paving	95	Repair Pavement - Patch Asph	SY	0.00	0.00	0.00	67.00	67.00	57.80	3,872.60
	98	F&I Impressioned 6" Thick Reinf Conc	SY	0.00	0.00	0.00	32.00	32.00	165.00	5,280.00
									Paving Sub Total ($)	9,152.60

Summary

Source Of Funding	Special Assessments
Net Amount Change Order # 4 ($)	23,577.85
Previous Change Orders ($)	7,832.79
Original Contract Amount ($)	2,492,014.65
Total Contract Amount ($)	2,523,425.29

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

CONTRACT TIME

Current Substantial Completion Date	Current Final Completion Date	Additional Days Substantial Completion	Additional Days Final Completion	New Substantial Completion Date	New Final Completion Date
09/18/2020	10/08/2020	0.00	0.00	09/18/2020	10/08/2020

Description

APPROVED

For Contractor

Title Proj. Manager KPH, Inc.

APPROVED DATE

Department Head 11-24-2020

Mayor

Attest

THE CITY OF Fargo FAR MORE

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Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

November 19, 2020

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

Re: Permanent Easement (Street and Utility)
Improvement District #BN-20-L1

Dear Commissioners:

Accompanying for the City Commission review and approval is a permanent street and utility easement document from Sanford North in association with Improvement District #BN-20-L1.

Future platted street right of way for 38th Street South,
63rd Avenue South and 37th Street South.

RECOMMENDED MOTION:
Approve the execution of the enclosed permanent street and utility easement in association with Improvement District #BN-20-L1.

Please return a copy of the signed permanent easement.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Jason Leonard
Brenda Derrig
Nancy J. Morris

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **SANFORD NORTH**, a North Dakota nonprofit corporation, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

A tract of land in the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, Cass County, North Dakota more particularly described as follows:

Commencing at the southwest corner of said Southeast Quarter; thence North 02°05'48" West, along the west line of said Southeast Quarter, a distance of 100.00 feet to a point on a line lying 100.00 feet, as measured at a right angle, northerly of and parallel with the south line of said Southeast Quarter; thence North 87°56'15" East, parallel with said south line, a distance of 444.10 feet to the point of beginning; thence North 01°53'07" West a distance of 399.73 feet; thence 85.58 feet along a tangential curve to the right having a central angle of 7°46'58", a radius of 630.00 feet, a chord length of 85.51 feet and a chord bearing of North 02°00'23" East; thence 90.50 feet along a non-tangential curve to the right having a central angle of 34°34'01", a radius of 150.00 feet, a chord length of 89.13 feet and a chord bearing of North 34°48'42" West; thence South 87°56'17" West a distance of 403.52 feet to a point on the west line of said Southeast Quarter; thence North 02°05'48" West, along said west line, a distance of 80.00 feet; thence North 87°56'17" East a distance of 403.57 feet; thence 197.89 feet along a non-tangential curve to the right having a central angle of 75°35'15", a radius of 150.00 feet, a chord length of 183.85 feet and a chord bearing of North 51°11'52" East; thence North 27°12'16" East a distance of 1294.57 feet; thence 253.85 feet along a tangential curve to the left having a central angle of 29°05'22", a radius of 500.00 feet, a chord length of 251.14 feet and a chord bearing of North 12°39'35" East; thence North 01°53'07" West a distance of 401.04 feet to the southwest

corner of 38 ST S as dedicated by MAPLEWOOD ESTATES ADDITION to the City of Fargo on file at the Cass County Recorder's Office as document 1441139; thence North 88°26'59" East a distance of 130.01 feet to the southeast corner of said 38 ST S; thence South 01°53'02" East a distance of 400.27 feet; thence 319.86 feet along a non-tangential curve to the right having a central angle of 29°05'22", a radius of 630.00 feet, a chord length of 316.43 feet and a chord bearing of South 12°39'35" West; thence South 27°12'16" West, tangent to the preceding curve, a distance of 1288.87 feet; thence 57.78 feet along a non-tangential curve to the right having a central angle of 22°04'09", a radius of 150.00 feet, a chord length of 57.42 feet and a chord bearing of South 28°33'46" East; thence North 87°56'17" East a distance of 744.81 feet; thence South 02°03'43" East a distance of 188.07 feet; thence 63.59 feet along a tangential curve to the right having a central angle of 12°33'51", a radius of 290.00 feet, a chord length of 63.46 feet and a chord bearing of South 04°13'12" West; thence South 10°30'07" West a distance of 316.50 feet; thence 45.98 feet along a tangential curve to the left having a central angle of 12°32'39", a radius of 210.00 feet, a chord length of 45.88 feet and a chord bearing of South 04°13'48" West; thence South 02°02'31" East a distance of 34.30 feet to a point on said line lying 100.00 feet, as measured at a right angle, northerly of and parallel with the south line of said Southeast Quarter; thence South 87°56'15" West, parallel with said south line, a distance of 80.00 feet; thence North 02°02'31" West a distance of 34.32 feet; thence 63.49 feet along a tangential curve to the right having a central angle of 12°32'39", a radius of 290.00 feet, a chord length of 63.36 feet and a chord bearing of North 04°13'48" East; thence North 10°30'07" East a distance of 316.50 feet; thence 46.05 feet along a tangential curve to the left having a central angle of 12°33'51", a radius of 210.00 feet, a chord length of 45.96 feet and a chord bearing of North 04°13'12" East; thence North 02°03'43" West a distance of 108.07 feet; thence South 87°56'17" West a distance of 664.81 feet; thence 164.26 feet along a non-tangential curve to the right having a central angle of 62°44'32", a radius of 150.00 feet, a chord length of 156.17 feet and a chord bearing of South 44°46'30" West; thence 53.94 feet along a non-tangential curve to the left having a central angle of 6°10'51", a radius of 500.00 feet, a chord length of 53.91 feet and a chord bearing of South 01°12'19" West; thence South 01°53'07" East, tangent to the preceding curve, a distance of 399.32 feet to a point on said line lying 100.00 feet, as measured at a right angle, northerly of and parallel with the south line of said Southeast Quarter; thence South 87°56'15" West, parallel with said south line, a distance of 130.00 feet to the point of beginning.

Said easement area contains 523,127 Square Feet, more or less, and is subject to any easements or rights of way previously recorded. Bearings based on the City of Fargo ground control system.

Grantor, their successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts reasonably necessary or convenient to carry into effect the purpose for which the grant is made.

Grantee agrees to not install any above ground power lines within the Easement Area.

Grantor, their successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same,

in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter and plant grasses or other vegetation to match the surrounding areas, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

Grantee shall remain responsible for any environmental and contamination risks associated with its use of the Easement Area or the discovery of any archaeological remains uncovered during Grantee's use of the Easement Area.

To the extent permitted by law, Grantee shall indemnify the Grantor from any and all claims, demands, losses, damages, liabilities and expenses of all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to: (a) Grantee's use of the Easement Area by it, its employees, agents, invitees and contractors, and the general public; and (b) the negligence or intentional misconduct of Grantee or Grantee's employees, agents, invitees, contractors, and the general public.

Grantee will pay for any and all labor, services, materials, or supplies or equipment furnished or alleged to have been furnished to Grantee within or on the Easement Area and shall not permit any claim, lien, or other encumbrance thereon.

Grantee shall employ reasonable measures to minimize light, dust, noise, and vibration which may affect the operations of Grantor.

Grantor makes no representations as to the location of any existing easements, crossings, or other rights within the Easement Area. Grantor agrees it is required to locate the same and obtain any consents required for the Grantor's use thereof.

(Signatures on the Following Page)

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 6 day of November, 2020.

GRANTOR:
SANFORD NORTH

By: Bill Marlette

Its: CFO/Treasurer

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF MINNEHAHA)

On this 6 day of November, 2020, before me, a notary public in and for said county and state, personally appeared BILL MARLETTE, to me known to be the TREASURER AND CFO of **SANFORD NORTH** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Machell Mettler
Notary Public
Minnehaha County, South Dakota
My Commission Expires: 1-27-2021

(SEAL)

MACHELL METTLER
Seal
Notary Public
South Dakota

GRANTEE:
CITY OF FARGO, A NORTH DAKOTA MUNICIPAL CORPORATION

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

ATTEST

_____
Steve Sprague, City Auditor

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

On this_____day of_____, 2020, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND
My Commission expires:

(SEAL)

The legal description was prepared by:
City of Fargo Engineering
225 4th Street North
Fargo, ND 58102
(701) 241-1545

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

(25)

November 19, 2020

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

Re: Purchase Agreement – ROW
Improvement District #BN-21-A1

Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Purchase Agreement document for the acquisition of Highway Interchange Right-of-Way along with a permanent street and utility easement and a temporary construction easement in association with Improvement District #BN-21-A1. 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 the purchase of Highway Interchange Right-of-Way from Sanford North along with a permanent street and utility easement and a temporary construction easement in association with Improvement District #BN-21-A1.

Please return a copy of the signed purchase agreement and the original easements.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Brenda Derrig
Nancy J. Morris

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT, made and entered into by and between **SANFORD NORTH,** a North Dakota nonprofit corporation, hereinafter "Seller", and **CITY OF FARGO**, a North Dakota municipal corporation, hereinafter "Buyer", on the latest date of signature as set forth below.

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

> A permanent right of way located in the un-platted portion of the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described more particularly as follows:
>
> Commencing at the southeast corner of said Section 3; thence South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 33.00 feet; thence North 02 degrees 00 minutes 57 seconds West, perpendicular to said south line, a distance of 100.00 feet to the Point of Beginning; thence South 87 degrees 56 minutes 22 seconds West along a line parallel with and 100-foot distant northerly of the south line of said Southeast Quarter, a distance of 1046.70 feet; thence North 81 degrees 56 minutes 33 seconds East, a distance of 405.48 feet; thence North 28 degrees 04 minutes 58 seconds East, a distance of 1283.12 feet to a point on the statutory right of way easement line of said Southeast Quarter; thence South 02 degrees 00 minutes 57 seconds East, along the statutory right of way easement line of said Southeast Quarter, a distance of 1151.97 feet to the Point of Beginning.

Hereinafter, the "Property."

Said Property is shown as the shaded area on "Exhibit A" and contains 392,800 square feet, more or less, and is subject to any easements or rights of way previously recorded.

WHEREAS, Owner desires to sell, and the Buyer intends to purchase the Property solely for Highway Interchange Right of Way; 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 Property herein described, consisting of 392,800 square feet, more or less.

2. Agreement to Convey, Purchase Price and Payment Terms. Seller agrees to sell and convey and Buyer agrees to buy the Property for the purchase price of **Three Hundred Sixty Thousand, Seven Hundred and Five Dollars ($360,705)**, payable by check at Closing (defined below).

3. Payment of Purchase Price. The Purchase Price shall be paid in full at Closing, which will occur as soon as necessary title work has been completed.

4. Abstract. Seller shall furnish Buyer an abstract of title to the 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). Buyer 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 ofClosing.

6. Closing Date and Transfer of Possession. Closing shall take place as soon as practicable, but not later than May 1, 2021. Buyer shall take possession of the real estate on the day of Closing.

7. Conveyance by Warranty Deed. Seller will convey the Property by warranty deed.

8. Real Estate Commissions. Each party represents that it has not used a real estate agent and is not obligated to pay a commission to any party on this sale. If either party has created an obligation with a real estate agent, that party will be obligated to pay the real estate agent the commission due.

9. Disclaimer. Buyer acknowledges and agrees that Seller has not made, does not make and specifically negates and disclaims any representations, warranties, covenants, promises, agreements or guaranties of any kind, or character whatsoever, whether express or implied, oral or written, past, present, or future, of, as to, concerning or with respect to (a) the value, nature, quality or condition of the Property, including, without limitation, the water (including groundwater), soil and geology, (b) the suitability of the Property for any and all activities and uses which Buyer may conduct thereon, (c) the compliance of or by the Property of its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (d) the existence or non-existence of any jurisdictional wetlands in or on the Land, (e) the availability of or the capacity of any public utilities to serve the Property, (f) the location of the Property relative to any flood zones, or (g) any other matter with respect to the Property, and specifically, that Seller has not made, does not make and specifically disclaims any representations regarding compliance with any environmental protection, pollution or land use laws, rules, regulations, orders or requirements, including the existence in or on the Property of Hazardous Substances. Buyer further acknowledges and agrees that Buyer has obtained, or shall obtain, certain inspection reports, surveys or other information from its consultants, agents,

independent contractors and representatives as required or permitted in this Purchase Agreement prior to Closing, and Buyer is relying solely on these reports, and Buyer's own investigation of the Property.

10. Counterparts. This Purchase Agreement may be executed in counterparts, each of which shall be binding and enforceable. All counterparts collectively constitute a single agreement.

11. Entire Agreement. This Purchase Agreement contains all of the agreements between the parties hereto, and it may not be modified in any manner other than by agreement in writing signed by all the parties hereto or their successors in interest.

12. Governing Law. All questions concerning the validity or intention of this Purchase Agreement shall be resolved under the laws of the state of North Dakota, Cass County.

13. Exhibits. All exhibits attached to this Purchase Agreement are incorporated herein by reference.

(Signatures on following page.)

Dated this 6 day of November, 2020.

SELLER:

SANFORD NORTH, a North Dakota nonprofit

By: Bill Marlett

Its: CFO/Treasurer

Dated this___day of_____, 2020.

BUYER:

City of Fargo, a North Dakota municipal corporation

_____

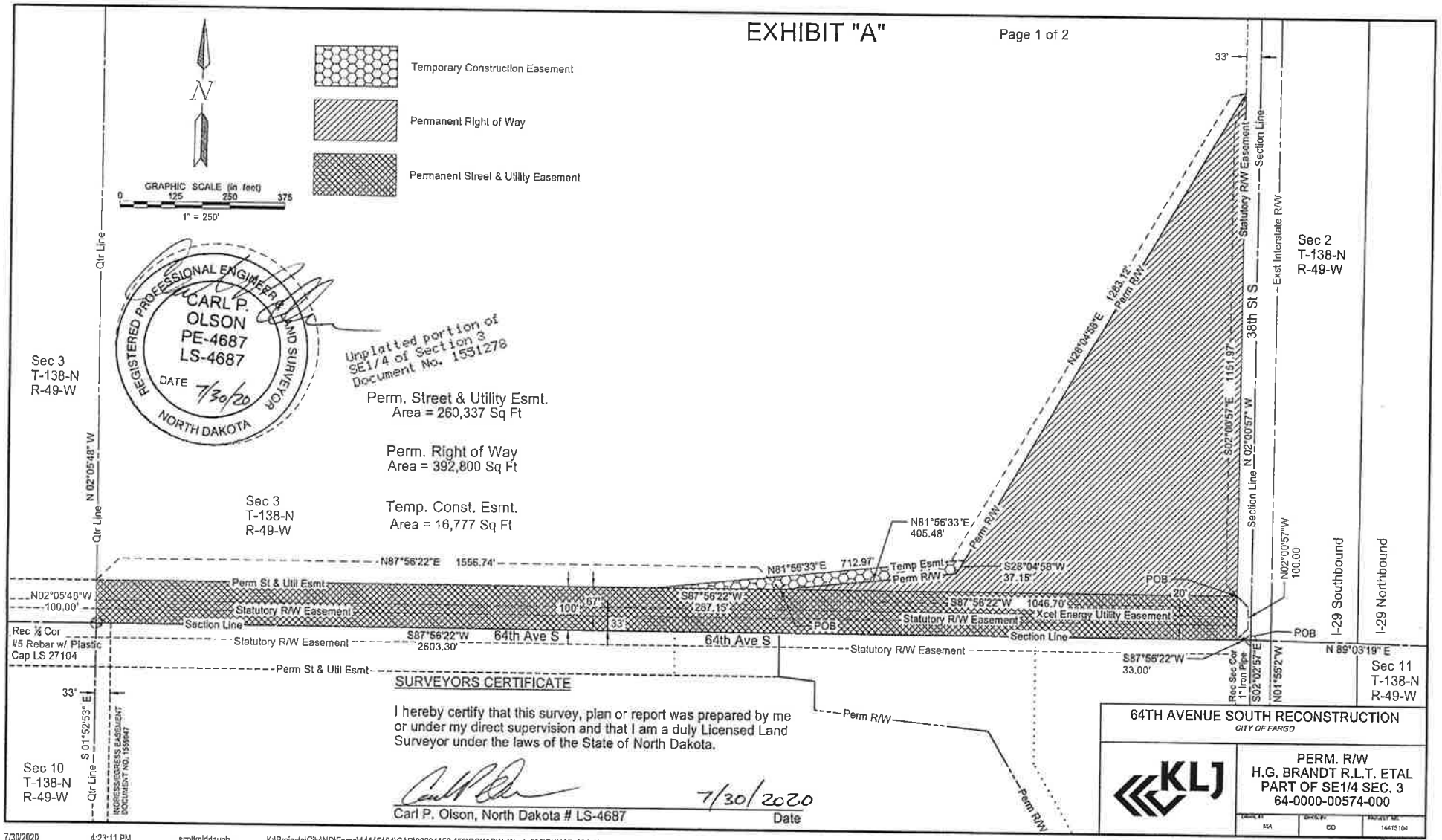
Dr. Timothy J. Mahoney, M.D., Mayor

ATTEST

_____

Steve Sprague, City Auditor

EXHIBIT "A"



SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

Carl P. Olson, North Dakota # LS-4687 — Date: 7/30/2020

64TH AVENUE SOUTH RECONSTRUCTION
CITY OF FARGO

KLJ

PERM. R/W
H.G. BRANDT R.L.T. ETAL
PART OF SE1/4 SEC. 3
64-0000-00574-000

DRAWN BY	CHECKED BY	PROJECT NO.
MA	CO	14415104

© KLJ 2020

7/30/2020 4:23:11 PM scottmiddaugh K:\Projects\City\ND\Fargo\14415104\CAD\80984156.153\ROW\RW_WestofI29\RW195_001_UnplattedSE4Section3.dgn

EXHIBIT "A"

Unplatted SE ¼ 3-138-49

Permanent Street and Utility Easement

A 100-foot wide permanent street and utility easement located in the un-platted portion of the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described more particularly as follows:

Commencing at the southeast corner of said Section 3; thence South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 33.00 feet to the Point of Beginning; thence continue South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 2603.30 feet to the southwest corner of said Southeast Quarter; thence North 02 degrees 05 minutes 48 seconds West, along the west line of said Southeast Quarter, a distance of 100.00 feet; thence North 87 degrees 56 minutes 22 seconds East, along a line parallel with and 100-foot distant northerly of the south line of said Southeast Quarter, a distance of 2603.44 feet to a point on the statutory right of way easement line; thence South 02 degrees 00 minutes 57 seconds East along the statutory right of way easement line, a distance of 100.00 feet to the Point of Beginning.

Said easement area is shown as the shaded area on "Exhibit A" and contains 260,337 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Carl P. Olson, ND LS-4687, KLJ 3203 32" Avenue South, Suite 201, Fargo, ND 58103.

Temporary Construction Easement

A portion of the un-platted area in the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota described as follows:

Commencing at the southeast corner of said Section 3; thence South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 33.00 feet; thence North 02 degrees 00 minutes 57 seconds West a distance of 100.00 feet; thence South 87 degrees 56 minutes 22 seconds West a distance of 1046.70 feet to the Point of Beginning; thence continue South 87 degrees 56 minutes 22 seconds West, along a line parallel with and 100-foot distant northerly of said south line, a distance of 287.15 feet; thence North 81 degrees 56 minutes 33 seconds East, a distance of 712.97 feet; thence South 28 degrees 04 minutes 58 seconds West, a distance of 37.15 feet; thence South 81 degrees 56 minutes 33 seconds West, a distance of 405.48 feet to the Point of Beginning.

Said easement area is shown as the shaded area on "Exhibit A" and contains 16,777 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Carl P. Olson, ND LS-4687, KLJ 3203 32" Avenue South, Suite 201, Fargo, ND 58103.

Permanent Right of Way

A permanent right of way located in the un-platted portion of the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described more particularly as follows:

Commencing at the southeast corner of said Section 3; thence South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 33.00 feet; thence North 02 degrees 00 minutes 57 seconds West, perpendicular to said south line, a distance of 100.00 feet to the Point of Beginning; thence South 87 degrees 56 minutes 22 seconds West along a line parallel with and 100-foot distant northerly of the south line of said Southeast Quarter, a distance of 1046.70 feet; thence North 81 degrees 56 minutes 33 seconds East, a distance of 405.48 feet; thence North 28 degrees 04 minutes 58 seconds East, a distance of 1283.12 feet to a point on the statutory right of way easement line of said Southeast Quarter; thence South 02 degrees 00 minutes 57 seconds East, along the statutory right of way easement line of said Southeast Quarter, a distance of 1151.97 feet to the Point of Beginning.

Said easement area is shown as the shaded area on "Exhibit A" and contains 392,800 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Carl P. Olson, ND LS-4687, KLJ 3203 32" Avenue South, Suite 201, Fargo, ND 58103.

REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR
CARL P. OLSON
PE-4687
LS-4687
DATE 7/30/20
NORTH DAKOTA

SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

Carl P. Olson, North Dakota # LS-4687 — Date 7/30/2020

64TH AVENUE SOUTH RECONSTRUCTION
CITY OF FARGO

KLJ

PERM. R/W
H.G. BRANDT R.L.T. ETAL
PART OF SE1/4 SEC. 3
64-0000-00574-000

DRAWN BY	CHKD BY	PROJECT NO.
MA	CO	14415104

© KLJ 2020

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that **SANFORD NORTH,** a North Dakota nonprofit corporation, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

> A 100-foot wide permanent street and utility easement located in the un-platted portion of the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described more particularly as follows:
>
> Commencing at the southeast corner of said Section 3; thence South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 33.00 feet to the Point of Beginning; thence continue South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 2603.30 feet to the southwest corner of said Southeast Quarter; thence North 02 degrees 05 minutes 48 seconds West, along the west line of said Southeast Quarter, a distance of 100.00 feet; thence North 87 degrees 56 minutes 22 seconds East, along a line parallel with and 100-foot distant northerly of the south line of said Southeast Quarter, a distance of 2603.44 feet to a point on the statutory right of way easement line; thence South 02 degrees 00 minutes 57 seconds East along the statutory right of way easement line, a distance of 100.00 feet to the Point of Beginning.
>
> Said easement area (the "Easement Area") is shown as the shaded area on "Exhibit A" and contains 260,337 square feet, more or less, and is subject to any easements or rights of way previously recorded.

Said property is pictorially represented on an Easement Plat attached hereto and incorporated herein by reference as Exhibit "A".

Grantor, their successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when reasonably necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantee agrees to not install any above ground power lines within the Easement Area.

Grantor, their successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter and plant grasses or other vegetation to match the surrounding areas, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

Grantee shall remain responsible for any environmental and contamination risks associated with its use of the Easement Area or the discovery of any archaeological remains uncovered during Grantee's use of the Easement Area.

To the extent permitted by law, Grantee shall indemnify the Grantor from any and all claims, demands, losses, damages, liabilities and expenses of all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to: (a) Grantee's use of the Easement Area by it, its employees, agents, invitees and contractors, and the general public; and (b) the negligence or intentional misconduct of Grantee or Grantee's employees, agents, invitees, contractors, and the general public.

Grantee will pay for any and all labor, services, materials, or supplies or equipment furnished or alleged to have been furnished to Grantee within or on the Easement Area and shall not permit any claim, lien, or other encumbrance thereon.

Grantee shall employ reasonable measures to minimize light, dust, noise, and vibration which may affect the operations of Grantor.

Grantor makes no representations as to the location of any existing easements, crossings, or other rights within the Easement Area. Grantor agrees it is required to locate the same and obtain any consents required for the Grantor's use thereof.

(Signatures on the Following Page)

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 6 day of November, 2020.

GRANTOR:
SANFORD NORTH

By: Bill Marlette

Its: CFO/Treasurer

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF MINNEHAHA)

On this 6 day of November 2020, before me, a notary public in and for said county and state, personally appeared BILL MARLETTE, to me known to be the TREASURER of **SANFORD NORTH** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

MACHELL METTLER
Seal
Notary Public
South Dakota

Machell Mettler
Notary Public
Minnehaha County, South Dakota
My Commission Expires: 1-27-2021

GRANTEE:
CITY OF FARGO, A NORTH DAKOTA MUNICIPAL CORPORATION

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

ATTEST

_____
Steve Sprague, City Auditor

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

On this_____day of_____, 2020, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND
My Commission expires:

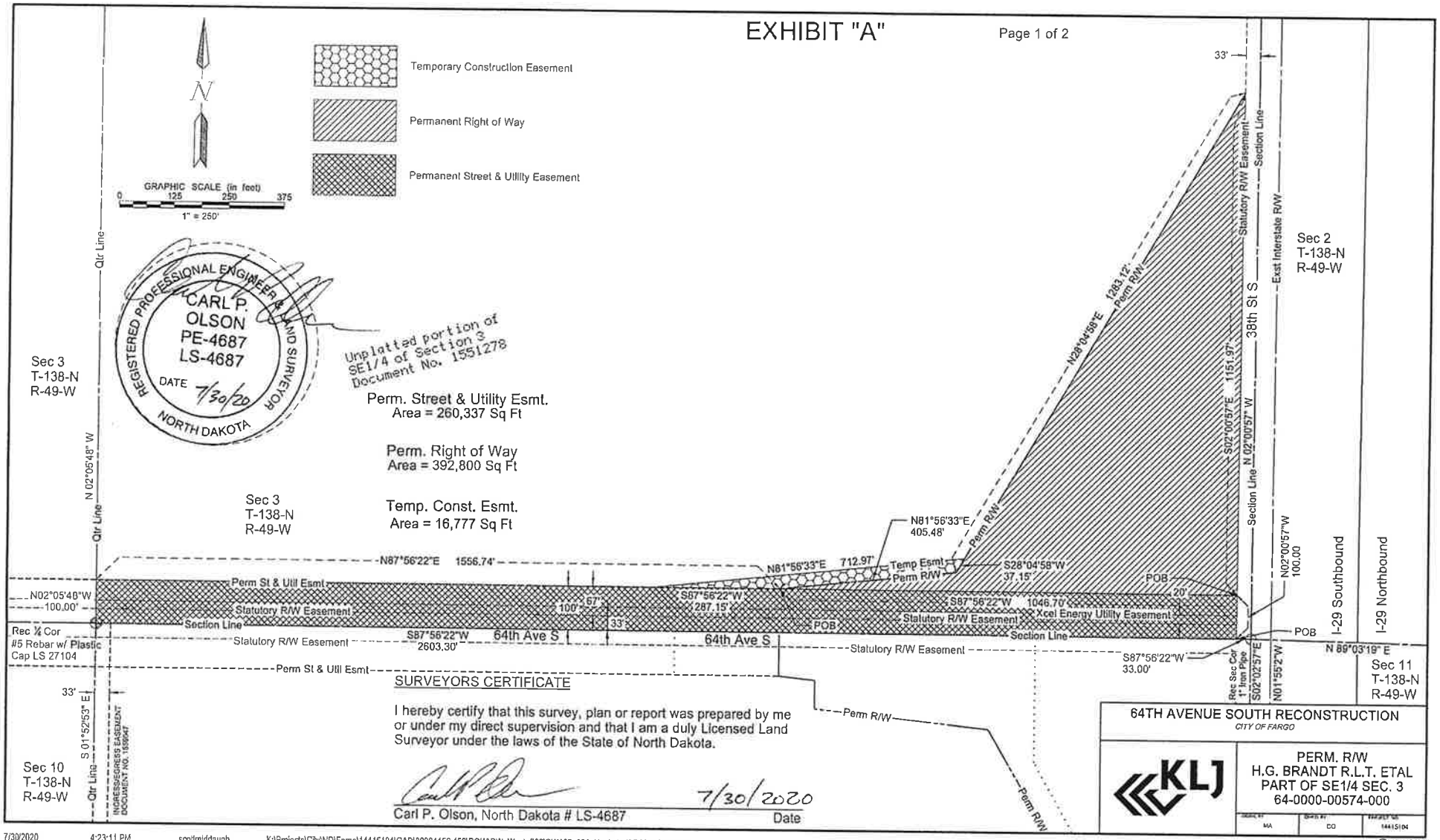
(SEAL)

The legal description was prepared by:
Carl P. Olson, ND LS-4687, KLJ
3203 32nd Avenue South, Suite 201
Fargo, ND 58103

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
701-280-1901
nmorris@lawfargo.com

EXHIBIT "A"

Page 1 of 2



SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

Carl P. Olson, North Dakota # LS-4687 — Date: 7/30/2020

7/30/2020 4:23:11 PM scottmiddaugh K:\Projects\City\ND\Fargo\14415104\CAD\80984156.153\ROW\RW_Westof129\RW195_001_UnplattedSE4Section3.dgn

EXHIBIT "A"

Unplatted SE ¼ 3-138-49

Permanent Street and Utility Easement

A 100-foot wide permanent street and utility easement located in the un-platted portion of the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described more particularly as follows:

Commencing at the southeast corner of said Section 3; thence South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 33.00 feet to the Point of Beginning; thence continue South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 2603.30 feet to the southwest corner of said Southeast Quarter; thence North 02 degrees 05 minutes 48 seconds West, along the west line of said Southeast Quarter, a distance of 100.00 feet; thence North 87 degrees 56 minutes 22 seconds East, along a line parallel with and 100-foot distant northerly of the south line of said Southeast Quarter, a distance of 2603.44 feet to a point on the statutory right of way easement line; thence South 02 degrees 00 minutes 57 seconds East along the statutory right of way easement line, a distance of 100.00 feet to the Point of Beginning.

Said easement area is shown as the shaded area on "Exhibit A" and contains 260,337 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Carl P. Olson, ND LS-4687, KLJ 3203 32nd Avenue South, Suite 201, Fargo, ND 58103.

Temporary Construction Easement

A portion of the un-platted area in the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota described as follows:

Commencing at the southeast corner of said Section 3; thence South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 33.00 feet; thence North 02 degrees 00 minutes 57 seconds West a distance of 100.00 feet; thence South 87 degrees 56 minutes 22 seconds West a distance of 1046.70 feet to the Point of Beginning; thence continue South 87 degrees 56 minutes 22 seconds West, along a line parallel with and 100-foot distant northerly of said south line, a distance of 287.15 feet; thence North 81 degrees 56 minutes 33 seconds East, a distance of 712.97 feet; thence South 28 degrees 04 minutes 58 seconds West, a distance of 37.15 feet; thence South 81 degrees 56 minutes 33 seconds West, a distance of 405.48 feet to the Point of Beginning.

Said easement area is shown as the shaded area on "Exhibit A" and contains 16,777 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Carl P. Olson, ND LS-4687, KLJ 3203 32nd Avenue South, Suite 201, Fargo, ND 58103.

Permanent Right of Way

A permanent right of way located in the un-platted portion of the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described more particularly as follows:

Commencing at the southeast corner of said Section 3; thence South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 33.00 feet; thence North 02 degrees 00 minutes 57 seconds West, perpendicular to said south line, a distance of 100.00 feet to the Point of Beginning; thence South 87 degrees 56 minutes 22 seconds West along a line parallel with and 100-foot distant northerly of the south line of said Southeast Quarter, a distance of 1046.70 feet; thence North 81 degrees 56 minutes 33 seconds East, a distance of 405.48 feet; thence North 28 degrees 04 minutes 58 seconds East, a distance of 1283.12 feet to a point on the statutory right of way easement line of said Southeast Quarter; thence South 02 degrees 00 minutes 57 seconds East, along the statutory right of way easement line of said Southeast Quarter, a distance of 1151.97 feet to the Point of Beginning.

Said easement area is shown as the shaded area on "Exhibit A" and contains 392,800 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Carl P. Olson, ND LS-4687, KLJ 3203 32nd Avenue South, Suite 201, Fargo, ND 58103.

REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR
CARL P. OLSON
PE-4687
LS-4687
DATE 7/30/20
NORTH DAKOTA

SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

Carl P. Olson, North Dakota # LS-4687 — Date 7/30/2020

64TH AVENUE SOUTH RECONSTRUCTION
CITY OF FARGO

KLJ

PERM. R/W
H.G. BRANDT R.L.T. ETAL
PART OF SE1/4 SEC. 3
64-0000-00574-000

DRAWN BY	CHECKED BY	PROJECT NO.
MA	CO	14415104

© KLJ 2020

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **SANFORD NORTH,** a North Dakota nonprofit corporation, whether one or more, hereinafter referred to as "Grantor", for and in consideration of the sum of One Dollar and other valuable consideration ($1.00), to it in hand paid the receipt whereof is hereby acknowledged, HEREBY GRANTS UNTO THE **CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a temporary construction easement over, upon and in land hereinafter described for the purpose of flood protection measures construction and activities appurtenant thereto, said land being more fully described, to-wit:

A portion of the un-platted area in the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota described as follows:

Commencing at the southeast corner of said Section 3; thence South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 33.00 feet; thence North 02 degrees 00 minutes 57 seconds West a distance of 100.00 feet; thence South 87 degrees 56 minutes 22 seconds West a distance of 1046.70 feet to the Point of Beginning; thence continue South 87 degrees 56 minutes 22 seconds West, along a line parallel with and 100-foot distant northerly of said south line, a distance of 287.15 feet; thence North 81 degrees 56 minutes 33 seconds East, a distance of 712.97 feet; thence South 28 degrees 04 minutes 58 seconds West, a distance of 37.15 feet; thence South 81 degrees 56 minutes 33 seconds West, a distance of 405.48 feet to the Point of Beginning.

Said easement area (the "Easement Area") is shown as the shaded area on "Exhibit A" and contains 16,777 square feet, more or less, and is subject to any easements or rights of way previously recorded.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times, when reasonably necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the said parcel to be used for the storage of dirt and all other construction activities during the construction phase of said project. Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of storage of dirt and all other construction activities was begun. If requested by Grantor, upon termination of this Easement, Grantee agrees to decompact any soils within the Easement Area after the termination of this Easement.

Grantee shall remain responsible for any environmental and contamination risks associated with its use of the Easement Area or the discovery of any archaeological remains uncovered during Grantee's use of the Easement Area.

To the extent permitted by law, Grantee shall indemnify the Grantor from any and all claims, demands, losses, damages, liabilities and expenses of all suits, actions and judgments (including, but not limited to, costs and reasonable attorneys' fees) arising out of or in any way related to: (a) Grantee's use of the Easement Area by it, its employees, agents, invitees and contractors, and the general public; and (b) the negligence or intentional misconduct of Grantee or Grantee's employees, agents, invitees, contractors, and the general public.

Grantee will pay for any and all labor, services, materials, or supplies or equipment furnished or alleged to have been furnished to Grantee within or on the Easement Area and shall not permit any claim, lien, or other encumbrance thereon.

Grantee shall employ reasonable measures to minimize light, dust, noise, and vibration which may affect the operations of Grantor.

This easement shall remain valid until December 31, 2024, or the completion of purposes for which this grant is made, whichever first occurs, at which time this Easement shall be null and void, without the requirement of any additional writing or filing evidencing the same.

(Signatures on following page.)

IN WITNESS WHEREOF, Grantor has set their hands and caused this instrument to be executed this 6 day of November, 2020.

GRANTOR:
SANFORD NORTH

By: Bill Marlett

Its: CFO/Treasurer

STATE OF SOUTH DAKOTA)
) ss.
COUNTY OF MINNEHAHA)

On this 6 day of November, 2020, before me, a notary public in and for said county and state, personally appeared BILL MARLETTE, to me known to be the TREASURER of **SANFORD NORTH** described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

Machell Mettler
Notary Public 1-27-2021
MINNEHAHA County, SOUTH DAKOTA

(SEAL)

MACHELL METTLER
Seal
Notary Public
South Dakota

GRANTEE:

City of Fargo, a North Dakota municipal corporation

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

ATTEST

_____
Steve Sprague, City Auditor

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

On this_____day of_____, 2020, before me, a notary public in and for said county and state, personally appeared TIMOTHY J. MAHONEY, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

_____
Notary Public
Cass County, ND
My Commission expires:

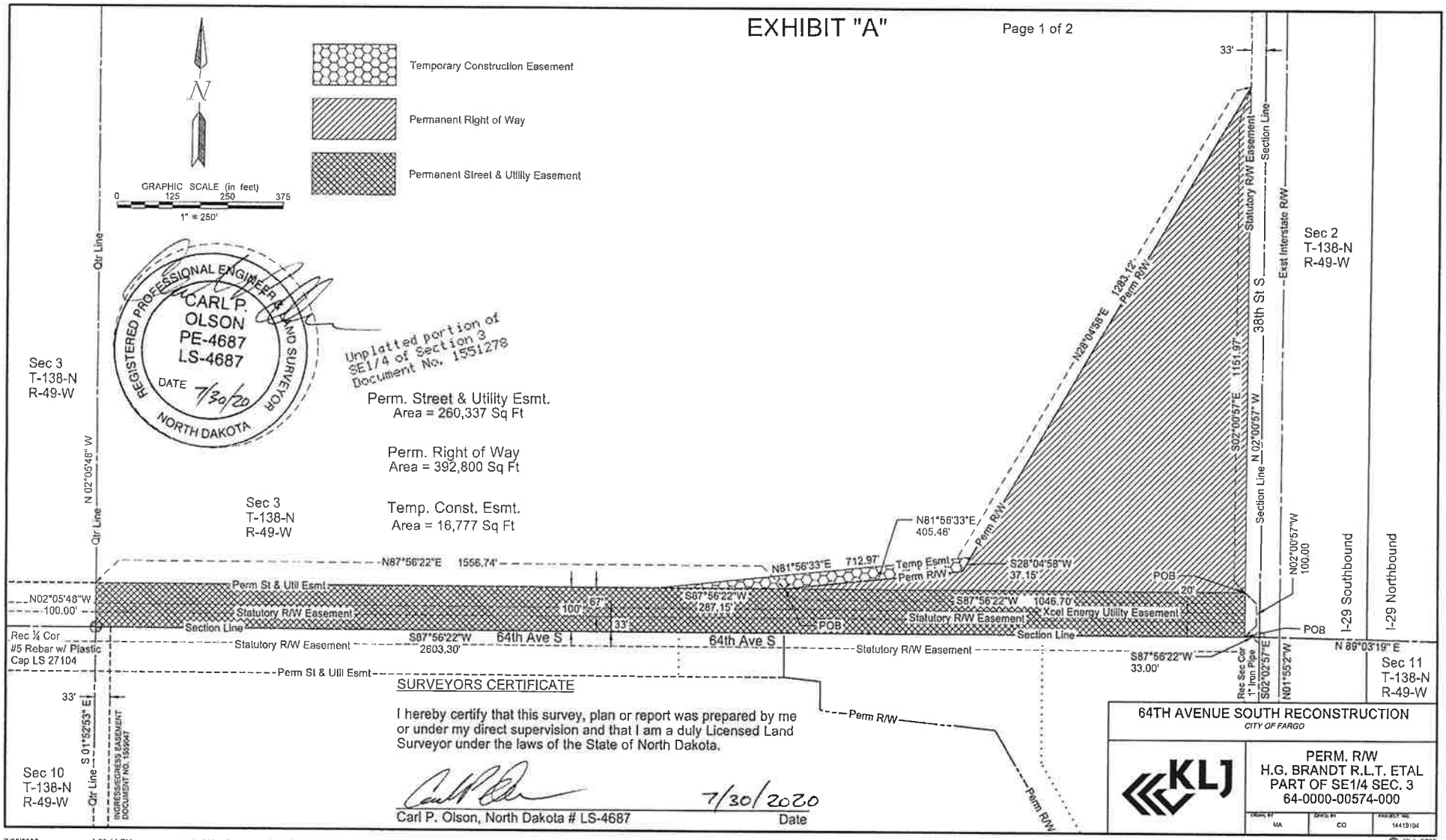
(SEAL)

The legal description was prepared by:
Carl P. Olson, ND LS-4687, KLJ
3203 32nd Avenue South, Suite 201
Fargo, ND 58103

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
701-280-1901
nmorris@lawfargo.com

EXHIBIT "A"

Page 1 of 2



SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

Carl P. Olson, North Dakota # LS-4687 — Date: 7/30/2020

64TH AVENUE SOUTH RECONSTRUCTION
CITY OF FARGO

KLJ

PERM. R/W
H.G. BRANDT R.L.T. ETAL
PART OF SE1/4 SEC. 3
64-0000-00574-000

DRAWN BY	CHECKED BY	PROJECT NO.
MA	CO	14415104

© KLJ 2020

7/30/2020 4:23:11 PM scottmiddaugh K:\Projects\City\ND\Fargo\14415104\CAD\80984156.153\ROW\RW_WestofI29\RW195_001_UnplattedSE4Section3.dgn

EXHIBIT "A"

Unplatted SE ¼ 3-138-49

Permanent Street and Utility Easement

A 100-foot wide permanent street and utility easement located in the un-platted portion of the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described more particularly as follows:

Commencing at the southeast corner of said Section 3; thence South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 33.00 feet to the Point of Beginning; thence continue South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 2603.30 feet to the southwest corner of said Southeast Quarter; thence North 02 degrees 05 minutes 48 seconds West, along the west line of said Southeast Quarter, a distance of 100.00 feet; thence North 87 degrees 56 minutes 22 seconds East, along a line parallel with and 100-foot distant northerly of the south line of said Southeast Quarter, a distance of 2603.44 feet to a point on the statutory right of way easement line; thence South 02 degrees 00 minutes 57 seconds East along the statutory right of way easement line, a distance of 100.00 feet to the Point of Beginning.

Said easement area is shown as the shaded area on "Exhibit A" and contains 260,337 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Carl P. Olson, ND LS-4687, KLJ 3203 32ˇ Avenue South, Suite 201, Fargo, ND 58103.

Temporary Construction Easement

A portion of the un-platted area in the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota described as follows:

Commencing at the southeast corner of said Section 3; thence South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 33.00 feet; thence North 02 degrees 00 minutes 57 seconds West a distance of 100.00 feet; thence South 87 degrees 56 minutes 22 seconds West a distance of 1046.70 feet to the Point of Beginning; thence continue South 87 degrees 56 minutes 22 seconds West, along a line parallel with and 100-foot distant northerly of said south line, a distance of 287.15 feet; thence North 81 degrees 56 minutes 33 seconds East, a distance of 712.97 feet; thence South 28 degrees 04 minutes 58 seconds West, a distance of 37.15 feet; thence South 81 degrees 56 minutes 33 seconds West, a distance of 405.48 feet to the Point of Beginning.

Said easement area is shown as the shaded area on "Exhibit A" and contains 16,777 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Carl P. Olson, ND LS-4687, KLJ 3203 32ˇ Avenue South, Suite 201, Fargo, ND 58103.

Permanent Right of Way

A permanent right of way located in the un-platted portion of the Southeast Quarter of Section 3, Township 138 North, Range 49 West of the Fifth Principal Meridian, County of Cass, State of North Dakota, described more particularly as follows:

Commencing at the southeast corner of said Section 3; thence South 87 degrees 56 minutes 22 seconds West, along the south line of said Southeast Quarter, a distance of 33.00 feet; thence North 02 degrees 00 minutes 57 seconds West, perpendicular to said south line, a distance of 100.00 feet to the Point of Beginning; thence South 87 degrees 56 minutes 22 seconds West along a line parallel with and 100-foot distant northerly of the south line of said Southeast Quarter, a distance of 1046.70 feet; thence North 81 degrees 56 minutes 33 seconds East, a distance of 405.48 feet; thence North 28 degrees 04 minutes 58 seconds East, a distance of 1283.12 feet to a point on the statutory right of way easement line of said Southeast Quarter; thence South 02 degrees 00 minutes 57 seconds East, along the statutory right of way easement line of said Southeast Quarter, a distance of 1151.97 feet to the Point of Beginning.

Said easement area is shown as the shaded area on "Exhibit A" and contains 392,800 square feet, more or less, and is subject to any easements or rights of way previously recorded.

The legal description was prepared by Carl P. Olson, ND LS-4687, KLJ 3203 32ˇ Avenue South, Suite 201, Fargo, ND 58103.

REGISTERED PROFESSIONAL ENGINEER & LAND SURVEYOR
CARL P. OLSON
PE-4687
LS-4687
DATE 7/30/20
NORTH DAKOTA

SURVEYORS CERTIFICATE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of North Dakota.

Carl P. Olson, North Dakota # LS-4687 — Date 7/30/2020

64TH AVENUE SOUTH RECONSTRUCTION
CITY OF FARGO

KLJ

PERM. R/W
H.G. BRANDT R.L.T. ETAL
PART OF SE1/4 SEC. 3
64-0000-00574-000

DRAWN BY	CHECKED BY	PROJECT NO.
MA	CO	14415104

© KLJ 2020

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

(26)

November 23, 2020

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

Re: Park District of the City of Fargo
Revised Purchase Agreement – Permanent Street and Utility Easement
Improvement District #BN-17-C1

Dear Commissioners:

Enclosed and delivered to the City Commission office is a revised original Purchase Agreement document for the acquisition of a Permanent Street and Utility Easement in association with Improvement District #BN-17-C1. Original purchase agreement was approved October 21, 2019 consent agenda item #16. Purchase price/SF remains the same however the area has been reduced in size. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize purchase of a Permanent Street and Utility Easement from the Park District of the City of Fargo in association with Improvement District #BN-17-C1.

Please return the signed originals.

Respectfully submitted,

Shawn G. Bullinger

Shawn G. Bullinger
Land Acquisition Specialist

C: Jeremy Gorden
Nancy J. Morris

PURCHASE AGREEMENT

THIS AGREEMENT, made and entered into this _____ of _____, 2020, by and between **PARK DISTRICT OF THE CITY OF FARGO,** a North Dakota political subdivision, hereinafter called "Seller", whether one or more, and the **CITY OF FARGO, NORTH DAKOTA,** a municipal corporation, hereinafter called "Buyer" or "City".

WHEREAS, Seller is the owner of the following described property:

A tract of land in the East Half of the Northwest Quarter of Section 22, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota more particularly described as follows:

The northerly 35.00 feet of the easterly 161.50 feet of Lot 1, Block 1, ANDERSON PARK SECOND ADDITION to the City of Fargo, Cass County, North Dakota.

Said tract contains 5,669 square feet, more or less.

WHEREAS, Buyer desires a permanent easement for right of way and utility purposes; and

WHEREAS, the City and Seller have negotiated fair and just compensation for the interests in Seller's Property desired by the City; and

WHEREAS, upon the terms and conditions of this Agreement, Seller has agreed to grant the foregoing interests in its Property to the City.

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

1. **Permanent Easement for Street and Utility, including all appurtenances.** At Closing, which shall occur on or before December 31, 2020, Seller shall convey by Permanent Street and Utility Easement the necessary interest to the property described in the recitals above.

2. **Purchase Price.** As and for the purchase price, the City shall pay to Park District the sum of $42,654 (Forty-Two Thousand Six Hundred Fifty-Four Dollars).

3. **Closing and Title.** The entire Purchase Price shall be payable at closing, which shall take place on or before December 31, 2020. Seller shall provide City an abstract of title. City shall assure itself as to title, all costs to be borne by City. Possession of the property shall be on the date of closing.

3. **Attorney Fees.** It is understood and agreed that as part of this purchase, each of the parties shall pay their own attorney's fees.

4. **Inspection and Photographs.** Prior to Closing, Seller agrees to allow City to enter the premises and upon the land for purposes of inspection, including but not limited to soil testing, including soil borings, and all other testing means necessary to determine suitability of the property for the intended purposes.

5. **Entire Agreement.** This agreement contains the entire agreement between the parties and shall be binding on the parties, their successors and assigns.

DATED this _____ day of _____, 2020.

SELLER:

Park District of the City of Fargo

By: _____

Its: President

DATED this _____ day of _____, 2020.

BUYER:

City of Fargo, North Dakota

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

ATTEST:

_____
Steven Sprague, Auditor

PERMANENT EASEMENT
(Street and Utility)

KNOW ALL MEN BY THESE PRESENTS that the **PARK DISTRICT OF THE CITY OF FARGO**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars ($1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of laying, constructing, operating, maintaining and repairing a street and all other public utilities, together with the customary appurtenances including location of any and all utilities, said parcel being more particularly described as follows:

> A tract of land in the East Half of the Northwest Quarter of Section 22, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota more particularly described as follows:
>
> The northerly 35.00 feet of the easterly 161.50 feet of Lot 1, Block 1, ANDERSON PARK SECOND ADDITION to the City of Fargo, Cass County, North Dakota.
>
> Said tract contains 5,669 square feet, more or less.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described parcel of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that they will not disturb, injure, molest or in any manner interfere with said street and customary appurtenances including location of any and all utilities, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcel so as to interfere in any manner with the construction, operation, maintenance or repair of said street including location of any and all utilities or customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the

ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said street and customary appurtenances was begun.

IN WITNESS WHEREOF, Grantor has set its hand and caused this instrument to be executed this _____ day of _____, 2020.

GRANTOR:

Park District of the City of Fargo

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

On this 20th day of November, 2020, before me, a notary public in and for said county and state, personally appeared Stacey Griggs of the **Park District of the City of Fargo**, described in and who executed the within and foregoing instrument, and acknowledged to me that he/she executed the same.

(SEAL)

TARA L. NIELSEN
Notary Public
State of North Dakota
My Commission Expires Mar. 1, 2023

Notary Public
Cass County, North Dakota

IN WITNESS WHEREOF, Grantee has set its hand and caused this instrument to be executed this _____ day of _____, 2020.

CITY OF FARGO
a North Dakota municipal corporation

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

ATTEST:

_____
Steven Sprague, City Auditor

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

On this ____ day of _____, 2020, before me, a notary public in and for said county and state, personally appeared **DR. TIMOTHY J. MAHONEY, M.D.** and **STEVEN SPRAGUE**, to me known to be the Mayor and Auditor, respectively, of the **CITY OF FARGO,** a North Dakota municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

(SEAL)

_____
Notary Public
Cass County, North Dakota

The legal description was prepared by:
City of Fargo, Engineering Department
225 4th Street North
Fargo, ND 58102

This document was prepared by:
Nancy J. Morris
Assistant City Attorney
Erik R. Johnson & Associates, Ltd.
505 Broadway N., Ste. 206
Fargo, ND 58102
(701) 280-1901
nmorris@lawfargo.com

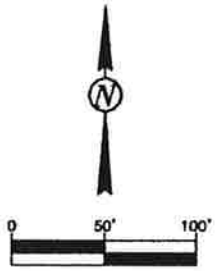
EXHIBIT A

Description:

A tract of land in the East Half of the Northwest Quarter of Section 22, Township 139 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota more particularly described as follows:

The northerly 35.00 feet of the easterly 161.50 feet of Lot 1, Block 1, ANDERSON PARK SECOND ADDITION to the City of Fargo, Cass County, North Dakota.

Said tract contains 5,669 square feet, more or less.



BEARINGS BASED ON
CITY OF FARGO GROUND CONTROL SYSTEM

REGISTERED PROFESSIONAL LAND SURVEYOR
BRENT W. WACHA
LS-5068
DATE: 10/14/2020
NORTH DAKOTA

LEGEND

NEW EASEMENT

THE CITY OF Fargo FAR MORE

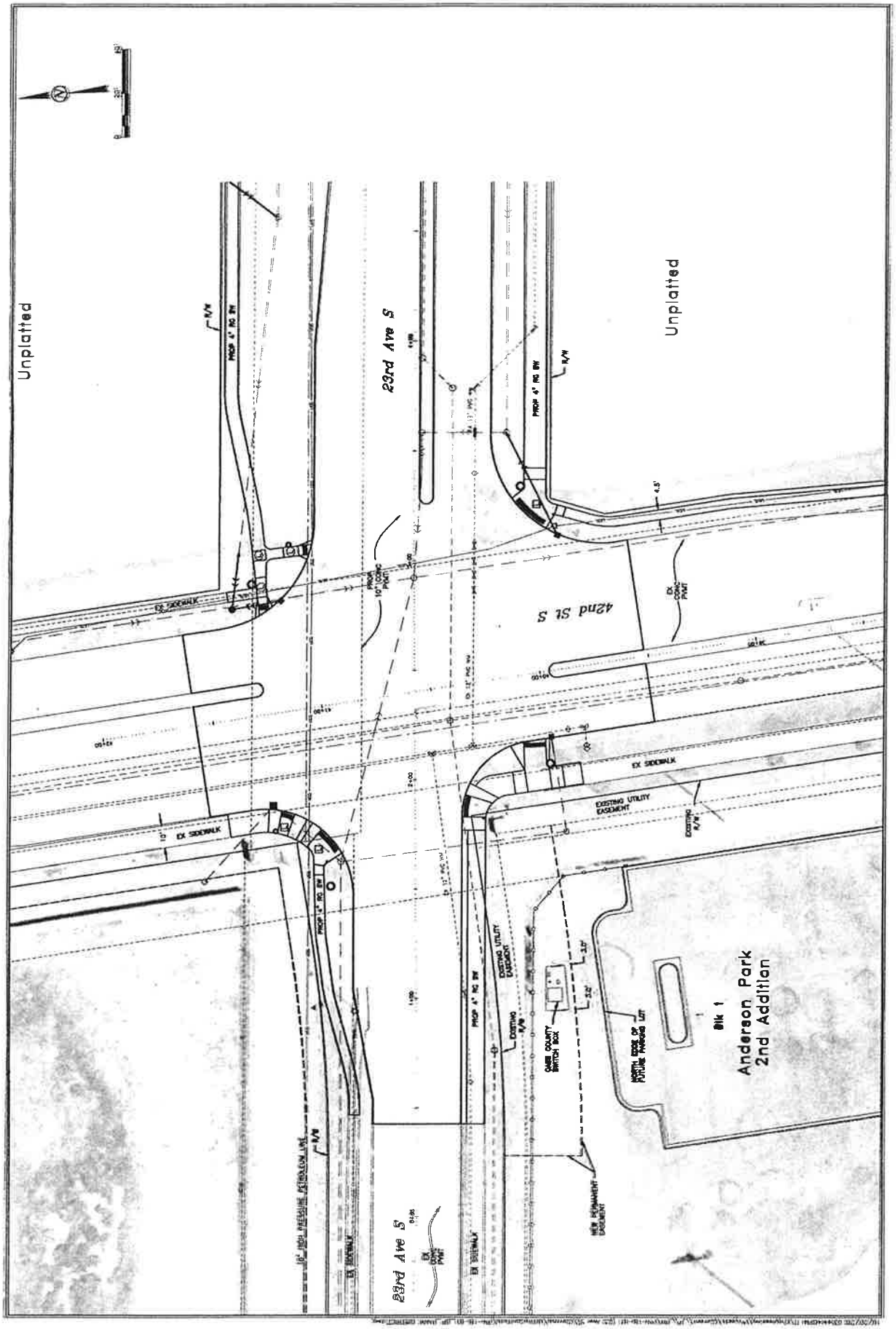
ENGINEERING DEPT.

PERMANENT EASEMENT

LOT 1, BLOCK 1, ANDERSON PARK SECOND ADDITION
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

DRAWN BY: BWW	APPROVED BY: BWW	DATE: 10/14/2020	SHEET 1 OF 1

FILE NAME: T:\Engineering\Survey\Descriptions\1394922\AndersonParkROW_Easement\ROW_Exhibit_Revd.dwg


Unplatted
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23rd Ave S
42nd St S
23rd Ave S
EX SIDEWALK
EXISTING UTILITY EASEMENT
Blk 1
Anderson Park
2nd Addition

(27)

REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

Requesting: CONSULTING ENGINEERING SERVICES

Improvement District #: BN-21-A2

Location: 64th Avenue S from 33rd Street to 39th Street

Date of Hearing: 11/10/2020

Requested Services: Construction Administration Services for the Street Construction Project

Routing	Date
City Commission	11/30/2020
Consultant File	
Project File	X
Petitioners	
Selection Committee	X

Proposals were received from the following Consultants for this project:

Apex Engineering Group
Houston Engineering, Inc.
SRF Consulting Group, Inc.
KLJ, Inc.
Bolton & Menk, Inc.

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

Selection Criteria	Points
Project understanding, issues & approach	10
Past Performance on other local projects	20
Related Experience with Similar Projects, specifically NDDOT projects	20
Cost Proposal	10
Expertise of the Technical and Professional Engineering Staff Assigned to the Project	40
	100

RECOMMENDED MOTION

Concur with consultant selection and recommend contract award for consulting services to Houston Engineering Inc. in the amount of $1,174,198, with the funding source to be Special Assessments and Sales Tax Funds.

PROJECT FINANCING INFORMATION:

Following review of the proposals, the Selection Committee ranked the firms for selection of the preferred consultant. The Committee then tabulated Committee member proposal rankings. Based on the tabulated ranking, the Committee selected Houston Engineering, Inc. as the preferred consultants for the project, in the amount of $1,174,198.

COMMITTEE	Present	Yes	No	Unanimous
Brenda Derrig, City Engineer	☑	☑	☐	☑
Tom Knakmuhs, Assistant City Engineer	☑	☑	☐	
Jeremy Gorden, Division Engineer	☑	☑	☐	
Kevin Gorder, Division Engineer	☑	☑	☐	
Jason Leonard, Civil Engineer II	☑	☑	☐	

Jeremy M. Gorden, PE, PTOE
Transportation Division Engineer

C: Josh Olson (Apex Engineering Group), Travis Wieber (KLJ, Inc.), Jake Nordick (SRF Consulting Group, Inc.), Adam Walker (Houston Engineering, Inc.), Steve Wahler (Bolton & Menk, Inc.)

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered on this 17th day of Nov., 2020 between the CITY OF FARGO, North Dakota, ("City") and Houston Engineering, Inc., ("Consultant") for services to be provided to City for Construction Administration Services for City Improvement District No. BN-21-A2.

1. **Scope of Work**. Consultant shall perform in a competent and professional manner the Scope of Work included in Section III of the Request for Proposals and as set forth in Exhibit A attached hereto, both of which are incorporated herein and made a part of this Agreement.

2. **Acceptance and Completion**. Consultant shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Consultant prior to execution of this Agreement are done so at Consultant's risk. Acceptance of this Agreement is required by the Board of City Commission of the city of Fargo. Upon request of the City, Consultant shall submit, for the City's approval, a schedule for the performance of Consultant's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Consultant.

3. **Change Orders**. City may request changes to the Scope of Work by altering or adding to the Services to be performed. Consultant will provide a statement of change setting out the fees for the requested change. City shall accept Consultant's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.

4. **Payment**. City shall pay Consultant for all work performed. Except as otherwise mutually agreed to by the parties the payments made to Consultant shall not initially exceed $ **1,174,198.00**. Consultant shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Consultant if it objects to any portion of the charges within 20 days from receipt of the Consultant's invoice, but shall timely pay the undisputed portion. It is the Consultant's responsibility to determine whether federal, state, or local prevailing wage requirements apply.

5. **Assignment.** This Agreement may not be assigned by the City or Consultant without the prior written consent of the other party.

6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Consultant shall be compensated in accordance with the terms hereof for Services performed and

reimbursable expenses incurred prior to its receipt of written notice of termination from City.

7. **Third Party Reliance**. The services provided for hereunder are for the City's sole benefit and exclusive use with no third party beneficiaries intended.

8. **Ownership of Documents**. Consultant's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Consultant conceives or uses during the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.

9. **Independent Contractor Status**. It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Consultant shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.

10. **Indemnification**. Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, consultant error, mistake, negligence, or other fault of the Consultant, any subcontractor of the Consultant, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City, agrees to pay the City

or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands.

11. **Professional Liability Insurance**. Consultant shall maintain in full force and effect until at
least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a "claims made" basis and in the amount of at least $1,000,000.

12. **Workers Compensation Insurance**. Consultant shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	$1,000,000	Bodily Injury by accident	Each accident
	$1,000,000	Bodily Injury by disease	Policy limit
	$1,000,000	Bodily Injury by disease	Each employee

13. **General Liability Insurance**. Consultant shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 8 of this Agreement). Limits of coverage shall not be less than:

$2,000,000	Per occurrence
$2,000,000	Aggregate

14. **Automobile Insurance**. Consultant shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

$2,000,000	Per occurrence

15. **Evidence of Insurance**. The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Consultant shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.

16. **Consequential Damages**. North Dakota law governs claims for consequential damages.

17. **Entire Agreement.** The terms and conditions set forth herein, the RFP, the Instructions to Offerors of Professional Services, and any Exhibit referenced herein constitute the entire understanding of the parties relating to the provision of services by Consultant to

City. This Agreement may be amended only by a written instrument signed by both parties.

18. **Severability.** Should a court of law determine that any paragraph of this Agreement is invalid, all other paragraphs shall remain in effect.

19. **Statute of Limitations**. Causes of action arising out of Consultant's services shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, when City knows or should have known a cause of action exists.

20. **Dispute Resolution**. Consultant and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

22. **Force Majeure**. Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots,

insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

23. **Notice**. Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:
City Auditor
City of Fargo
225 North Fourth Street
Fargo, North Dakota 58102

Consultant:

Houston Engineering, Inc.
1401 21st Avenue N
Fargo, ND 58102

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

_____

Steve Sprague, Auditor

CITY OF FARGO, NORTH DAKOTA:

By: _____

Title: Mayor

Date: _____

WITNESSED BY:

Adam R Walk

CONSULTANT:

HOUSTON ENGINEERING INC

By: [signature]

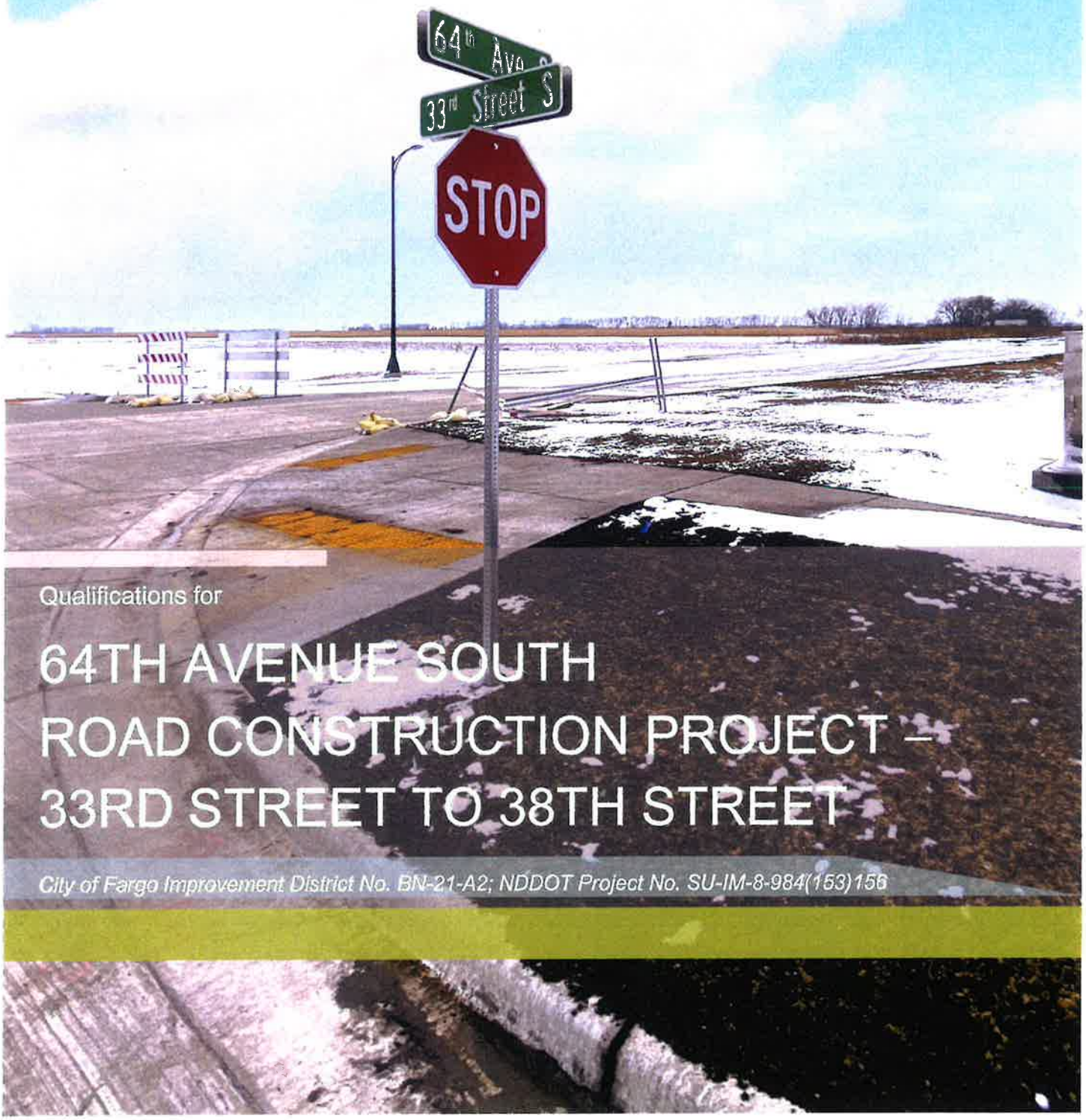
Title: VP

Date: 11/17/20

HOUSTON engineering, inc.

October 30, 2020

CITY OF FARGO



Qualifications for

64TH AVENUE SOUTH ROAD CONSTRUCTION PROJECT – 33RD STREET TO 38TH STREET

City of Fargo Improvement District No. BN-21-A2; NDDOT Project No. SU-IM-8-984(153)156

HOUSTON engineering, inc.

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

October 30, 2020

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

Subject: An Experienced Construction Engineering Team for the 64th Avenue South Road Construction Project

Dear Selection Committee:

Houston Engineering, Inc. (HEI) is eager to continue our working relationship with the City of Fargo on this exciting project. This team has successfully completed similar projects in the past couple years, and we look forward to doing the same in the near future.

Fargo Construction Knowledge—HEI recently worked with the City and the North Dakota Department of Transportation (NDDOT) on the construction of the Drain 27 bridges on 52nd Avenue South. Adam Walker's role as Construction Project Manager for these previous projects as well as Nate Renner and Adam Kaye's experience as Resident Project Representatives will transition seamlessly into this project.

NDDOT Construction Engineering and Surveying Experience—HEI has been providing construction engineering and surveying to the NDDOT for decades now. Through this experience, the Fargo district staff and HEI have established a strong working relationship. Adam Walker continues to serve as Project Manager for all of HEI's construction engineering projects for the NDDOT. His familiarity with both NDDOT and City of Fargo standards will help make this project run smoothly from start to finish. The City can expect experienced field staff who are fluent in NDDOT standards and procedures to make engineering decisions in the field and oversee the project daily. You can see more about our abundance of work with the NDDOT on page 9 of the proposal.

Availability and Location—With HEI's headquarters being right here in Fargo, we can guarantee excess staff availability and can start on this project at any time. Additionally, that same staff will be dedicated to this project through its completion, meaning time and money saved in the long run.

We're looking forward to working with the City on yet another construction engineering project. Do not hesitate to contact us with any questions using the contact information listed below.

Sincerely,

HOUSTON ENGINEERING, INC.

Adam R. Walker, PE
Project Manager
Direct: 701.499.2066
awalker@houstoneng.com

Jeremy McLaughlin, MBA, PE, Vice President
Principal-in-Charge
Direct: 701.499.2065
jmclaughlin@houstoneng.com

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City of Fargo – BN-21-A2
64th Avenue South Road Construction Project

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   - Organizational Chart 5
   - Key Staff Summary 5
   - Project Team Resumes 5
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7. Hourly Fee Structure Rates 15

1. INTRODUCTION

a. Firm Name and Address

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

b. Year Established

1968

c. Type of Ownership

S-Corporation (100% employee owned)

d. Project Manager

Adam Walker, PE
Direct: 701.499.2066

e. Project Manager's Experience

Adam will coordinate all consultant project activities with the City, the contractor, and HEI for the bridge construction phase of the project. Adam's full resume can be found on page 6.

Adam's Career

Joined HEI in 2002

licensed drone pilot

Project Experience

Adam leads HEI's construction services division for the NDDOT, leading construction for more than 15 NDDOT projects

- Construction Project Manager for the 52nd Avenue South Drain 27 bridge and road reconstruction
- Construction Project Manager for the reconstruction of 10th Street in Fargo

HEI HAS AMPLE CAPACITY TO SEE THIS PROJECT THROUGH TO COMPLETION

2. ADMINISTRATIVE QUESTIONS

a. Authorized Negotiator

Jeremy McLaughlin, MBA, PE, Vice President
Principal-in-Charge
1401 21st Avenue North
Fargo, ND 58102
Direct: 701.499.2065
jmclaughlin@houstoneng.com

b. Workload

We have assembled a team that has the experience, expertise, and dedication to meet the City's schedule for this project.

Name	Project Role	% Available	% Needed for this Project
Adam Walker	Project Manager	85	70
Jeremy McLaughlin	Principal-in-Charge	40	5
Nate Renner	Resident Project Representative	100	100
Adam Kaye	Structural Project Representative	100	100
Jeremy Wurgler	Survey Crew Chief	75	40
Josiah Erickson	Resident Project Representative	100	50
Patrick Johanneck	Digital Data Technician	40	20

3. SUMMARY OF TECHNICAL PROCESS

Existing Conditions

The construction of 64th Avenue South will take place in south Fargo starting at 33rd Street and passing over I-29 to 38th Street. This project will consist of an overpass over the interstate, a pedestrian crossing/underpass, concrete street construction, underground utilities, and lighting among other items.

PREVIOUS KNOWLEDGE

HEI has earned a solid reputation for construction projects just like the 64th Avenue overpass. Our staff have led multiple projects that included plans such as roadway/street construction, pedestrian crossings and underpasses, structures, bike trails, guardrail installation, storm and sanitary, the installation of piezometers, and more. In the last two years, staff listed in this proposal have constructed four bridge projects in North Dakota, two of which included roadway approaches. Our team has an intimate working knowledge of roadway and bridge construction projects for the City of Fargo and the NDDOT's interstate crossings, and we are confident our past experience with the City and the NDDOT will directly translate to the requirements of this project.

PROJECTS SUCH AS 52ND AVENUE SOUTH ARE PROOF OF HEI'S ABILITY TO COLLABORATE WITH THE CITY

HEI has worked with aesthetic requirements such as form liners and railing, and we understand our clients wants and needs during construction. HEI has also completed work in the surrounding area with projects such as the I-29 grade raise, 52nd Avenue reconstruction, and the regional detention pond. We have the personnel and knowledge to do this project right.

Methodology

PROJECT ADMINISTRATION

As Project Manager, Adam Walker will coordinate all project activities between the City, contractor, and HEI to ensure the project runs as smoothly as possible and the City is kept informed and included throughout the entire project process. Adam has served in a similar project role on numerous urban roadways and structures. Most recently, he led the reconstruction of the bridge on Highway 18 near Mayville and the reconstruction of a lengthy overpass for the BNSF Railway this year near Harvey, ND. In 2019, he was the project manager for the construction of two bridges on 52nd Ave for the City of Fargo, working closely with Jason Leonard. In 2018, Adam was the Project Engineer for 10th Street reconstruction in north Fargo as well as the University Drive/I-94 Ramp Revisions Project for the City of Fargo and the NDDOT. The University Drive project involved urban roadway reconstruction and the construction of a pedestrian box culvert under one of the westbound interstate ramps. Adam understands the process of working with and reporting directly to the City (as the overall Project Manager) while completing the bridge, road, and underground utility construction engineering tasks per City and NDDOT requirements.

OUR TEAM HAS AN ABUNDANCE OF EXPERIENCE WORKING FOR THE CITY AND TO NDDOT STANDARDS

We anticipate a pre-construction meeting as well as weekly meetings that will have engineering personnel, contractors, and government leaders attending to discuss upcoming items as well as any construction issues. Additionally, we anticipate the contractor will incorporate regular safety meetings to ensure everyone is on the same page and that personnel are safe when on the site. All services will be provided in accordance with the current and

relevant City of Fargo and NDDOT engineering, surveying, and construction standards. HEI fully understands that our role would be for the observation of the project. We anticipate significant coordination with the City throughout the construction process. We have also made sure to have excess capacity for this project. If the contractor expedites the schedule, we can bring in resources to help get job done. The staff we have identified for this project will be dedicated to this job as a priority.

PROJECT TIMELINE

Access to the site, coordination between the road and bridge, utility modifications, and the construction schedule will be impacted by the prime contractor and the bridge contractor. City staff and HEI construction staff will all need to communicate concurrently to ensure this project progresses smoothly from start to finish.

CONSTRUCTION ENGINEERING

Construction Engineering Staff

Our construction engineering staff will be led by Adam Walker who will be on site during core hours of construction. Nate Renner will serve as the primary resident project representative while Adam Kaye serves as the lead structural project representative. Adam Walker will oversee Adam Kaye and Nate on site, both of whom have previously served as construction inspectors on local high profile projects and are keenly familiar with all standards needed to make this project run smoothly.

We have additional support staff including multiple resident project representatives should additional services be needed.

In 2018 and 2019, Nate was the resident project representative for the 10th Street reconstruction in Fargo. The project consisted of sanitary sewer and water replacement (inspected be the City) as well as storm sewer and concrete road reconstruction. In 2020, Nate was the construction engineer for a bridge replacement and approach roadway reconstruction on ND 18 in Mayville for the NDDOT. Nate has the capabilities to coordinate work between contractors and testers while keeping owners up to date on items happening in the field. In 2018, Adam Kaye was the construction engineer for two structures on 52nd Ave South in Fargo over Drain 27. This project had aesthetic features for the traveling public. In 2020, Kaye was the construction engineer for an overpass for BNSF Railway.

Additionally, Braun Intertec, Inc. will be our subconsultant for material testing. Braun Intertec and HEI have developed a great working relationship in the past couple of years on previous projects, and we have consistently relied on them to supply great quality and responsive material testing. We have also chosen to team with Braun Intertec because they designed the geotechnical instrumentation portion of the plans and will be a valuable asset when any geotechnical questions arise. Nate Renner will be the main point of contact with Braun Intertec as he has coordinated all the testing needs with Braun on many of our recent construction projects.

Structure Data

It is our intent that Nate will provide observation for the roadway, earthwork, and utility portions over the two construction seasons, while Adam Kaye will provide observation for the structure in 2022.

Construction Engineering Approach

With our recent and current work with the City, HEI has a clear understanding and knowledge of this project and can ensure efficiency and high-quality work. Similar past projects between HEI, the NDDOT, and the City have built a mutual trust between us, giving us the lines of communication and relationships needed to see this project through successfully. We anticipate that all communication will go through the City throughout the project. Just like previous construction projects with the City, HEI will take the digital plan data and seamlessly transition into construction data and stakes. **Our construction staff consists of experienced engineers and will be able to interpret the existing plans and make sure they are built accurately and according to specification.**

It can be difficult to estimate how a contractor may approach certain phased construction and how much coordination they will need with the engineer. If the need arises, we have listed other staff in the organizational chart that are capable of assisting primary field staff. We anticipate the HEI field staff to work the hours listed in the RFP but are willing to adjust needs as the project progresses, whether it be the need for more staff or even a reduction of hours.

HEI will use the following software for this project:

- AutoCAD Civil 3D (2019 version)
- NDDOT Construction Automated Records System (CARS) program
- In-field iPads to efficiently track data to CARS
- Use of drones for project documentation and pictures

CONSTRUCTION SURVEYING

Construction Surveying Staff

HEI is committed to staffing this project to deliver a quality project for the City. Jeremy Wurgler brings more than 25 years of survey experience and will serve as survey crew chief for this project. Jeremy and our other survey staff have provided construction staking layouts for numerous roadway and bridge construction services for the City and NDDOT and fully understand the processes necessary to complete this project within the preferred timeline. It is our intention that Jeremy Wurgler will be assigned to the project from start to finish, which ensures project familiarity and consistent communication is maintained throughout the project. In addition, HEI will require all survey requests to be submitted directly to our field staff, which will then go through Adam Walker to our survey staff. This will ensure proper channels are followed to avoid miscommunication or missed deadlines.

Construction Surveying Approach

Our survey crews are very familiar with the City of Fargo and NDDOT's standards for layout and surveying for bridge construction. Jeremy Wurgler has completed construction surveying for urban, municipal, and structural projects during his entire career and has likewise been staking for the NDDOT for more than 20 years. Our crews know the importance of meeting contractor preferences for staking the first time, reducing the time that can be wasted by restaking.

Setting local benchmarks and control points that are located clear of the construction area ensures that the elevations are available to the field staff to utilize while maintaining the accuracy that is so critical on bridges. HEI also enforces this mindset with the contractor once the stakes and/or benchmarks are set. If the contractor destroys stakes or benchmarks, they are responsible for paying to have them reset. This saves the client money but also ensures the contractor takes the proper precautions when working on site and does not request stakes when they are not needed. HEI also anticipates our field staff will be supplied with GPS units so they have the ability to verify points and placement when needed, speeding up construction and reducing costs.

PROJECT CLOSEOUT WITH THE CITY

The following will be provided to the City in accordance with NDDOT at the end of project construction:

- Final records
- Survey notes
- As-built plans (if different from design plans)

HEI takes pride in finishing projects accurately and in a timely manner, and we will do just that for the City on this project.

4. PROJECT STAFF

a. Organizational Chart

b. Key Staff Summary

The table below outlines responsibilities, job titles, and relevant NDDOT projects for our project manager and field observers. Our NDDOT reference can be found on page 14 and individuals' billing rates can be found on page 15.

Project Team Member	Years of Experience	Project Responsibilities	Relevant Previous NDDOT Experience
Adam Walker	18	Overall project management and coordination	• Mayville Bridge Replacement and Box Culvert Joint Repair, 2020, Construction Cost: $3.68 Million, Construction Administration, NDDOT Contact: Bob Walton • Valley City Grading and Ditch Cleanout, 2019, Construction Cost: $400,000, Construction Administration, NDDOT Contact: Bob Walton
Nate Renner	4	Resident Project Representative	• Mayville Bridge Replacement and Box Culvert Joint Repair, 2020, Construction Cost: $3.68 Million, Construction Administration, NDDOT Contact: Bob Walton • 10th Street North Reconstruction, 2018, Construction Cost: $7.1 Million, Both Preliminary Engineering and Construction Administration, NDDOT Contact: Bob Walton
Adam Kaye	3	Structural Project Representative	• Heimdal/BNSF Railway Overpass Bridge Replacement, 2020, Construction Cost: $5.2 Million, Both Preliminary Engineering and Construction Admin, NDDOT Contact: Bob Walton • Drain 27 Bridges Design and Construction Along 52nd Avenue South, 2019, Construction Cost: $3.31 Million, Both Preliminary Engineering and Construction Administration, NDDOT Contact: Bob Walton
Josiah Erickson	2	Resident Project Representative	• Valley City Grading and Ditch Cleanout, 2019, Construction Cost: $400,000, Construction Administration, NDDOT Contact: Bob Walton • Fargo University Drive Reconstruction and Interstate 94 Ramp Revisions and Pedestrian Improvements, 2018, Construction Cost: $4.9 Million, Both Preliminary Engineering and Construction Administration, NDDOT Contact: Bob Walton

Project Team Resumes

Resumes for all project personnel can be found on the following pages.

ADAM WALKER, PE
Project Manager

Education
BS in Civil Engineering,
North Dakota State University

Registration
PE North Dakota—5845

Professional Experience
Houston Engineering, Inc.—2002-Present
Total Years of Experience—18 Years

Certifications and Training
Small Unmanned Aircraft Systems
North Dakota Department of Transportation Certifications/Training
- Project Management Training
- Erosion and Sediment Control Training
- Traffic Control Supervisor Training
- Asphalt Pavement Inspection

Adam's more than 18 years of construction engineering will help ensure the City receives exceptional final products.

Adam Walker will serve as Project Manager and will be responsible for coordinating all of HEI's activities with the contractor, the City, and other interested parties on the bridge construction phase of this project. Adam has served a variety of clients as construction lead, construction engineer, and project manager for construction engineering services and has more than 18 years of experience working with cities in North Dakota. Adam knows the ins and outs of construction engineering and works hard to ensure the difficult aspects of a project do not fall by the wayside.

- **10th Street Construction Engineering, North Dakota Department of Transportation, Fargo, ND.** HEI Construction Project Manager for the update and reconstruction of this heavily used portion of 10th Street in Fargo. HEI and subconsultant Braun Intertec, Inc. were contracted to provide the observation, survey, and testing for the project along with the tracking of quantities and entering of pay quantity entries into CARS. HEI's close proximity to the project site and past project history with the same corridor allowed for a seamless transition of work for this ongoing project.
- **52nd Avenue South Cooperative Planning, Environmental Report, Design, and Construction, Fargo-Moorhead Metropolitan Council of Governments and City of Fargo, ND.** Construction Project Manager for structure construction. HEI completed a documented categorical exclusion (DCE) and design for the conversion of 2 miles of 52nd Avenue South from a two-lane rural to four-lane concrete urban roadway and the inclusion of two new roundabouts. The project involved multiple funding sources for each phase of preliminary engineering, including F-M Metro COG, City of Fargo, and NDDOT Local Government.
- **25th Street South Bridge Widening Improvements, City of Fargo, ND.** Project Designer for a guardrail, attenuation devices, barrier details, and traffic control in the widening of the 25th Street South roadway and bridge over I-94. The bridge was widened approximately 70 feet between the east and west sides, allowing two additional lanes of traffic (now six total) and a new pedestrian path. The project included the installation of a new slip ramp, which incorporated a modular block retaining wall more than 25 feet in height. Decorative liners were also added to increase the aesthetic curb appeal of the structure. Additionally, approximately 1 mile of road was reconstructed for roughly $13 million. Options include a new southeast ramp, a double left westbound to southbound ramp modification, and new dedicated ramp lanes on the bridge.
- **University Drive Reconstruction and Interstate 94 Ramp Revisions and Pedestrian Improvements, North Dakota Department of Transportation and City of Fargo, ND.** HEI Construction Project Manager on this project involving 0.2 miles of reconstruction with pedestrian and access improvements. Pedestrian connectivity was a critical component of the project as multiple pedestrian fatalities have occurred within the project corridor. Public involvement and business coordination were key aspects of this project's success, and HEI began working with business owners early in the project to help minimize impacts during construction. Approximate construction cost: $4.9 million.
- **Drain 27 Bridge Construction Engineering and Survey, City of Fargo, ND.** Construction Project Manager. HEI provided construction engineering and survey services for the replacement of the bridge structure across Drain 27 and the installation of a second bridge at the same location along 52nd Avenue South in Fargo.

Education
MBA, NDSU
BS in Civil Engineering, NDSU

Registration
Professional Engineer—ND—4883

Professional Experience
HEI—1998-Present
Total Years of Experience—23

JEREMY MCLAUGHLIN, MBA, PE Principal-in-Charge

Jeremy McLaughlin will be the Principal-in-Charge. He will provide overall guidance to the project team and ensure project deadlines and quality standards are met.

- **52nd Avenue Bridge Replacement, Fargo, ND.** Principal-in-Charge in the design and construction of the 52nd Avenue bridge over Drain 27 in south Fargo.
- **25th Street South Roadway Reconstruction and Bridge Widening, City of Fargo, ND.** Principal-in-Charge for the design and construction of a bridge over I-94.
- **2nd Street/Downtown Reconstruction Flood Management Project, Flood Diversion Board of Authority and City of Fargo, ND.** Structural Project Manager for these reinforced concrete floodwalls with exposed heights up to 15 feet as well as an underpass.
- **University Drive Reconstruction and Interstate 94 Ramp Revisions and Pedestrian Improvements, North Dakota Department of Transportation and City of Fargo, ND.** Project Manager and Public Input Lead on this project involving 0.2 miles of reconstruction with pedestrian and access improvements.

Education
BS in Civil Engineering, NDSU
AS in Engineering, Itasca Community College

Registration
Engineering Intern—ND—27294

Experience
HEI—2018-Present
Total Years of Experience—4

NATE RENNER, EI Resident Project Representative

Nate Renner provides designs out of HEI's Fargo office as well as serves as Construction Engineer and Inspector. Nate will serve as the Resident Project Representative, leading on-site efforts for HEI.

- **10th Street Construction Engineering, NDDOT, Fargo, ND.** Resident Project Representative on multiple blocks of urban reconstruction that included storm sewer, sanitary sewer, water main, concrete pavement, curb and gutter, sidewalks and driveways, and the replacement of a lift station.
- **Mayville Bridge Structure Replacement, NDDOT, Traill County, ND.** Nate served as the Resident Project Representative for this three-span prestressed concrete I-beam bridge replacement with roadway reconstruction on either side near Mayville, ND.
- **University Drive Reconstruction and Interstate 94 Ramp Revisions and Pedestrian Improvements, NDDOT and City of Fargo, ND.** Assisted with on-site inspection during base preparation for the eastbound off-ramp as well as during installation of storm sewer.
- **52nd Avenue South Reconstruction – Drain 27 Bridges, City of Fargo, ND.** On-site Inspector. Nate provided on-site inspection at various times throughout the project.

Education
BS in Civil Engineering, NDSU
AS in Liberal Arts, NDSCS

Registration
Engineering Intern—ND—28493

Experience
HEI—2018-Present
Total Years of Experience—3

ADAM KAYE, EI Structural Project Representative

Adam Kaye serves clients as an Engineer I out of HEI's Fargo office. Since joining HEI, he has assisted with numerous structural designs of bridges, levees, gatewells, and more as well as serving as a resident project representative for a variety of projects.

- **52nd Avenue South Cooperative Planning, Environmental Report, Design, and Construction, F-M Metro COG and City of Fargo, ND.** Served as Resident Project Representative and as part of the Drain 27 bridge design team.
- **Drain 27 Bridge Construction Engineering and Survey, City of Fargo, ND.** Resident Project Representative. HEI provided construction engineering and survey services for the replacement of the bridge structure across Drain 27 and the installation of a second bridge at the same location along 52nd Avenue South in Fargo.
- **BNSF Overhead Bridge Replacement Project, Wells County, ND.** Field Engineer for a 312-foot, three-span prestressed concrete beam bridge replacement over BNSF railroad.

JEREMY WURGLER, PLS, CST Survey Crew Chief

Jeremy Wurgler has been with HEI for 28 years and has been a crew chief for numerous legal, topographic, and aerial mapping control surveys and construction staking projects. Jeremy will lead our survey efforts from our Fargo headquarters.

- **University Drive Reconstruction and I-94 Ramp Revisions and Pedestrian Improvements, NDDOT, Fargo, ND.** Survey Crew Chief for 0.2 miles of reconstruction with pedestrian and access improvements.
- **Interchange Slope Repairs, North Dakota Department of Transportation, Cass County, ND.** Survey Crew Chief on this project where HEI oversaw repairs for slope slides at four interchanges along I-29 and I-94 in Cass County.
- **Reconstruction of Main Avenue (US Highway 10) from 25th Street to 45th Street, Fargo, ND.** Survey Crew Chief for the preliminary survey for reconstruction of Main Avenue from 25th Street to 45th Street in Fargo.

Registration
Professional Land Surveyor: ND—6918

CST Level III, Construction—0307 2920

Experience
HEI—1992-Present

Total Years of Experience—28

JOSIAH ERICKSON, EI Resident Project Representative

Josiah Erickson got into the field long before his graduation from NDSU, eager to begin his work as a construction observer and lay a foundation of experience to draw from as a designer. Now a full-time designer and resident project representative, Josiah's initiative is paying off for clients. As a resident project representative, Josiah is able to ensure that construction efforts produce infrastructure that lives up to those designs.

- **University Drive Reconstruction and Interstate 94 Ramp Revisions and Pedestrian Improvements, NDDOT, Fargo, ND.** Completed on-site construction observation, scheduled survey and testing, and tracked and submitted quantities in CARS for 0.2 miles of reconstruction with pedestrian and access improvements.
- **52nd Avenue South Cooperative Planning, Environmental Report, Design, and Construction, Fargo-Moorhead Metropolitan Council of Governments (Metro COG) and City of Fargo, ND.** Design Engineer responsible for quantities, striping layout, and plan preparation.
- **Main Avenue/21st Street Underpass, BNSF Railway, Moorhead, MN.** Resident Project Representative. Josiah provided on-site observation at various times during construction of retaining walls and bridge substructures.

Education
BS in Civil Engineering, NDSU

Registration
Engineering Intern—ND—28158

Experience
HEI—2019-Present

Total Years of Experience—2

PATRICK JOHANNECK, PLS Digital Data Technician

Patrick Johanneck serves as the Survey Coordinator for HEI's Fargo office. His responsibilities include serving as the initial contact for survey and construction staking, scheduling, and directing all survey crews, verifying data, coordinating with other office personnel as necessary to develop the client's final product, and project management of survey projects. He is experienced in boundary surveys, plats, topographical surveys, and ALTA/NSPS land title surveys.

- **2nd Street/Downtown Flood Control Project, City of Fargo, ND.** Assistant Survey Crew Member for the 2nd Street/Downtown Flood Control Project being implemented as part of the F-M Diversion.
- **19th Avenue North – 10th Street to 18th Street Survey, Design, and Construction Observation, City of Fargo, ND.** Survey Crew Chief and Survey Crew Member in the reconstruction of 19th Avenue North near the Fargodome.
- **Interstate 29 Interchange Asphalt Overlays, North Dakota Department of Transportation, Grand Forks District, ND.** Resident Project Representative in the preventative maintenance administered to Ramps/Crossroads 152-180 in Grand Forks, Walsh, and Pembina counties.
- **19th Avenue North Water Main, Storm Sewer, and Incidentals (Fargo Project. 6104), Fargo, ND.** Survey Crew Member and Survey Crew Chief for the upgrade and expansion of the trunk storm sewer, storm sewer system, and water main along 19th Avenue North.

Education
BS in Land Surveying, St. Cloud State University

AAS in Land Surveying/Civil Engineering, St. Cloud Community and Technical College

Registration
Professional Land Surveyor: MN—57082

Experience
HEI—2014-Present

Total Years of Experience—7

5. SIMILAR PROJECT EXPERIENCE

CONSTRUCTION ENGINEERING AND SURVEY NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

Background

Since 1999, Houston Engineering, Inc. (HEI) has been selected by the North Dakota Department of Transportation (NDDOT) to perform construction management on numerous projects throughout North Dakota. The work has included construction documentation, observation, surveying, and all contract administration.

The Projects

2020 Projects (Construction Cost: Approximately $3.68 million)

- SS-8-018(091)121; SS-8-018(100)114 – Mayville bridge replacement and box culvert joint repair

2019 Projects (Construction Cost: Approximately $400,000)

- IM-2-094(160)290 – Grading and Ditch Cleanout

2018 Projects (Construction Cost: Approximately $12.8 million)

- NHU-CPU-8-081(038)927 – 10th Street Reconstruction
- NHU-8-081(039)924 – I-94/University Drive
- IM-5-094(120)087 – I-94 near Hebron Interchange

2017 Projects (Construction Cost: Approximately $3.8 million)

- SS-8-018(085)106 – ND 18 asphalt overlay
- TRP-NH-5-200(030)102 – ND 200 thin lift overlay

2016 Projects (Construction Cost: $1.29 million)

- HEN-8-013(055)340 – Highway 13 Turn Lanes East of Gwinner
- SS-9-999(307) – Mandan Curb Ramps, Phase II

2015 Projects (Construction Cost: $300,000)

- SS-9-999(306) – Mandan curb ramp construction for 48 individual ramps at 10 intersections, Phase I

2013 Project (Construction Cost: Approximately $1.24 million)

- BRS-6-017(036)140 – Highway 17 sandblasting and painting structural steel and riprap over the Red River

2012 Projects (Construction Cost: Approximately $5.56 million):

- SER-2-011(033)056 – Highway 11 In-Slope Repair
- SS-2-011(030)045, SER-2-011(029)041 – Highway 11 Grade Raises and HBP
- SER-2-056(029)007 – Highway 56 Grade Raises and HBP

2011 Projects (Construction Cost: Approximately $1.54 million):

- SIM-6-029(094)152 – Preventive maintenance thin lift overlay for 15 interchanges along I-29

» Location

Fargo, Grand Forks, Minot, and Valley City NDDOT Districts, North Dakota

» Client

NDDOT

» Contact

Bob Walton, PE, Fargo District
701.239.8900

Ed Pavlish, PE, Grand Forks District
701.787.6506

Tyler Woilmuth, PE, Bismarck District
701.328.6950

Jay Praska, PE, Valley City District
701.845.8816

» Client Benefits

- A consistent and trusted local firm, familiar with NDDOT standards and expectations.
- Access to local survey crews and field engineers throughout the State of North Dakota, providing responsive support using the most up-to-date technology.
- Reliable service and partnership for nearly 20 years.

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CONSTRUCTION ENGINEERING AND SURVEY
NORTH DAKOTA DEPARTMENT OF TRANSPORTATION

- S-BRI-6-029(082)130 – Structural painting at Thompson Interchange
- SIM-8-024(146)023 – Slope slide repair at Mooreton Interchange

2010 Projects (Construction Cost: Approximately $520,000):

- SIM-8-029(100)023 – Bridge deck overlay for railroad overpass at RP 23
- H-9-999(261) – Slope repairs at interchanges along I-29 and I-94

2009 Projects (Construction Cost: Approximately $1.9 million):

- SIM-8-094(058)350 – Drainage Improvements to 25th Street Interchange in Fargo
- SIM-8-029(103)085 and SIM-8-029(111)066 – Bridge painting for I-29 overhead structures, Cass County.
- SIM-8-094(060)314 – Deck replacement, pier repair, guardrail, and incidentals, Cass County
- PM-1-999(013) and H-1-095(O12)000 – District pavement marking and east Capitol parking lot

2008 Projects (Construction Cost: Approximately $774,000):

- S-BRI-8-029(093)033 – Bridge deck overlay, replace existing guardrail, rail retrofit, and approach panels, northbound I-29, Richland County
- BRI-6-018(049)209 – Bridge deck overlay, milling, and bituminous surfacing, Pembina County

2007 Projects (Construction Cost: Approximately $879,000):

- AC-SIM-8-029(087)013 – Drainage improvements and incidentals, Richland County
- SIM-8-029(080)085, SIM-8-029(081)092, and SIM-8-029(084)104 – Bridge deck overlay, rail retrofit, guardrail, and pavement markings, Cass and Traill counties
- BRS-8-011(013)141 – Bridge deck overlay, rail retrofit, guardrail, and pavement markings, Sargent County

2006 Projects (Construction Cost: Approximately $261,000):

- SS-8-027(018)001 – ND 27 structural replacement and incidentals for culvert replacement west of Lisbon
- SNH-8-013(038)366 – ND 13 mudjacking, milling, and asphalt surfacing for bridge approach slab repairs near Wyndmere

2005 Projects (Construction Cost: Approximately $1.8 million):

- SS-8-018(047)025 and BRS-8-018(048)045 – ND 18 thin lift overlay, deck overlay, abutment repair, and approach guardrail
- HSP-8-999(014) – Bridge rail retrofit and guardrail, Cass, Dickey, LaMoure and Traill counties

2004 Projects (Construction Cost: Approximately $1.3 million):

- SU-8-294(005)000 – Repair to existing viaduct, 12th Avenue North, Fargo.

52ND AVENUE SOUTH COOPERATIVE PLANNING, ENVIRONMENTAL REPORT, DESIGN, AND CONSTRUCTION FARGO, NORTH DAKOTA

Background

In recent years, the cities of Fargo, West Fargo, and Horace, ND, have grown quickly. 52nd Avenue South serves many of the new and planned developments but is just two lanes from 45th Street South to Sheyenne Street with some turn lanes at a few intersections. The Fargo-Moorhead Metropolitan Council of Governments (Metro COG) retained Houston Engineering, Inc. (HEI) and our partner to study this corridor to better serve the growing population.

The Project

PLANNING AND ENVIRONMENTAL DOCUMENTATION

The HEI team was selected to complete both *Phase I – Planning Elements of the Environmental Document* and *Phase II – Environmental Document*.

The team documented the existing and forecast year project conditions, helping identify what needs the corridor must meet. It was determined that the roadway should be expanded to four lanes from 45th Street in Fargo to Sheyenne Street in West Fargo with modifications to the existing roundabout at Sheyenne Street and widening of the bridge over the Sheyenne River. The team evaluated using roundabouts and signals, determining signals to be the more beneficial alternative.

Modifications to upgrade the existing roundabout at Sheyenne Street to two lanes were explored. HEI evaluated RCUTs, right-in, right-out, three-quarter access, full-access, and J-turn alternatives at three lower-volume intersections, ultimately recommending RCUTs. This will minimize signals and left turns at minor intersections, improving safety to the motoring public.

The team engaged residents and businesses through public meetings, mailers, a website, and social media to inform them of the coming construction as well as ensuring plans met their needs.

DESIGN AND CONSTRUCTION

After completion of the study, HEI worked with the City of Fargo to complete the designs. The design phase included three signalized intersections at 63rd Street, Veterans Boulevard, and 45th Street as well as the design of three RCUTs. HEI also designed two independent bridges crossing Drain 27, a shared use path under the Drain 27 bridges, temporary traffic control, pavement markings, and utilities. HEI performed peer review on lighting and permanent signing design.

Storm sewer, sanitary sewer, and water improvements were included as well as private utility relocations. Complex phasing and interim completed dates were utilized to minimize traffic impacts. Construction was completed in fall 2019 for an estimated $19.2 million.

» Location

Fargo, North Dakota

» Client

City of Fargo

Fargo-Moorhead Metropolitan Council of Governments

» Contact

Kevin Gorder
Division Engineer
701.476.6775

Daniel Farnsworth
Transportation Planner
701.232.3242

» Client Benefits

- Designed first RCUTs in Fargo-Moorhead area.
- Explored numerous alternatives for each intersection.
- Engaged the public to meet the needs of businesses and residents.
- Thorough and comprehensive analysis of existing and projected traffic to ensure the right infrastructure is built when needed.
- Additional planning deliverables included a purpose and needs statement, technical memorandum, development and analysis of project alternatives, an environmental impact review, and identification of traffic data needed for analysis by Metro COG.

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BRIDGE DESIGN AND RECONSTRUCTION FARGO, NORTH DAKOTA

40th Avenue South Bridge

The new bridge is 124 feet long by 92 feet wide. It is a concrete structure supported by steel piling driven 80 feet deep. The bridge accommodates four lanes of traffic and includes separate sidewalks and bikeways as well as an 18-foot-wide center median. The road was widened from a two-lane rural section to a four-lane urban section, with turn lanes and pedestrian walkways.

The City also requested additional architectural treatments for the bridge due to the proximity to residential areas as well as the pedestrian bike path that parallels CD 27 and crosses under the bridge. Form liners, decorative railings, and painted structural components were utilized to distinguish this bridge and provide a unique and aesthetically appealing structure.

Construction cost: $1.1 million.

42nd Street Southwest Bridge

HEI was selected for project development, design, and construction engineering related to a new bridge over Rose Coulee. The new bridge is 128 feet long by 84 feet wide. It is a concrete structure supported by steel piling driven 80 feet deep. The bridge includes almost a mile of steel piling, 60 tons of reinforcing steel, and more than 760 cubic yards of concrete. The bridge accommodates four lanes of traffic and includes separate sidewalks and bikeways. The bridge was designed for the future addition of a raised median.

Construction Cost: $560,000.

Osgood Bridge

The City utilized historic bridge funds allocated from the NDDOT to convert the 1920s-era overhead steel truss bridge into a landmark pedestrian structure. The reconstructed bridge was 118 feet long and accommodated a 16-foot-wide pedestrian path. HEI worked with the cities of West Fargo and Fargo on bridge color, landscape plantings, and hydraulic concerns to ensure that the bridge would serve as a safe and appealing landmark structure for years to come.

Construction cost: $500,000.

» Location
Fargo, North Dakota

» Client
City of Fargo

» Contact
Kevin Gorder
Division Engineer
701.476.6775

» Client Benefits

- New, safe pedestrian and bike crossings.
- Accommodations for future growth.
- Use of aesthetically appealing designs to enhance the corridor.

(3915_010_023_030) 10-30-20

CASS COUNTY HIGHWAYS 23 AND 10, CASSELTON ETHANOL PLANT 2 MILE RECONSTRUCT – 10-INCH PCC PAVEMENT

Background

Tharaldson Energy Group (TEG) selected a site 2 miles west of Casselton for a new Ethanol Plant. The 160-acre site was laid out to include room for future expansion, storage, and rail service. The initial production will require approximately 275 semi loads of corn per day.

The Project

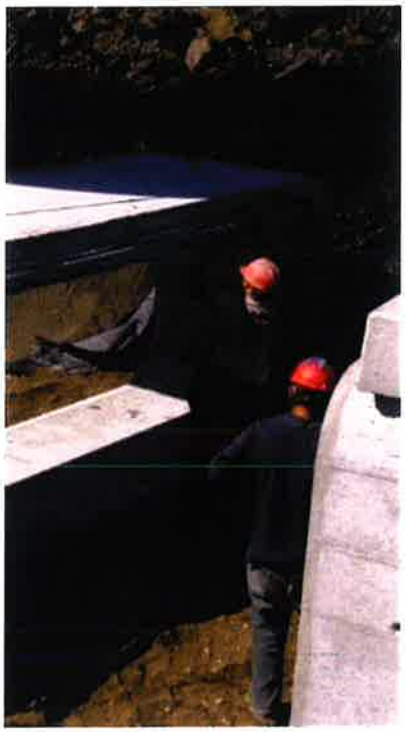
The project consisted of upgrading the existing township road into an all-weather truck route. Cass County 10 parallels I-94 north of Casselton and is a concrete road.

The proposed north-south link off of the I-94 interchange to Cass County 10 needed to be designed and built in an expeditious manner to serve the 2008 start-up. Additionally, the plant started construction in the spring of 2007. The old road has been overtopped by spring flooding on numerous occasions, so a profile raise was necessary as well as new drainage structures.

In addition to Cass County 23 and the new precast reinforced concrete box, a companion project was undertaken to improve the T intersection with Cass County 10.

Approximately 0.5 miles of Cass County 10 was reconstructed on either side of the Cass County 23 intersection to accommodate new left and right turn lanes.

Construction costs: $2.2 million.



» Location
Cass County, North Dakota

» Client
Cass County Highway Department

» Contact
Tom Soucy
Cass County Engineer
701.298.2374

» Client Benefits
- Cass County 23 was raised, widened, and reconstructed with new 10.5-inch PCC pavement.
- New BNSF Railway crossing upgrade, including precast concrete planks and signals.
- HEI coordinated with Cass County, BNSF Railway, and TEG's Contractor, Wanzek Construction.
- New 36-inch-wide section with turn lanes and southbound bypass lane.
- New RCB and other culverts with approaches for all other access points.

07 (1939-118) 10-29-20

6. REFERENCES

HEI has worked with various clients to meet their project needs. We urge you to contact our references to discuss similar projects we've completed for them.

1

Kevin Gorder
City of Fargo
200 3rd Street North
Fargo, ND 58102
701.476.6775
kgorder@fargond.gov

HEI Reference Projects:

1. 52nd Avenue South Bridge Construction (see page 11).
2. Bridge Design and Reconstruction Projects within the City of Fargo (see page 12).

2

Bob Walton, PE
North Dakota Department of Transportation
503 38th Street South
Fargo, ND 58103
701.239.8900
bwalton@state.nd.us

HEI Reference Project:

1. Construction Engineering and Surveying for the NDDOT (see page 9).

3

Tom Soucy
Cass County Highway Department
1201 Main Avenue West
West Fargo, ND 58078
701.298.2374
soucyt@casscountynd.gov

HEI Reference Projects:

1. Cass County Highways 23 and 10, Casselton Ethanol Plant Reconstruct (see page 13).

Houston Engineering, Inc. • 1401 21st Avenue North • Fargo, ND 58102 • 701.237.5065

THE CITY OF Fargo FAR MORE

Engineering Department
225 4th Street North
Fargo, ND 58102
Phone: 701.241.1545 | Fax: 701.241.8101
Email feng@FargoND.gov
www.FargoND.gov

(28)

November 24, 2020

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

Re: Concur with Low Bid and Recommend Award
64th Avenue South from 33rd Street South to 38th Street South
City of Fargo Improvement District No. BN-21-A1
NDDOT Project No. SU-IM-8-984(153)156; PCN: 21564

Dear Commissioners:

Bids were opened by the NDDOT on Friday, November 13 for the 64th Avenue South project from 33rd Street South to 38th Street South.

The bids were as follows:

Contractor	Base Bid	Option 1	Option 2	Recommended - Base with Option 1 only
Ames Construction, Inc	$ 14,701,326.88	$ 76,309.20	$ 125,070.00	$ 14,777,636.08
Engineers Estimate	$ 16,861,374.50	$ 134,937.00	$ 583,660.00	$ 16,996,311.50

There are Special Assessments associated with this project and 0.047% protests from three separate properties have been received, therefore the protests should be declared insufficient. Fargo's construction cost share of this project is $12,209,784.35.

Recommended Motion
Declare protests to be insufficient, and concur with low base bid plus option #1 and recommend the NDDOT award the low bid to Ames Construction, Inc. in the amount of $ 14,701,326.88 Base Bid plus $ 76,309.20 Option #1.

Sincerely,

Brenda E. Derrig, P.E.
City Engineer

TAK
Attachments

ENGINEER'S STATEMENT OF ESTIMATED COST

Grading, Aggregate Base, PCC Pavement, Hot Mix Asphalt, Underground Utilities, Box Culvert, Shared Use Path, Signing, Marking, Bridge, Street Lighting, & Digital Message Sign

Improvement District No. BN-21-A
SU-IM-8-984(153)156, PCN 21564

Fargo 64th Ave S from 38th St S to 33rd St S

Summary of low bid by Ames Construction, Inc.:

Base Bid	Option 1	Option 2	Recommended - Base Bid with Options 1 only
$14,701,326.88	$76,309.20	$125,070.00	$14,777,636.08

Fees and Contingency:

Outside Engineering – KLJ (project design)	$1,805,347.00
Outside Engineering – Houston (project inspection)	$1,174,197.50
Administration Fee (4%)	$591,105.44
Legal Fee (3%)	$443,329.08
Interest Fee (4%)	$591,105.44
Contingency (5%)	$738,881.80
Total Fees and Contingency =	**$5,343,966.27**

ROW/Easements and Utility Relocations:

ROW/Easements	$3,168,096.50
Utility Relocations	$296,804.00
Total Misc. Costs =	**$3,464,900.50**

Summary of Project Costs:

Base Bid	$14,701,326.88
Option 1 (Recommending Award)	$76,309.20
Option 2 (Not Recommending Award)	$0.00
Fees and Contingency	$5,343,966.27
ROW/Easements and Utility Relocations	$3,464,900.50
Total Project Costs =	**$23,586,502.85**

Summary of Project Funding:

Infrastructure Sales Tax	9.52%	$2,246,301.21
SE Cass Water Resource District	1.08%	$254,236.50
Federal Funds – Interstate Maintenance	5.04%	$1,189,575.00
Federal Funds – Urban Roads	42.11%	$9,932,907.00
Special Assessments	42.24%	$9,963,483.14

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

Date: 11-24-2020

Brenda E. Derrig, P.E.
City Engineer

REGISTERED PROFESSIONAL ENGINEER
BRENDA E. DERRIG
PE-5833
DATE: 11-24-2020
NORTH DAKOTA

NORTH Dakota | Transportation
Be Legendary.™

November 18, 2020

Ms. Brenda Derrig
City Engineer
225 4th St. N
Fargo, ND 58102

PROJECT: SU-IM-8-984(153)156, PCN 21564 – FARGO, 64TH AVE S FROM 38TH ST S TO 33RD ST S

Bids for the construction on the above noted project were taken at our bid opening of November 13, 2020. Copies of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Grading, Aggregate Base, PCC Pavement, Hot Mix Asphalt, Underground Utilities, Box Culvert, Shared Use Path, Signing, Marking, Bridge, Street Lighting, & Digital Message Sign was submitted by Ames Construction, Inc. of Burnsville, MN in the amount of $14,701,326.88 (Base only). According to the agreement with the City of Fargo, the City's share of the project is estimated to be $5,048,977.57. Please see revised contract detail estimate for funding limits and breakdowns.

If the City chooses to construct the work under Options 1 and/or 2 the City's 100 percent share could be up to an additional $201,379.20.

The Department will review the low bidder's proposal to assure that the Disadvantaged Business Enterprise Program requirements have been met. Upon review of the contractor's Disadvantaged Business Enterprise Program, the Department will advise you via email whether this project may be awarded. The City must award the contract within 30 days and before the Department will concur in the award, therefore, the City must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

Questions should be addressed to the Construction Services Division at (701)328-2566.

PHILLIP MURDOFF, P.E. - CONSTRUCTION SERVICES ENGINEER

80/pm/lp
Enclosure

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/13/2020**

Project Number: **SU-IM-8-984(153)156** PCN: **21564** **Revised Date: 11/18/2020**

Job Number: **1** English/Metric: **ENGLISH**

Contract with **AMES CONSTRUCTION INC BURNSVILLE, MN** Signed Date:

County(s): **CASS**

Location: **64TH AVE S, FARGO - 38TH ST S TO 33RD ST S**

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Bid Opening Date: **11/13/2020**

Project Number: **SU-IM-8-984(153)156**

PCN: **21564**

Revised Date: **11/18/2020**

Job Number: **1**

English/Metric: **ENGLISH**

Roadway: **URBAN**

L688_017M MEASURE 2.008 TO MEASURE 2.589

Type: **GRADING, AGGREGATE BASE, PCC PAVEMENT, HOT MIX ASPHALT PAVEMENT, UNDERGROUND UTILITIES, BOX CULVERT, SHARED USE PATH, SIGNING, PAVEMENT MARKINGS, STREET LIGHTING, DIGITAL MESSAGE SIGN**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	1.000	L SUM	$85,000.00	$85,000.00
108	0001	CRITICAL PATH METHOD SCHEDULE	1.000	L SUM	$15,000.00	$15,000.00
201	0330	CLEARING & GRUBBING	1.000	L SUM	$30,000.00	$30,000.00
202	0105	REMOVAL OF STRUCTURE	1.000	L SUM	$20,000.00	$20,000.00
202	0170	REMOVAL OF CULVERTS-ALL TYPES & SIZES	186.000	LF	$15.00	$2,790.00
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	10.000	LF	$30.00	$300.00
202	0312	REMOVE EXISTING FENCE	751.000	LF	$6.00	$4,506.00
203	0101	COMMON EXCAVATION-TYPE A	7,944.000	CY	$4.00	$31,776.00
203	0109	TOPSOIL	30,243.000	CY	$6.25	$189,018.75
203	0115	CLAY EXCAVATION	87,269.000	CY	$5.50	$479,979.50
203	0116	TOPSOIL MANDATORY BORROW AREA	3,993.000	CY	$7.00	$27,951.00
203	0117	MANDATORY BORROW	168,617.000	CY	$7.50	$1,264,627.50
210	0050	BOX CULVERT EXCAVATION	1.000	EA	$8,500.00	$8,500.00
210	0199	BACKFILL CLASS AA	609.000	LF	$1.00	$609.00
210	0210	FOUNDATION FILL	2,028.000	CY	$32.00	$64,896.00
210	0405	FOUNDATION PREPARATION-BOX CULVERT	1.000	EA	$7,500.00	$7,500.00
216	0100	WATER	1,867.000	M GAL	$32.00	$59,744.00
230	0165	SUBGRADE PREPARATION-TYPE A-12IN	14.000	STA	$950.00	$13,300.00
251	0300	SEEDING CLASS III	21.380	ACRE	$880.00	$18,814.40
251	2000	TEMPORARY COVER CROP	34.020	ACRE	$100.00	$3,402.00
253	0101	STRAW MULCH	34.020	ACRE	$350.00	$11,907.00
253	0201	HYDRAULIC MULCH	14.730	ACRE	$1,600.00	$23,568.00
255	0102	ECB TYPE 2	32,175.000	SY	$1.50	$48,262.50
255	0202	TRM TYPE 2	118.000	SY	$10.00	$1,180.00
260	0200	SILT FENCE SUPPORTED	1,513.000	LF	$5.00	$7,565.00
260	0201	REMOVE SILT FENCE SUPPORTED	1,513.000	LF	$0.50	$756.50
261	0112	FIBER ROLLS 12IN	17,589.000	LF	$3.00	$52,767.00
261	0113	REMOVE FIBER ROLLS 12IN	17,589.000	LF	$0.40	$7,035.60
265	0100	STABILIZED CONSTRUCTION ACCESS	2.000	EA	$6,500.00	$13,000.00
265	0101	REMOVE STABILIZED CONSTRUCTION ACCESS	2.000	EA	$500.00	$1,000.00
302	0101	SALVAGED BASE COURSE	62.000	CY	$60.00	$3,720.00
302	0121	AGGREGATE BASE COURSE CL 5	7,109.000	CY	$38.00	$270,142.00
302	9970	TYPE II PIPE BEDDING	350.000	CY	$68.00	$23,800.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	648.000	TON	$93.00	$60,264.00
550	0310	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	14,648.000	SY	$72.00	$1,054,656.00
606	1209	12FT X 9FT PRECAST RCB CULVERT	92.000	LF	$1,000.00	$92,000.00
606	5209	12FT X 9FT PRECAST RCB END SECTION	2.000	EA	$55,000.00	$110,000.00
702	0100	MOBILIZATION	1.000	L SUM	$1,321,000.00	$1,321,000.00
704	0100	FLAGGING	328.000	MHR	$70.00	$22,960.00
704	1000	TRAFFIC CONTROL SIGNS	3,467.000	UNIT	$1.00	$3,467.00
704	1045	ATTENUATION DEVICE-TYPE B-75	4.000	EA	$3,000.00	$12,000.00
704	1052	TYPE III BARRICADE	23.000	EA	$100.00	$2,300.00
704	1060	DELINEATOR DRUMS	144.000	EA	$25.00	$3,600.00

North Dakota **FEDERAL AID** Bid Opening Date: **11/13/2020**

Project Number: **SU-IM-8-984(153)156** PCN: **21564** Revised Date: **11/18/2020**

Job Number: **1** English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
704	1067	TUBULAR MARKERS	14.000	EA	$10.00	$140.00
704	1087	SEQUENCING ARROW PANEL-TYPE C	1.000	EA	$1,500.00	$1,500.00
704	3510	PRECAST CONCRETE MED BARRIER-STATE FURNISHED	292.000	EA	$100.00	$29,200.00
704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	3.000	EA	$3,000.00	$9,000.00
706	0400	FIELD OFFICE	1.000	EA	$30,000.00	$30,000.00
708	1540	INLET PROTECTION-SPECIAL	41.000	EA	$200.00	$8,200.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	41.000	EA	$50.00	$2,050.00
709	0100	GEOSYNTHETIC MATERIAL TYPE G	187.000	SY	$5.00	$935.00
709	0151	GEOSYNTHETIC MATERIAL TYPE R1	18,583.000	SY	$1.50	$27,874.50
714	0215	PIPE CONC REINF 15IN CL V-STORM DRAIN	224.000	LF	$85.00	$19,040.00
714	0325	PIPE CONC REINF 18IN CL IV-STORM DRAIN	22.000	LF	$80.00	$1,760.00
714	0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	256.000	LF	$85.00	$21,760.00
714	0825	PIPE CONC REINF 30IN CL III-STORM DRAIN	47.000	LF	$100.00	$4,700.00
714	0910	PIPE CONC REINF 36IN CL III-STORM DRAIN	394.000	LF	$130.00	$51,220.00
714	1002	PIPE CONC REINF 42IN CL II-STORM DRAIN	101.000	LF	$180.00	$18,180.00
714	4092	PIPE CONDUIT 12IN-STORM DRAIN	216.000	LF	$80.00	$17,280.00
714	4097	PIPE CONDUIT 15IN-STORM DRAIN	1,185.000	LF	$65.00	$77,025.00
714	4101	PIPE CONDUIT 18IN-STORM DRAIN	887.000	LF	$70.00	$62,090.00
714	4103	PIPE CONDUIT 21IN-STORM DRAIN	152.000	LF	$75.00	$11,400.00
714	4107	PIPE CONDUIT 24IN-STORM DRAIN	546.000	LF	$80.00	$43,680.00
714	4112	PIPE CONDUIT 30IN-STORM DRAIN	293.000	LF	$85.00	$24,905.00
714	4117	PIPE CONDUIT 36IN-STORM DRAIN	157.000	LF	$105.00	$16,485.00
714	4121	PIPE CONDUIT 42IN-STORM DRAIN	536.000	LF	$125.00	$67,000.00
714	9680	PLUG PIPE-ALL TYPES & SIZES	4.000	EA	$400.00	$1,600.00
714	9696	EDGEDRAIN NON PERMEABLE BASE	2,853.000	LF	$10.00	$28,530.00
722	0100	MANHOLE 48IN	4.000	EA	$2,400.00	$9,600.00
722	0110	MANHOLE 60IN	2.000	EA	$3,600.00	$7,200.00
722	0120	MANHOLE 72IN	3.000	EA	$4,000.00	$12,000.00
722	0130	MANHOLE 84IN	5.000	EA	$5,800.00	$29,000.00
722	0140	MANHOLE 96IN	1.000	EA	$6,000.00	$6,000.00
722	0200	MANHOLE 108IN	1.000	EA	$9,000.00	$9,000.00
722	1100	MANHOLE RISER 48IN	18.850	LF	$300.00	$5,655.00
722	1110	MANHOLE RISER 60IN	8.380	LF	$450.00	$3,771.00
722	1120	MANHOLE RISER 72IN	14.140	LF	$525.00	$7,423.50
722	1130	MANHOLE RISER 84IN	31.690	LF	$950.00	$30,105.50
722	1140	MANHOLE RISER 96IN	6.070	LF	$1,150.00	$6,980.50
722	1200	MANHOLE RISER 108IN	6.310	LF	$2,900.00	$18,299.00
722	3510	INLET-TYPE 2	9.000	EA	$2,600.00	$23,400.00
722	3520	INLET-TYPE 2 DOUBLE	7.000	EA	$5,200.00	$36,400.00
722	3740	INLET SPECIAL CATCH BASIN-TYPE A 48IN	11.000	EA	$4,000.00	$44,000.00
722	3800	INLET SPECIAL CATCH BASIN-TYPE A 60IN	3.000	EA	$6,200.00	$18,600.00
722	4025	INLET CATCH BASIN BEEHIVE	8.000	EA	$2,025.00	$16,200.00
748	0190	CURB & GUTTER-TYPE I 30IN	6,817.000	LF	$23.50	$160,199.50
748	0210	CURB & GUTTER 42IN	243.000	LF	$58.50	$14,215.50
748	1020	VALLEY GUTTER 36IN	30.000	SY	$140.00	$4,200.00
750	0030	PIGMENTED IMPRINTED CONCRETE	309.000	SY	$90.00	$27,810.00
750	0120	SIDEWALK CONCRETE 5IN REINF	5,720.000	SY	$44.15	$252,538.00
750	0140	SIDEWALK CONCRETE 6IN	277.000	SY	$49.00	$13,573.00
750	0210	CONCRETE MEDIAN NOSE PAVING	39.000	SY	$150.00	$5,850.00
750	2115	DETECTABLE WARNING PANELS	236.000	SF	$50.00	$11,800.00
752	0600	FENCE CHAIN LINK	813.000	LF	$20.23	$16,446.99

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/13/2020**

Project Number: **SU-IM-8-984(153)156** PCN: **21564** Revised Date: **11/18/2020**

Job Number: **1** English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
752	0922	FENCE REMOVE & RESET	813.000	LF	$16.68	$13,560.84
752	2996	CORNER ASSEMBLY-STEEL POST	8.000	EA	$550.00	$4,400.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	153.600	SF	$22.00	$3,379.20
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	18.000	SF	$21.00	$378.00
754	0137	ROADWAY TERMINATION-TYPE A	2.000	EA	$4,400.00	$8,800.00
754	0170	FLEXIBLE DELINEATORS	50.000	EA	$80.00	$4,000.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	167.000	LF	$19.00	$3,173.00
754	0805	OBJECT MARKERS - CULVERTS	12.000	EA	$55.00	$660.00
754	8025	REVISE DYNAMIC MESSAGE SIGN	1.000	EA	$75,000.00	$75,000.00
762	0113	EPOXY PVMT MK 4IN LINE	9,634.000	LF	$0.60	$5,780.40
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	128.000	SF	$30.80	$3,942.40
762	1104	PVMT MK PAINTED 4IN LINE	132.000	LF	$1.00	$132.00
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	725.000	LF	$10.50	$7,612.50
762	1317	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	68.000	LF	$27.10	$1,842.80
762	1344	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	6,552.000	LF	$7.90	$51,760.80
764	0131	W-BEAM GUARDRAIL	195.100	LF	$68.00	$13,266.80
764	0145	W-BEAM GUARDRAIL END TERMINAL	4.000	EA	$2,500.00	$10,000.00
770	0003	LIGHTING SYSTEM A	1.000	EA	$175,000.00	$175,000.00
772	9200	IT SYSTEM	1.000	EA	$23,650.00	$23,650.00
900	0100	SETTLEMENT PLATE	20.000	EA	$1,300.00	$26,000.00
920	1000	GEOFOAM	33,491.000	CY	$75.00	$2,511,825.00
920	1050	GEOMEMBRANE	16,095.000	SY	$7.00	$112,665.00
920	1300	PREFABRICATED VERTICAL WICK DRAINS	659,568.000	LF	$0.45	$296,805.60
920	1318	VIBRATING WIRE PIEZOMETER	4.000	EA	$7,000.00	$28,000.00
920	1320	VIBRATING WIRE DATA LOGGER	2.000	EA	$5,200.00	$10,400.00
920	2130	SAND DRAIN	37,489.000	TON	$15.00	$562,335.00
930	4215	INSTRUMENTATION-AUTOMATED GROUND MOVEMENT SENSOR	2.000	EA	$50,000.00	$100,000.00

Subtotal	$10,894,856.08
Eng and Contg	$1,089,485.61
Total	$11,984,341.69

Length **0.7200 Miles** **CASS** **0.7200 Miles**

		Construction
Estimated Cost		$11,984,341.69
SU FEDERAL FUNDS	80.93%	$9,698,927.73
SU FARGO CITY FUNDS	19.07%	$2,285,413.96

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/13/2020**

Project Number: **SU-IM-8-984(153)156** PCN: **21564** Revised Date: **11/18/2020**

Job Number: **1** English/Metric: **ENGLISH**

Roadway: **URBAN**

NEW NBI #29-059.264

Type: **NEW STRUCTURE CONSTRUCTION**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
210	0099	CLASS 1 EXCAVATION	1.000	L SUM	$35,000.00	$35,000.00
210	0201	FOUNDATION PREPARATION	1.000	EA	$15,000.00	$15,000.00
258	0100	CONCRETE SLOPE PROTECTION	709.000	SY	$95.00	$67,355.00
602	0130	CLASS AAE-3 CONCRETE	746.700	CY	$750.00	$560,025.00
602	1130	CLASS AE-3 CONCRETE	265.700	CY	$760.00	$201,932.00
602	1133	CONCRETE BRIDGE APPROACH SLAB	230.000	SY	$210.00	$48,300.00
602	1134	PILE SUPPORTED APPROACH SLAB	230.000	SY	$375.00	$86,250.00
602	1250	PENETRATING WATER REPELLENT TREATMENT	3,250.000	SY	$2.50	$8,125.00
612	0115	REINFORCING STEEL-GRADE 60	33,647.000	LBS	$1.15	$38,694.05
612	0116	REINFORCING STEEL-GRADE 60-EPOXY COATED	157,843.000	LBS	$1.25	$197,303.75
616	5890	STRUCTURAL STEEL	1.000	L SUM	$1,565,000.00	$1,565,000.00
622	0020	STEEL PILING HP 10 X 42	1,250.000	LF	$32.00	$40,000.00
622	0068	STEEL PILING HP 14 X 89	1,750.000	LF	$55.00	$96,250.00
622	0070	STEEL PILING HP 14 X 102	1,955.000	LF	$63.00	$123,165.00
624	0124	PEDESTRIAN FENCE	465.300	LF	$280.00	$130,284.00
714	8498	CASING PIPE 18IN	256.000	LF	$40.00	$10,240.00
930	3000	BRIDGE BENCH MARKS	1.000	SET	$2,400.00	$2,400.00
930	7012	ROADWAY CANOPY	1.000	L SUM	$12,000.00	$12,000.00
930	9537	ABUTMENT UNDERDRAIN SYSTEM	2.000	EA	$10,000.00	$20,000.00
				Subtotal		$3,257,323.80
				Eng and Contg		$325,732.38
				Total		$3,583,056.18

Length **0.0900 Miles** **CASS** **0.0900 Miles**

		Construction
Estimated Cost		$3,583,056.18
SU FEDERAL FUNDS	LIMITED	$233,979.27
IM FEDERAL FUNDS	LIMITED	$1,189,575.00
SU FARGO CITY FUNDS	19.07%	$55,133.88
IM FARGO CITY FUNDS		$2,104,368.03

CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID** Bid Opening Date: **11/13/2020**

Project Number: **SU-IM-8-984(153)156** PCN: **21564** Revised Date: **11/18/2020**

Job Number: **1** English/Metric: **ENGLISH**

Roadway: **URBAN**

L688_017M MEASURE 2.008 TO MEASURE 2.589

Type: **WATERMAIN, SANITARY SEWER**

Participating: **N**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
210	0199	BACKFILL CLASS AA	552.000	LF	$1.00	$552.00
302	9970	TYPE II PIPE BEDDING	150.000	CY	$68.00	$10,200.00
714	7175	PIPE PVE 36IN SEWER	998.000	LF	$200.00	$199,600.00
722	0300	MANHOLE SANITARY	3.000	EA	$15,000.00	$45,000.00
724	0210	FITTINGS-DUCTILE IRON	1,938.000	LBS	$10.00	$19,380.00
724	0300	GATE VALVE & BOX 6IN	5.000	EA	$2,200.00	$11,000.00
724	0310	GATE VALVE & BOX 8IN	3.000	EA	$2,600.00	$7,800.00
724	0317	GATE VALVE & BOX 16IN	1.000	EA	$11,000.00	$11,000.00
724	0411	6IN HYDRANT	5.000	EA	$4,000.00	$20,000.00
724	0810	WATERMAIN 6IN PVC	46.000	LF	$45.00	$2,070.00
724	0830	WATERMAIN 8IN PVC	896.000	LF	$55.00	$49,280.00
724	0850	WATERMAIN 12IN PVC	40.000	LF	$100.00	$4,000.00
724	0852	WATERMAIN 16IN PVC	1,303.000	LF	$105.00	$136,815.00
724	1117	12IN SANITARY SEWER PIPE	220.000	LF	$80.00	$17,600.00
724	1118	15IN SANITARY SEWER PIPE	165.000	LF	$90.00	$14,850.00
					Subtotal	$549,147.00
					Eng and Contg	$54,914.70
					Total	$604,061.70

Length **0.7200 Miles** **CASS** **0.7200 Miles**

		Construction
Estimated Cost		$604,061.70
SU FARGO CITY FUNDS	100.00%	$604,061.70

Summary for Project

Length **0.7200 Miles** **CASS** **0.7200 Miles**

Estimated Total Construction Cost:	$14,701,326.88
Estimated Total Eng and Contg:	$1,470,132.69

	Construction	Total
Estimated Cost	$16,171,459.57	$16,171,459.57
SU FEDERAL FUNDS	$9,932,907.00	$9,932,907.00
IM FEDERAL FUNDS	$1,189,575.00	$1,189,575.00
SU FARGO CITY FUNDS	$2,944,609.54	$2,944,609.54
IM FARGO CITY FUNDS	$2,104,368.03	$2,104,368.03

North Dakota **FEDERAL AID** Bid Opening Date: **11/13/2020**

Project Number: **SU-IM-8-984(153)156** PCN: **21564** Revised Date: **11/18/2020**

Job Number: **1** English/Metric: **ENGLISH**

NDDOT TO MAKE CONTRACTOR PAYMENTS. SU FEDERAL FUNDS FOR THIS PROJECT IS LIMITED TO $9,932,907. IM FEDERAL FUNDS FOR THIS PROJECT IS LIMITED TO $1,189,575. ANY COSTS OVER THIS LIMITED AMOUNT WILL BE CITY RESPONSIBILITY.

STATE OF NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

CONTRACT ID: 20201113001
LETTING: 20111301
VENDOR: Ames Construction, Inc.
COUNTY: CASS
LENGTH: .1 MILES

PROJECT: SU-IM-8-984(153)156
JOB: 001
VENDOR ID: 16

PCN: 21564

ABUTMENT UNDERDRAIN SYSTEM

Section 0001 Total			Base	$14,701,326.88
Section 0002 This section contains OPTIONS				
316240151 AL1	624 0151 RAILING	465.300 LF	$164.000	$76,309.20 Option 1
326027050 AL2	602 7050 ARCHITECTURAL SURFACE FINISH	4169.000 SF	$30.000	$125,070.00 Option 2
Section 0002 Total				$76,309.20

Item Total	Base + Option 1	$14,777,636.08
	Base + Option 2	$14,826,396.88
	Base + Options 1 & 2	$14,902,706.08

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 1 OF 12

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-IM-8-984(153)156

COUNTY & DATE CASS (017) NOV 13, 2020 09:30AM

LENGTH & TYPE 0.720

FARGO 64TH AVE S(38TH STS-33RD ST S)

COMPLETION TIME 10/15/22 GRADING, AGGREGATE BASE, PCC PAVEMENT,

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	NO. 1 BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE	AMOUNT	BIDDER AMES CONSTRUCTION INC BURNSVILLE, MN c.c. BOND RANK 01 BID PRICE	AMOUNT	BIDDER PARK CONSTRUCTION COMPANY MINNEAPOLIS, MN c.c. BOND RANK 02 BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1.000	110000.000	110000.00	85000.000	85000.00	59000.000	59000.00
108	CRITICAL PATH METHOD SCHEDULE	L SUM	1.000	20000.000	20000.00	15000.000	15000.00	12000.000	12000.00
201	CLEARING & GRUBBING	L SUM	1.000	75000.000	75000.00	30000.000	30000.00	18300.000	18300.00
202	REMOVAL OF STRUCTURE	L SUM	1.000	10000.000	10000.00	20000.000	20000.00	18300.000	18300.00
202	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	186.000	25.000	4650.00	15.000	2790.00	20.200	3757.20
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	10.000	22.000	220.00	30.000	300.00	80.800	808.00
202	REMOVE EXISTING FENCE	LF	751.000	.800	600.80	6.000	4506.00	7.350	5519.85
203	COMMON EXCAVATION-TYPE A	CY	7944.000	4.500	35748.00	4.000	31776.00	3.050	24229.20
203	TOPSOIL	CY	30243.000	6.000	181458.00	6.250	189018.75	3.450	104338.35
203	CLAY EXCAVATION	CY	87269.000	8.750	763603.75	5.500	479979.50	4.100	357802.90
203	TOPSOIL MANDATORY BORROW AREA	CY	3993.000	5.000	19965.00	7.000	27951.00	7.200	28749.60
203	MANDATORY BORROW	CY	168617.000	8.750	1475398.75	7.500	1264627.50	6.600	1112872.20
210	BOX CULVERT EXCAVATION	EA	1.000	15000.000	15000.00	8500.000	8500.00	11800.000	11800.00
210	CLASS 1 EXCAVATION	L SUM	1.000	35000.000	35000.00	35000.000	35000.00	15200.000	15200.00
210	BACKFILL CLASS AA	LF	1161.000	36.000	41796.00	1.000	1161.00	68.700	79760.70
210	FOUNDATION PREPARATION	EA	1.000	35000.000	35000.00	15000.000	15000.00	10100.000	10100.00
210	FOUNDATION FILL	CY	2028.000	45.000	91260.00	32.000	64896.00	38.200	77469.60
210	FOUNDATION PREPARATION-BOX CULVERT	EA	1.000	10000.000	10000.00	7500.000	7500.00	8720.000	8720.00
216	WATER	M GAL	1867.000	23.000	42941.00	32.000	59744.00	44.200	82521.40
230	SUBGRADE PREPARATION-TYPE A-12IN	STA	14.000	1000.000	14000.00	950.000	13300.00	686.000	9604.00
251	SEEDING CLASS III	ACRE	21.380	1500.000	32070.00	880.000	18814.40	898.000	19199.24
251	TEMPORARY COVER CROP	ACRE	34.020	70.000	2381.40	100.000	3402.00	70.900	2412.02
253	STRAW MULCH	ACRE	34.020	300.000	10206.00	350.000	11907.00	332.000	11294.64
253	HYDRAULIC MULCH	ACRE	14.730	1600.000	23568.00	1600.000	23568.00	1580.000	23273.40
255	ECB TYPE 2	SY	32175.000	1.750	56306.25	1.500	48262.50	1.350	43436.25
255	TRM TYPE 2	SY	118.000	4.000	472.00	10.000	1180.00	6.100	719.80
258	CONCRETE SLOPE PROTECTION	SY	709.000	110.000	77990.00	95.000	67355.00	99.500	70545.50
260	SILT FENCE SUPPORTED	LF	1513.000	2.000	3026.00	5.000	7565.00	1.800	2723.40
260	REMOVE SILT FENCE SUPPORTED	LF	1513.000	.500	756.50	.500	756.50	.410	620.33
261	FIBER ROLLS 12IN	LF	17589.000	2.000	35178.00	3.000	52767.00	2.550	44851.95
261	REMOVE FIBER ROLLS 12IN	LF	17589.000	.400	7035.60	.400	7035.60	.410	7211.49
265	STABILIZED CONSTRUCTION ACCESS	EA	2.000	3000.000	6000.00	6500.000	13000.00	3830.000	7660.00
265	REMOVE STABILIZED CONSTRUCTION ACCESS	EA	2.000	1500.000	3000.00	500.000	1000.00	1700.000	3400.00
302	SALVAGED BASE COURSE	CY	62.000	40.000	2480.00	60.000	3720.00	51.300	3180.60
302	AGGREGATE BASE COURSE CL 5	CY	7109.000	40.000	284360.00	38.000	270142.00	39.100	277961.90
302	TYPE II PIPE BEDDING	CY	500.000	25.000	12500.00	68.000	34000.00	50.500	25250.00
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	648.000	100.000	64800.00	93.000	60264.00	106.000	68688.00
550	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	14648.000	75.000	1098600.00	72.000	1054656.00	84.900	1243615.20
602	CLASS AAE-3 CONCRETE	CY	746.700	1000.000	746700.00	750.000	560025.00	960.000	716832.00
602	CLASS AE-3 CONCRETE	CY	265.700	1100.000	292270.00	760.000	201932.00	808.000	214685.60
602	CONCRETE BRIDGE APPROACH SLAB	SY	230.000	300.000	69000.00	210.000	48300.00	293.000	67390.00
602	PILE SUPPORTED APPROACH SLAB	SY	230.000	425.000	97750.00	375.000	86250.00	485.000	111550.00
602	PENETRATING WATER REPELLENT TREATMENT	SY	3250.000	5.500	17875.00	2.500	8125.00	2.800	9100.00
606	12FT X 9FT PRECAST RCB CULVERT	LF	92.000	950.000	87400.00	1000.000	92000.00	1300.000	119600.00
606	12FT X 9FT PRECAST RCB END SECTION	EA	2.000	25000.000	50000.00	55000.000	110000.00	55900.000	111800.00
612	REINFORCING STEEL-GRADE 60	LBS	33647.000	1.750	58882.25	1.150	38694.05	1.600	53835.20
612	REINFORCING STEEL-GRADE 60-EPOXY COATED	LBS	157843.000	1.750	276225.25	1.250	197303.75	1.350	213088.05

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: AMES CONSTRUCTION INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 2 OF 12

ABSTRACT OF BIDDS RECEIVED

PROJECT NO. SU-IM-8-984(153)156

COUNTY & DATE CASS (017) NOV 13, 2020 09:30AM

LENGTH & TYPE 0.720

FARGO 64TH AVE S(38TH STS-33RD ST S)

COMPLETION TIME 10/15/22 GRADING, AGGREGATE BASE, PCC PAVEMENT,

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	NO. 1 BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE	AMOUNT	BIDDER AMES CONSTRUCTION INC BURNSVILLE, MN c.c. BOND RANK 01 BID PRICE	AMOUNT	BIDDER PARK CONSTRUCTION COMPANY MINNEAPOLIS, MN c.c. BOND RANK 02 BID PRICE	AMOUNT
616	STRUCTURAL STEEL	L SUM	1.000	1767000.000	1767000.00	1565000.000	1565000.00	1575800.000	1575800.00
622	STEEL PILING HP 10 X 42	LF	1250.000	50.000	62500.00	32.000	40000.00	34.300	42875.00
622	STEEL PILING HP 14 X 89	LF	1750.000	65.000	113750.00	55.000	96250.00	61.600	107800.00
622	STEEL PILING HP 14 X 102	LF	1955.000	75.000	146625.00	63.000	123165.00	68.700	134308.50
624	PEDESTRIAN FENCE	LF	465.300	16.500	7677.45	28.000	13028.40	32.400	15075.720
702	MOBILIZATION	L SUM	1.000	1520000.000	1520000.00	1321000.000	1321000.00	1262000.000	1262000.00
704	FLAGGING	MHR	328.000	35.000	11480.00	70.000	22960.00	40.000	13120.00
704	TRAFFIC CONTROL SIGNS	UNIT	3467.000	2.000	6934.00	1.000	3467.00	2.000	6934.00
704	ATTENUATION DEVICE-TYPE B-75	EA	4.000	5000.000	20000.00	3000.000	12000.00	2600.000	10400.00
704	TYPE III BARRICADE	EA	23.000	100.000	2300.00	100.000	2300.00	100.000	2300.00
704	DELINEATOR DRUMS	EA	144.000	30.000	4320.00	25.000	3600.00	30.000	4320.00
704	TUBULAR MARKERS	EA	14.000	15.000	210.00	10.000	140.00	12.000	168.00
704	SEQUENCING ARROW PANEL-TYPE C	EA	1.000	1000.000	1000.00	1500.000	1500.00	2000.000	2000.00
704	PRECAST CONCRETE MED BARRIER-STATE FURNISHED	EA	292.000	350.000	102200.00	100.000	29200.00	202.000	58984.00
704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	3.000	5000.000	15000.00	3000.000	9000.00	3450.000	10350.00
706	FIELD OFFICE	EA	1.000	30000.000	30000.00	30000.000	30000.00	4880.000	4880.00
708	INLET PROTECTION-SPECIAL	EA	41.000	165.000	6765.00	200.000	8200.00	184.000	7544.00
708	REMOVE INLET PROTECTION-SPECIAL	EA	41.000	50.000	2050.00	50.000	2050.00	20.400	836.40
709	GEOSYNTHETIC MATERIAL TYPE G	SY	187.000	2.000	374.00	5.000	935.00	7.850	1467.95
709	GEOSYNTHETIC MATERIAL TYPE R1	SY	18583.000	2.000	37166.00	1.500	27874.50	5.650	104993.95
714	PIPE CONC REINF 15IN CL V-STORM DRAIN	LF	224.000	70.000	15680.00	85.000	19040.00	126.000	28224.00
714	PIPE CONC REINF 18IN CL IV-STORM DRAIN	LF	22.000	75.000	1650.00	80.000	1760.00	131.000	2882.00
714	PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	256.000	85.000	21760.00	85.000	21760.00	137.000	35072.00
714	PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	47.000	120.000	5640.00	100.000	4700.00	160.000	7520.00
714	PIPE CONC REINF 36IN CL III-STORM DRAIN	LF	394.000	150.000	59100.00	130.000	51220.00	243.000	95742.00
714	PIPE CONC REINF 42IN CL II-STORM DRAIN	LF	101.000	200.000	20200.00	180.000	18180.00	213.000	21513.00
714	PIPE CONDUIT 12IN-STORM DRAIN	LF	216.000	60.000	12960.00	80.000	17280.00	90.900	19634.40
714	PIPE CONDUIT 15IN-STORM DRAIN	LF	1185.000	65.000	77025.00	65.000	77025.00	45.500	53917.50
714	PIPE CONDUIT 18IN-STORM DRAIN	LF	887.000	70.000	62090.00	70.000	62090.00	50.500	44793.50
714	PIPE CONDUIT 21IN-STORM DRAIN	LF	152.000	75.000	11400.00	75.000	11400.00	65.700	9986.40
714	PIPE CONDUIT 24IN-STORM DRAIN	LF	546.000	80.000	43680.00	80.000	43680.00	63.600	34725.60
714	PIPE CONDUIT 30IN-STORM DRAIN	LF	293.000	125.000	36625.00	85.000	24905.00	83.800	24553.40
714	PIPE CONDUIT 36IN-STORM DRAIN	LF	157.000	140.000	21980.00	105.000	16485.00	112.000	17584.00
714	PIPE CONDUIT 42IN-STORM DRAIN	LF	536.000	180.000	96480.00	125.000	67000.00	127.000	68072.00
714	PIPE PVE 36IN SEWER	LF	998.000	255.000	254490.00	200.000	199600.00	227.000	226546.00
714	CASING PIPE 18IN	LF	256.000	200.000	51200.00	40.000	10240.00	75.000	19200.00
714	PLUG PIPE-ALL TYPES & SIZES	EA	4.000	500.000	2000.00	400.000	1600.00	808.000	3232.00
714	EDGEDRAIN NON PERMEABLE BASE	LF	2853.000	8.000	22824.00	10.000	28530.00	7.300	20826.90
722	MANHOLE 48IN	EA	4.000	3000.000	12000.00	2400.000	9600.00	2120.000	8480.00
722	MANHOLE 60IN	EA	2.000	4500.000	9000.00	3600.000	7200.00	3480.000	6960.00
722	MANHOLE 72IN	EA	3.000	7000.000	21000.00	4000.000	12000.00	4900.000	14700.00
722	MANHOLE 84IN	EA	5.000	8500.000	42500.00	5800.000	29000.00	5910.000	29550.00
722	MANHOLE 96IN	EA	1.000	10000.000	10000.00	6000.000	6000.00	9290.000	9290.00
722	MANHOLE 108IN	EA	1.000	12000.000	12000.00	9000.000	9000.00	15900.000	15900.00
722	MANHOLE SANITARY	EA	3.000	15000.000	45000.00	15000.000	45000.00	14100.000	42300.00
722	MANHOLE RISER 48IN	LF	18.850	225.000	4241.25	300.000	5655.00	247.000	4655.95
722	MANHOLE RISER 60IN	LF	8.380	350.000	2933.00	450.000	3771.00	318.000	2664.84

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

2

AWARD TO: AMES CONSTRUCTION INC

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 3 OF 12

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-IM-8-984(153)156

COUNTY & DATE CASS (017) NOV 13, 2020 09:30AM

LENGTH & TYPE 0.720

FARGO 64TH AVE S(38TH STS-33RD ST S)

COMPLETION TIME 10/15/22 GRADING, AGGREGATE BASE, PCC PAVEMENT,

			NO. 1	BIDDER ENGINEERS ESTIMATE		BIDDER AMES CONSTRUCTION INC BURNSVILLE, MN		BIDDER PARK CONSTRUCTION COMPANY MINNEAPOLIS, MN	
				c.c. CHECK	RANK 00	c.c. BOND	RANK 01	c.c. BOND	RANK 02
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
722	MANHOLE RISER 72IN	LF	14140	500.000	7070.00	525.000	7423.50	419.000	5924.66
722	MANHOLE RISER 84IN	LF	31690	600.000	19014.00	950.000	30105.50	566.000	17936.54
722	MANHOLE RISER 96IN	LF	6070	750.000	4552.50	1150.000	6980.50	667.000	4048.69
722	MANHOLE RISER 108IN	LF	6310	900.000	5679.00	2900.000	18299.00	1160.000	7319.60
722	INLET-TYPE 2	EA	9.000	2800.000	25200.00	2600.000	23400.00	2730.000	24570.00
722	INLET-TYPE 2 DOUBLE	EA	7.000	4500.000	31500.00	5200.000	36400.00	5050.000	35350.00
722	INLET SPECIAL CATCH BASIN-TYPE A 48IN	EA	11.000	4000.000	44000.00	4000.000	44000.00	3030.000	33330.00
722	INLET SPECIAL CATCH BASIN-TYPE A 60IN	EA	3.000	6500.000	19500.00	6200.000	18600.00	5200.000	15600.00
722	INLET CATCH BASIN BEEHIVE	EA	8.000	2000.000	16000.00	2025.000	16200.00	1870.000	14960.00
724	FITTINGS-DUCTILE IRON	LBS	1938.000	10.000	19380.00	10.000	19380.00	9.100	17635.80
724	GATE VALVE & BOX 6IN	EA	5.000	2500.000	12500.00	2200.000	11000.00	2120.000	10600.00
724	GATE VALVE & BOX 8IN	EA	3.000	3000.000	9000.00	2600.000	7800.00	2660.000	7980.00
724	GATE VALVE & BOX 16IN	EA	1.000	12000.000	12000.00	11000.000	11000.00	14100.000	14100.00
724	6IN HYDRANT	EA	5.000	6000.000	30000.00	4000.000	20000.00	5250.000	26250.00
724	WATERMAIN 6IN PVC	LF	46.000	90.000	4140.00	45.000	2070.00	35.400	1628.40
724	WATERMAIN 8IN PVC	LF	896.000	75.000	67200.00	55.000	49280.00	40.400	36198.40
724	WATERMAIN 12IN PVC	LF	40.000	75.000	3000.00	100.000	4000.00	55.600	2224.00
724	WATERMAIN 16IN PVC	LF	1303.000	90.000	117270.00	105.000	136815.00	83.800	109191.40
724	12IN SANITARY SEWER PIPE	LF	220.000	110.000	24200.00	80.000	17600.00	66.700	14674.00
724	15IN SANITARY SEWER PIPE	LF	165.000	150.000	24750.00	90.000	14850.00	136.000	22440.00
748	CURB & GUTTER-TYPE I 30IN	LF	6817.000	26.000	177242.00	23.500	160199.50	26.600	181332.20
748	CURB & GUTTER 42IN	LF	243.000	40.000	9720.00	58.500	14215.50	65.600	15940.80
748	VALLEY GUTTER 36IN	SY	30.000	100.000	3000.00	140.000	4200.00	125.000	3750.00
750	PIGMENTED IMPRINTED CONCRETE	SY	309.000	100.000	30900.00	90.000	27810.00	91.800	28366.20
750	SIDEWALK CONCRETE 5IN REINF	SY	5720.000	42.000	240240.00	44.150	252538.00	45.100	257972.00
750	SIDEWALK CONCRETE 6IN	SY	277.000	45.000	12465.00	49.000	13573.00	50.000	13850.00
750	CONCRETE MEDIAN NOSE PAVING	SY	39.000	150.000	5850.00	150.000	5850.00	114.000	4446.00
750	DETECTABLE WARNING PANELS	SF	236.000	45.000	10620.00	50.000	11800.00	51.000	12036.00
752	FENCE CHAIN LINK	LF	813.000	25.000	20325.00	20.230	16446.99	20.300	16503.90
752	FENCE REMOVE & RESET	LF	813.000	8.000	6504.00	16.680	13560.84	16.800	13658.40
752	CORNER ASSEMBLY-STEEL POST	EA	8.000	375.000	3000.00	550.000	4400.00	553.000	4424.00
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	153.600	23.000	3532.80	22.000	3379.20	20.000	3072.00
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	18.000	24.000	432.00	21.000	378.00	18.000	324.00
754	ROADWAY TERMINATION-TYPE A	EA	2.000	1000.000	2000.00	4400.000	8800.00	785.000	1570.00
754	FLEXIBLE DELINEATORS	EA	50.000	75.000	3750.00	80.000	4000.00	55.000	2750.00
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	167.000	17.000	2839.00	19.000	3173.00	13.500	2254.50
754	OBJECT MARKERS - CULVERTS	EA	12.000	50.000	600.00	55.000	660.00	35.500	426.00
754	REVISE DYNAMIC MESSAGE SIGN	EA	1.000	90000.000	90000.00	75000.000	75000.00	61500.000	61500.00
762	EPOXY PVMT MK 4IN LINE	LF	9634.000	.350	3371.90	.600	5780.40	.610	5876.74
762	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	128.000	80.000	10240.00	30.800	3942.40	31.100	3980.80
762	PVMT MK PAINTED 4IN LINE	LF	132.000	.100	13.20	1.000	132.00	1.000	132.00
762	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	725.000	10.000	7250.00	10.500	7612.50	10.600	7685.00
762	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	LF	68.000	30.000	2040.00	27.100	1842.80	27.400	1863.20
762	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	LF	6552.000	12.000	78624.00	7.900	51760.80	8.000	52416.00
764	W-BEAM GUARDRAIL	LF	195.100	40.000	7804.00	68.000	13266.80	43.700	8525.87
764	W-BEAM GUARDRAIL END TERMINAL	EA	4.000	2750.000	11000.00	2500.000	10000.00	2840.000	11360.00
770	LIGHTING SYSTEM A	EA	1.000	245000.000	245000.00	175000.000	175000.00	199700.000	199700.00

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

3

AWARD TO: AMES CONSTRUCTION INC

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 4 OF 12

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-IM-8-984(153)156

COUNTY & DATE CASS (017) NOV 13, 2020 09:30AM

LENGTH & TYPE 0.720

FARGO 64TH AVE S(38TH STS-33RD ST S)

COMPLETION TIME 10/15/22 GRADING, AGGREGATE BASE, PCC PAVEMENT,

	NO. 1	BIDDER ENGINEERS ESTIMATE		BIDDER AMES CONSTRUCTION INC		BIDDER PARK CONSTRUCTION COMPANY	
				BURNSVILLE, MN		MINNEAPOLIS, MN	
		c.c. CHECK	RANK 00	c.c. BOND	RANK 01	c.c. BOND	RANK 02
SPEC. NO. / ITEM DESCRIPTION	UNIT / QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
772 IT SYSTEM	EA / 1.000	35000.000	35000.00	23650.000	23650.00	24600.000	24600.00
900 SETTLEMENT PLATE	EA / 20.000	2000.000	40000.00	1300.000	26000.00	1300.000	26000.00
920 GEOFOAM	CY / 33491.000	60.000	2009460.00	75.000	2511825.00	74.600	2498428.60
920 GEOMEMBRANE	SY / 16095.000	19.000	305805.00	7.000	112665.00	27.900	449050.50
920 PREFABRICATED VERTICAL WICK DRAINS	LF / 659568.000	.600	395740.80	.450	296805.60	.480	316592.64
920 VIBRATING WIRE PIEZOMETER	EA / 4.000	3000.000	12000.00	7000.000	28000.00	7000.000	28000.00
920 VIBRATING WIRE DATA LOGGER	EA / 2.000	2000.000	4000.00	5200.000	10400.00	5200.000	10400.00
920 SAND DRAIN	TON / 37489.000	30.000	1124670.00	15.000	562335.00	15.200	569832.80
930 BRIDGE BENCH MARKS	SET / 1.000	5000.000	5000.00	2400.000	2400.00	4040.000	4040.00
930 INSTRUMENTATION-AUTOMATED GROUND MOVEMENT SENSOR	EA / 2.000	20000.000	40000.00	50000.000	100000.00	47000.000	94000.00
930 ROADWAY CANOPY	L SUM / 1.000	75000.000	75000.00	120000.000	120000.00	40400.000	40400.00
930 ABUTMENT UNDERDRAIN SYSTEM	EA / 2.000	15000.000	30000.00	10000.000	20000.00	15200.000	30400.00
TOTAL			17579971.50		14701326.88		15358483.70
				NO LIMIT		NO LIMIT	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

4

AWARD TO: AMES CONSTRUCTION INC

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 5 OF 12

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-IM-8-984(153)156

COUNTY & DATE CASS (017) NOV 13, 2020 09:30AM

LENGTH & TYPE 0.720

FARGO 64TH AVE S(38TH STS-33RD ST S)

COMPLETION TIME 10/15/22 GRADING, AGGREGATE BASE, PCC PAVEMENT,

NO.	1		
BIDDER	INDUSTRIAL BUILDERS INC	DAKOTA UNDERGROUND C OMPANY	KPH INC
	FARGO, ND	FARGO, ND	FARGO, ND
	c.c. BOND RANK 03	c.c. BOND RANK 04	c.c. BOND RANK 05

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1.000	69000.000	69000.00	68000.000	68000.00	100500.000	100500.00
108	CRITICAL PATH METHOD SCHEDULE	L SUM	1.000	20000.000	20000.00	15000.000	15000.00	15000.000	15000.00
201	CLEARING & GRUBBING	L SUM	1.000	20000.000	20000.00	35000.000	35000.00	25000.000	25000.00
202	REMOVAL OF STRUCTURE	L SUM	1.000	7500.000	7500.00	10200.000	10200.00	19000.000	19000.00
202	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	186.000	42.000	7812.00	25.000	4650.00	20.000	3720.00
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	10.000	262.500	2625.00	50.000	500.00	80.000	800.00
202	REMOVE EXISTING FENCE	LF	751.000	.7700	5782.70	.8000	6008.00	.8000	6008.00
203	COMMON EXCAVATION-TYPE A	CY	7944.000	7.880	62598.72	2.250	17874.00	3.150	25023.60
203	TOPSOIL	CY	30243.000	4.470	135186.21	5.150	155751.45	3.500	105850.50
203	CLAY EXCAVATION	CY	87269.000	6.360	555030.84	9.900	863963.10	4.500	392710.50
203	TOPSOIL MANDATORY BORROW AREA	CY	3993.000	3.990	15932.07	2.350	9383.55	7.000	27951.00
203	MANDATORY BORROW	CY	168617.000	7.770	1310154.09	9.100	1534414.70	6.750	1138164.75
210	BOX CULVERT EXCAVATION	EA	1.000	5550.000	5550.00	25000.000	25000.00	12000.000	12000.00
210	CLASS 1 EXCAVATION	L SUM	1.000	15000.000	15000.00	16500.000	16500.00	16000.000	16000.00
210	BACKFILL CLASS AA	LF	1161.000	162.000	188082.00	.010	11.61	65.000	75465.00
210	FOUNDATION PREPARATION	EA	1.000	10000.000	10000.00	11000.000	11000.00	11000.000	11000.00
210	FOUNDATION FILL	CY	2028.000	37.850	76759.80	30.000	60840.00	40.000	81120.00
210	FOUNDATION PREPARATION-BOX CULVERT	EA	1.000	5000.000	5000.00	5000.000	5000.00	9000.000	9000.00
216	WATER	M GAL	1867.000	24.000	44808.00	20.000	37340.00	21.000	39207.00
230	SUBGRADE PREPARATION-TYPE A-12IN	STA	14.000	582.000	8148.00	1000.000	14000.00	840.000	11760.00
251	SEEDING CLASS III	ACRE	21.380	924.000	19755.12	968.000	20695.84	1400.000	29932.00
251	TEMPORARY COVER CROP	ACRE	34.020	70.000	2381.40	76.500	2602.53	160.000	5443.20
253	STRAW MULCH	ACRE	34.020	340.000	11566.80	357.000	12145.14	325.000	11056.50
253	HYDRAULIC MULCH	ACRE	14.730	1625.000	23936.25	1700.000	25041.00	1900.000	27987.00
255	ECB TYPE 2	SY	32175.000	1.250	40218.75	1.450	46653.75	1.400	45045.00
255	TRM TYPE 2	SY	118.000	6.300	743.40	6.600	778.80	13.000	1534.00
258	CONCRETE SLOPE PROTECTION	SY	709.000	105.000	74445.00	107.000	75863.00	108.000	76572.00
260	SILT FENCE SUPPORTED	LF	1513.000	1.850	2799.05	1.950	2950.35	2.250	3404.25
260	REMOVE SILT FENCE SUPPORTED	LF	1513.000	.420	635.46	.440	665.72	.550	832.15
261	FIBER ROLLS 12IN	LF	17589.000	2.650	46610.85	2.650	46610.85	2.250	39575.25
261	REMOVE FIBER ROLLS 12IN	LF	17589.000	.420	7387.38	.440	7739.16	.550	9673.95
265	STABILIZED CONSTRUCTION ACCESS	EA	2.000	7500.000	15000.00	1000.000	2000.00	2000.000	4000.00
265	REMOVE STABILIZED CONSTRUCTION ACCESS	EA	2.000	1850.000	3700.00	500.000	1000.00	500.000	1000.00
302	SALVAGED BASE COURSE	CY	62.000	31.500	1953.00	50.000	3100.00	53.000	3286.00
302	AGGREGATE BASE COURSE CL 5	CY	7109.000	47.750	339454.75	46.000	327014.00	40.000	284360.00
302	TYPE II PIPE BEDDING	CY	500.000	81.350	40675.00	.010	5.00	50.000	25000.00
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	648.000	97.500	63180.00	148.000	95904.00	103.000	66744.00
550	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	14648.000	77.000	1127896.00	79.000	1157192.00	81.500	1193812.00
602	CLASS AAE-3 CONCRETE	CY	746.700	900.000	672030.00	1045.000	780301.50	1050.000	784035.00
602	CLASS AE-3 CONCRETE	CY	265.700	750.000	199275.00	880.000	233816.00	888.000	235941.60
602	CONCRETE BRIDGE APPROACH SLAB	SY	230.000	290.000	66700.00	319.000	73370.00	322.000	74060.00
602	PILE SUPPORTED APPROACH SLAB	SY	230.000	480.000	110400.00	528.000	121440.00	525.000	120750.00
602	PENETRATING WATER REPELLENT TREATMENT	SY	3250.000	2.750	8937.50	3.000	9750.00	3.000	9750.00
606	12FT X 9FT PRECAST RCB CULVERT	LF	92.000	1120.000	103040.00	1246.000	114632.00	1400.000	128800.00
606	12FT X 9FT PRECAST RCB END SECTION	EA	2.000	60000.000	120000.00	54390.000	108780.00	58000.000	116000.00
612	REINFORCING STEEL-GRADE 60	LBS	33647.000	1.600	53835.20	1.750	58882.25	1.750	58882.25
612	REINFORCING STEEL-GRADE 60-EPOXY COATED	LBS	157843.000	1.350	213088.05	1.450	228872.35	1.500	236764.50

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:

AWARD TO: AMES CONSTRUCTION INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

5

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 6 OF 12

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-IM-8-984(153)156

COUNTY & DATE CASS (017) NOV 13, 2020 09:30AM

LENGTH & TYPE 0.720
FARGO 64TH AVE S(38TH STS-33RD ST S)

COMPLETION TIME 10/15/22 GRADING, AGGREGATE BASE, PCC PAVEMENT,

	NO. 1	BIDDER INDUSTRIAL BUILDERS INC FARGO, ND c.c. BOND RANK 03		BIDDER DAKOTA UNDERGROUND COMPANY FARGO, ND c.c. BOND RANK 04		BIDDER KPH INC FARGO, ND c.c. BOND RANK 05	
SPEC. NO. / ITEM DESCRIPTION	UNIT / QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
616 STRUCTURAL STEEL	L SUM 1.000	1540000.000	1540000.00	1716000.000	1716000.00	1733000.000	1733000.00
622 STEEL PILING HP 10 X 42	LF 1250.000	34.000	42500.00	37.400	46750.00	38.000	47500.00
622 STEEL PILING HP 14 X 89	LF 1750.000	61.000	106750.00	67.100	117425.00	68.000	119000.00
622 STEEL PILING HP 14 X 102	LF 1955.000	68.000	132940.00	74.800	146234.00	76.000	148580.00
624 PEDESTRIAN FENCE	LF 465.300	291.000	135402.30	325.000	151222.50	355.000	165181.50
702 MOBILIZATION	L SUM 1.000	1005000.000	1005000.00	1400000.000	1400000.00	1500000.000	1500000.00
704 FLAGGING	MHR 328.000	60.000	19680.00	50.000	16400.00	65.000	21320.00
704 TRAFFIC CONTROL SIGNS	UNIT 3467.000	5.000	17335.00	1.100	3813.70	1.100	3813.70
704 ATTENUATION DEVICE-TYPE B-75	EA 4.000	3150.000	12600.00	3300.000	13200.00	3300.000	13200.00
704 TYPE III BARRICADE	EA 23.000	105.000	2415.00	110.000	2530.00	110.000	2530.00
704 DELINEATOR DRUMS	EA 144.000	26.250	3780.00	27.500	3960.00	27.000	3888.00
704 TUBULAR MARKERS	EA 14.000	10.500	147.00	11.000	154.00	11.000	154.00
704 SEQUENCING ARROW PANEL-TYPE C	EA 1.000	1575.000	1575.00	1650.000	1650.00	1600.000	1600.00
704 PRECAST CONCRETE MED BARRIER-STATE FURNISHED	EA 292.000	150.000	43800.00	350.000	102200.00	185.000	54020.00
704 PORTABLE CHANGEABLE MESSAGE SIGN	EA 3.000	3150.000	9450.00	3300.000	9900.00	3300.000	9900.00
706 FIELD OFFICE	EA 1.000	27500.000	27500.00	50000.000	50000.00	55500.000	55500.00
708 INLET PROTECTION-SPECIAL	EA 41.000	189.000	7749.00	225.000	9225.00	225.000	9225.00
708 REMOVE INLET PROTECTION-SPECIAL	EA 41.000	21.000	861.00	100.000	4100.00	55.000	2255.00
709 GEOSYNTHETIC MATERIAL TYPE G	SY 187.000	4.500	841.50	5.000	935.00	8.000	1496.00
709 GEOSYNTHETIC MATERIAL TYPE R1	SY 18583.000	1.700	31591.10	1.850	34378.55	3.100	57607.30
714 PIPE CONC REINF 15IN CL V-STORM DRAIN	LF 224.000	109.350	24494.40	60.000	13440.00	125.000	28000.00
714 PIPE CONC REINF 18IN CL IV-STORM DRAIN	LF 22.000	174.700	3843.40	67.000	1474.00	130.000	2860.00
714 PIPE CONC REINF 24IN CL III-STORM DRAIN	LF 256.000	128.100	32793.60	86.000	22016.00	136.000	34816.00
714 PIPE CONC REINF 30IN CL III-STORM DRAIN	LF 47.000	136.000	6392.00	103.000	4841.00	158.000	7426.00
714 PIPE CONC REINF 36IN CL III-STORM DRAIN	LF 394.000	147.400	58075.60	135.000	53190.00	241.000	94954.00
714 PIPE CONC REINF 42IN CL II-STORM DRAIN	LF 101.000	220.000	22220.00	160.000	16160.00	211.000	21311.00
714 PIPE CONDUIT 12IN-STORM DRAIN	LF 216.000	149.000	32184.00	105.000	22680.00	90.000	19440.00
714 PIPE CONDUIT 15IN-STORM DRAIN	LF 1185.000	85.000	100725.00	45.000	53325.00	45.000	53325.00
714 PIPE CONDUIT 18IN-STORM DRAIN	LF 887.000	75.400	66879.80	55.000	48785.00	50.000	44350.00
714 PIPE CONDUIT 21IN-STORM DRAIN	LF 152.000	80.850	12289.20	59.000	8968.00	65.000	9880.00
714 PIPE CONDUIT 24IN-STORM DRAIN	LF 546.000	90.000	49140.00	68.000	37128.00	63.000	34398.00
714 PIPE CONDUIT 30IN-STORM DRAIN	LF 293.000	107.500	31497.50	84.000	24612.00	83.000	24319.00
714 PIPE CONDUIT 36IN-STORM DRAIN	LF 157.000	144.000	22608.00	112.000	17584.00	110.000	17270.00
714 PIPE CONDUIT 42IN-STORM DRAIN	LF 536.000	149.500	80132.00	137.000	73432.00	126.000	67536.00
714 PIPE PVE 36IN SEWER	LF 998.000	232.500	232035.00	233.000	232534.00	250.000	249500.00
714 CASING PIPE 18IN	LF 256.000	75.000	19200.00	82.000	20992.00	165.000	42240.00
714 PLUG PIPE-ALL TYPES & SIZES	EA 4.000	787.500	3150.00	1000.000	4000.00	8000.000	32000.00
714 EDGEDRAIN NON PERMEABLE BASE	LF 2853.000	6.240	17802.72	7.500	21397.50	7.250	20684.25
722 MANHOLE 48IN	EA 4.000	3550.000	14200.00	2400.000	9600.00	2100.000	8400.00
722 MANHOLE 60IN	EA 2.000	4070.000	8140.00	2800.000	5600.00	3450.000	6900.00
722 MANHOLE 72IN	EA 3.000	6000.000	18000.00	4000.000	12000.00	4850.000	14550.00
722 MANHOLE 84IN	EA 5.000	4075.000	20375.00	4300.000	21500.00	5850.000	29250.00
722 MANHOLE 96IN	EA 1.000	6975.000	6975.00	5600.000	5600.00	9200.000	9200.00
722 MANHOLE 108IN	EA 1.000	6590.000	6590.00	7000.000	7000.00	15750.000	15750.00
722 MANHOLE SANITARY	EA 3.000	13685.000	41055.00	27000.000	81000.00	14000.000	42000.00
722 MANHOLE RISER 48IN	LF 18.850	365.000	6880.25	210.000	3958.50	245.000	4618.25
722 MANHOLE RISER 60IN	LF 8.380	454.000	3804.52	205.000	1717.90	315.000	2639.70

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

6

AWARD TO: AMES CONSTRUCTION INC

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 7 OF 12

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-IM-8-984(153)156

COUNTY & DATE CASS (017) NOV 13, 2020 09:30AM

LENGTH & TYPE 0.720

FARGO 64TH AVE S(38TH STS-33RD ST S)

COMPLETION TIME 10/15/22 GRADING, AGGREGATE BASE, PCC PAVEMENT,

			NO. 1	BIDDER INDUSTRIAL BUILDERS INC FARGO, ND c.c. BOND RANK 03		BIDDER DAKOTA UNDERGROUND COMPANY FARGO, ND c.c. BOND RANK 04		BIDDER KPH INC FARGO, ND c.c. BOND RANK 05	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
722	MANHOLE RISER 72IN	LF	14140	593000	838502	360000	509040	415000	586810
722	MANHOLE RISER 84IN	LF	31690	814000	2579566	480000	1521120	560000	1774640
722	MANHOLE RISER 96IN	LF	6070	1000000	6070000	600000	364200	660000	400620
722	MANHOLE RISER 108IN	LF	6310	1450000	9149500	830000	523730	1150000	725650
722	INLET-TYPE 2	EA	9000	2960000	26640000	2500000	22500000	2700000	24300000
722	INLET-TYPE 2 DOUBLE	EA	7000	5507000	38549000	3900000	27300000	5000000	35000000
722	INLET SPECIAL CATCH BASIN-TYPE A 48IN	EA	11000	3003000	33033000	3700000	40700000	3000000	33000000
722	INLET SPECIAL CATCH BASIN-TYPE A 60IN	EA	3000	4842000	14526000	4600000	13800000	5150000	15450000
722	INLET CATCH BASIN BEEHIVE	EA	8000	2226000	17808000	1500000	12000000	1850000	14800000
724	FITTINGS-DUCTILE IRON	LBS	1938000	14750	28585500	10000	19380000	9000	17442000
724	GATE VALVE & BOX 6IN	EA	5000	2383000	11915000	2000000	10000000	2100000	10500000
724	GATE VALVE & BOX 8IN	EA	3000	4137000	12411000	2400000	7200000	2630000	7890000
724	GATE VALVE & BOX 16IN	EA	1000	13600000	13600000	11900000	11900000	14000000	14000000
724	6IN HYDRANT	EA	5000	5292000	26460000	5330000	26650000	5200000	26000000
724	WATERMAIN 6IN PVC	LF	46000	84500	3887000	30000	1380000	35000	1610000
724	WATERMAIN 8IN PVC	LF	896000	71200	63795200	33000	29568000	40000	35840000
724	WATERMAIN 12IN PVC	LF	40000	200000	8000000	50000	2000000	55000	2200000
724	WATERMAIN 16IN PVC	LF	1303000	112000	145936000	65000	84695000	83000	108149000
724	12IN SANITARY SEWER PIPE	LF	220000	80500	17710000	69000	15180000	66000	14520000
724	15IN SANITARY SEWER PIPE	LF	165000	85400	14091000	75000	12375000	135000	22275000
748	CURB & GUTTER-TYPE I 30IN	LF	6817000	24700	168379900	25000	170425000	26000	177242000
748	CURB & GUTTER 42IN	LF	243000	59000	14337000	35000	8505000	65000	15795000
748	VALLEY GUTTER 36IN	SY	30000	75000	2250000	75000	2250000	400000	12000000
750	PIGMENTED IMPRINTED CONCRETE	SY	309000	94500	29200500	99000	30591000	100000	30900000
750	SIDEWALK CONCRETE 5IN REINF	SY	5720000	46350	265122000	49000	280280000	53000	303160000
750	SIDEWALK CONCRETE 6IN	SY	277000	51450	14251650	54000	14958000	58000	16066000
750	CONCRETE MEDIAN NOSE PAVING	SY	39000	105000	4095000	150000	5850000	110000	4290000
750	DETECTABLE WARNING PANELS	SF	236000	52500	12390000	55000	12980000	56000	13216000
752	FENCE CHAIN LINK	LF	813000	21250	17276250	22250	18089250	22500	18292500
752	FENCE REMOVE & RESET	LF	813000	17500	14227500	18350	14918550	18500	15040500
752	CORNER ASSEMBLY-STEEL POST	EA	8000	580000	4640000	605000	4840000	610000	4880000
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	153600	23100	3548160	24200	3717120	25000	3840000
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	18000	22000	396000	23100	415800	25000	450000
754	ROADWAY TERMINATION-TYPE A	EA	2000	4620000	9240000	4840000	9680000	5000000	10000000
754	FLEXIBLE DELINEATORS	EA	50000	84000	4200000	88000	4400000	90000	4500000
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	167000	20000	3340000	21000	3507000	21000	3507000
754	OBJECT MARKERS - CULVERTS	EA	12000	58000	696000	61000	732000	60000	720000
754	REVISE DYNAMIC MESSAGE SIGN	EA	1000	75000000	75000000	65000000	65000000	75000000	75000000
762	EPOXY PVMT MK 4IN LINE	LF	9634000	630	6069420	660	6358440	1250	12042500
762	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	128000	32300	4134400	34000	4352000	32000	4096000
762	PVMT MK PAINTED 4IN LINE	LF	132000	1050	138600	1100	145200	2250	297000
762	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	725000	11000	7975000	11500	8337500	12250	8881250
762	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	LF	68000	28400	1931200	30000	2040000	30000	2040000
762	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	LF	6552000	8300	54381600	8700	57002400	12000	78624000
764	W-BEAM GUARDRAIL	LF	195100	41500	8096650	74000	14437400	44250	8633180
764	W-BEAM GUARDRAIL END TERMINAL	EA	4000	2730000	10920000	2750000	11000000	2900000	11600000
770	LIGHTING SYSTEM A	EA	1000	202000000	202000000	210870000	210870000	200000000	200000000

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

7

AWARD TO: AMES CONSTRUCTION INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 8 OF 12

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-IM-8-984(153)156

COUNTY & DATE CASS (017) NOV 13, 2020 09:30AM

LENGTH & TYPE 0.720

FARGO 64TH AVE S(38TH STS-33RD ST S)

COMPLETION TIME 10/15/22 GRADING, AGGREGATE BASE, PCC PAVEMENT,

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	NO. 1 BIDDER INDUSTRIAL BUILDERS INC FARGO, ND c.c. BOND RANK 03 BID PRICE	AMOUNT	BIDDER DAKOTA UNDERGROUND COMPANY FARGO, ND c.c. BOND RANK 04 BID PRICE	AMOUNT	BIDDER KPH INC FARGO, ND c.c. BOND RANK 05 BID PRICE	AMOUNT
772	IT SYSTEM	EA	1.000	25000.000	25000.00	26000.000	26000.00	32000.000	32000.00
900	SETTLEMENT PLATE	EA	20.000	1375.000	27500.00	1830.000	36600.00	550.000	11000.00
920	GEOFOAM	CY	33491.000	75.000	2511825.00	62.600	2096536.60	92.000	3081172.00
920	GEOMEMBRANE	SY	16095.000	6.840	110089.80	7.500	120712.50	6.500	104617.50
920	PREFABRICATED VERTICAL WICK DRAINS	LF	659568.000	.680	448506.24	.777	512484.34	.500	329784.00
920	VIBRATING WIRE PIEZOMETER	EA	4.000	7500.000	30000.00	7700.000	30800.00	6500.000	26000.00
920	VIBRATING WIRE DATA LOGGER	EA	2.000	5500.000	11000.00	10000.000	20000.00	15000.000	30000.00
920	SAND DRAIN	TON	37489.000	16.000	599824.00	15.950	597949.55	16.000	599824.00
930	BRIDGE BENCH MARKS	SET	1.000	4000.000	4000.00	4400.000	4400.00	4500.000	4500.00
930	INSTRUMENTATION-AUTOMATED GROUND MOVEMENT SENSOR	EA	2.000	55000.000	110000.00	51700.000	103400.00	75000.000	150000.00
930	ROADWAY CANOPY	L SUM	1.000	40000.000	40000.00	44000.000	44000.00	45000.000	45000.00
930	ABUTMENT UNDERDRAIN SYSTEM	EA	2.000	15000.000	30000.00	16500.000	33000.00	16000.000	32000.00
	TOTAL				15430341.03		16060227.85		16495772.33
				NO LIMIT		NO LIMIT		NO LIMIT	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

8

AWARD TO: AMES CONSTRUCTION INC

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 9 OF 12

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-IM-8-984(153)156

COUNTY & DATE CASS (017) NOV 13, 2020 09:30AM

LENGTH & TYPE 0.720

FARGO 64TH AVE S(38TH STS-33RD ST S)

COMPLETION TIME 10/15/22 GRADING, AGGREGATE BASE, PCC PAVEMENT,

NO.	1				
BIDDER	NORTHERN IMPROVEMENT COMPANY	STRATA CORPORATION			
	FARGO, ND	GRAND FORKS, ND			
C.C.	BOND RANK 06	BOND RANK 07			

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1.000	55000.000	55000.00	107000.000	107000.00		
108	CRITICAL PATH METHOD SCHEDULE	L SUM	1.000	12360.000	12360.00	22000.000	22000.00		
201	CLEARING & GRUBBING	L SUM	1.000	75000.000	75000.00	12000.000	12000.00		
202	REMOVAL OF STRUCTURE	L SUM	1.000	5500.000	5500.00	3500.000	3500.00		
202	REMOVAL OF CULVERTS-ALL TYPES & SIZES	LF	186.000	20.60	3831.60	20.000	3720.00		
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	10.000	82.400	824.00	80.000	800.00		
202	REMOVE EXISTING FENCE	LF	751.000	7.500	5632.50	7.300	5482.30		
203	COMMON EXCAVATION-TYPE A	CY	7944.000	5.000	39720.00	5.500	43692.00		
203	TOPSOIL	CY	30243.000	5.950	179945.85	6.250	189018.75		
203	CLAY EXCAVATION	CY	87269.000	7.000	610883.00	7.250	632700.25		
203	TOPSOIL MANDATORY BORROW AREA	CY	3993.000	4.250	16970.25	4.800	19166.40		
203	MANDATORY BORROW	CY	168617.000	10.000	1686170.00	9.500	1601861.50		
210	BOX CULVERT EXCAVATION	EA	1.000	19570.000	19570.00	19000.000	19000.00		
210	CLASS 1 EXCAVATION	L SUM	1.000	15450.000	15450.00	15000.000	15000.00		
210	BACKFILL CLASS AA	LF	1161.000	70.000	81270.00	68.000	78948.00		
210	FOUNDATION PREPARATION	EA	1.000	10300.000	10300.00	10000.000	10000.00		
210	FOUNDATION FILL	CY	2028.000	33.000	66924.00	32.000	64896.00		
210	FOUNDATION PREPARATION-BOX CULVERT	EA	1.000	11845.000	11845.00	11500.000	11500.00		
216	WATER	M GAL	1867.000	12.000	22404.00	35.000	65345.00		
230	SUBGRADE PREPARATION-TYPE A-12IN	STA	14.000	2400.000	33600.00	2685.000	37590.00		
251	SEEDING CLASS III	ACRE	21.380	905.000	19348.90	880.000	18814.40		
251	TEMPORARY COVER CROP	ACRE	34.020	71.500	2432.43	69.500	2364.39		
253	STRAW MULCH	ACRE	34.020	335.000	11396.70	325.000	11056.50		
253	HYDRAULIC MULCH	ACRE	14.730	1595.000	23494.35	1550.000	22831.50		
255	ECB TYPE 2	SY	32175.000	1.350	43436.25	1.320	42471.00		
255	TRM TYPE 2	SY	118.000	6.200	731.60	6.000	708.00		
258	CONCRETE SLOPE PROTECTION	SY	709.000	100.000	70900.00	100.000	70900.00		
260	SILT FENCE SUPPORTED	LF	1513.000	1.800	2723.40	1.750	2647.75		
260	REMOVE SILT FENCE SUPPORTED	LF	1513.000	.410	620.33	.400	605.20		
261	FIBER ROLLS 12IN	LF	17589.000	2.580	45379.62	2.500	43972.50		
261	REMOVE FIBER ROLLS 12IN	LF	17589.000	.410	7211.49	.400	7035.60		
265	STABILIZED CONSTRUCTION ACCESS	EA	2.000	14600.000	29200.00	5500.000	11000.00		
265	REMOVE STABILIZED CONSTRUCTION ACCESS	EA	2.000	1595.000	3190.00	1000.000	2000.00		
302	SALVAGED BASE COURSE	CY	62.000	51.500	3193.00	50.000	3100.00		
302	AGGREGATE BASE COURSE CL 5	CY	7109.000	45.500	323459.50	41.000	291469.00		
302	TYPE II PIPE BEDDING	CY	500.000	51.500	25750.00	50.000	25000.00		
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	648.000	93.000	60264.00	285.000	184680.00		
550	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	14648.000	73.350	1074430.80	92.000	1347616.00		
602	CLASS AAE-3 CONCRETE	CY	746.700	980.000	731766.00	950.000	709365.00		
602	CLASS AE-3 CONCRETE	CY	265.700	825.000	219202.50	800.000	212560.00		
602	CONCRETE BRIDGE APPROACH SLAB	SY	230.000	295.000	67850.00	290.000	66700.00		
602	PILE SUPPORTED APPROACH SLAB	SY	230.000	495.000	113850.00	480.000	110400.00		
602	PENETRATING WATER REPELLENT TREATMENT	SY	3250.000	2.850	9262.50	2.750	8937.50		
606	12FT X 9FT PRECAST RCB CULVERT	LF	92.000	2165.000	199180.00	2100.000	193200.00		
606	12FT X 9FT PRECAST RCB END SECTION	EA	2.000	66950.000	133900.00	65000.000	130000.00		
612	REINFORCING STEEL-GRADE 60	LBS	33647.000	1.650	55517.55	1.600	53835.20		
612	REINFORCING STEEL-GRADE 60-EPOXY COATED	LBS	157843.000	1.390	219401.77	1.350	213088.05		

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:

AWARD TO: AMES CONSTRUCTION INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

9

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 10 OF 12

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-IM-8-984(153)156

COUNTY & DATE CASS (017) NOV 13, 2020 09:30AM

LENGTH & TYPE 0.720

FARGO 64TH AVE S(38TH STS-33RD ST S)

COMPLETION TIME 10/15/22 GRADING, AGGREGATE BASE, PCC PAVEMENT,

NO.	1								
BIDDER	NORTHERN IMPROVEMENT COMPANY			STRATA CORPORATION					
	FARGO, ND			GRAND FORKS, ND					
C.C.	BOND	RANK 06		BOND	RANK 07		C.C.		

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
616	STRUCTURAL STEEL	L SUM	1.000	1607000.000	1607000.00	1560000.000	1560000.00		
622	STEEL PILING HP 10 X 42	LF	1250.000	35.000	43750.00	34.000	42500.00		
622	STEEL PILING HP 14 X 89	LF	1750.000	62.800	109900.00	61.000	106750.00		
622	STEEL PILING HP 14 X 102	LF	1955.000	70.000	136850.00	68.000	132940.00		
624	PEDESTRIAN FENCE	LF	465.300	330.000	153549.00	323.000	150291.90		
702	MOBILIZATION	L SUM	1.000	1699000.000	1699000.00	1965600.000	1965600.00		
704	FLAGGING	MHR	328.000	53.500	17548.00	50.000	16400.00		
704	TRAFFIC CONTROL SIGNS	UNIT	3467.000	1.030	3571.01	1.000	3467.00		
704	ATTENUATION DEVICE-TYPE B-75	EA	4.000	3090.000	12360.00	3000.000	12000.00		
704	TYPE III BARRICADE	EA	23.000	103.000	2369.00	100.000	2300.00		
704	DELINEATOR DRUMS	EA	144.000	25.750	3708.00	25.000	3600.00		
704	TUBULAR MARKERS	EA	14.000	10.300	144.20	10.000	140.00		
704	SEQUENCING ARROW PANEL-TYPE C	EA	1.000	1545.000	1545.00	1500.000	1500.00		
704	PRECAST CONCRETE MED BARRIER-STATE FURNISHED	EA	292.000	205.000	59860.00	360.000	105120.00		
704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	3.000	3090.000	9270.00	3000.000	9000.00		
706	FIELD OFFICE	EA	1.000	54450.000	54450.00	28000.000	28000.00		
708	INLET PROTECTION-SPECIAL	EA	41.000	185.000	7585.00	180.000	7380.00		
708	REMOVE INLET PROTECTION-SPECIAL	EA	41.000	21.000	861.00	20.000	820.00		
709	GEOSYNTHETIC MATERIAL TYPE G	SY	187.000	5.150	963.05	5.000	935.00		
709	GEOSYNTHETIC MATERIAL TYPE R1	SY	18583.000	1.700	31591.10	2.200	40882.60		
714	PIPE CONC REINF 15IN CL V-STORM DRAIN	LF	224.000	128.750	28840.00	125.000	28000.00		
714	PIPE CONC REINF 18IN CL IV-STORM DRAIN	LF	22.000	133.900	2945.80	130.000	2860.00		
714	PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	256.000	140.000	35840.00	136.000	34816.00		
714	PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	47.000	163.000	7661.00	158.000	7426.00		
714	PIPE CONC REINF 36IN CL III-STORM DRAIN	LF	394.000	248.000	97712.00	241.000	94954.00		
714	PIPE CONC REINF 42IN CL II-STORM DRAIN	LF	101.000	217.000	21917.00	211.000	21311.00		
714	PIPE CONDUIT 12IN-STORM DRAIN	LF	216.000	92.700	20023.20	90.000	19440.00		
714	PIPE CONDUIT 15IN-STORM DRAIN	LF	1185.000	46.350	54924.75	45.000	53325.00		
714	PIPE CONDUIT 18IN-STORM DRAIN	LF	887.000	51.500	45680.50	50.000	44350.00		
714	PIPE CONDUIT 21IN-STORM DRAIN	LF	152.000	66.950	10176.40	65.000	9880.00		
714	PIPE CONDUIT 24IN-STORM DRAIN	LF	546.000	64.900	35435.40	63.000	34398.00		
714	PIPE CONDUIT 30IN-STORM DRAIN	LF	293.000	85.500	25051.50	83.000	24319.00		
714	PIPE CONDUIT 36IN-STORM DRAIN	LF	157.000	114.500	17976.50	111.000	17427.00		
714	PIPE CONDUIT 42IN-STORM DRAIN	LF	536.000	130.000	69680.00	126.000	67536.00		
714	PIPE PVE 36IN SEWER	LF	998.000	231.750	231286.50	225.000	224550.00		
714	CASING PIPE 18IN	LF	256.000	77.250	19776.00	75.000	19200.00		
714	PLUG PIPE-ALL TYPES & SIZES	EA	4.000	825.000	3300.00	800.000	3200.00		
714	EDGEDRAIN NON PERMEABLE BASE	LF	2853.000	6.150	17545.95	7.230	20627.19		
722	MANHOLE 48IN	EA	4.000	2165.000	8660.00	2600.000	10400.00		
722	MANHOLE 60IN	EA	2.000	3555.000	7110.00	3950.000	7900.00		
722	MANHOLE 72IN	EA	3.000	4995.000	14985.00	5350.000	16050.00		
722	MANHOLE 84IN	EA	5.000	6025.000	30125.00	6350.000	31750.00		
722	MANHOLE 96IN	EA	1.000	9475.000	9475.00	9700.000	9700.00		
722	MANHOLE 108IN	EA	1.000	16225.000	16225.00	16250.000	16250.00		
722	MANHOLE SANITARY	EA	3.000	14420.000	43260.00	14000.000	42000.00		
722	MANHOLE RISER 48IN	LF	18.850	255.000	4806.75	245.000	4618.25		
722	MANHOLE RISER 60IN	LF	8.380	325.000	2723.50	315.000	2639.70		

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

10

AWARD TO: AMES CONSTRUCTION INC

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 11 OF 12

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-IM-8-984(153)156

COUNTY & DATE CASS (017) NOV 13, 2020 09:30AM

LENGTH & TYPE 0.720
FARGO 64TH AVE S(38TH STS-33RD ST S)

COMPLETION TIME 10/15/22 GRADING, AGGREGATE BASE, PCC PAVEMENT,

NO.	1		
BIDDER	NORTHERN IMPROVEMENT COMPANY FARGO, ND	STRATA CORPORATION GRAND FORKS, ND	
C.C. BOND	RANK 06	RANK 07	

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
722	MANHOLE RISER 72IN	LF	141.40	4300.00	6082.20	4150.00	5868.10		
722	MANHOLE RISER 84IN	LF	316.90	5750.00	18221.75	5600.00	17746.40		
722	MANHOLE RISER 96IN	LF	60.70	6800.00	4127.60	6600.00	4006.20		
722	MANHOLE RISER 108IN	LF	63.10	11850.00	747.735	11500.00	725.650		
722	INLET-TYPE 2	EA	9.00	27800.00	250200.00	27000.00	243000.00		
722	INLET-TYPE 2 DOUBLE	EA	7.00	51500.00	360500.00	50000.00	350000.00		
722	INLET SPECIAL CATCH BASIN-TYPE A 48IN	EA	11.00	30900.00	339900.00	35000.00	385000.00		
722	INLET SPECIAL CATCH BASIN-TYPE A 60IN	EA	3.00	53000.00	159000.00	56500.00	169500.00		
722	INLET CATCH BASIN BEEHIVE	EA	8.00	19050.00	152400.00	23500.00	188000.00		
724	FITTINGS-DUCTILE IRON	LBS	1938.00	9.300	18023.40	9.000	17442.00		
724	GATE VALVE & BOX 6IN	EA	5.00	21650.00	108250.00	24500.00	122500.00		
724	GATE VALVE & BOX 8IN	EA	3.00	27100.00	81300.00	29800.00	89400.00		
724	GATE VALVE & BOX 16IN	EA	1.00	14420.00	14420.00	14350.00	14350.00		
724	6IN HYDRANT	EA	5.00	5375.00	26875.00	5200.00	26000.00		
724	WATERMAIN 6IN PVC	LF	46.00	36.00	1656.00	35.00	1610.00		
724	WATERMAIN 8IN PVC	LF	896.00	41.200	36915.20	40.000	35840.00		
724	WATERMAIN 12IN PVC	LF	40.00	56.650	2266.00	55.000	2200.00		
724	WATERMAIN 16IN PVC	LF	1303.00	85.500	111406.50	83.000	108149.00		
724	12IN SANITARY SEWER PIPE	LF	220.00	68.000	14960.00	66.000	14520.00		
724	15IN SANITARY SEWER PIPE	LF	165.00	139.000	22935.00	135.000	22275.00		
748	CURB & GUTTER-TYPE I 30IN	LF	6817.00	23.500	160199.50	29.500	201101.50		
748	CURB & GUTTER 42IN	LF	243.00	58.500	14215.50	35.000	8505.00		
748	VALLEY GUTTER 36IN	SY	30.00	95.000	2850.00	165.000	4950.00		
750	PIGMENTED IMPRINTED CONCRETE	SY	309.00	92.700	28644.30	95.000	29355.00		
750	SIDEWALK CONCRETE 5IN REINF	SY	572.00	45.500	26026.00	50.000	28600.00		
750	SIDEWALK CONCRETE 6IN	SY	277.00	50.500	13988.50	55.000	15235.00		
750	CONCRETE MEDIAN NOSE PAVING	SY	39.00	220.000	8580.00	165.000	6435.00		
750	DETECTABLE WARNING PANELS	SF	236.00	51.500	12154.00	60.000	14160.00		
752	FENCE CHAIN LINK	LF	813.00	20.850	16951.05	20.230	16446.99		
752	FENCE REMOVE & RESET	LF	813.00	17.200	13983.60	16.680	13560.84		
752	CORNER ASSEMBLY-STEEL POST	EA	8.00	565.000	4520.00	550.000	4400.00		
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	153.60	22.650	3479.04	22.000	3379.20		
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	18.00	21.650	389.70	21.000	378.00		
754	ROADWAY TERMINATION-TYPE A	EA	2.00	4550.000	9100.00	4400.000	8800.00		
754	FLEXIBLE DELINEATORS	EA	50.00	82.400	4120.00	80.000	4000.00		
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	167.00	19.600	3273.20	19.000	3173.00		
754	OBJECT MARKERS - CULVERTS	EA	12.00	56.650	679.80	55.000	660.00		
754	REVISE DYNAMIC MESSAGE SIGN	EA	1.00	75000.000	75000.00	68140.000	68140.00		
762	EPOXY PVMT MK 4IN LINE	LF	9634.00	.620	5973.08	.600	5780.40		
762	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	128.00	31.750	4064.00	30.800	3942.40		
762	PVMT MK PAINTED 4IN LINE	LF	132.00	1.100	145.20	1.000	132.00		
762	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	725.00	10.850	7866.25	10.500	7612.50		
762	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	LF	68.00	27.900	1897.20	27.100	1842.80		
762	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	LF	6552.00	8.150	53398.80	7.900	51760.80		
764	W-BEAM GUARDRAIL	LF	1951.00	41.250	80478.8	68.000	132668.0		
764	W-BEAM GUARDRAIL END TERMINAL	EA	4.00	2675.000	10700.00	2500.000	10000.00		
770	LIGHTING SYSTEM A	EA	1.00	196200.000	196200.00	187480.000	187480.00		

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

11

AWARD TO: AMES CONSTRUCTION INC

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 12 OF 12

ABSTRACT OF BIDS RECEIVED

PROJECT NO. SU-IM-8-984(153)156

COUNTY & DATE CASS (017) NOV 13, 2020 09:30AM

LENGTH & TYPE 0.720

FARGO 64TH AVE S(38TH STS-33RD ST S)

COMPLETION TIME 10/15/22 GRADING, AGGREGATE BASE, PCC PAVEMENT,

NO.	1		
BIDDER	NORTHERN IMPROVEMENT COMPANY	STRATA CORPORATION	
	FARGO, ND	GRAND FORKS, ND	
C.C.	BOND RANK 06	BOND RANK 07	

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
772	IT SYSTEM	EA	1.000	2437.5000	2437.500	4436.6000	4436.600		
900	SETTLEMENT PLATE	EA	20.000	1150.000	23000.00	1500.000	30000.00		
920	GEOFOAM	CY	33491.000	91.000	3047681.00	95.000	3181645.00		
920	GEOMEMBRANE	SY	16095.000	6.000	96570.00	5.800	93351.00		
920	PREFABRICATED VERTICAL WICK DRAINS	LF	659568.000	.500	329784.00	.460	303401.28		
920	VIBRATING WIRE PIEZOMETER	EA	4.000	5850.000	23400.00	3500.000	14000.00		
920	VIBRATING WIRE DATA LOGGER	EA	2.000	12700.000	25400.00	2000.000	4000.00		
920	SAND DRAIN	TON	37489.000	14.700	551088.30	17.500	656057.50		
930	BRIDGE BENCH MARKS	SET	1.000	4120.000	4120.00	4000.000	4000.00		
930	INSTRUMENTATION-AUTOMATED GROUND MOVEMENT SENSOR	EA	2.000	73100.000	146200.00	45000.000	90000.00		
930	ROADWAY CANOPY	L SUM	1.000	41200.000	41200.00	40000.000	40000.00		
930	ABUTMENT UNDERDRAIN SYSTEM	EA	2.000	15450.000	30900.00	15000.000	30000.00		
	TOTAL				1698422.90		1768145.64		
				NO LIMIT		NO LIMIT			

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

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AWARD TO: AMES CONSTRUCTION INC

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering