

**FARGO CITY COMMISSION AGENDA**  
Monday, November 24, 2025 - 5:00 p.m.

Executive Session at 4:30 p.m.

Roll Call.

**PLEASE NOTE:** The Board of City Commissioners will convene in the City Commission Chambers at 4:30 p.m. and retire into Executive Session in the Red River Room for the purpose of attorney consultation regarding eminent domain litigation the City of Fargo is involved in with the Joyce Cole Trust and Edna Holm as Trustee of the Daniel H. Holm and Edna T. Holm Revocable Living Trust, and to receive its attorneys' advice and guidance on the legal risks, strengths and weaknesses of an action of a public entity, which, to discuss these matters in open meeting will have a negative fiscal effect on the bargaining and/or litigation position of the City; and for purposes of discussing negotiating strategy and/or providing negotiating instructions to its attorney or other negotiator regarding the litigation with Joyce Cole Trust and Edna Holm as Trustee of the Daniel H. Holm and Edna T. Holm Revocable Living Trust. Thus, an Executive Session for these matters is authorized pursuant to North Dakota Century Code 44-04-19.1 subsections 2, 5 and 9.

Regular Meeting at 5:00 p.m.

City Commission meetings are broadcast live on TV Fargo Channel 56 and online at [www.FargoND.gov/Streaming](http://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](http://www.FargoND.gov/CityCommission).

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, November 10, 2025).

**CONSENT AGENDA – APPROVE THE FOLLOWING:**

- 1. Appointment of Ian McLean as City Attorney effective 11/25/25.
- 2. 1st reading of an Ordinance Amending Section 16-0201, 16-0204, 16-0206, 16-0213, 16-0214 and 16-0216 and Repealing Section 16-0205 of Article 16-02 of Chapter 16 of the Fargo Municipal Code Relating to Waterworks System.
- 3. 1st reading of an Ordinance Amending Section 22-0301 of Article 22-03 of Chapter 22 of the Fargo Municipal Code Relating to Plumbing Code.
- 4. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in EOLA Second Addition and J & O 45th Street Apartments Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 11/10/25.
- 5. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in EOLA Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 11/10/25.

6. Applications for Games of Chance.
7. Direct the City Attorney to seek clarification from the Attorney General regarding North Dakota Century Code § 5-02-10 concerning pre-emption of City Ordinance pertaining to procedures.
8. Direct the City Attorney, Police Chief and Deputy City Auditor to review application guidelines and background investigation processes for Alcoholic Beverage Licenses.
9. Bid award to Opp Construction for the installation of traffic signal protective bollards (RFP25304).
10. Negative Final Balancing Change No. 1 in the amount of -\$1,455.24 for Project No. ER-25-D1.
11. Negative Final Balancing Change Order No. 3 in the amount of -\$298,259.14 for Project No. FM-21-A2.
12. Change Order No. 2 for a time extension to the substantial and final completion date to 7/18/26 for Project No. TM-25-A1.
13. Bid award to PCI Roads LLC in the amount of \$1,466,293.26 for Project No. QR-25-A1.
14. Bid award to Northern Improvement Company in the amount of \$496,432.70 for Project No. TR-26-A1.
15. Amendment (First) to Master Services Agreements with previously approved consultants (Project No. MS-23-A0).
16. Negative Final Balancing Change Order No. 2 in the amount of -\$12,671.52 for Improvement District No. BR-25-F1.
17. Change Order No. 3 in the amount of \$2,783.75 for Improvement District No. PR-24-A1.
18. Bid award to Border States Paving, Inc. in the amount of \$1,918,999.07 for Improvement District No. BR-26-E1.
19. Contract and bond for Improvement District No. BR-26-A1.
20. Items from the FAHR Meeting:
  - a. Receive and file General Fund - Budget to Actual through 10/31/25.
  - b. Notice of Grant Award from the ND Department of Health and Human Services for WIC and related budget adjustment (CFDA #10.557).
  - c. Replacement of the fire system at Newman Outdoor Field and related budget adjustments (RFP25283).
  - d. Energy Efficiency and Conservation Block Grant and related budget adjustment.
  - e. Sale or disposal of City-owned assets through the Ford Motor Company's automotive remarketing service with the proceeds going back to the General Fund.
  - f. Lease Amendment Agreement with Bison Square Partnership (EX25314).
21. Agreement with EHS Insight.
22. Resolution Prescribing Rates and Charges for Solid Waste Services effective 1/1/26.

23. Change Order No. 3 in the amount of \$0.00 for the GTC Deck Overlay Project.
24. State of Minnesota - Minnesota State Colleges and Universities - Minnesota State Community and Technical College Services Contract (U-Pass).
25. Contract and bond for Project No. WA2501 (electrical construction contract).
26. Bid award for the Water Treatment Plant chemicals for 2026, as presented (ITB26024).
27. Bid award for the Water Reclamation Utility chemicals for 2026, as presented (ITB26025).
28. Extension to the Electrical Services Agreement with Sun Electric, Inc. until 2/28/26 for the water utility.
29. Extension to Agreements for Consulting Services for Water, Water Reclamation and Solid Waste Utilities as presented.
30. Bills.

**REGULAR AGENDA:**

31. Recommendation to approve the Agreement Concerning Annexation and Extraterritorial Jurisdiction with the City of Harwood.

**PUBLIC HEARINGS - 5:05 pm:**

32. **PUBLIC HEARING** – Application for an ownership change of a Class “ABH” Alcoholic Beverage License from 3803 Spirits, LLC d/b/a Holiday Inn to HIWA Lounge, LLC d/b/a Holiday Inn located at 3803 13th Avenue South.
33. **PUBLIC HEARING** - Application for a Class “GH” Alcoholic Beverage License for Kimp’s Kitchen, LLC d/b/a Kimp’s Kitchen to be located at 1000 45th Street South.
34. **PUBLIC HEARING** - Application for a Class “F” Alcoholic Beverage License for Spaghetti Western d/b/a Spaghetti Western to be located at 524 Broadway North.
35. **PUBLIC HEARING** - Application for an ownership change of a Class “FA” Alcoholic Beverage License from Roadhouse of Fargo Holdings, LLC d/b/a Texas Roadhouse to Texas Roadhouse Holdings, LLC d/b/a Texas Roadhouse located at 4971 13th Avenue South.
36. **PUBLIC HEARING** - Plat of Gateway Hyundai Addition (3800 Main Avenue); approval recommended by the Planning Commission on 8/5/25.
37. **PUBLIC HEARING** – Hearing on a dangerous building located at 1544 3rd Avenue South.
38. **PUBLIC HEARING - CONTINUE to 12/8/25** - Annexation of 303.23 acres, more or less located in the West Half of Section 3, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota.
39. **PUBLIC HEARING - CONTINUE to 12/8/25** - Annexation of 256.87 acres, more or less East Half of Section 3, Township 140 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota, less those parcels lying within said East Half legally described in

those instruments recorded at the Office of the Recorder, Cass County, North Dakota; continued from the 11/10/25 Regular Meeting

40. **PUBLIC HEARING - CONTINUE to 12/8/25** - Annexation of 236.16 acres, more or less in the Southeast Quarter and the East One-Half of the Southwest Quarter of Section 35, Township 141 North, Range 49 West of the 5th Principal Meridian, Cass County, North Dakota; continued from the 11/10/25 Regular Meeting.
41. Metro Railroad Needs Study Presentation.
42. Application for Abatement or Refund of Taxes #4595 for property located at 1437 15th Street South requesting a reduction in value for 2025.
43. Recommendation to approve the 2026 Engineering CIP, 2027 Core Neighborhood Reconstruction, 2027 Federal Aid Reconstruction Project and updated language to the Infrastructure Funding Policy.
44. Discussion regarding the continuation of broadcasting Public Comments.
45. Liaison Commissioner Assignment Updates.
46. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up at [FargoND.gov/VirtualCommission](https://www.fargoND.gov/VirtualCommission)).**

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

Minutes are available on the City of Fargo website at [www.FargoND.gov/CityCommission](https://www.fargoND.gov/CityCommission).



①

November 24, 2025

**To: Board of City Commissioners**  
**Fr: Michael Redlinger, City Administrator**  
**Re: Appointment of Ian McLean as City Attorney**

The City of Fargo received notice from Nancy Morris, City Attorney, of her intent to resign from the position of City Attorney effective November 24, 2025. Ms. Morris will continue to serve the City of Fargo as an Assistant City Attorney in the future in a reduced capacity.

With this vacancy, it is recommended that the City Commission consider and appoint Ian McLean, Assistant City Attorney, as the City Attorney for the City of Fargo. Per the Fargo Home Rule Charter and City Ordinances, the City Attorney is an appointed officer of the City of Fargo. *See Chapter 4-0101 – Officers of the City of Fargo.*

Mr. McLean has served in the City Attorney's Office as Assistant City Attorney since 2015 and has provided valuable counsel in several areas to Fargo. His experience, knowledge, and familiarity with the City of Fargo have prepared him to serve in the appointed role of City Attorney. I fully support and respectfully request the City Commission appoint Mr. McLean as City Attorney per the provisions of Chapter 4-0101,

**Recommended Action:** Appoint Ian McLean as City Attorney for the City of Fargo effective November 25, 2025.

Attachment: Ian McLean Biography

**Ian McLean Biography**

Ian is a Fargo native who graduated from the University of Minnesota in 2008 and the University of Iowa College of Law in 2011. He has practiced with the Serkland Law Firm since 2012 and has served as an Assistant City Attorney for the City of Fargo since 2015. Ian began his work with the City in prosecution, and while he continues to handle prosecution matters, his role has expanded to providing civil legal services across the organization, including advising various departments and the City Commission, and carrying out the full range of duties and services provided by the City Attorney's Office. He has been the First Assistant City Attorney since 2022.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

AN ORDINANCE AMENDING SECTION 16-0201, 16-0204, 16-0206,  
16-0213, 16-0214 and 16-0216 AND REPEALING SECTION 16-0205  
OF ARTICLE 16-02 OF CHAPTER 16 OF THE FARGO MUNICIPAL  
CODE RELATING TO WATERWORKS SYSTEM

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 16-0201 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is  
hereby amended to read as follows:

**16-0201. - Water meters required.**

Any person, firm, or corporation taking water from the water mains of the city shall  
be required to use a meter furnished by the city, at the expense of the consumer, to  
measure water used by said consumer and to pay, for the water so used. City retains  
discretion to replace meters for any reason, including changes in technology.  
Failure of the water service consumer to replace a water service meter to the city  
preferred water meter shall result in a service charge for the water service, such  
charge to be in an amount to be determined by resolution of the board of city  
commissioners. Water used shall be charged at such rate per hundred cubic feet or  
per thousand gallons, or otherwise, as the board of city commissioners may, by  
resolution, adopt.

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Any person firm or corporation taking water from the city may opt out of activation of the radio transmitted meter component of the water service meter by completing an Opt Out Request Form provided by the city and pay a fee, in an amount to be determined by Resolution of the board of city commissioners.

Failure to pay the established monthly service charge for failure to replace the required water service meter or opt out fee shall be deemed a breach and water service may be terminated.

Section 2. Amendment.

Section 16-0204 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

**16-0204. - Size of water meter furnished, installed, and maintained by water department or owner.**

Meters smaller than one inch in size shall be installed, and maintained by the water department at a furnished construction charge in an amount to be established by Resolution of the board of city commissioners. Meters broken or damaged through ~~carelessness of the consumer~~ by the water service recipient shall be repaired at the expense of the consumer, and these charges shall be payable the first of the month following the date of such repairs. Meters one inch in size and larger shall be furnished at the owner's expense subject to the approval of the water department.

All water meters shall be subject to inspection by city or designee upon property notice to owner. Such inspection shall take placenot more than once every two (2) years. Failure to permit inspection after proper notice shall result in termination of water service.

Section 3. Amendment.

Section 16-0205 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is hereby repealed:

**~~16-0205. - Water meter - Standard construction and proportions - Inspection before installed.~~**

~~Meters shall be of standard construction and proportions and shall pass the~~

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~~inspection of the water department before being installed.~~

Section 4. Amendment.

Section 16-0206 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

**16-0206. - Water meters in ~~duplex dwelling~~ Multiple Property Building—  
Payment of water charges.**

For a ~~duplex dwelling~~ multiple property complexes there shall be a separate meter and a separate shutoff in the street for each ~~part of such~~ water user in the multiple property building. The owner shall pay the water charges for any existing services to duplex residences where there is only one meter.

Section 5. Amendment.

Section 16-0213 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

**16-0213. - Protection of water meters—Damage to meter—Notice to water department— Liability of owner.**

The owner or occupant of premises where a meter is installed shall be responsible for its care and protection from freezing or hot water and from other injury or interference from any person or persons. In case of damage to the meter or in case of its stoppage or imperfect working, he shall give immediate notice to the office of the water department. In all cases where meters are broken or damaged by negligence of owners or occupants of premises, or by freezing, hot water, or other damage except ordinary wear and tear, the cost of repairs shall be paid by the owner or occupant, and, in case payment thereof is neglected or refused, the water supply shall be turned off and shall not be turned on until full payment has been made, plus an additional charge for restoring water service in an amount to be determined by Resolution of the board of city commissioners, including a charge of \$2 for turning on the water again.

Section 6. Amendment.

Section 16-0214 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is

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hereby amended to read as follows:

**16-0214. - Owner of premises to give notice when meter not needed—  
Responsibility for loss.**

Wherever a water meter is installed on a water service in premises that are to be remodeled, removed, or destroyed or where the service is discontinued so that the water meter is no longer needed, the owner of such premise shall give notice ~~in writing~~ to the water meter department to remove such meter, ~~and free Owner shall~~ provide access to such meter ~~must be provided~~ no later than 24 hours after notice is given so that the meter may be removed. The owner of the premise shall be held responsible for the meter until possession of the water meter is secured by city. ~~such written notice is given; and if the meter is covered up or lost, he shall be required to pay for the same at the actual value.~~

Section 7. Amendment.

Section 16-0216 of Article 16-02 of Chapter 16 of the Fargo Municipal Code is hereby amended to read as follows:

**16-0216. - Tampering with water meter—Water rent charge to be established.**

If any water service or meter is found to have been tampered with, the amount charged for water ~~rent~~ service shall be estimated for the period and the meter repaired and tested. Upon repetition of the offense, it will be optional with the water department to discontinue the water service or collect the amount estimated due. Tampering with the city water service meter or connecting to the city water service by circumventing the legally mandated water meter in any way shall be deemed a violation of this ordinance, resulting in a charge of an infraction for such activity.

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Section 8. Penalty.

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

Section 9. Effective Date

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

(SEAL)

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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

AN ORDINANCE AMENDING SECTION 22-0301 OF ARTICLE 22-03  
OF CHAPTER 22 OF THE FARGO MUNICIPAL  
CODE RELATING TO PLUMBING CODE

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

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

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

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

NOW, THEREFORE, Be It Ordained by the Board of City Commissioners of the City of Fargo:

Section 1. Amendment.

Section 22-0301 of Article 22-03 of Chapter 22 of the Fargo Municipal Code is hereby amended to read as follows:

22-0301. Water services—Quality—Rules regarding.

Services one and one-quarter inches and one and one-half inches shall be connected to the main by using an approved saddle. On services larger than two inches, a four-inch gate valve may be used as the shutoff, or two inch PEXa tubing is permitted.

Services larger than two inches shall be of standard C900 PVC SDR 18 connected to the main by a "tapping sleeve and valve" or equal or a tee. Gate valves smaller than four inches shall not be used and any service less than four inches in size shall have a four-inch gate valve with proper reducers to meet service size.

In renewing or constructing a larger service to any premises, a permit for such work will not be issued unless the abandoned service is closed at the corporation.

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1 All services shall have minimum depth of seven feet below finished grade and shall have a  
2 stop or curb cock fitted with a box, set between the sidewalk and curb and the top of such box to  
3 the grade of the sidewalk.

4 The city water department maintains and repairs all existing services between the  
5 corporation and the curb cock only. On services larger than four inches, the gate valve that is  
6 tapped of the water main will be considered the curb cock for that service.

7 The city shall have the right to enter any premises at reasonable times and as necessary to  
8 inspect, maintain, repair or terminate the plumbing system when located on private property.

9 Services shall be fitted with a standard Ball valve adjacent to and on the street side of the  
10 meter. An additional valve shall be provided on the house side of the meter when larger than  
11 five-eighths inch in size.

12 For meters one and one-half inches in size, or over, a bypass shall be required with a  
13 suitable valve on each side of the meter and a valve in the bypass and also a valve on the service  
14 as it enters the building.

15 Upon completion of a plumbing installation and test, where no service meter exists, the  
16 plumber shall close the water service at the curb cock and it shall remain closed until application  
17 for a meter shall have been made by the general contractor or the owner and the meter installed  
18 by the water department.

19 A separate and independent water connection shall be provided from the main for each  
20 building or subdivision thereof when such subdivisions are under separate ownership.

21 For duplex dwellings or subdivisions of buildings under single ownership, a shutoff shall be  
22 provided for each subdivision at a point between the public sidewalk and the curb, which may be  
23 done by branching from a single service at the curb. When existing services to buildings of the  
latter classification do not conform to these regulations, the owner of such building shall be held  
responsible for the payment of water charges.

No person, firm or corporation shall connect to an abandoned lead service line to secure  
water service. Unauthorized connection to a city water service is an infraction.

Section 2. Penalty.

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

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Section 3. Effective Date

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

(SEAL)

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

Attest:

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

First Reading:  
Second Reading:  
Final Passage:  
Publication:

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

**Resolution Establishing Water Meter Charge for Failure to Replace Meter and Opt Out Charge**

**WHEREAS**, on \_\_\_\_\_ (date of second reading of ordinance) the city of Fargo adopted an ordinance establishing a monthly charge for water service customers that fail to replace the water meter by which the customer receives water service; and

**WHEREAS**; on \_\_\_\_\_ (same date), the city of Fargo adopted an ordinance establishing a monthly charge for water service customers that opt out of activation of the radio transmitted meter component of the water service meter.

**NOW, THEREFORE, BE IT RESOLVED** by the board of city commissioners of the city of Fargo:

1. A monthly charge in the amount of \$50 shall be billed to a water service customer who fails or refuses to allow the installation of the City preferred water meter.
2. A monthly charge in the amount of \$30 shall be billed to a water service customer who affirmatively opts out of activation of the radio transmitted meter component of the water service meter.

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 2025.

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Timothy J. Mahoney, M.D., Mayor

ATTEST:

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Steve Sprague, City Auditor

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④

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

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN EOLA SECOND ADDITION  
AND J & O 45<sup>TH</sup> STREET APARTMENTS ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in EOLA Second Addition and the proposed J & O 45<sup>th</sup> Street Apartments Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 6, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on November 10, 2025.

NOW, THEREFORE,

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

Section 1. The following described property:

Lot Two (2), Block One (1) of EOLA Second Addition to the City of Fargo, Cass County, North Dakota;

AND

Lots One (1) through Eight (8), Block One (1) of J & O 45<sup>th</sup> Street Apartments Addition to the City of Fargo, Cass County, North Dakota;

that is currently zoned "GC", General Commercial, District, with a "PUD", Planned Unit Development Overlay, District, as established by Fargo Municipal Ordinance No. 5404, will hereby retain the base zoning of "GC", General Commercial, District, repealing and replacing the "PUD", Planned Unit Development Overlay, District, as follows:

Allowed Uses.

In addition to the uses allowed within the "GC", General Commercial zoning district, residential use shall also be allowed.

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Residential Density.

On Lot Two (2), Block One (1), EOLA Second Addition and Lots One (1) through Eight (8), Block One (1), J & O 45<sup>th</sup> Street Apartments Addition, the maximum residential density allowed shall be seventy (70) units per acre.

On Lots Two (2) through Seven (7), Block One (1), J & O 45<sup>th</sup> Street Apartments Addition, the maximum residential density allowed shall be forty (40) units per acre.

Parking.

The following parking requirements are as follows:

On Lot Two (2), Block One (1), EOLA Second Addition and Lots One (1) and Eight (8), Block One (1), J & O 45<sup>th</sup> Street Apartments Addition, 1.31 parking spaces per residential unit;

On Lots Two (2) through Seven (7), Block One (1), J & O 45<sup>th</sup> Street Apartments Addition, 2 parking spaces per residential unit.

Parking can be located anywhere in the development; and  
All other parking requirements shall be governed by the Land Development Code.

Setbacks.

A reduction to 10 feet on the front and side street setbacks, and reduction to 5 feet on the rear setback.

Landscaping.

The parking lot buffer requirement shall be waived along 45<sup>th</sup> Street South and along 24<sup>th</sup> Avenue South on Lot Two (2), Block One (1), EOLA Second Addition.

Open space plant units placed in the front and street side shall be reduced to 25%.

Open space plant units may be located collectively within the development.

At the final phase of development, all required open space plant units will be verified. Landscaping will increase with review of phased PUD Final Plans. Landscape plans will be submitted with each Final Plan for internal review.

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Height.

On Lot Two (2), Block One (1), EOLA Second Addition and Lots One (1) and Eight (8), Block One (1), J & O 45<sup>th</sup> Street Apartments Addition, the maximum building height shall be 130 feet.

On Lots Two (2) through Seven (7), Block One (1), J & O 45<sup>th</sup> Street Apartments Addition, the maximum building height for residential buildings within proximity of residentially zoned property shall be sixty (60) feet.

Open Space.

The development shall have a minimum of 20% open space.

Residential Protection Standards.

No residential protection standards apply to the development.

Additional Standards.

All primary buildings shall be constructed or clad with materials that are durable, economically-maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; or glass. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with the appearance of wood may be used.

Color schemes shall tie building elements together, relate pad buildings within the same development to each other, and shall be used to enhance the architectural form of a building.

All building façades greater than 150 feet in length, measured horizontally, shall incorporate a varied material palette. The varied material palette shall be configured whereas the primary material and color shall not exceed 50% of the building façade, the secondary material and color shall not exceed 30% of the building façade, tertiary material and color shall not exceed 20% of the building façade, and any other materials and/or colors shall not exceed the percentage of the tertiary material. Material square footage shall be inclusive of all glazing and door openings as well as deck projections.

Ground floor façades that face public streets shall have arcades, display windows, entry areas, awnings, or other such features along no less than 50% of their horizontal length. If

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the façade facing the street is not the front it shall include the same features and/or landscaping in scale with the façade.

Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public view by parapets, including but not limited to the back of the structure. The average height of such parapets shall not exceed one third of the height of the supporting wall.

Loading facilities to be located at the side of structures when possible. All loading and service areas will be clearly signed to specify location. Trash compactors, trash chutes and roll-off trash will not need screening if located within the interior of the building. Loading and service area doors will be architecturally compatible with the materials and colors of the building.

Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on three (3) sides with the service opening not directly facing any public right-of-way or residentially zoned property. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor.

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

- The primary entrance(s) to each commercial building, including pad site buildings.
- Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development.
- Parking areas or structures that serve each primary building.
- Connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network.
- Any public sidewalk system along the perimeter streets adjacent to the development.
- Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, parks, retail shopping centers, and office buildings.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

The following uses are prohibited:

1 Detention facilities;  
2 Adult Establishment;  
3 Off-premise advertising signs;  
4 Portable signs;  
5 Vehicle repair;  
6 Industrial service;  
7 Manufacturing and production;  
8 Warehouse and freight movement; and  
9 Aviation/surface transportation.

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

9 Section 3. This ordinance shall be in full force and effect from and after its passage and  
10 approval.

11  
12  
13 (SEAL)

14 Attest:

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

15  
16  
17 \_\_\_\_\_  
Steven Sprague, City Auditor

First Reading:  
Second Reading:  
Final Passage:

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

5

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

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND  
LYING IN EOLA ADDITION  
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

WHEREAS, the Fargo Planning Commission and the Board of City Commissioners of the City of Fargo have held hearings pursuant to published notice to consider the rezoning of certain parcels of land lying in EOLA Addition to the City of Fargo, Cass County, North Dakota; and,

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on May 6, 2025; and,

WHEREAS, the rezoning changes were approved by the City Commission on November 10, 2025,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) and Two (2), Block One (1) of EOLA Addition to the City of Fargo, Cass County, North Dakota;

that is currently zoned "GC", General Commercial, District, with a "PUD", Planned Unit Development Overlay, District, as established by Fargo Municipal Ordinance No. 5403, will hereby retain the base zoning of "GC", General Commercial, District, repealing and replacing the "PUD", Planned Unit Development Overlay, District, with a "C-O", Conditional Overlay, District as follows:

1. Description: This Conditional Overlay is intended to provide for a higher quality of design than is afforded by the City of Fargo Land Development Code regarding development within the described property.
  - a. All buildings shall have architectural interest and variety through the use of articulated façades to avoid the effect of a single, long or massive wall.
  - b. Four sided design – all building facades shall be designed with a similar level of design detail, respective to building massing and building materials.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

2. All primary buildings shall be constructed or clad with materials that are durable, economically maintained, and of a quality that will retain their appearance over time, including but not limited to natural or synthetic stone; brick; stucco; integrally-colored, textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; EIFS (exterior insulation finishing system), glass, metal-cladding similar to 'Aluco Bond', 'MAC', 'Pac-Clad', and synthetic panels similar to 'Trespa' and 'Nichiha'. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with a wood look may be used. Horizontal lap siding and vertical board & batten shall be allowed on residential structures but shall not exceed 75% of the building elevation for residential.
3. Color schemes shall tie building elements together, relate pad buildings within the same development to each other, and shall be used to enhance the architectural form of a building.
4. All building facades greater than 150 feet in length, measured horizontally, shall incorporate wall plane projections or recesses having a depth of at least three percent of the length of the facade, and extending at least 20 percent of the length of the facade. No uninterrupted length of any facade shall exceed 150 horizontal feet. An articulated facade would emphasize elements on the face of a wall including change in setback, materials, roof pitch or height.
5. Ground floor façades that front public right-of-way shall have arcades, windows, entry areas, awnings, or other such features along no less than 60 percent of their horizontal length for commercial and 30 percent of their horizontal length for residential. If the façade facing the street is not the front, it shall include the same features and/or landscaping in scale with the façade.
6. The total building footprint for all multi-dwelling accessory buildings shall be a maximum of 45 percent of the primary building coverage.
7. No multi-dwelling accessory structures shall be allowed between the primary structure and the front or street side property line or in the front of the building.
8. Individual multi-dwelling accessory structures shall have a maximum length of 140 feet.
9. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public view at ground level by parapets or other structures. All ground level HVAC units and utility boxes shall be screened from view by a structure, wall, fence, or landscaping.

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

10. Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on at least three (3) sides. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor; however, if the service side does not face any public right-of-way or residentially zoned property the metal gate shall not be required.
11. Separate vehicular and pedestrian circulation systems shall be provided. An onsite system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:
- a. The primary entrance or entrances to each commercial building, including pad site buildings.
  - b. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the commercial development.
  - c. Parking areas or structures that serve such primary buildings.
  - d. Connections between the on-site (internal) pedestrian walkway network and any public sidewalk system located along adjacent perimeter streets shall be provided at regular intervals along the perimeter street as appropriate to provide easy access from the public sidewalks to the interior walkway network.
  - e. Any public sidewalk system along the perimeter streets adjacent to the commercial development.
  - f. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, retail shopping centers, office buildings.
12. A minimum of 5% of the internal surface area of the parking lot shall be landscaped with plantings. The cumulative open space (green space) of each property shall consist of at least 10% of the total property acreage.
13. Definitions:
- a. Façade: Any exterior side of a building as viewed from a single direction, typically perpendicular to the exterior side of the building being viewed.
  - b. Depth: A horizontal distance perpendicular to a building façade.
  - c. Elevation: A horizontal orthographic projection of a building onto a vertical plane, parallel to one side of the building.
  - d. Landscaped: To make an area of land more attractive by adding plants.
14. The following uses are prohibited:
- a. Detention Facilities

OFFICE OF THE CITY ATTORNEY  
FARGO, NORTH DAKOTA

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

- b. Adult Establishments
- c. Off-premise advertising signs
- d. Portable signs
- e. Vehicle repair
- f. Industrial service
- g. Manufacturing and production
- h. Warehouse and freight movement; and
- i. Aviation/surface transportation

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

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

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

(SEAL)

Attest:

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

First Reading:  
Second Reading:  
Final Passage:



**AUDITOR'S  
OFFICE**

**AUDITOR'S OFFICE**

Fargo City Hall  
225 4th Street North  
PO Box 2471  
Fargo, ND 58108  
FargoND.gov

Phone: 701.241.8108 | Fax: 701.241.8184

**MEMORANDUM**

**TO: BOARD OF CITY COMMISSIONERS**

**FROM: AUDITOR'S OFFICE**

**DATE: NOVEMBER 24, 2025**

**SUBJECT: GAMES OF CHANCE APPLICATIONS**

Please find attached the Applications for Games of Chance.

**RECOMMENDED MOTION:** To approve the Applications for Games of Chance as presented.



**APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT**  
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL  
 GAMING DIVISION  
 SFN 9338 (8-2025)

Applying for (check one)							
<input checked="" type="checkbox"/> Local Permit		<input type="checkbox"/> Restricted Event Permit*					
Games to be conducted		<input type="checkbox"/> Raffle by a Political or Legislative District Party					
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle	<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle	<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*	<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.  
**LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS**

**ORGANIZATION INFO**

Name of Organization or Group <b>Dakota Medical Foundation</b>		Dates of Activity (Does not include dates for the sales of tickets) <b>June 5, 2026</b>	
Organization or Group Contact Person <b>Kim Palm</b>		E-mail <b>kpalm@lakmed.org</b>	Telephone Number <b>701-356-2658</b>
Business Address <b>4321 20 Ave S</b>		City <b>Fargo</b>	State <b>ND</b> ZIP Code <b>58103</b>
Mailing Address (if different)		City	State ZIP Code

**SITE INFO**

Site Name <b>Starion Field</b>		County <b>CASS</b>	
Site Physical Address <b>2401 42 St SW</b>		City <b>Fargo</b>	State <b>ND</b> ZIP Code <b>58104</b>
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) <b>One time 50/50 raffle on June 5, 2026 at Starion.</b>			

**PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)**

Game Type	Description of Prize	Exact Retail Value of Prize
<b>50/50</b>		
Total (limit \$50,000 per year)		\$

**ADDITIONAL REQUIRED INFORMATION**

Intended Uses of Gaming Proceeds <b>463 Foundation</b>	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$50,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52680 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

Printed Name of Organization Group's Permit Organizer <b>Kim Palm</b>	Telephone Number <b>701-356-2658</b>	E-mail Address <b>kpalm@lakmed.org</b>
Signature of Organization Group's Permit Organizer <b>Kim Palm</b>	Title <b>Development Specialist</b>	Date <b>11/17/25</b>



## APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (8-2025)

Applying for (check one)	
<input checked="" type="checkbox"/> Local Permit	<input type="checkbox"/> Restricted Event Permit*
Games to be conducted	
<input type="checkbox"/> Bingo	<input checked="" type="checkbox"/> Raffle
<input type="checkbox"/> Raffle Board	<input type="checkbox"/> Calendar Raffle
<input type="checkbox"/> Sports Pool	<input type="checkbox"/> Poker*
<input type="checkbox"/> Twenty-One*	<input type="checkbox"/> Paddlewheels*

\*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.

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

## ORGANIZATION INFO

Name of Organization or Group		Dates of Activity (Does not include dates for the sales of tickets)	
Davies Booster Club		4/01/2026 (drawing)	
Organization or Group Contact Person	E-mail	Telephone Number	
Annette Nesius - President	annette.l.nesius@gmail.com	701-446-6251	
Business Address	City	State	ZIP Code
7150 25th St. S	Fargo	ND	58104
Mailing Address (if different)	City	State	ZIP Code
7150 25th St. S	Fargo	ND	58104

## SITE INFO

Site Name	County
Davies High School	Cass
Site Physical Address	City
7150 25th St. S	Fargo
State	ZIP Code
ND	58104
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.)	
Raffle Drawing: 4/01/2026	

## PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Custom Made Quilt	\$300.00
Raffle	Maxwell's Gift Card	\$200.00
Raffle	Davies Blanket, Davies Chopper Mitts & Dry Bag	\$125.00
Total (limit \$50,000 per year)		\$1925.00

## ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
All ticket sales will go directly to the Davies Booster Club Scholarship Fund
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded)
<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$50,000 per fiscal year)
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.)
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Printed Name of Organization Group's Permit Organizer	Telephone Number	E-mail Address
Annette Nesius	701-446-6251	annette.l.nesius@gmail.com
Signature of Organization Group's Permit Organizer	Title	Date
Annette L Nesius	President of Booster Club	

①

Date: November 24, 2025

To: City Commission

From: Auditors Office

Re: Statutory Changes and Pre-Existing City Ordinance

The Auditors' office and Liquor Control Board were informed of a statutory change regarding North Dakota Century Code § 5-02-10, hearing on alleged violations. The City of Fargo has ordinances that manage and regulate local liquor licenses and the law changes are in conflict with our local ordinance, FMC 25-15-13 regarding Notice and procedures when a violation has occurred.

The Liquor Control Board unanimously approved a motion to recommend that the board of city commissioners direct the City Attorney to seek opinion from the Attorney General regarding the state changes, given the pre-existing city ordinances.

**RECOMMENDED MOTION**

**MOVE TO DIRECT THE CITY ATTORNEY TO SEEK CLARIFICATION FROM THE ATTORNEY GENERAL REGARDING NORTH DAKOTA CENTURY CODE § 5-02-10 REGARDING PREEMPTION OF CITY ORDINANCE PERTAINING TO PROCEDURES.**



Date: November 24, 2025

To: City Commission

From: Auditors Office

Re: Application Guidelines and Background Investigation Process

The Chief of Police requested direction to review the liquor license application guidelines and background investigation processes.

The changes would be updating guidelines for liquor license background approvals and require applicants to submit to an FBI fingerprinting background check, at their own cost. The liquor control board made a motion to direct the Chief of Police to work with the City Attorney and city staff to review application guidelines and background investigation processes.

**RECOMMENDED MOTION**

**MOVE TO DIRECT THE CITY ATTORNEY, CHIEF OF POLICE, AND DEPUTY CITY AUDITOR TO REVIEW APPLICATION GUIDELINES AND BACKGROUND INVESTIGATION PROCESS FOR ALCOHOLIC BEVERAGE LICENSES**



9

**FINANCE OFFICE**  
**PO Box 2083**  
**225 4th Street North**  
**Fargo, ND 58102**  
**Phone: 701.241.1333 | Fax: 701.476.4188**  
**[www.FargoND.gov](http://www.FargoND.gov)**

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** KEVIN MORLAN, ASSISTANT TRAFFIC & LIGHTING OPS MANAGER

**RE:** TRAFFIC SIGNAL BOLLARD INSTALLATION (RFP25304)

**DATE:** NOVEMBER 18, 2025

A Request for Proposal (RFP) was posted on November 4, 2025, seeking qualified vendors to install bollards to protect traffic signal controllers and equipment at multiple locations citywide. Proposals were due on November 18, 2025, with four (4) responding proposers.

A review committee, consisting of members from the Sign, Signal, and Street Lighting Department, determined that Opp Construction met the specification required in this RFP. Opp Construction provided the overall lowest cost for the installation.

Funding for this project will be from Utility Funds – Street Light 528 and has been included within the 2025 budget.

**RECOMMENED MOTION:** Approve the recommendation to award Opp Construction the bid for the installation of traffic signal protective bollards with a project deadline of September 4, 2026.

## Kevin Morlan - Scoring Summary

### Active Submissions

	Total	Qualifications and Experience	Cost/Delivery	References
Supplier	100 pts	/ 50 pts	/ 40 pts	/ 10 pts
Opp Construction	100	10 / 10	10 / 10	10 / 10
Strata Corporation	88	10 / 10	7 / 10	10 / 10
Sun Electric Inc	68	10 / 10	2 / 10	10 / 10
L2 Contracting	72	10 / 10	3 / 10	10 / 10

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(10)

Project No. ER-25-D1

Type: Negative Final Balancing Change Order #1

Location: 9<sup>th</sup> Ave S, 200' east of 40<sup>th</sup> St S

Date of Hearing: 11/17/2025

Routing

City Commission

Date

11/24/2025

PWPEC File

X

Project File

Rick Larson

The Committee reviewed a communication from Senior Project Manager, Rick Larson, regarding Negative Final Balancing Change Order #1 in the amount of -\$1,455.24, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #1 in the amount of -\$1,455.24, which brings the total contract amount to \$54,821.96.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Border States Paving.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of -\$1,455.24, bringing the total contract amount to \$54,821.96 to Border States Paving.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water Utility Funds

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

Yes	No
N/A	
N/A	
N/A	


COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Vacant, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Angie Bear
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Rick Larson, Senior Project Manager  
**Date:** November 4, 2025  
**Re:** Project No. ER-25-D1 – Negative Final Balancing Change Order #1

---

## **Background:**

Project No. ER-25-D1 is for Emergency Sanitary Sewer Repair on 9<sup>th</sup> Avenue South, 200' east of 40<sup>th</sup> Street.

The attached Negative Final Balancing Change Order #1 in the amount of -\$1,455.24 reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

The original contract bid price for this project was \$56,277.20 and the project final amount is \$54,821.96 (decrease of \$1,455.24). This Project is funded by Waste Water Utility Funds.

## **Recommended Motion:**

Approve Negative Final Balancing Change Order #1 in the amount of -\$1,455.24 to Border States Paving.

RJL/klb  
Attachment



CHANGE ORDER REPORT

SANITARY SEWER REPAIR & INCIDENTALS

PROJECT NO. ER-25-D1

ON 9TH AVENUE SOUTH APPROXIMATELY 200' EAST OF 40TH STREET SOUTH.

Final Balancing  
Change Order

Change Order No	1	Change Order Date	10/31/2025
Contractor	Border States Paving Inc		

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

EXPLANATION OF CHANGE      Change Order # 1

Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	2	Remove Pavement All Thicknesses All Types	SY	64		64	17.2	81.2	\$120.00	\$2,064.00
	3	Remove Pipe All Sizes All Types	LF	26		26	-5	21	\$35.00	-\$175.00
	4	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	26		26	-5	21	\$681.00	-\$3,405.00
	7	F&I Woven Geotextile	SY	64		64	-64	0	\$8.00	-\$512.00
	8	F&I Class 5 Agg - 8" Thick	SY	64		64	17.2	81.2	\$33.30	\$572.76
								Sanitary Sewer Sub Total		-\$1,455.24

Summary

Source Of Funding  
Net Amount Change Order # 1 (\$)  
Previous Change Orders (\$)  
Original Contract Amount (\$)  
Total Contract Amount (\$)

Waste Water Utility Funds  
-\$1,455.24  
\$0.00  
\$56,277.20  
\$54,821.96

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

APPROVED  
For Contractor  
Title

*Clint Armstrong*  
Project Manager/Estimator

APPROVED DATE  
Department Head  
Mayor  
Attest

*T-Keel*



## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-21-A2

Type: Negative Final Balancing Change Order #3

Location: Red River at University Dr & 52<sup>nd</sup> Ave S

Date of Hearing: 11/17/2024

RoutingDate

City Commission

11/24/2024

PWPEC File

X

Project File

Rob Hasey

The Committee reviewed the accompanying correspondence from Storm Sewer Utility Engineer, Rob Hasey, regarding Negative Final Balancing Change Order #3 in the amount of -\$298,259.14, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of -\$298,259.14, which brings the total contract amount to \$2,204,922.60.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 to Excavating Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of -\$298,259.14, bringing the total contract amount to \$2,204,922.60 to Excavating Inc.

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

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

Yes No

N/AN/AN/ACOMMITTEE

Present Yes No Unanimous

☒

Tim Mahoney, Mayor

☐☐☐

Nicole Crutchfield, Director of Planning

☒☒☐

Gary Lorenz, Fire Chief

☐☐☐

Brenda Derrig, Assistant City Administrator

☐☐☐

Ben Dow, Director of Operations

☒☒☐

Vacant, City Auditor

☐☐☐

Tom Knakmuhs, City Engineer

☒☒☐

Susan Thompson, Finance Director

☒☒☐

Angie Bear

ATTEST:

C: Kristi Olson

Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Rob Hasey, PE - Storm Sewer Utility Engineer  
**CC:** Nathan Boerboom, PE - Assistant City Engineer  
**Date:** November 17, 2025  
**Re:** Project No. FM-21-A2  
Red River Erosion Protection & Bank Stabilization (Univ Drive & 52<sup>nd</sup> Ave S)  
Negative Final Balancing Change Order #3

---

### Background:

Project No. FM-21-A2 is for the river bank stabilization of the Red River near the University Drive and 52<sup>nd</sup> Avenue South intersection.

Included with this memorandum is a negative final balancing change order which also includes extra items that were recently completed in the fall of 2025.

In August 2025, we were notified by Fargo Parks of several sink holes that had formed where the old 48" RCP outfall pipe was located prior to the University Drive reconstruction project. Excavating, Inc. mobilized equipment to the site to remove this pipe (\$2,200), removed 16' of pipe (\$3,850) and filled the remainder of the pipe with 30 CY of CDF (\$8,550). Pro Landscapers mobilized to the site to repair an area that had been rutted, imported 6 CY of topsoil and seeded 3,000 SY at a combined cost of \$2,075.

A reduction in the amount of rip rap rock and B2 bedding (Fill – Import Special) that was installed resulted in a decrease of \$308,627.00 from the contract.

### Recommended Motion:

Approve negative Final Balancing Change Order #3 in the amount of \$-298,259.14.

Attachments



CHANGE ORDER REPORT  
EROSION PROTECTION  
PROJECT NO. FM-21-A2

Final Balancing  
Change Order

RED RIVER EROSION PROTECTION & BANK STABILIZATION UNIVERSITY DR S AND  
52ND AVE S

Change Order No	3	Change Order Date	11/4/2025
Contractor	Excavating, Inc - Fargo		

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

EXPLANATION OF CHANGE      Change Order # 3  
Final Balancing Change Order.

Mobilize equipment to remove 48" RCP: \$2,200  
Remove 16' of 48" RCP: \$3,850  
Filled remaining 48" pipe with CDF: \$8,550  
Import topsoil and repair ruts: \$875  
Landscaper mob & seed area: \$1,200

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 (\$)
Change Order 1	20	Excavate & Haul - Excess Material	CY	-500	0	8000	-500	7500	\$12.00	-\$6,000.00
								Change Order 1 Sub Total		-\$6,000.00
Change Order 3	27	Mobilization	LS	0		0	1	1	\$2,200.00	\$2,200.00
	28	F&I Controlled Density Fill	CY	0		0	30	30	\$285.00	\$8,550.00
	29	Remove Pipe All Sizes All Types	LF	0		0	16	16	\$240.63	\$3,850.08
	30	Topsoil - Import	CY	-186	192	0	6	6	\$145.83	\$874.98
	31	Overseeding	SY	0		0	3000	3000	\$0.40	\$1,200.00
								Change Order 3 Sub Total		\$16,675.06
Grading	33	F&I Rip Rap Rock	CY	8540		8540	-976	7564	\$143.00	-\$139,568.00

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 (\$)
	35	Topsoil - Spread	CY	2500		2500	-192	2308	\$5.10	-\$979.20
	36	Fill - Import Special	CY	2579	90	4220	-1551	2669	\$109.00	-\$169,059.00
								<b>Grading Sub Total</b>		<b>-\$309,606.20</b>
Paving	49	Obliterate Pavement Markings	SF	6		6	48	54	\$14.00	\$672.00
								<b>Paving Sub Total</b>		<b>\$672.00</b>

Summary.

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Infrastructure (Flood) Sales Tax Fund 460  
-\$298,259.14  
\$118,950.19  
\$2,384,231.55  
\$2,204,922.60

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

APPROVED

For Contractor

Title



Estimator/Project Manager

APPROVED DATE

Department Head

Mayor

Attest





2901 40th Ave N  
Fargo, ND 58102

Phone # 701-277-7001

# Invoice

Date	Invoice #
10/10/2025	12724

Bill To
Excavating Inc 5820 Hwy 2 East Minot, ND 58701-8223

E-mail		P.O. No.		Terms	Due Date	Project	
info@prolandscapersnd.com				Net 30 18%	11/9/2025	1034 R* FM-21-A2 Flood Risk M...	
Date Srv'd	Item	Qty	U...	Description		Rate	Amount
9/30/2025	4061 Change Order	1	LS	FM-21-A2 Flood Risk Management Seed and Hydromulch .07 Ac		1,200.00	1,200.00
</							



2901 40th Ave N  
Fargo, ND 58102

Phone # 701-277-7001

# Invoice

Date	Invoice #
9/12/2025	12663

Bill To
Excavating Inc 5820 Hwy 2 East Minot, ND 58701-8223

E-mail		P.O. No.		Terms	Due Date	Project		
info@prolandscapersnd.com				Net 30 18%	10/12/2025	1034 - Open		
Date Srv'd	Item	Qty	U...	Description		Rate	Amount	
8/28/2025				52nd & University Project - Fix ruts & seeded				
	4061 Labor Catagory 3	5	Hrs	Laborer man hrs		60.00	300.00	
	4061 Bobcat	2.5	Hrs	Skidsteer		150.00	375.00	
	Black Dirt	1	LS	Install Black Dirt- 6yds		200.00	200.00	
					Sales Tax (0.0%)			\$0.00

Pro Landscapers LLC gladly accepts cash or check payments. Accounts Are Subject To Finance Charge Of 1.50%, Annual Rate Of 18.00%, On Amount Not Paid. Minimum Finance Charge Is \$5.00. There will be a \$25 charge for all returned checks. We appreciate the opportunity to do business with you.

<b>Total</b>	\$875.00
<b>Payments/Credits</b>	\$0.00
<b>Balance Due</b>	\$875.00

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(12)

Project No. TM-25-A1

Type: Time Extension (Change Order #2)

Location: Citywide

Date of Hearing: 11/17/2025

RoutingDate

City Commission

11/24/2025

PWPEC File

X

Project File

Leroy Grant

The Committee reviewed a communication from Project Manager, Leroy Grant, regarding a time extension (Change Order #2) which extends the Substantial and Final Completion Dates to July 18, 2026 to allow adequate time to complete all remaining work.

Staff is seeking approval of the time extension as described above.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend approval of the time extension (Change Order #2) to 3D Specialties, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (Change Order #2) and extend the Substantial and Final Completion Dates to July 18, 2026 to 3D Specialties, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Street Light Utility

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Angie Bear
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations

Vacant, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

  
 Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Leroy Grant, Project Manager  
**Date:** November 5, 2025  
**Re:** Project No. TM-25-A1 – Time Extension (Change Order No. 2)

---

### **Background:**

Project No. TM-25-A1 is for new pavement markings at various locations. The purpose of the project is to install new pavement markings for safer road conditions, for both motorists and pedestrians alike, Citywide where the existing pavement markings have faded or portions are missing.

3D Specialties, Inc. is the Prime Contractor for this project.

This Change Order No. 2 for the Citywide Pavement Marking Project extends the current Substantial and Final Completion Date from October 15, 2025 to July 18, 2026 to allow the Contractor adequate time to complete all remaining work. This change order does not modify the current contract amount of \$680,958.33.

Substantial and final completion shall consist of all work included in the contract, including all remaining work items, punch list items, and site cleanup.

In addition to the time extension, liquidated damages will be applied in accordance with the City of Fargo Standard Specifications at a rate of \$1,200.00 per calendar day beyond July 18, 2026, until substantial and final completion are achieved, based on the contract value falling within the \$500,000 to \$1,000,000 threshold.

This project is funded by Street Light Utility Funds.

### **Recommended Motion:**

Approve the above described Time Extension (Change Order #2) and adjust the Substantial and Final Completion Dates from October 15, 2025 to July 18, 2026 for Project No. TM-25-A1.

LG/klb  
Attachment



**CHANGE ORDER REPORT**  
**PAVEMENT MARKINGS**  
**PROJECT NO. TM-25-A1**  
**VARIOUS LOCATIONS CITYWIDE**

Change Order No 2 Change Order Date 11/4/2025  
 Contractor 3D Specialties Inc

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

**EXPLANATION OF CHANGE** Change Order # 2

Change Order No. 2 for the City-Wide Pavement Marking Project extends the current substantial and final completion date from October 15, 2025, to July 18, 2026, to allow the Contractor adequate time to complete all remaining work. This change order does not modify the current contract amount of \$680,958.33.

Substantial and final completion shall consist of all work included in the contract, including all remaining work items, punch list items, and site cleanup.

In addition to the time extension, Liquidated Damages will be applied in accordance with the City of Fargo Standard Specifications at a rate of \$1,200.00 per calendar day beyond July 18, 2026, until substantial and final completion are achieved, based on the contract value falling within the \$500,000 to \$1,000,000 threshold.

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 (\$)
Sub Total:										\$0.00

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Utility Funds - Street Lights - 528

\$0.00

\$147,262.21

\$533,696.12

\$680,958.33

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

CONTRACT DATES

Current Substantial Completion Date	Current Final Completion Date
10/15/2025	10/15/2025
Additional Days Substantial Completion	Additional Days Final Completion
276	276
New Substantial Completion Date	New Final Completion Date
7/18/2026	7/18/2026
Interim Completion Dates	

APPROVED  
For Contractor  
Title

11.06.2025  
3D Specialties, Inc.  
Manager  


APPROVED DATE  
Department Head  
Mayor  
Attest



November 24, 2025

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

Re: Recommend Award to Low Bidder  
I-29, 40<sup>th</sup> Avenue South near 38<sup>th</sup> Avenue South NB/SB- Fargo  
City of Fargo Project No. QR-25-A1  
NDDOT Project No.IM-TMA-SU8-029(215)061, PCN 23773

Dear Commissioners:

Bids were opened by the NDDOT on Friday, November 14<sup>th</sup> 2025, for 36<sup>th</sup> Street Bridge Fargo

The bids were as follows:

PCI Roads LLC	\$ 1,466,293.26
TI-ZACK Concrete	\$ 1,482,882.58
Industrial Builders Inc.	\$ 1,637,690.40
Engineer's Estimate	\$ 2,179,731.50

There are no Special Assessments associated with this project. Fargo's share of this project is \$73,262.45.

**Recommended Motion**

Concur with low bid and recommend the NDDOT award the low bid to PCI Roads LLC in the amount of \$ 1,466,293.26 as the best bid.

Sincerely,



Thomas Knakmuhs, P.E.  
City Engineer

**Attachments**

- NDDOT Notice of Bids

**ENGINEER'S STATEMENT OF ESTIMATED COST**

**BRIDGE REPLACEMENT / REHABILITATION**

PROJECT NUMBER NO. QR-25-A1  
I-29, 40<sup>TH</sup> AVENUE SOUTH TO NEAR 38<sup>TH</sup> AVENUE SOUTH NB/SB - FARGO  
PCN-23773

36<sup>TH</sup> STREET SOUTH BRIDGE  
FARGO

**Summary of low bid by PCI Roads LLC of Saint Michael, MN: \$349,251.31 (for 36<sup>th</sup> Street Bridge only)**

<u>Construction Bid Cost</u>	\$	349,251.31
Plus 10% NDDOT Eng. and Contingency	\$	34,925.13

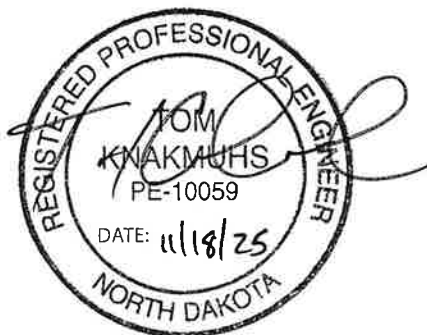
<b>Total Estimated Construction Cost:</b>	<b>\$</b>	<b>384,176.44</b>
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<u>Miscellaneous Costs</u>		
Plus Land/Easements/ROW Fee:	\$	0.00
Outside Design Engineering (Estimated):	\$	0.00

<b>Total Estimated Local Project Cost:</b>	<b>\$</b>	<b>384,176.44</b>
--	-----------	-------------------

<u>Project Funding Summary</u>		
Federal Funds	80.93%	\$ 310,913.99
Infrastructure Sales Tax	19.07%	\$ 73,262.45

We believe this project to be cost effective.



  
Thomas Knakmuhs, P.E.  
City Engineer



November 14, 2025

Tom Knakmuhs  
City Engineer  
225 4<sup>th</sup> Street N  
Fargo, ND 58102

**PROJECTS: IM-TMA-SU-8-029(215)061, PCN 23773 – I-29, 40TH AVE S TO NEAR 38TH AVE S  
NB/SB - FARGO**

Bids for the construction on the above noted project were taken at our bid opening of November 14, 2025. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for DECK OVERLAY, REMOVE AND REPLACE APPROACH SLABS, SPALL REPAIR, CRACK SEALING was submitted by PCI Roads LLC of Saint Michael, MN, in the amount of \$1,466,293.26. According to the agreement with the City of Fargo, the City's share of project **IM-TMA-SU-8-029(215)061** is estimated to be \$73,262.45. TMA-SU Federal Funds for this project are limited to \$342,711.00. See contract detail estimates for cost breakdown and limits.

Before we can award to the low bidder, we need the City of Fargo to **concur**, in writing, in the estimated amount before November 25, 2025, if possible.

Questions should be addressed to the Construction Services Division at 701-328-2566.

Sincerely,

A handwritten signature in black ink, appearing to read "Phillip Murdoff", is written over a faint, larger version of the same signature.

Phillip Murdoff, PE  
Construction Services Engineer

80/pm/jmm  
Enclosure

11/14/2025

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Page 1 of 5

North Dakota **FEDERAL AID**

Bid Opening Date: **11/14/2025**

Project Number: **IM-TMA-SU-8-029(215)061**

PCN: **23773**

Job Number: **23773**

English/Metric: **ENGLISH**

Contract with **PCI ROADS LLC SAINT MICHAEL, MN**

Signed Date:

County(s): **CASS**

Location: **I-29, 40TH AVE S TO NEAR 38TH AVE S NB/SB - FARGO**

11/14/2025

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Page 2 of 5

North Dakota FEDERAL AID

Bid Opening Date: 11/14/2025

Project Number: IM-TMA-SU-8-029(215)061

PCN: 23773

Job Number: 23773

English/Metric: ENGLISH

Roadway: URBAN

NBI #0029-061.394R LRS\_ID I29N000M MEASURE 61.4186

NBI #0029-061.394L LRS\_ID I29S000M MEASURE 61.4169

Type: DECK OVERLAY, REMOVE AND REPLACE APPROACH SLABS, SPALL REPAIR, CRACK SEALING

Participating: Y

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.800	L SUM	\$8,300.00	\$6,640.00
202	0132	REMOVAL OF BITUMINOUS SURFACING	24.000	SY	\$27.00	\$648.00
302	0120	AGGREGATE BASE COURSE CL 5	12.000	TON	\$57.00	\$684.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	4.000	TON	\$495.00	\$1,980.00
602	1135	BRIDGE APPROACH SLAB-REMOVE & REPLACE	364.400	SY	\$652.00	\$237,588.80
602	1250	PENETRATING WATER REPELLENT TREATMENT	1,244.000	SY	\$6.75	\$8,397.00
602	7000	SPECIAL SURFACE FINISH	2,800.000	SF	\$5.50	\$15,400.00
650	0704	OVERLAY CONCRETE	68.000	CY	\$2,722.37	\$185,121.16
650	0707	DECK CONCRETE	3.200	CY	\$425.00	\$1,360.00
650	0710	CLASS 1-H REMOVAL	888.000	SY	\$87.85	\$78,010.80
650	0720	CLASS 1 REMOVAL	888.000	SY	\$24.30	\$21,578.40
650	0723	CLASS 3 REMOVAL	30.000	SY	\$270.00	\$8,100.00
650	0724	CLASS 4 REMOVAL	4.000	SY	\$500.00	\$2,000.00
702	0100	MOBILIZATION	0.800	L SUM	\$313,946.00	\$251,156.80
704	1000	TRAFFIC CONTROL SIGNS	2,282.000	UNIT	\$2.60	\$5,933.20
704	1043	ATTENUATION DEVICE-TYPE B-65	2.000	EA	\$2,500.00	\$5,000.00
704	1060	DELINEATOR DRUMS	68.000	EA	\$18.50	\$1,258.00
704	1087	SEQUENCING ARROW PANEL-TYPE C	2.000	EA	\$750.00	\$1,500.00
704	1500	OBLITERATION OF PAVEMENT MARKING	1,458.000	SF	\$5.46	\$7,960.68
704	3511	STATE FURNISHED MEDIAN BARRIER	1,480.000	LF	\$46.00	\$68,080.00
762	0422	SHORT TERM 6IN LINE-TYPE R	4,694.000	LF	\$2.57	\$12,063.58
762	1306	PREFORMED PATTERNED PVMT MK 6IN LINE	4,279.000	LF	\$8.51	\$36,414.29
764	0131	W-BEAM GUARDRAIL	25.000	LF	\$51.00	\$1,275.00
764	0150	REMOVE & RESET GUARDRAIL	133.000	LF	\$20.00	\$2,660.00
930	9534	MODIFY DECK DRAIN	16.000	EA	\$1,643.64	\$26,298.24
930	9605	SPALL REPAIR - MINOR	47.000	SF	\$150.00	\$7,050.00
930	9612	SPALL REPAIR	21.000	SF	\$275.00	\$5,775.00
930	9639	APPROACH SLAB LIP REPAIR	179.200	LF	\$245.00	\$43,904.00
Subtotal						\$1,043,836.95
Eng and Contg						\$104,383.70
Total						\$1,148,220.65

Length 0.0000 Miles

		Construction
Estimated Cost		\$1,148,220.65
IM FEDERAL FUNDS	90.00%	\$1,033,398.58
IM STATE FUNDS	10.00%	\$114,822.07

11/14/2025

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Page 3 of 5

North Dakota **FEDERAL AID**Bid Opening Date: **11/14/2025**Project Number: **IM-TMA-SU-8-029(215)061**PCN: **23773**Job Number: **23773**English/Metric: **ENGLISH**Roadway: **URBAN****NBI #0029-061.245R LRS\_ID I29N000M MEASURE 61.2832****NBI #0029-061.245L LRS\_ID I29S000M MEASURE 61.2829**Type: **DECK SPALL REPAIR, JOINT SEALING, CRACK SEALING**

Participating: Y

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
602	1250	PENETRATING WATER REPELLENT TREATMENT	1,540.000	SY	\$6.75	\$10,395.00
602	1260	BRIDGE DECK CRACK SEALING	1,079.000	LF	\$4.00	\$4,316.00
602	7000	SPECIAL SURFACE FINISH	2,370.000	SF	\$5.50	\$13,035.00
650	0805	DECK SPALL REPAIR	454.000	SF	\$86.00	\$39,044.00
930	8644	SILICONE SEALANT	170.000	LF	\$9.50	\$1,615.00
930	9605	SPALL REPAIR - MINOR	32.000	SF	\$150.00	\$4,800.00
Subtotal						<b>\$73,205.00</b>
Eng and Contg						<b>\$7,320.50</b>
Total						<b>\$80,525.50</b>

Length **0.0000 Miles**

		<u>Construction</u>
Estimated Cost		<b>\$80,525.50</b>
<b>IM FEDERAL FUNDS</b>	<b>90.00%</b>	<b>\$72,472.95</b>
<b>IM STATE FUNDS</b>	<b>10.00%</b>	<b>\$8,052.55</b>

11/14/2025

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Page 4 of 5

North Dakota FEDERAL AID

Bid Opening Date: 11/14/2025

Project Number: IM-TMA-SU-8-029(215)061

PCN: 23773

Job Number: 23773

English/Metric: ENGLISH

Roadway: URBAN

NBI #0029-061.417T LRS\_ID L1892\_017M MEASURE 2.4095

Type: DECK OVERLAY, CRACK SEALING, E-RAIL RETROFIT

Participating: Y

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
103 0100	CONTRACT BOND	0.200	L SUM	\$8,300.00	\$1,660.00
202 0114	REMOVAL OF CONCRETE PAVEMENT	36.000	SY	\$86.00	\$3,096.00
202 0132	REMOVAL OF BITUMINOUS SURFACING	73.000	SY	\$27.00	\$1,971.00
203 0218	GUARDRAIL EMBANKMENT	1.000	EA	\$15,000.00	\$15,000.00
302 0120	AGGREGATE BASE COURSE CL 5	127.000	TON	\$57.00	\$7,239.00
430 0500	COMMERCIAL GRADE HOT MIX ASPHALT	34.000	TON	\$495.00	\$16,830.00
602 1250	PENETRATING WATER REPELLENT TREATMENT	283.300	SY	\$6.75	\$1,912.28
602 7000	SPECIAL SURFACE FINISH	1,195.000	SF	\$5.50	\$6,572.50
624 3002	DOUBLE BOX BEAM RAIL RETROFIT - E-RAIL	173.900	LF	\$162.00	\$28,171.80
650 0704	OVERLAY CONCRETE	27.600	CY	\$2,722.37	\$75,137.41
650 0707	DECK CONCRETE	1.200	CY	\$425.00	\$510.00
650 0710	CLASS 1-H REMOVAL	283.300	SY	\$87.85	\$24,887.91
650 0720	CLASS 1 REMOVAL	283.300	SY	\$24.30	\$6,884.19
650 0723	CLASS 3 REMOVAL	10.000	SY	\$270.00	\$2,700.00
650 0724	CLASS 4 REMOVAL	2.000	SY	\$500.00	\$1,000.00
702 0100	MOBILIZATION	0.200	L SUM	\$313,946.00	\$62,789.20
704 1000	TRAFFIC CONTROL SIGNS	556.000	UNIT	\$2.60	\$1,445.60
704 1052	TYPE III BARRICADE	20.000	EA	\$95.00	\$1,900.00
704 4011	PORTABLE CHANGEABLE MESSAGE SIGN	2.000	EA	\$1,400.00	\$2,800.00
748 0141	CURB & GUTTER-TYPE 1 SPECIAL	47.000	LF	\$96.00	\$4,512.00
762 0113	EPOXY PVMT MK 4IN LINE	1,543.000	LF	\$3.10	\$4,783.30
764 0131	W-BEAM GUARDRAIL	420.000	LF	\$51.00	\$21,420.00
764 0145	W-BEAM GUARDRAIL END TERMINAL	4.000	EA	\$2,920.00	\$11,680.00
764 2081	REMOVE END TREATMENT & TRANSITION	6.000	EA	\$225.00	\$1,350.00
770 4525	REVISE LIGHTING SYSTEM	1.000	EA	\$26,000.00	\$26,000.00
930 9534	MODIFY DECK DRAIN	8.000	EA	\$1,643.64	\$13,149.12
930 9612	SPALL REPAIR	14.000	SF	\$275.00	\$3,850.00

Subtotal \$349,251.31

Eng and Contg \$34,925.13

Total \$384,176.44

Length 0.0000 Miles

		Construction
Estimated Cost		\$384,176.44
FMASU FEDERAL FUNDS	80.93%	\$310,913.99
FMASU FARGO CITY FUNDS	19.07%	\$73,262.45

11/14/2025

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

Page 5 of 5

North Dakota **FEDERAL AID**Bid Opening Date: **11/14/2025**Project Number: **IM-TMA-SU-8-029(215)061**PCN: **23773**Job Number: **23773**English/Metric: **ENGLISH**Type: **SPECIAL ITEMS**

Item Description				Amount
<b>PRELIMINARY ENGINEERING</b>				<b>\$389,922.22</b>
Funding Splits:	<b>IM FEDERAL FUNDS</b>	<b>90.00%</b>	<b>\$350,930.00</b>	
	<b>IM STATE FUNDS</b>	<b>10.00%</b>	<b>\$38,992.22</b>	

## Summary for Project

Length      **0.2350 Miles**                      **CASS**                      **0.2350 Miles**

Estimated Total Construction Cost: **\$1,466,293.26**

Estimated Total Eng and Contg: **\$146,629.33**

	<u>Construction</u>	<u>Special Items</u>	<u>Total</u>
Estimated Cost	<b>\$1,612,922.59</b>	<b>\$389,922.22</b>	<b>\$2,002,844.81</b>
<b>IM FEDERAL FUNDS</b>	<b>\$1,105,871.53</b>	<b>\$350,930.00</b>	<b>\$1,456,801.53</b>
<b>IM STATE FUNDS</b>	<b>\$122,874.62</b>	<b>\$38,992.22</b>	<b>\$161,866.84</b>
<b>IMASU FEDERAL FUNDS</b>	<b>\$310,913.99</b>	<b>\$0.00</b>	<b>\$310,913.99</b>
<b>IMASU FARGO CITY FUNDS</b>	<b>\$73,262.45</b>	<b>\$0.00</b>	<b>\$73,262.45</b>

**TMA-SU FEDERAL FUNDS ARE LIMITED TO \$342,711. CITY OF FARGO WILL BE RESPONSIBLE FOR ANY AMOUNT OVER THIS.**

ND DEPARTMENT OF TRANSPORTATION				ABSTRACT OF BIDS RECEIVED					
PROJECT NO. 1M-TMA-SU-8-029(215)061		SHEET NO. 1 OF 2		BIDDER ENGINEERS ESTIMATE		BIDDER PCI ROADS LLC		BIDDER TI-ZACK CONCRETE LLC	
COUNTY & DATE CASS (017) NOV 14, 2025 09:30AM		NO. 23773		C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02	
COMPLETION TIME 129, 36TH ST AT ROSE COULEE 10/17/26 DECK OVERLAY, APPROACH SLAB REPLACEMENT									
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	30000000	30000000	8300000	8300000	5760000	5760000
202	REMOVAL OF CONCRETE PAVEMENT	SY	34000	67000	2412000	86000	3096000	545000	1962000
202	REMOVAL OF BITUMINOUS SURFACING	SY	97000	20000	1940000	27000	2619000	91000	8827000
203	GUARDRAIL EMBANKMENT	EA	1000	5000000	5000000	1500000	1500000	8500000	8500000
302	AGGREGATE BASE COURSE CL 5	TON	139000	75000	10425000	57000	7923000	50050	6956950
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	38000	325000	12350000	495000	1881000	495000	1881000
602	BRIDGE APPROACH SLAB-REMOVE & REPLACE	SY	364400	1200000	43728000	652000	23758800	725000	26419000
602	PENETRATING WATER REPELLENT TREATMENT	SY	3067300	10000	30673000	6750	2070428	17500	5367775
602	BRIDGE DECK CRACK SEALING	LF	1079000	10000	10790000	4000	4316000	8350	9009650
602	SPECIAL SURFACE FINISH	SF	6365000	7000	44555000	5500	35007500	4500	28642500
624	DOUBLE BOX BEAM RAIL RETROFIT - E-RAIL	LF	173900	2000000	34780000	16200	2817180	162000	2817180
650	OVERLAY CONCRETE	CY	99600	5000000	498000000	2722570	26025857	2758880	26374893
650	DECK CONCRETE	CY	4400	3000000	13200000	425000	187000	1250000	550000
650	CLASS 1-H REMOVAL	SY	1171300	200000	234260000	87850	10289871	89180	9977133
650	CLASS 1 REMOVAL	SY	1171300	50000	58565000	24500	2846259	25400	2975102
650	CLASS 3 REMOVAL	SY	40000	250000	10000000	270000	1080000	313000	1260000
650	CLASS 4 REMOVAL	SY	6000	300000	1800000	500000	300000	1125000	675000
650	DECK SPALL REPAIR	SF	454000	200000	90800000	86000	3904400	73000	3405000
702	MOBILIZATION	L SUM	1000	200000000	200000000	31394600	31394600	27864400	27864400
704	TRAFFIC CONTROL SIGNS	UNIT	2838000	3000	8514000	2600	737880	2600	737880
704	ATTENUATION DEVICE-TYPE B-65	EA	2000	4500000	9000000	2500000	5000000	3000000	6000000
704	TYPE III BARRICADE	EA	20000	200000	4000000	95000	1900000	95000	1900000
704	DELINEATOR DRUMS	EA	68000	25000	1700000	18500	125800	18500	125800
704	SEQUENCING ARROW PANEL-TYPE C	EA	2000	1000000	2000000	750000	1500000	750000	1500000
704	ABLITERATION OF PAVEMENT MARKING	SF	1458000	2000	2916000	5460	796068	5460	796068
704	STATE FURNISHED MEDIAN BARRIER	LF	1480000	75000	111000000	46000	6808000	64350	9553400
704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2000	7000000	14000000	1400000	2800000	1400000	2800000
748	CURB & GUTTER-TYPE 1 SPECIAL	LF	47000	150000	7050000	96000	451200	125000	587500
762	EPOXY PVMT MK 4IN LINE	LF	1543000	500	771500	3100	478350	3100	478350
762	SHORT TERM 6IN LINE-TYPE R	LF	4694000	3000	14082000	2570	1206358	2570	1206358
762	PERFORMED PATTERNED PVMT MK 6IN LINE	LF	4279000	12000	51348000	8510	3641429	8510	3641429
764	W-BEAM GUARDRAIL	LF	445000	50000	22250000	51000	2269500	51000	2269500
764	W-BEAM GUARDRAIL END TERMINAL	EA	4000	3000000	12000000	2920000	1168000	2920000	1168000
764	REMOVE & RESET GUARDRAIL	LF	133000	50000	6650000	20000	266000	20000	266000
764	REMOVE END TREATMENT & TRANSITION	EA	6000	250000	1500000	225000	135000	225000	135000
770	REVISE LIGHTING SYSTEM	EA	1000	15000000	15000000	26000000	26000000	26000000	26000000
930	SILICONE SEALANT	LF	170000	30000	5100000	9500	161500	17500	297500
930	MODIFY DECK DRAIN	EA	24000	2000000	48000000	1643640	3944754	65250	1572600
930	SPALL REPAIR - MINOR	SF	79000	250000	19750000	150000	1185000	173000	1382500
930	SPALL REPAIR	SF	35000	250000	8750000	275000	962500	250000	787500
930	APPROACH SLAB LIP REPAIR	LF	179200	600000	10752000	245000	4390400	65000	1164800
TOTAL					217973150		146629326		148288258
						NO LIMIT		NO LIMIT	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION  
 Deputy Director For Engineering: 44

AWARD TO: PCI ROADS LLC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 2 OF 2		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. 1H-TMA-SU-8-029(215)061				NO. 23773		BIDDER INDUSTRIAL BUILDERS INC		BIDDER	
COUNTY & DATE CASS (017) NOV 14, 2025 09:30AM				FARGO, ND		C.C. BOND RANK 03		C.C.	
LENGTH & TYPE 0.235 129, 36TH ST AT ROSE COULEE									
COMPLETION TIME 10/17/26 DECK OVERLAY, APPROACH SLAB REPLACEMENT									
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	9190000	9190000				
202	REMOVAL OF CONCRETE PAVEMENT	SY	36000	100000	3600000				
202	REMOVAL OF BITUMINOUS SURFACING	SY	97000	25000	2425000				
203	GUARDRAIL EMBANKMENT	EA	1000	9100000	9100000				
302	AGGREGATE BASE COURSE CL 5	TON	139000	60000	8340000				
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	38000	52000	1976000				
602	BRIDGE APPROACH SLAB-REMOVE & REPLACE	SY	364400	625000	22775000				
602	PENETRATING WATER REPELLENT TREATMENT	LF	1079000	8000	2453840				
602	BRIDGE DECK CRACK SEALING	SF	6365000	4750	3023375				
602	SPECIAL SURFACE FINISH	LF	173900	171000	2973690				
624	DOUBLE BOX BEAM RAIL RETROFIT - E-RAIL	CY	95600	3750000	35850000				
650	OVERLAY CONCRETE	CY	4400	1000000	4400000				
650	CLASS 1-H REMOVAL	SY	1171300	145000	16983850				
650	CLASS 1 REMOVAL	SY	1171300	35000	4099550				
650	CLASS 3 REMOVAL	SY	40000	225000	9000000				
650	CLASS 4 REMOVAL	SY	6000	210000	1260000				
650	DECK SPALL REPAIR	SF	454000	275000	12485000				
702	MOBILIZATION	L SUM	1000	218950000	218950000				
704	TRAFFIC CONTROL SIGNS	UNIT	2838000	2750	7804500				
704	ATTENUATION DEVICE-TYPE B-65	EA	2000	3150000	6300000				
704	TYPE III BARRICADE	EA	20000	100000	2000000				
704	DELINEATOR DRUMS	EA	68000	19500	1326000				
704	SEQUENCING ARROW PANEL-TYPE C	SF	2000	787500	1575000				
704	ABLITERATION OF PAVEMENT MARKING	LF	1458000	5750	8383500				
704	STATE FURNISHED MEDIAN BARRIER	EA	1480000	40000	59200000				
704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	2000	1470000	2940000				
748	CURB & GUTTER-TYPE 1 SPECIAL	LF	47000	110000	5170000				
762	EPOXY PVMT MK 4IN LINE	LF	1543000	3250	5014750				
762	SHORT TERM 6IN LINE-TYPE R	LF	4694000	2700	12673800				
762	PREFORMED PATTERNED PVMT MK 6IN LINE	LF	4279000	8950	3829705				
764	W-BEAM GUARDRAIL	EA	445000	53550	2382975				
764	W-BEAM GUARDRAIL END TERMINAL	EA	4000	3070000	12280000				
764	REMOVE & RESET GUARDRAIL	LF	133000	21000	2793000				
764	REMOVE END TREATMENT & TRANSITION	EA	6000	236000	1416000				
770	REVISE LIGHTING SYSTEM	EA	1000	14000000	14000000				
930	SILICONE SEALANT	LF	170000	25000	4250000				
930	MODIFY DECK DRAIN	EA	24000	1000000	24000000				
930	SPALL REPAIR - MINOR	SF	79000	150000	11850000				
930	SPALL REPAIR	SF	35000	300000	10500000				
930	APPROACH SLAB LIP REPAIR	LF	179200	470000	8422400				
TOTAL					163769040				
				NO LIMIT					

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION  
Deputy Director For Engineering: 45

AWARD TO: PCI ROADS LLC

DATE OF AWARD: \_\_\_\_\_

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering



November 24, 2025

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

Re: Recommend Award to Low Bidder  
19<sup>th</sup> Avenue North & University Drive - Fargo  
City of Fargo Project No. TR-26-A1  
NDDOT Project No. HEU-8-984(179), PCN 24053

Dear Commissioners:

Bids were opened by the NDDOT on Friday, November 14<sup>th</sup> 2025, for 19<sup>th</sup> Avenue North and University Drive in Fargo.

The bids were as follows:

Northern Improvement Company	\$ 496,432.70
TI-ZACK Concrete	\$ 514,211.94
OPP Construction LLC	\$ 520,054.50
Dakota Underground Company	\$ 544,521.10
Strata Corporation	\$ 555,718.02
Sellin Brothers Inc	\$ 618,698.00
Engineer's Estimate	\$ 528,703.15

There are no Special Assessments associated with this project. Fargo's share of this project is \$113,484.70.

**Recommended Motion**

Concur with low bid and recommend the NDDOT award the low bid to Northern Improvement Company in the amount of \$ 496,432.70 as the best bid.

Sincerely,

Thomas Knakmuhs, P.E.  
City Engineer

Attachments

- NDDOT Notice of Bids

**ENGINEER'S STATEMENT OF ESTIMATED COST**

**INTERSECTION SAFETY PROJECT**

**PROJECT NUMBER NO. TR-26-A1**  
HEU-8-984(179)  
PCN-24053

**19<sup>TH</sup> AVENUE NORTH & UNIVERSITY DRIVE**  
**FARGO**

**Summary of low bid by Northern Improvement Company of Fargo, ND: \$496,432.70**

<u>Construction Bid Cost</u>	\$	496,432.70
Plus 10% NDDOT Eng. and Contingency	\$	49,643.27

<b>Total Estimated Construction Cost:</b>	<b>\$</b>	<b>546,075.97</b>
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Miscellaneous Costs

Plus Land/Easements/ROW Fee:	\$	0.00
Outside Design Engineering (Estimated):	\$	86,180.90

<b>Total Estimated Local Project Cost:</b>	<b>\$</b>	<b>632,256.87</b>
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Project Funding Summary

Federal HSIP Funds	77.73%	\$	491,468.37
State Funds	4.32%	\$	27,303.80
Infrastructure Sales Tax	17.95%	\$	113,484.70

We believe this project to be cost effective.



  
Thomas Knakmuhs, P.E.  
City Engineer

NORTH  
**Dakota** | Transportation  
Be Legendary.™

November 14, 2025

Tom Knakmuhs  
City Engineer  
225 4<sup>th</sup> Street N  
Fargo, ND 58102

**PROJECT: HEU-8-984(179), PCN 24053 – FARGO 19<sup>TH</sup> AVENUE & UNIVERSITY DRIVE**

Dear Mr. Knakmuhs:

Bids for the construction on the above noted project were taken at our bid opening of November 14, 2025. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Turn Lane Realignment, ADA Ramps, Traffic Signals, and Lighting was submitted by of Northern Improvement Company of Fargo, ND in the amount of \$496,432.70. According to the agreement with the City of Fargo, the City's share for **HEU-8-984(179)** is estimated to be \$27,303.80. Funding splits for this Project are 90% Federal, 5% State and 5% City.

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 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.

Sincerely,



Phillip Murdoff, PE  
Construction Services Engineer

80/pm/jmm  
Enclosure

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**

Bid Opening Date: **11/14/2025**

Project Number: **HEU-8-984(179)**

PCN: **24053**

Job Number: **24053**

English/Metric: **ENGLISH**

Contract with **NORTHERN IMPROVEMENT COMPANY FARGO, ND**

Signed Date:

County(s): **CASS**

Location: **19TH AVE N, INTERSECTION WITH UNIVERSITY DRIVE N - FARGO**

## CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**Bid Opening Date: **11/14/2025**Project Number: **HEU-8-984(179)**PCN: **24053**Job Number: **24053**English/Metric: **ENGLISH**Roadway: **URBAN****19TH, LRS\_ID U81N000B60.333\_01 FR MEASURE 9.1075 TO MEASURE 9.2135**Type: **TURN LANE REALIGNMENT, ADA RAMPS, TRAFFIC SIGNALS, LIGHTING**

Participating: Y

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	1.000	L SUM	\$1,350.00	\$1,350.00
105	0200	POTHOLE UTILITY	6.000	EA	\$1,500.00	\$9,000.00
202	0128	REMOVE AGGREGATE BASE	391.000	TON	\$45.00	\$17,595.00
202	0130	REMOVAL OF CURB & GUTTER	974.000	LF	\$12.00	\$11,688.00
202	0136	REMOVAL OF PAVEMENT	282.000	TON	\$70.00	\$19,740.00
302	0120	AGGREGATE BASE COURSE CL 5	15.000	TON	\$60.00	\$900.00
550	0131	9IN REINF CONCRETE PAVEMENT CL AE	859.000	SY	\$165.00	\$141,735.00
702	0100	MOBILIZATION	1.000	L SUM	\$41,000.00	\$41,000.00
704	1000	TRAFFIC CONTROL SIGNS	684.000	UNIT	\$2.90	\$1,983.60
704	1052	TYPE III BARRICADE	12.000	EA	\$89.00	\$1,068.00
704	1054	SIDEWALK BARRICADE	2.000	EA	\$53.00	\$106.00
704	1058	PEDESTRIAN WALKWAY	114.000	LF	\$23.00	\$2,622.00
704	1060	DELINEATOR DRUMS	85.000	EA	\$20.00	\$1,700.00
704	1067	TUBULAR MARKERS	22.000	EA	\$6.85	\$150.70
704	2108	TEMPORARY CURB RAMP	2.000	EA	\$370.00	\$740.00
704	2200	TEMPORARY PEDESTRIAN SURFACING	22.600	SY	\$125.00	\$2,825.00
708	1540	INLET PROTECTION-SPECIAL	6.000	EA	\$210.00	\$1,260.00
748	0140	CURB & GUTTER-TYPE I	126.000	LF	\$130.00	\$16,380.00
750	0030	PIGMENTED IMPRINTED CONCRETE	61.000	SY	\$255.00	\$15,555.00
750	0125	SIDEWALK CONCRETE 5IN	140.000	SY	\$165.00	\$23,100.00
750	0210	CONCRETE MEDIAN NOSE PAVING	5.000	SY	\$280.00	\$1,400.00
750	2115	DETECTABLE WARNING PANELS	76.000	SF	\$70.00	\$5,320.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	8.000	SF	\$94.00	\$752.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	34.000	LF	\$33.60	\$1,142.40
762	0112	EPOXY PVMT MK MESSAGE	64.000	SF	\$27.50	\$1,760.00
762	0113	EPOXY PVMT MK 4IN LINE	954.000	LF	\$5.50	\$5,247.00
762	0115	EPOXY PVMT MK 8IN LINE	1,009.000	LF	\$11.00	\$11,099.00
762	0116	EPOXY PVMT MK 16IN LINE	48.000	LF	\$22.00	\$1,056.00
762	0117	EPOXY PVMT MK 24IN LINE	314.000	LF	\$22.00	\$6,908.00
770	0001	LIGHTING SYSTEM	1.000	EA	\$71,500.00	\$71,500.00
770	0100	PULL BOX	1.000	EA	\$3,300.00	\$3,300.00
770	4567	REMOVE LIGHTING SYSTEM	1.000	EA	\$13,750.00	\$13,750.00
770	4579	REMOVE PULL BOX	1.000	EA	\$5,500.00	\$5,500.00
772	0001	TRAFFIC SIGNALS SYSTEM	1.000	EA	\$57,200.00	\$57,200.00
Subtotal						\$496,432.70

NORTH DAKOTA DEPARTMENT OF TRANSPORTATION  
CONTRACT DETAIL ESTIMATE UPON WHICH PROJECT AGREEMENT IS TO BE BASED

North Dakota **FEDERAL AID**Bid Opening Date: **11/14/2025**Project Number: **HEU-8-984(179)**PCN: **24053**Job Number: **24053**English/Metric: **ENGLISH**Eng and Contg **\$49,643.27**Total **\$546,075.97**

Length      **0.1000 Miles**              **CASS**              **0.1000 Miles**

Estimated Cost	<u>Construction</u>
	<b>\$546,075.97</b>

<b>HEU FEDERAL FUNDS</b>	<b>90.00%</b>	<b>\$491,468.37</b>
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<b>HEU STATE FUNDS</b>	<b>5.00%</b>	<b>\$27,303.80</b>
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<b>HEU FARGO CITY FUNDS</b>	<b>5.00%</b>	<b>\$27,303.80</b>
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Summary for Project

Length      **0.1000 Miles**              **CASS**              **0.1000 Miles**

Estimated Total Construction Cost:	<b>\$496,432.70</b>
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Estimated Total Eng and Contg:	<b>\$49,643.27</b>
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	<u>Construction</u>	<u>Total</u>
Estimated Cost	<b>\$546,075.97</b>	<b>\$546,075.97</b>
<b>HEU FEDERAL FUNDS</b>	<b>\$491,468.37</b>	<b>\$491,468.37</b>
<b>HEU STATE FUNDS</b>	<b>\$27,303.80</b>	<b>\$27,303.80</b>
<b>HEU FARGO CITY FUNDS</b>	<b>\$27,303.80</b>	<b>\$27,303.80</b>

**NDDOT TO MAKE CONTRACTOR PAYMENTS. FUNDING SPLITS FOR THIS PROJECT IS 90% FEDERAL, 5% STATE AND 5% CITY.**

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 1 OF 3		ABSTRACT OF BIDS RECEIVED					
PROJECT NO. HEU-8-984(179)				NO. 24053		BIDDER ENGINEERS ESTIMATE		BIDDER NORTHERN IMPROVEMENT COMPANY		BIDDER TI-ZACK CONCRETE LLC	
COUNTY & DATE CASS (017) NOV 14, 2025 09:30AM						FARGO, ND		LE CENTER, MN			
LENGTH & TYPE 0.100 FARGO INTERSECTION 19TH AVE & UNIVERSITY						C.C. CHECK RANK 00		C.C. BOND RANK 01		C.C. BOND RANK 02	
COMPLETION TIME 48 DAYS TURN LANE REALIGNMENT, ADA RAMP UPDATE											
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	10000000	10000000	1350000	1350000	1350000	1350000	1250000	1250000
105	POTHOLE UTILITY	EA	6000	10000000	6000000	1500000	9000000	1500000	9000000	1562500	9375000
202	REMOVE AGGREGATE BASE	TON	391000	20000	7820000	45000	1759500	45000	1759500	24490	957559
202	REMOVAL OF CURB & GUTTER	LF	974000	10000	9740000	12000	1168800	12000	1168800	19660	1914884
202	REMOVAL OF PAVEMENT	TON	282000	30000	8460000	70000	1974000	70000	1974000	33960	957472
302	AGGREGATE BASE COURSE CL 5	TON	15000	55000	825000	60000	900000	90000	900000	95340	143010
550	9IN REINF CONCRETE PAVEMENT CL AE	SY	859000	250000	214750000	165000	14173500	167960	14427764	4542080	4542080
702	MOBILIZATION	L SUM	1000	75000000	75000000	4100000	4100000	4100000	4100000	2500	171000
704	TRAFFIC CONTROL SIGNS	UNIT	684000	2500	1710000	2900	198360	2500	171000	125000	150000
704	TYPE III BARRICADE	EA	12000	125000	1500000	89000	1068800	125000	1500000	16250	162500
704	SIDEWALK BARRICADE	EA	2000	55000	110000	53000	106000	81250	162500	213750	213750
704	PEDESTRIAN WALKWAY	LF	114000	13000	1482000	23000	262200	18750	213750	212500	212500
704	DELINEATOR DRUMS	EA	85000	25000	2125000	20000	1700000	25000	2125000	16500	165000
704	TUBULAR MARKERS	EA	22000	6000	132000	6850	150700	7500	165000	125000	125000
704	TEMPORARY CURB RAMP	EA	2000	300000	600000	370000	740000	625000	1250000	296425	296425
704	TEMPORARY PEDESTRIAN SURFACING	SY	22500	60000	1350000	125000	282500	131250	296425	131250	296425
708	INLET PROTECTION-SPECIAL	EA	6000	235000	1410000	210000	1260000	218750	1312500	752850	752850
748	CURB & GUTTER-TYPE I	LF	126000	45000	5670000	130000	1638000	59750	752850	141030	860283
750	PIGMENTED IMPRINTED CONCRETE	SY	61000	150000	9150000	255000	1555500	141030	860283	2475200	2475200
750	SIDEWALK CONCRETE 5IN	SY	140000	100000	14000000	165000	2310000	176800	2475200	145375	145375
750	CONCRETE MEDIAN NOSE PAVING	SY	5000	500000	2500000	280000	1400000	290750	145375	399000	399000
750	DETECTABLE WARNING PANELS	SF	76000	60000	4560000	70000	532000	52500	399000	250000	250000
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	8000	27500	220000	94000	75200	312500	250000	112442	112442
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	34000	19000	646000	33500	114240	33130	112442	200000	200000
762	EPOXY PVMT MK MESSAGE	SF	64000	20000	1280000	27500	176000	31250	200000	596250	596250
762	EPOXY PVMT MK 4IN LINE	LF	954000	600	572400	5500	524700	6250	596250	1261250	1261250
762	EPOXY PVMT MK 8IN LINE	LF	1009000	3750	3783750	11000	1109900	12500	1261250	120000	120000
762	EPOXY PVMT MK 16IN LINE	LF	48000	18000	864000	22000	105600	25000	250000	785000	785000
762	EPOXY PVMT MK 24IN LINE	LF	314000	20500	6437000	22000	690800	25000	785000	9062500	9062500
770	LIGHTING SYSTEM	EA	1000	75000000	75000000	71500000	71500000	3750000	3750000	6250000	6250000
770	PULL BOX	EA	1000	5000000	5000000	3300000	3300000	1562500	1562500	6500000	6500000
770	REMOVE LIGHTING SYSTEM	EA	1000	5000000	5000000	5500000	5500000	6250000	6250000	6500000	6500000
770	REMOVE PULL BOX	EA	1000	10000000	10000000	5500000	5500000	6250000	6250000	6500000	6500000
772	TRAFFIC SIGNALS SYSTEM	EA	1000	50000000	50000000	57200000	57200000	65000000	65000000	51421194	51421194
TOTAL					52870315		49643270		51421194		
						NO LIMIT		NO LIMIT			

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION  
 Deputy Director For Engineering: 65

AWARD TO: NORTHERN IMPROVEMENT COMPANY  
 DATE OF AWARD:

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED:  
 DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 2 OF 3		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. HEU-8-984(179)		NOV 14, 2025 09:30AM		BIDDER OFF CONSTRUCTION LLC		BIDDER DAKOTA UNDERGROUND COMPANY		BIDDER STRATA CORPORATION	
COUNTY & DATE CASS (017)		NOV 14, 2025 09:30AM		GRAND FORKS, ND		FARGO, ND		GRAND FORKS, ND	
LENGTH & TYPE 0.100		FARGO INTERSECTION 19TH AVE & UNIVERSITY		C.C. BOND RANK 03		C.C. BOND RANK 04		C.C. BOND RANK 05	
COMPLETION TIME 48 DAYS TURN LANE REALIGNMENT, ADA RAMP UPDATE									
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	4500000	4500000	3300000	3300000	1833860	1833860
105	POTHOLE UTILITY	EA	6000	1620000	972000	1600000	960000	269310	161586
202	REMOVAL AGGREGATE BASE	TON	391000	24000	938400	20000	782000	45000	1759500
202	REMOVAL OF CURB & GUTTER	LF	974000	14000	1363600	20000	1948000	15340	1494116
202	REMOVAL OF PAVEMENT	TON	282000	71000	2002200	80000	2256000	60000	1692000
502	AGGREGATE BASE COURSE CL 5	TON	15000	82000	123000	40000	60000	60000	90000
509	IN REINF CONCRETE PAVEMENT CL AE	SY	859000	155000	13314500	210000	18039000	165000	14175500
702	MOBILIZATION	L SUM	1000	6850000	6850000	6700000	6700000	79157850	79157850
704	TRAFFIC CONTROL SIGNS	UNIT	684000	3000	205200	2900	198360	2750	188100
704	TYPE III BARRICADE	EA	12000	92000	110400	89250	107100	85000	102000
704	TYPE III BARRICADE	EA	2000	54000	108000	52500	105000	50000	100000
704	SIDEWALK BARRICADE	LF	114000	24000	273600	23100	263340	22000	250800
704	PEDESTRIAN WALKWAY	EA	85000	20500	174250	20000	170000	19000	161500
704	DELINEATOR DRUMS	EA	22000	7000	154000	6850	15070	6500	14300
704	TUBULAR MARKERS	EA	2000	400000	80000	370000	74000	350000	70000
704	TEMPORARY CURB RAMP	SY	22600	350000	791000	75000	169500	125000	282500
704	TEMPORARY PEDESTRIAN SURFACING	EA	6000	200000	120000	25000	150000	200000	120000
708	INLET PROTECTION-SPECIAL	LF	126000	100000	1260000	75000	945000	130000	1638000
748	CURB & GUTTER-TYPE I	SY	140000	204000	2856000	137000	1918000	165000	2310000
750	PIGMENTED IMPRINTED CONCRETE	SY	5000	595000	297500	260000	130000	280000	140000
750	SIDEWALK CONCRETE 5IN	SF	78000	62000	471200	8500	646000	70000	532000
750	CONCRETE MEDIAN NOSE PAVING	SF	8000	97000	776000	125000	100000	89500	71600
750	DETECTABLE WARNING PANELS	LF	34000	35000	119000	33600	114240	32000	108800
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	64000	27000	172800	26250	168000	25000	160000
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	954000	5400	515160	5250	500850	5000	477000
762	EPOXY PVMT MK MESSAGE	LF	1009000	10800	1089720	10500	1059450	10000	1009000
762	EPOXY PVMT MK 4IN LINE	LF	48000	21600	103680	21000	100800	20000	96000
762	EPOXY PVMT MK 8IN LINE	LF	314000	21600	678240	21000	659400	20000	628000
762	EPOXY PVMT MK 16IN LINE	EA	1000	7020000	7020000	6800000	6800000	71477920	7147792
770	LIGHTING SYSTEM	EA	1000	3240000	3240000	3150000	3150000	4922350	492235
770	PULL BOX	EA	1000	13500000	13500000	13125000	13125000	15401540	1540154
770	REMOVE LIGHTING SYSTEM	EA	1000	5400000	5400000	5250000	5250000	1229300	122930
770	REMOVE PULL BOX	EA	1000	56160000	56160000	54000000	54000000	88737180	8873718
772	TRAFFIC SIGNALS SYSTEM	EA	1000						
TOTAL					52005450		54452110		55571802
				NO LIMIT		NO LIMIT		NO LIMIT	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION  
 Deputy Director For Engineering  
 66

AWARD TO: NORTHERN IMPROVEMENT COMPANY  
 DATE OF AWARD:

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.  
 DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 3 OF 3		ABSTRACT OF BIDS RECEIVED					
PROJECT NO. HEU-8-984(179)				NO. 24055		BIDDER SELLIN BROTHERS INC		BIDDER		BIDDER	
COUNTY & DATE CASS (017) NOV 14, 2025 09:30AM						HAWLEY, MN					
LENGTH & TYPE 0.100											
COMPLETION TIME FARGO INTERSECTION 19TH AVE & UNIVERSITY 48 DAYS TURN LANE REALIGNMENT, ADA RAMP UPDATE						C.C. BOND RANK 06		C.C.		C.C.	
SPICE NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	3500000	3500000						
105	POTHOLE UTILITY	EA	6000	1750000	1050000						
202	REMOVE AGGREGATE BASE	TON	391000	60000	2346000						
202	REMOVAL OF CURB & GUTTER	LF	974000	50000	4870000						
202	REMOVAL OF PAVEMENT	TON	282000	100000	2820000						
302	AGGREGATE BASE COURSE CL 5	TON	15000	500000	7500000						
550	9IN REINF CONCRETE PAVEMENT CL AE	SY	859000	175000	15032500						
702	MOBILIZATION	L SUM	1000	6100000	6100000						
704	TRAFFIC CONTROL SIGNS	UNIT	684000	4000	273600						
704	TYPE III BARRICADE	EA	12000	100000	1200000						
704	SIDEWALK BARRICADE	EA	2000	58000	116000						
704	PEDESTRIAN WALKWAY	LF	114000	26000	2964000						
704	DELINEATOR DRUMS	EA	85000	22000	1870000						
704	TUBULAR MARKERS	EA	22000	7500	165000						
704	TEMPORARY CURB RAMP	EA	2000	400000	800000						
704	TEMPORARY PEDESTRIAN SURFACING	SY	22600	200000	4520000						
708	INLET PROTECTION-SPECIAL	EA	6000	400000	2400000						
748	CURB & GUTTER-TYPE I	LF	126000	115000	14490000						
750	PIGMENTED IMPRINTED CONCRETE	SY	61000	330000	20130000						
750	SIDEWALK CONCRETE 5IN	SY	140000	240000	33600000						
750	CONCRETE MEDIAN NOSE PAVING	SY	5000	350000	1750000						
750	DETECTABLE WARNING PANELS	SF	76000	75000	5700000						
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	8000	105000	840000						
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	34000	38000	1292000						
762	EPOXY PVMT MK MESSAGE	SF	64000	30000	1920000						
762	EPOXY PVMT MK 4IN LINE	LF	954000	6000	5724000						
762	EPOXY PVMT MK 8IN LINE	LF	1009000	12000	12108000						
762	EPOXY PVMT MK 16IN LINE	LF	48000	24000	1152000						
762	EPOXY PVMT MK 24IN LINE	LF	314000	24000	7536000						
770	LIGHTING SYSTEM	EA	1000	7500000	7500000						
770	PULL BOX	EA	1000	3500000	3500000						
770	REMOVE LIGHTING SYSTEM	EA	1000	1500000	1500000						
770	REMOVE PULL BOX	EA	1000	6000000	6000000						
772	TRAFFIC SIGNALS SYSTEM	EA	1000	63000000	63000000						
TOTAL					61869800						
					NO LIMIT						

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering	AWARD TO: NORTHERN IMPROVEMENT COMPANY	WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.
67	DATE OF AWARD	DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(15)

Project: MS-23-A0 Type: Master Service Agreement Amendment  
 Location: Citywide Date of Hearing: 11/17/2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/24/2025</u>
PWPEC File	<u>X</u>
Project Files	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Assistant City Engineer, Nathan Boerboom, requesting an Amendment for an extension to the Master Service Agreements (MSA) for MS-23-A0 for Professional Consultants. The MSA is used to assist with design in specialty areas along with projects that have a short design timeline. The proposed amendment would extend the Engineering Services MSA by three years; this would also include the Materials Testing MSA that was previously approved. Although the original MSA allowed for a two-year extension, staff is recommending a three-year term to align the expiration of Engineering's MSA with the Water Utility and Water Reclamation Utility MSAs. Staff has confirmed consultant support for this extended timeframe.

Staff is seeking approval of the Amendments with the selected consultants for MS-23-A0 to extend their contract for an additional three years. Upon completion of the three-year renewal, a new RFQ will be issued and new MSAs will be established.

On a motion by Susan Thompson, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the three-year amendment to the existing Master Service Agreements with the previously approved consultants.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the three-year amendment to the existing Master Service Agreements with the previously approved consultants.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Various

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

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

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Vacant, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	
<u>✓</u>	<u>✓</u>	<u>✓</u>	

ATTEST:

T. Knakmuhs  
 Tom Knakmuhs, P.E.  
 City Engineer

# Memorandum

**To:** Members of PWPEC

**From:** Nathan Boerboom, Assistant City Engineer

**Date:** November 7, 2025

**Re:** Project No. MS-23-A0 - Amendment to Master Service Agreements for Professional Engineering, Land Surveying, Land Management, and Materials Testing Services

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## **Background:**

Through the issuance of an RFQ and subsequent review of received proposals, the City entered into Master Service Agreements (MSAs) in 2023 with professional consultants to provide additional resources to the Engineering Department in the development of capital improvement projects. These resources are typically used for specialty areas in which Engineering staff do not have expertise, as well as for projects with short design timelines when internal staff are fully committed. Please note that Engineering continues to utilize the standard Request for Proposals process for projects when sufficient time (typically a minimum of 8 weeks) is available in the project development schedule.

The existing MSAs are set to expire on December 31, 2025, and staff would like to request a three-year extension of the MSAs with the previously selected consultants. While the original MSA allowed for a two-year extension, staff is recommending a three-year renewal so that Engineering's MSA expiration aligns with the Water Utility and Water Reclamation Utility MSAs. Staff has discussed this approach with each consultant, and all have agreed to the three-year extension in place of the originally allowed two-year term. Staff has also reviewed the consultants selected for each category and believes that the personnel within each firm remain appropriately positioned to fulfill any assistance the City may require. The consultants have also provided their proposed 2026 rates, which staff have reviewed and found to be appropriate. Rates for 2027 and 2028 will be allowed to increase by no more than 3%, as outline in the attached MSA amendments. Based on this review, and considering the time commitment and costs incurred by both the City and the consultants to complete a new RFQ process, we believe an extension is appropriate.

Therefore, Engineering recommends renewing the existing MSAs for an additional three years. Upon completion of the three-year renewal, a new RFQ will be issued and new MSAs will be established. A full list of the MSA categories and the consultants selected for those categories can be found on the next page of this memorandum.

## **Recommended Motion:**

Approve the three-year amendment to the existing Master Service Agreements with the consultants listed on the following page.

Category	Consultants								
	Apex Engineering Group	Burian & Associates	Houston Engineering	KLJ	Lowry Engineering	MBN Engineering	Moore Engineering	Stantec Consulting Services	Ulteig Engineers
New Development & Master Planning	Apex Engineering Group	Burian & Associates	Houston Engineering	KLJ	Lowry Engineering	MBN Engineering	Moore Engineering	Stantec Consulting Services	Ulteig Engineers
Replacement & Reconstruction	Apex Engineering Group	Bolton & Menk	Houston Engineering	KLJ	Moore Engineering				
Water Resources	AE2S	Apex Engineering Group	Bolton & Menk	HDR Engineering	Houston Engineering	Moore Engineering			
Structural Design	AE2S	Houston Engineering	KLJ	SRF Consulting Group	WSB				
Transportation Engineering	Bolton & Menk	HDR Engineering	KLJ	SRF Consulting Group	TC2	WSB			
Geotechnical Engineering	American Engineering Testing	Braun Intertec	SEH	Terracon Consultants	WSB				
Construction Engineering & Staking	Apex Engineering Group	Bolton & Menk	Houston Engineering	KLJ	Moore Engineering	Ulteig Engineers			
Electrical Engineering (Lift Station Control Panel)	AE2S	Apex Engineering Group	MBN Engineering	SEH	Ulteig Engineers				
Topographic Surveys	Apex Engineering Group	Bolton & Menk	Houston Engineering	KLJ	Moore Engineering	SEH			
Legal Descriptions	AE2S	Apex Engineering Group	Bolton & Menk	Burian & Associates	Houston Engineering	KLJ	Moore Engineering		
Plat Prep	AE2S	Apex Engineering Group	Bolton & Menk	Burian & Associates	Houston Engineering	KLJ	Moore Engineering		
Appraisals	Jorge Pagan	Patchin Messner	Tinjum Appraisal Company						
Relocation Assistance	HDR Engineering	SRF Consulting Group	WSB						
Construction Materials Testing	American Engineering Testing	Braun Intertec	Terracon Consultants						
Asbestos	Ackerman-Estfold	Braun Intertec	Stantec Consulting Services	Terracon Consultants					

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement ("Amendment"), by and between **Ackerman-Estvold** (hereinafter called "Consultant") and the City of Fargo, a North Dakota municipal corporation ("City"), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 ("MSA").

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant's rates for the year 2026, which Consultant has provided to the City. The Consultant's rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant's rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 12<sup>th</sup> day of November, 2025.

Ackerman-Estvold

By: Timothy Arens

Its: Timothy Arens

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_



## 2026 Rate Schedule

<u>Classification</u>	<u>Hourly Rate</u>	<u>Item</u>	<u>Rate</u>
Engineer 1	\$160	Mileage	IRS Rate
Engineer 2	\$185	Photocopies	\$0.25/copy
Engineer 3	\$205	Plots	\$1.00/s.f.
Engineer 4	\$225	Outside Services *	Cost x 1.10
Engineer 5	\$250	Out of Pocket Expenses **	at cost
Engineer 6	\$275		
Engineer 7	\$295		
Architect 1	\$155	* Includes laboratory testing, architectural and engineering consultants, surveying, etc.	
Architect 2	\$185	** Includes telephone, postage, subsistence, technical literature, equipment rental, etc.	
Architect 3	\$210		
Architect 4	\$240		
Architect 5	\$270		
Landscape Architect 1	\$155		
Landscape Architect 2	\$185		
Landscape Architect 3	\$210		
Landscape Architect 4	\$240		
Landscape Architect 5	\$270		
Technician 1	\$100		
Technician 2	\$125		
Technician 3	\$160		
Technician 4	\$190		
Technician 5	\$215		
Technician 6	\$240		
Administrative 1	\$100		
Administrative 2	\$140		
Administrative 3	\$185		
Administrative 4	\$210		

### Notes:

- (1) Rates are subject to increase annually on January 1.
- (2) Overtime will be billed at 1.5x the listed rates for Technicians and some Administrative staff.
- (3) Regardless of hours worked, all work on Sundays or holidays acknowledged by Ackerman-Estvold shall be considered overtime if required by the client or contract.

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement ("Amendment"), by and between **Advanced Engineering and Environmental Services, LLC** (hereinafter called "Consultant") and the City of Fargo, a North Dakota municipal corporation ("City"), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 ("MSA").

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant's rates for the year 2026, which Consultant has provided to the City. The Consultant's rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant's rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 3rd day of November, 2025.

Advanced Engineering and Environmental  
Services, LLC

By:   
Its: Operations Manager

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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## **ADVANCED ENGINEERING AND ENVIRONMENTAL SERVICES, LLC**

### **2026 HOURLY FEE AND EXPENSE SCHEDULE**

#### Labor Rates\*

Administrative 1	\$73.00	I&C Assistant 1	\$112.00
Administrative 2	\$88.00	I&C Assistant 2	\$139.00
Administrative 3	\$103.00	I&C 1	\$166.00
		I&C 2	\$196.00
Communications Specialist 1	\$117.00	I&C 3	\$221.00
Communications Specialist 2	\$137.00	I&C 4	\$234.00
Communications Specialist 3	\$158.00	I&C 5	\$246.00
Communications Specialist 4	\$190.00		
Communications Specialist 5	\$210.00	IT 1	\$145.00
		IT 2	\$196.00
Construction Services 1	\$140.00	IT 3	\$241.00
Construction Services 2	\$171.00		
Construction Services 3	\$190.00	Land Surveyor Assistant	\$107.00
Construction Services 4	\$211.00	Land Surveyor 1	\$129.00
Construction Services 5	\$232.00	Land Surveyor 2	\$156.00
		Land Surveyor 3	\$175.00
Engineering Assistant 1	\$94.00	Land Surveyor 4	\$193.00
Engineering Assistant 2	\$111.00	Land Surveyor 5	\$213.00
Engineering Assistant 3	\$140.00		
Engineer 1	\$152.00	Operations Specialist 1	\$112.00
Engineer 2	\$182.00	Operations Specialist 2	\$140.00
Engineer 3	\$213.00	Operations Specialist 3	\$173.00
Engineer 4	\$246.00	Operations Specialist 4	\$198.00
Engineer 5	\$264.00	Operations Specialist 5	\$222.00
Engineer 6	\$279.00		
		Project Coordinator 1	\$130.00
Engineering Technician 1	\$93.00	Project Coordinator 2	\$145.00
Engineering Technician 2	\$117.00	Project Coordinator 3	\$162.00
Engineering Technician 3	\$141.00	Project Coordinator 4	\$178.00
Engineering Technician 4	\$158.00	Project Coordinator 5	\$201.00
Engineering Technician 5	\$181.00		
		Project Manager 1	\$229.00
Financial Analyst 1	\$126.00	Project Manager 2	\$251.00
Financial Analyst 2	\$142.00	Project Manager 3	\$269.00
Financial Analyst 3	\$171.00	Project Manager 4	\$284.00
Financial Analyst 4	\$187.00	Project Manager 5	\$303.00
Financial Analyst 5	\$209.00	Project Manager 6	\$317.00
GIS Specialist 1	\$117.00	Sr. Designer 1	\$199.00
GIS Specialist 2	\$142.00	Sr. Designer 2	\$221.00
GIS Specialist 3	\$168.00	Sr. Designer 3	\$238.00
GIS Specialist 4	\$188.00		
GIS Specialist 5	\$210.00	Sr. Financial Analyst 1	\$236.00
		Sr. Financial Analyst 2	\$257.00
		Sr. Financial Analyst 3	\$279.00
		Technical Expert 1	\$361.00
		Technical Expert 2	Negotiable

**Reimbursable Expense Rates**

Transportation	\$0.83/mile
Survey Vehicle	\$1.05/mile
Laser Printouts/Photocopies	\$0.30/copy
Plotter Printouts	\$1.00/s.f.
UAS - Photo/Video Grade	\$100.00/day
UAS – Survey	\$50.00/hour
Total Station – Robotic	\$35.00/hour
Mapping GPS	\$60.00/day
Fast Static/RTK GPS	\$50.00/hour
All-Terrain Vehicle/Boat	\$100.00/day
Cellular Modem	\$75.00/month
Web Hosting	\$26.00/month
Legal Services Reimbursement	\$302.00/hour
Outside Services	cost * 1.15
Geotechnical Services	cost * 1.30
Out of Pocket Expenses	cost * 1.15
Rental Car	cost * 1.20
Project Specific Equipment	Negotiable

\* Position titles are for labor rate grade purposes only.

*These rates are subject to adjustment each year on January 1.*

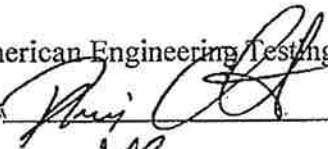

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement ("Amendment"), by and between **American Engineering Testing** (hereinafter called "Consultant") and the City of Fargo, a North Dakota municipal corporation ("City"), amends the MS-23-A0 Master Services Agreement dated January 9, 2023 ("MSA").

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant's rates for the year 2026, which Consultant has provided to the City. The Consultant's rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant's rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this \_\_\_\_ day of 11/10, 2025.

American Engineering Testing  
By:   
Its: 

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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PROJECT TESTING SERVICES FEE SCHEDULE  
City of Fargo  
RFQ Materials Testing 2026 Rates  
Fargo, ND  
AET PROPOSAL No. P-XXXXXXX



SERVICE DESCRIPTION	PROJECT BUDGET		
	ESTIMATED UNITS	UNIT RATE	BUDGET AMOUNT
<b>Subgrade/Base Proof Roll Observations &amp; Testing</b>			
Proof Roll Observations - Engineer I for observations, consultation and reporting (assumes # trips to the jobsite).	0 Hour	\$185.00	\$0.00
Subgrade/Base Testing - Technician I for soil compaction testing (assumes # trips to the jobsite).	0 Hour	\$105.00	\$0.00
Trip charge to the jobsite.	0 Each	\$50.00	\$0.00
Nuclear Density Test	0 Test	\$44.00	\$0.00
ASTM D698 Standard Proctor	0 Test	\$195.00	\$0.00
ASTM C136 Sieve Analysis of Aggregate (Coarse and Fine)	0 Test	\$150.00	\$0.00
Section Subtotal:			\$0.00
<b>Reinforcing Steel Observations &amp; Concrete Testing</b>			
<b>Concrete Testing</b>			
Concrete Testing - Technician I for testing of concrete only - NO OBSERVATIONS OF REINFORCING STEEL (assumes # trips to the jobsite).	0 Hour	\$105.00	\$0.00
Reinforcing Steel Observations - Technician II for observations of reinforcing steel (assumes # trips to the jobsite).	0 Hour	\$120.00	\$0.00
Trip Charge to the jobsite.	0 Each	\$50.00	\$0.00
ASTM C39 Concrete Compressive Strength - Curing, handling and testing of 4" x 8" concrete test cylinders (includes handling of non-tested cylinders).	0 Test	\$44.00	\$0.00
Section Subtotal:			\$0.00
<b>Bituminous Observations &amp; Testing</b>			
Bituminous Density Testing - Technician II for nuclear density testing of bituminous without roll pattern observation (assumes # trips to the jobsite).	0 Hour	\$120.00	\$0.00
Bituminous Coring - Technician I for removal of cores from finished bituminous surface. (assumes # of trips to the jobsite).	0 Hour	\$105.00	\$0.00
Trip charge to the jobsite.	0 Each	\$50.00	\$0.00
Nuclear Density Test	0 Test	\$44.00	\$0.00
Coring Equipment - Daily	0 Day	\$441.00	\$0.00
Core Hole Patching Material	0 Each	\$16.00	\$0.00
Core Drill Bit Wear	0 Inch	\$9.00	\$0.00
Generator Rental	0 Day	\$34.00	\$0.00
ASTM D2726 Density of Bituminous - In Place thickness and density tests of bituminous core samples.	0 Core	\$59.00	\$0.00
Gyratory Mix Properties (MnDOT Suite of Tests) of bituminous; including Asphalt Extraction and Aggregate Gradation tests, Rice Specific Gravity test, and Gyratory Density test.	0 Test	\$656.00	\$0.00
Gyratory Mix Properties (Suite of Tests) of bituminous; Rice Specific Gravity test and Gyratory Density test.	0 Test	\$606.00	\$0.00
Sieve Analysis - AASHTO T 27 - Aggregate qualification only.	0 Test	\$152.00	\$0.00
ASTM C123 Lightweight Particles - Aggregate qualification only.	0 Test	\$189.00	\$0.00
ASTM D2419 Sand Equivalent Value - Aggregate qualification only.	0 Test	\$280.00	\$0.00
Fractured Faces - Aggregate qualification only.	0 Test	\$182.00	\$0.00
Uncompacted Void Content of Fine Aggregate (FAA) - Aggregate qualification only.	0 Test	\$153.00	\$0.00
Section Subtotal:			\$0.00
<b>Project Management &amp; Coordination</b>			
Project Management - Engineer I/Project Manager for coordination of AET personnel and activities, attending meetings (if requested), consultation and report preparation.	0 Hour	\$185.00	\$0.00
Project Administrator for report preparation, review, invoicing.	0 Hour	\$90.00	\$0.00
Travel Time	0 Hours	\$0.00	\$0.00
Consulting Services - Engineer II	0 Hour	\$200.00	\$0.00
Special Consultation - Principal Engineer for special consultation and report review.	0 Hour	\$280.00	\$0.00
Special Consultation - Senior Engineer for special consultation and report review.	0 Hour	\$230.00	\$0.00
Personal or company vehicle mileage.	0 Mile	\$1.35	\$0.00
Per-Diem (meals and lodging).	0 Day	\$74.00	\$0.00
Trip Charge to the jobsite.	0 Each	\$50.00	\$0.00
Report - distribution (Qest, email, in-person, etc.).	0 Each	Quote	\$0.00
Section Subtotal:			\$0.00
ESTIMATED SALES BUDGET			\$0.00

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement (“Amendment”), by and between **Apex Engineering Group** (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated January 6, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 10th day of November, 2025.

Apex Engineering Group

By: Matthew T. Kill

Its: Vice President

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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# 2026 Rate Schedule

<b>Classification</b>	<b>Hourly Rate</b>
Principal Engineer	\$257
Senior Engineer II	\$245
Senior Engineer I	\$232
Lead Engineer	\$217
Design Engineer II	\$202
Design Engineer	\$188
Project Engineer	\$167
Graduate Engineer	\$153
Senior Environmental Engineer	\$247
Lead Environmental Engineer	\$223
Environmental Engineer	\$206
Graduate Environmental Engineer	\$164
Survey Manager	\$207
Sr. Survey Crew Chief	\$193
Survey Crew Chief	\$181
Surveyor II	\$155
Surveyor I	\$129
Survey Technician	\$122
Operations Specialist	\$207
Lead Environmental Planner	\$197
Environmental Planner	\$158
Right-of-Way Specialist	\$190
Senior Engineering Technician	\$166
Lead Engineering Technician	\$150
Engineering Technician III	\$132
Engineering Technician II	\$125
Engineering Technician I	\$114
GIS Coordinator	\$173
GIS Analyst	\$142
GIS Technician	\$132
Support Staff III	\$135
Support Staff II	\$124
Support Staff I	\$118

## **Reimbursable Expenses:**

Outside Consultant	Cost * \$1.15
Car/Standard Vehicle	\$ IRS Rate/Mile
Survey Vehicle	\$1.00/Mile
4WD Pickup	\$0.75/Mile
Field Vehicle	\$110/Day
All-Terrain Vehicle	\$100/Day
UAS Survey	\$100/Day
Meals (Per Diem)	\$45/Day
Lodging	At Cost
Field Supplies	At Cost
Printing: 8 ½ x 11 – color or b/w	\$.10/Each
11 x 17 – color or b/w	\$.15/Each
Wide Format – color or b/w	\$0.35/ft <sup>2</sup>

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement (“Amendment”), by and between **Bolton & Menk, Inc.** (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 7th day of November, 2025.

Bolton & Menk, Inc.

By: Mike Bittner

Its: Principal and Director

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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# 2026 FEE SCHEDULE

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2026. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

EMPLOYEE CLASSIFICATION	2026 HOURLY BILLING RATE
Administrative	\$70-175
Technician	\$98-186
Survey Technician	\$112-202
Senior Technician	\$138-230
Construction Manager	\$162-228
Design Engineer	\$135-202
Graduate Engineer	\$125-190
Graduate Surveyor	\$145-202
Landscape Designer	\$128-178
Landscape Architect	\$156-185
Licensed Project Surveyor	\$190-237
Planner	\$120-181
Project Engineer	\$148-220
Project Manager	\$140-261
Senior Landscape Architect	\$154-269
Senior Planner	\$172-240
Senior Project Engineer	\$170-220
Senior Project Manager	\$190-290
Architect	\$160-276
Specialist*	\$100-216
Practice Expert**	\$125-370
Principal**	\$180-320
Senior Principal**	\$232-344
GPS/Robotic Survey Equipment <sup>1</sup>	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

\*Specialized role not classified above otherwise.

\*\*Highly specialized and industry expertise unique to the market or area of discipline.

**Amendment (First) to Master Services Agreement**

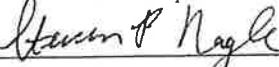
This Amendment (First) to Master Services Agreement ("Amendment"), by and between **Braun Intertec Corporation** (hereinafter called "Consultant") and the City of Fargo, a North Dakota municipal corporation ("City"), amends the MS-23-A0 Master Services Agreement dated January 12, 2023 ("MSA").

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant's rates for the year 2026, which Consultant has provided to the City. The Consultant's rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant's rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 10 day of November, 2025.

Braun Intertec Corporation

By: 

Its: Vice President

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_



## City of Fargo CMT, GEO, ENV Rates -

2026

MS-23-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
<b>Phase 1</b>	<b>Construction and Materials Testing</b>		
<b>Activity 1.1</b>	<b>Soil Testing</b>		
	Compaction Testing - Nuclear	Hour	103.00
	Standard Proctor Test (ASTM D 698), per sample	Each	217.00
	Atterberg Limits: LL and PL (ASTM D 4318), per sample	Each	122.00
	Moisture content (ASTM D 2216), per sample	Each	20.00
	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample	Each	164.00
	Mechanical (sieve)-hydrometer analysis (ASTM D 422), per sample	Each	198.00
	Lightweight particles (ASTM C 123), per sample	Each	107.00
	Percent crushed (ASTM D5821), per sample	Each	107.00
	Compaction Testing - Sandcone	Hour	103.00
	Sample pick-up	Hour	103.00
	CMT Technician III - Excavation Observations, Proofroll Observations	Hour	126.00
	CMT Technician II - Rip-Rap Gradation Testing	Hour	103.00
<b>Activity 1.2</b>	<b>Concrete Testing</b>		
	Concrete Testing - Slump, Air Content, Temperature & Cast Cylinders	Hour	103.00
	Compressive strength of concrete cylinders (ASTM C 39), per specimen	Each	31.00
	Concrete Coring - 1 Technician and Equipment	Hour	150.00
	Compressive strength of concrete cores (ASTM C 42), per specimen	Each	96.00
	Concrete Cylinder Pick up	Hour	103.00
	Los Angeles Abrasion (ASTM C 131, C 535), per sample	Each	181.00
	Sieve Analysis - Concrete Aggregates, per sample	Each	130.00
	Lightweight particles (ASTM C 123), per sample	Each	107.00
	Lithological Count, per sample	Each	174.00
<b>Activity 1.3</b>	<b>Bituminous Testing</b>		
	Compaction Testing - Nuclear	Hour	103.00
	Flagging	Hour	103.00
	Bituminous Coring - 1 Technician and Equipment	Hour	150.00
	Asphalt Content (ASTM D 2172/6307), per sample	Each	188.00
	Sieve analysis with 200 wash (ASTM C 136 and C 117), belt sample	Each	164.00
	Extracted aggregate gradation (ASTM D 5444), per sample	Each	130.00
	Thickness and density of pavement core (ASTM D 2726)	Each	70.00
	Rice specific gravity (ASTM D 2041), per sample	Each	108.00
	Fine Aggregate Angularity (ASTM C1252), per sample	Each	99.00
	Gyratory gravity (AASHTO T312), per sample	Each	237.00
	Percent crushed (ASTM D5821), per sample	Each	107.00

## City of Fargo CMT, GEO, ENV Rates -

2026

MS-23-A0

Activity 1.4	Sample pick-up	Hour	103.00
	Sand Equivalent (AASHTO T176), per sample	Each	174.00
	<b>Seal Coat Testing</b>		
	Sample pick-up	Hour	103.00
	Sieve analysis with 200 wash (ASTM C 136 and C 117), per sample	Each	164.00
Activity 1.5	Flakiness Index of Aggregates, per sample	Each	217.00
	<b>Project Management</b>		
	Project Assistant	Hour	103.00
	Project Manager	Hour	194.00
	Senior Engineer	Hour	215.00
<b>Phase 2</b>			
Activity 2.1	<b>Environmental Consulting</b>		
	Field Scientist	Hour	164.00
	Staff Scientist	Hour	164.00
	Project Scientist	Hour	194.00
	Senior Scientist	Hour	215.00
	Principal Scientist	Hour	273.00
	Asbestos Analysis (PLM) per sample layer	Each	12.00
	Asbestos Analysis (400-point count) per sample layer	Each	35.00
	Lead Paint Chip Analysis per sample	Each	18.00
	XRF Spectrum Analyzer per day	Each	750.00
	PID w/10.6 eV lamp, per day	Each	155.00
	GPS (2-meter accuracy), per day	Each	165.00
<b>Phase 3</b>			
Activity 3.1	<b>Geotechnical Engineering</b>		
	<b>Drilling and Laboratory</b>		
	Truck-Mounted Drill Rig	Hour	370.00
	Float-Mounted Drill Rig	Hour	440.00
	Thin-wall Tubes	Each	34.00
	Borehole Grout	Foot	4.00
	Moisture content (ASTM D 2216), per sample	Each	20.00
	Moisture Density	Each	40.00
	Atterberg Limits: LL and PL (ASTM D 4318), per sample	Each	122.00
	Mechanical (sieve)-hydrometer analysis (ASTM D 422), per sample	Each	198.00
	Percent Passing #200 Sieve	Each	89.00
	CU Triaxial Test with Porewater Pressure Measurements	Each	1,670.00
	Time-Rate of Consolidation	Each	735.00
Activity 3.2	<b>Analysis and Reporting</b>		
	Staff Engineer	Hour	164.00
	Project Engineer	Each	194.00
	Senior Engineer	Hour	215.00
	Principal Engineer	Each	273.00
	Project Assistant	Hour	103.00
	Project Manager	Each	194.00

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

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement (“Amendment”), by and between **Burian & Associates, LLC** (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated January 11<sup>th</sup>, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 5<sup>th</sup> day of November, 2025.

Burian & Associates, LLC

By: 

Its: President & CEO

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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### Standard Hourly Rates and Reimbursable Expenses Schedule

#### Standard Hourly Rates Schedule

Administrative 1	\$ 72.00	Engineering Technician 1	\$ 95.00
Administrative 2	\$ 82.00	Engineering Technician 2	\$ 110.00
Administrative 3	\$ 92.00	Engineering Technician 3	\$ 130.00
		Engineering Technician 4	\$ 150.00
Business Support Specialist 1	\$ 105.00	Engineering Technician 5	\$ 170.00
Business Support Specialist 2	\$ 115.00	Engineering Technician 6	\$ 180.00
Business Support Specialist 3	\$ 130.00	Engineering Technician 7	\$ 195.00
Business Support Specialist 4	\$ 150.00		
Business Support Specialist 5	\$ 170.00	GIS Specialist 1	\$ 105.00
Business Support Specialist 6	\$ 190.00	GIS Specialist 2	\$ 125.00
		GIS Specialist 3	\$ 140.00
Intern 1	\$ 70.00	GIS Specialist 4	\$ 155.00
Intern 2	\$ 80.00	GIS Specialist 5	\$ 165.00
Intern 3	\$ 90.00	GIS Specialist 6	\$ 175.00
Engineering Assistant 1	\$ 90.00	Land Surveyor Assistant 1	\$ 75.00
Engineering Assistant 2	\$ 100.00	Land Surveyor Assistant 2	\$ 85.00
Engineering Assistant 3	\$ 120.00	Land Surveyor Assistant 3	\$ 95.00
Engineering Assistant 4	\$ 130.00		
		Land Surveyor 1	\$ 120.00
Engineer 1	\$ 140.00	Land Surveyor 2	\$ 140.00
Engineer 2	\$ 150.00	Land Surveyor 3	\$ 165.00
Engineer 3	\$ 170.00	Land Surveyor 4	\$ 180.00
Engineer 4	\$ 190.00	Land Surveyor 5	\$ 190.00
Engineer 5	\$ 210.00		
Engineer 6	\$ 230.00	Consultant 1	\$ 165.00
Engineer 7	\$ 245.00	Consultant 2	\$ 185.00
Engineer 8	\$ 265.00	Senior Consultant 3	\$ 205.00
Engineer 9	\$ 295.00	Senior Consultant 4	\$ 225.00
		Senior Consultant 5	\$ 235.00

#### Standard Reimbursable Rates Schedule

Black & White Photocopies	\$0.10 / page
Black & White Laser Printouts	\$0.20 / page
Color Photocopies	\$0.55 / page
Color Laser Printouts	\$0.55 / page
Robotic Total Station	\$45 / hour
GPS RTK Base/Rover System	\$60 / hour
GPS MidStates VRS Rover	\$40 / hour
UTV/ATV/Boat	\$100 / day
Mileage	Mileage x Current IRS Rate
Meals	Cost x 1.10
Lodging	Cost x 1.10
Out of Pocket Expenses	Cost x 1.10
Rental Car	Cost x 1.10
Consultants	Cost x 1.10

**Amendment (First) to Master Services Agreement**


This Amendment (First) to Master Services Agreement (“Amendment”), by and between **HDR Engineering, Inc.** (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 10th day of November, 2025.

HDR Engineering, Inc.

By: 

Its: Sr. Vice President

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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## HDR Engineering, Inc. 2026 Hourly Billing Rates

Billing Title	Billing Rate	Billing Title	Billing Rate
Managing Principal	310	Environmental/Hydrologist/Geologist 8	240
Project Manager 7	290	Environmental/Hydrologist/Geologist 7	225
Project Manager 6	260	Environmental/Hydrologist/Geologist 6	210
Project Manager 5	240	Environmental/Hydrologist/Geologist 5	195
Project Manager 4	225	Environmental/Hydrologist/Geologist 4	170
Project Manager 3	210	Environmental/Hydrologist/Geologist 3	150
Project Manager 2	195	Environmental/Hydrologist/Geologist 2	130
Project Manager 1	180	Environmental/Hydrologist/Geologist 1	110
Engineer 11	290	Economist 4	220
Engineer 10	260	Economist 3	190
Engineer 9	240	Economist 2	160
Engineer 8	225	Economist 1	130
Engineer 7	210	Surveyor 5	190
Engineer 6	195	Surveyor 4	170
Engineer 5	180	Surveyor 3	150
Engineer 4	165	Surveyor 2	130
Engineer 3	150	Surveyor 1	110
Engineer 2	135	Construction Manager 6	260
Engineer 1	125	Construction Manager 5	245
System Integrator 4	230	Construction Manager 4	235
System Integrator 3	195	Construction Manager 3	215
System Integrator 2	175	Construction Manager 2	205
System Integrator 1	155	Construction Manager 1	185
CADD/GIS Technician 6	185	Strategic Comm/Graphic Designer 4	165
CADD/GIS Technician 5	165	Strategic Comm/Graphic Designer 3	145
CADD/GIS Technician 4	150	Strategic Comm/Graphic Designer 2	130
CADD/GIS Technician 3	135	Strategic Comm/Graphic Designer 1	105
CADD/GIS Technician 2	120	Commercial Mgmt/Project Controls 6	310
CADD/GIS Technician 1	110	Commercial Mgmt/Project Controls 5	280
Technician 5	170	Commercial Mgmt/Project Controls 4	250
Technician 4	150	Commercial Mgmt/Project Controls 3	220
Technician 3	135	Commercial Mgmt/Project Controls 2	190
Technician 2	115	Commercial Mgmt/Project Controls 1	160
Technician 1	105	Project Controller	150
Right of Way 5	195	Project Accountant	120
Right of Way 4	180	Project Assistant	115
Right of Way 3	155	Admin Assistant	85
Right of Way 2	135		
Right of Way 1	120		
Right of Way Coordinator	115		

Rates shall be adjusted annually. HDR may hire contract workers that will be assigned a billing rate based on this rate sheet. HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise will be billed at the below rates.

Billing Title	Billing Rate
Technical Expert 9	375
Technical Expert 8	355
Technical Expert 7	335
Technical Expert 6	315
Technical Expert 5	305
Technical Expert 4	285
Technical Expert 3	265
Technical Expert 2	245
Technical Expert 1	225

#### **REIMBURSABLE EXPENSES**

Reimbursable Expense shall mean actual expenses incurred for travel, hotel, printing, meals, subconsultants, shipping, and other incurred expense. If negotiated with Owner in the contract, HDR will add an agreed to percentage mark-up to subconsultant invoices to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.

Expense	Rate
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
Drone	\$275.00 per day
HDR Vehicle Mileage	\$0.88 per mile
Personal Vehicle Mileage	IRS rate per mile

**Amendment (First) to Master Services Agreement**

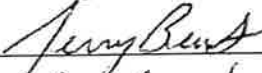
This Amendment (First) to Master Services Agreement ("Amendment"), by and between **Houston Engineering, Inc.** (hereinafter called "Consultant") and the City of Fargo, a North Dakota municipal corporation ("City"), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 ("MSA").

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant's rates for the year 2026, which Consultant has provided to the City. The Consultant's rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant's rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 7<sup>th</sup> day of NOVEMBER, 2025.

Houston Engineering, Inc.

By: 

Its: Vice President

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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## LABOR RATES

The following is a schedule of hourly rates and charges for services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1<sup>st</sup> of each year (typically no more than 5%).

Category	2026 Rates	Category	2026 Rates	Category	2026 Rates
Engineering Assistant 1	\$107	Scientist Assistant	\$110	GIS Assistant	\$78
Engineering Assistant 2	\$127	Scientist 1	\$149	GIS Analyst 1	\$119
Engineer 1	\$145	Scientist 2	\$161	GIS Analyst 2	\$132
Engineer 2	\$156	Scientist 3	\$177	GIS Analyst 3	\$144
Engineer 3	\$167	Scientist 4	\$191	GIS Analyst 4	\$158
Engineer 4	\$177	Scientist 5	\$203	GIS Analyst 5	\$169
Engineer 5	\$188	Scientist 6	\$237	GIS Analyst 6	\$181
Engineer 6	\$200	Scientist 7	\$268	Project Manager 1 – Technology	\$184
Engineer 7	\$212	Hydrogeologist 1	\$161	Project Manager 2 – Technology	\$204
Engineer 8	\$222	Hydrogeologist 2	\$178	Project Manager 3 – Technology	\$237
Engineer 9	\$234	Hydrogeologist 3	\$203	Software Engineer 1	\$139
Engineer 10	\$244	Hydrogeologist 4	\$251	Software Engineer 2	\$157
Engineer 11	\$255	Hydrogeologist 5	\$268	Software Engineer 3	\$168
Engineer 12	\$268	Land Surveyor 1	\$161	Software Engineer 4	\$180
Engineer 13	\$277	Land Surveyor 2	\$184	Software Engineer 5	\$194
Engineering Specialist 1	\$145	Land Surveyor 3	\$204	Software Engineer 6	\$206
Engineering Specialist 2	\$156	Land Surveyor 4	\$217	Software Engineer 7	\$218
Engineering Specialist 3	\$167	Land Surveyor 5	\$244	Software Engineer 8	\$237
Engineering Specialist 4	\$177	Land Surveyor 6	\$268	Computer Technician	\$195
Engineering Specialist 5	\$188	Technician Assistant	\$110	Landscape Architect 1	\$140
Engineering Specialist 6	\$200	Technician 1	\$127	Landscape Architect 2	\$150
Engineering Specialist 7	\$212	Technician 2	\$135	Landscape Architect 3	\$160
Engineering Specialist 8	\$222	Technician 3	\$144	Landscape Architect 4	\$172
Engineering Specialist 9	\$234	Technician 4	\$153	Landscape Architect 5	\$188
Engineering Specialist 10	\$244	Technician 5	\$161	Landscape Architect 6	\$205
Engineering Specialist 11	\$255	Technician 6	\$169	Landscape Architect 7	\$225
Engineering Specialist 12	\$268	Technician 7	\$178	Landscape Architect 8	\$250
Engineering Specialist 13	\$277	Technician 8	\$187	Planner 1	\$140
Senior Consultant 1	\$226	Technician 9	\$196	Planner 2	\$150
Senior Consultant 2	\$280	Technician 10	\$206	Planner 3	\$160
Senior Consultant 3	\$294	Technician 11	\$214	Planner 4	\$172
Senior Consultant 4	\$305	CAD Technician 1	\$112	Planner 5	\$188
Senior Consultant 5	\$316	CAD Technician 2	\$117	Planner 6	\$205
Project Assistant 1	\$90	CAD Technician 3	\$127	Planner 7	\$225
Project Assistant 2	\$104	CAD Technician 4	\$135	Planner 8	\$250
Project Assistant 3	\$110	CAD Technician 5	\$144		
Project Assistant 4	\$115	CAD Technician 6	\$153		
Project Assistant 5	\$124	Drone Pilot	\$170		
Project Assistant 6	\$129	Drone Visual Observer	\$69		

## SURVEY CREWS & REIMBURSABLE EXPENSES

Category	2026 Rates	Category	2026 Rates
Survey Crews:		ATV/Snowmobile/Boat	\$15/hour
1-Person Crew (plus equipment)	\$196/hour	ATV w/Tracks	\$30/hour
2-Person Crew (plus equipment)	\$238/hour	Hydrone RCV	\$50/hour
3-Person Crew (plus equipment)	\$295/hour	Small UAS (Drone)	\$25/hour
4-Person Crew (plus equipment)	\$330/hour	Large UAS (Drone)	\$50/hour
Meals	Actual Cost	Deliveries/Postage/Printing	Actual Cost
Hotel	Actual Cost	Surveying Materials: Lath, Hubs, Pipe, etc.	Actual Cost
Mileage – Vehicles:		Special Equipment and Other Materials Required	Actual Cost
2-Wheel Drive	IRS Standard Mileage Rate	Subconsultants	Actual Cost + 10%
4-Wheel Drive	IRS Standard Mileage Rate + \$.20/Mile	Special Software/Technology	\$50/hour
GPS Equipment	\$25/hour/unit		
Robotic Total Station	\$40/hour		

**Amendment (First) to Master Services Agreement**


This Amendment (First) to Master Services Agreement (“Amendment”), by and between [ **NAME OF CONSULTANT HERE** ] (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated [ date of signed MSA here ] (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 4<sup>th</sup> day of November, 2025.

[ Jorge L. Pagan, Appraiser ]

By: 

Its: Appraiser / Owner

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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**Nathan Boerboom**

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**From:** Jorge Pagan <jorge@jorgepagan.com>  
**Sent:** Tuesday, November 4, 2025 11:16 AM  
**To:** Nathan Boerboom  
**Subject:** Re: Request to Extend Master Service Agreement with City of Fargo

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

Nathan,

For calendar year 2026, my hourly rate is \$275.

Cordially,

**Jorge L. Pagan, MAI, CCIM, R/W-AC**  
**Certified General Appraiser**  
**(701) 751-0651 - ND**  
**(787) 630-4000 - PR**

On Tue, Nov 4, 2025 at 9:12 AM Nathan Boerboom <[NBoerboom@fargond.gov](mailto:NBoerboom@fargond.gov)> wrote:

Jorge,

Thanks for the response. Can you send me your 2026 hourly rates? Once I have those, I'll then send over a final amendment for you to sign.

**Nathan Boerboom** *PE, CFM*

*Assistant City Engineer*

THE CITY OF FARGO | ENGINEERING

Office: 701.476.6743

[NBoerboom@FargoND.gov](mailto:NBoerboom@FargoND.gov)

*At The City of Fargo, We Work for You.*

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement (“Amendment”), by and between **KLJ Engineering, LLC** (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 6th day of November, 2025.

KLJ Engineering, LLC

By: \_\_\_\_\_

Its: Associate Vice President, Transportation

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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## 2026 KLJ Rate Sheet

KLJ Staff Type	Standard Rate	KLJ Staff Type	Standard Rate
Archaeologist I	\$85	CAD Technician I	\$104
Archaeologist II	\$117	CAD Technician II	\$110
Archaeologist III	\$155	CAD Technician III	\$125
Archaeologist IV	\$204	CAD Technician IV	\$154
Archaeologist V	\$217	GIS Specialist I	\$114
Paleontologist	\$155	GIS Specialist II	\$127
Environmental Specialist I	\$116	GIS Specialist III	\$135
Environmental Specialist II	\$135	GIS Specialist IV	\$156
Environmental Specialist III	\$171	Intern	\$84
Environmental Specialist IV	\$191	Associate Planner	\$117
Environmental Specialist V	\$218	Planner	\$185
Environmental Specialist VI	\$288	Senior Planner	\$241
Government Relations Specialist I	\$108	Sr Public Engagement Strategist	\$162
Government Relations Specialist II	\$148	ROW Associate	\$126
Government Relations Specialist III	\$167	ROW Agent	\$154
Graphic Design Specialist	\$142	Project Controls Specialist I	\$106
Engineering Technician I	\$106	Project Controls Specialist II	\$162
Engineering Technician II	\$117	Survey Technician	\$95
Engineering Technician III	\$149	Crew Chief	\$113
Engineering Technician IV	\$163	Senior Crew Chief	\$159
Engineering Technician V	\$185	Professional Land Surveyor	\$185
Designer Technician	\$130	Principal Land Surveyor	\$223
Associate Designer	\$133	1 Person Survey Crew	\$189
Designer	\$145	2 Person Survey Crew	\$263
Senior Designer	\$204	Project Manager	\$220
Engineer in Training I	\$124	Senior Project Manager	\$284
Engineer in Training II	\$135		
Associate Engineer	\$157		
Engineer	\$184		
Senior Engineer	\$236		
Project Assistant I	\$94		
Project Assistant II	\$107		
Project Assistant III	\$143		

Reimbursable Expenses (if applicable)		
ATV, UTV, Snowmobile	Included in Hourly Rate	
Survey Equipment	Included in Hourly Rate	
CAD and GIS Work Station	Included in Hourly Rate	
Postage and Routing Printing Cost	Included in Hourly Rate	
Mileage	Included in Hourly Rate	
Special Equipment/Software	Per Project Basis	
Subsistence (Per Diem) - Lodging	Actual Cost	
Subsistence (Per Diem) - Meals	\$45 / Day per Person	
Misc. Project Related Expenses	Actual Cost + 10%	
Sub-Contracts	Actual Cost + 10%	



**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement (“Amendment”), by and between **Lowry Engineering** (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 11 day of November, 2025.

Lowry Engineering

By: \_\_\_\_\_

Its: \_\_\_\_\_

President

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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Civil Engineering • Construction Engineering • Land Survey

## **Lowry Engineering Hourly Billing Rates – City of Fargo, ND**

Effective: 01/01/2026

<b>Civil Engineer 4 (PE)</b>	<b>\$265/hr</b>
<b>Civil Engineer 3 (PE)</b>	<b>\$245/hr</b>
<b>Civil Engineer 2 (PE)</b>	<b>\$200/hr</b>
<b>Civil Engineer 1 (PE)</b>	<b>\$180/hr</b>
<b>Project Engineer 2 (EIT)</b>	<b>\$150/hr</b>
<b>Project Engineer 1 (EIT)</b>	<b>\$130/hr</b>
<b>Civil Technician 3</b>	<b>\$175/hr</b>
<b>Civil Technician 2</b>	<b>\$150/hr</b>
<b>Civil Technician 1</b>	<b>\$120/hr</b>
<b>Survey Crew (2 person)</b>	<b>\$250/hr</b>

## **Reimbursable Expense Rates**

<b>Per Diem</b>	<b>\$70/day</b>
<b>Lodging</b>	<b>Cost</b>
<b>Mileage</b>	<b>\$0.77/ Mile</b>

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement (“Amendment”), by and between **MBN Engineering, Inc.** (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 10 day of November, 2025.

MBN Engineering, Inc.

By: \_\_\_\_\_



Its: Vice President

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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# 2026 Hourly Rate Schedule

Position	Rate Per Hour
Engineer V	\$180.00
Engineer IV	\$162.00
Engineer III	\$143.00
Engineer II	\$113.00
Engineer I	\$100.00
Engineering Technician VI	\$162.00
Engineering Technician V	\$143.00
Engineering Technician IV	\$124.00
Engineering Technician III	\$101.00
Engineering Technician II	\$84.00
Engineering Technician I	\$72.00
Right-of -Way Specialist I	\$97.00
Right-of-Way Specialist II	\$120.00
Support Staff	\$80.00
PLS-CADD	\$11.00
Mileage	current IRS rate
Subsistence	At Cost
Printing & Postage	At Cost

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement (“Amendment”), by and between **Moore Engineering, Inc.** (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 11th day of November, 2025.

Moore Engineering, Inc.

By: Kt. Hagan PE, CFM

Its: Market Leader / Senior Engineer

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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**MOORE ENGINEERING, INC.**  
**2026 BILLING SCHEDULE**  
Effective January 1, 2026

NOTE: Rates contained in this Billing Schedule are valid until December 31, 2026. After December 31, 2026, Hourly Billing Rates will be escalated annually and direct expenses may be adjusted to meet market conditions.

Description		Billing Rate Per Hour
1	Principal	\$300.00
2	Client Service Representative	\$263.00
3	Senior Project Manager	\$273.00
4	Senior Professional Engineer	\$257.00
5	Senior Technical Advisor	\$315.00
6	Technical Advisor II	\$236.00
7	Technical Advisor I	\$215.00
8	Project Manager	\$247.00
9	Professional Engineer II	\$226.00
10	Professional Engineer I	\$205.00
11	Project Coordinator	\$168.00
12	Funding Specialist	\$164.00
13	Funding Administrator	\$126.00
14	Project Funding Engagement Consultant	\$164.00
15	Project Engineer	\$181.00
16	CADD Standards Coordinator	\$202.00
17	Senior Construction Engineer/Specialist	\$226.00
18	Construction Engineer/Specialist II	\$179.00
19	Construction Engineer/Specialist I	\$169.00
20	Graduate Engineer	\$152.00
21	Senior Engineering Designer	\$194.00
22	Engineering Designer II	\$184.00
23	Engineering Designer I	\$164.00
24	Staff Engineer / Hydrogeologist	\$158.00
25	Senior Engineer / Hydrogeologist	\$168.00
26	Professional Hydrogeologist II	\$226.00
27	Professional Hydrogeologist I	\$205.00
28	Project Engineer / Hydrogeologist	\$174.00
29	Senior Project Engineer / Hydrogeologist	\$186.00
30	Senior Environmental Scientist	\$246.00
31	Environmental Scientist III	\$218.00
32	Environmental Scientist II	\$186.00
33	Environmental Scientist I	\$147.00
34	Environmental Technician II	\$158.00
35	Environmental Technician I	\$103.00
36	Environmental Intern	\$103.00
37	Expert Witness	\$420.00
38	Senior Landscape Architect	\$191.00
39	Landscape Architect II	\$164.00
40	Landscape Architect I	\$142.00
41	Senior Project Administrator	\$191.00
42	Project Administrator II	\$158.00
43	Project Administrator I	\$137.00
44	Senior Office Administrator	\$185.00
45	Office Administrator II	\$124.00
46	Office Administrator I	\$121.00
47	Engineering Technician III	\$163.00
48	Engineering Technician II	\$142.00
49	Engineering Technician I	\$103.00
50	CADD Technician III	\$163.00
51	CADD Technician II	\$137.00
52	CADD Technician I	\$114.00
53	GIS Manager	\$196.00
54	Senior GIS Coordinator	\$196.00
55	GIS Analyst	\$174.00
56	GIS Developer	\$185.00
57	GIS Programmer III	\$179.00
58	GIS Programmer II	\$168.00
59	GIS Programmer I	\$152.00
60	GIS Specialist III	\$185.00
61	GIS Specialist II	\$174.00
62	GIS Specialist I	\$158.00
63	GIS Technician III	\$173.00
64	GIS Technician II	\$147.00
65	GIS Technician I	\$126.00
66	Drone Operator	\$163.00
67	Drone Services Coordinator	\$179.00
68	Senior Land Surveyor	\$218.00
69	Land Surveyor	\$196.00
70	Survey Data Analyst	\$212.00
71	Survey Manager	\$202.00
72	Survey Crew Chief II	\$191.00
73	Survey Crew Chief I	\$168.00
74	Survey Technician III	\$152.00
75	Survey Technician II	\$131.00
76	Survey Technician I	\$109.00
77	Administrative Assistant II	\$105.00
78	Administrative Assistant I	\$92.00

Travel Expenses	Project Mileage	Per current IRS rate	per mile
	Lodging and Meals	At Cost	
Survey Supplies	Per Diem	\$68.00	per day
	Iron Pins	\$1.25	each
	Fence Posts	\$5.00	each
	Motorized Offroad Vehicles   Drone Equipment	\$75.00	per day
Miscellaneous	Project Expenses	At Cost	
	Sub Consultants	At Cost	

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement ("Amendment"), by and between **Patchin Messner** (hereinafter called "Consultant") and the City of Fargo, a North Dakota municipal corporation ("City"), amends the MS-23-A0 Master Services Agreement dated January 9, 2023 ("MSA").

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant's rates for the year 2026, which Consultant has provided to the City. The Consultant's rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant's rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 12<sup>th</sup> day of November, 2025.

Patchin Messner

By: 

Its: Vice President

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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## Patchin Messner Valuation Counselors Fee Schedule

Name	Title	Yrs. Exp.	2025 Billing Rates		
			Valuation & Consultation/Hr.	Pre-Trial Preparation/Hr.	Hearings/ Testimony/Hr.
Jason L. Messner, MAI, CRE	Principal	38	\$205	\$285	\$425
Christine L. Mackaman, MAI, AI-GRS	Principal	20	\$165	\$230	\$350
Brent D. Pederson, MAI	Principal	21	\$155	\$210	\$310
Andrew S. Totzke, MAI	Principal	12	\$145	\$200	\$300
Scott E. Neu, MAI	Associate	31	\$155	\$210	\$310
Craig A. Christianson	Associate	15	\$90 - \$100	\$130	N/A
Nathan A. Wareham	Associate	8	\$90 - \$100	\$130	N/A
Michelle K. Hedges	Associate	5	\$80 - \$90	\$110	N/A
Brandon C. Tharp	Associate	2	\$70 - \$80	\$90	N/A
Isabelle M. Henderson	Associate	1	\$65 - \$75	\$90	N/A
Heather Allison	Office Manager	4	N/A	N/A	N/A

Hourly billing rates may increase no more than 3% annually beginning 1/1/2026. Furthermore, hourly rates are inclusive of expenses.

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement (“Amendment”), by and between SEH of North Dakota LLC (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated February 6, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 3 day of November, 2025.

SEH

By: Toby Muse

Its: Toby Muse, Principal

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_

# **SHORT ELLIOTT HENDRICKSON INC.**

## **SEH HOURLY BILLABLE RATES – 2026**

### ***CLASSIFICATION - OFFICE STAFF BILLABLE RATE (1)***

Principal \$202.80 – \$348.40

Project Manager \$166.40 – \$306.80

Senior Project Specialist \$161.20 – \$291.20

Project Specialist \$119.60 – \$223.60

Senior Professional Engineer I \$140.40 – \$234.00

Senior Professional Engineer II \$171.60 – \$291.20

Professional Engineer \$130.00 – \$208.00

Graduate Engineer \$104.00 – \$176.80

Senior Architect \$150.80 – \$270.40

Architect \$130.00 – \$197.60

Graduate Architect \$104.00 – \$140.40

Senior Landscape Architect \$140.40 – \$218.40

Landscape Architect \$114.40 – \$161.20

Graduate Landscape Architect \$104.00 – \$130.00

Senior Scientist \$156.00 – \$223.60

Scientist \$109.20 – \$176.80

Graduate Scientist \$98.80 – \$140.40

Senior Planner \$161.20 – \$260.00

Planner \$130.00 – \$197.60

Graduate Planner \$109.20 – \$156.00

Senior Right of Way Specialist \$145.60 – \$208.00

Right of Way Specialist \$93.60 – \$156.00

Senior GIS Analyst \$135.20 – \$223.60

GIS Analyst \$124.80 – \$192.40

Project Design Leader \$150.80 – \$239.20

Lead Technician \$130.00 – \$213.20

Senior Technician \$109.20 – \$171.60

Technician \$78.00 – \$150.80

Graphic Designer \$109.20 – \$176.80

Administrative Professional \$67.60 – \$166.40

***CLASSIFICATION - FIELD STAFF BILLABLE RATE (1)***

Professional Land Surveyor \$140.40 – \$223.60

Lead Resident Project Representative \$114.40 – \$202.80

Senior Project Representative \$114.40 – \$176.80

Project Representative \$93.60 – \$161.20

Survey Crew Chief \$104.00 – \$171.60

Survey Instrument Operator \$72.80 – \$130.00

(1) The actual rate charged is dependent upon the hourly rate of the employee assigned to the project. The rates shown are subject to change.

Effective: January 1, 2026

Expires: December 31, 2026

**Amendment (First) to Master Services Agreement**

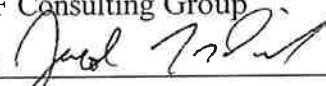
This Amendment (First) to Master Services Agreement (“Amendment”), by and between **SRF Consulting Group** (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 10th day of November, 2025.

SRF Consulting Group

By: 

Its: Vice President

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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## SRF CONSULTING GROUP, INC.

RANGE OF RATES  
January 2026 thru December 2028

	<u>2026</u>	<u>2027</u>	<u>2028</u>
<b><u>PROFESSIONAL</u></b>			
Professional VIII	\$ 170 - \$ 278	\$ 170 - \$ 286	\$ 170 - \$ 295
Professional VII	\$ 160 - \$ 278	\$ 160 - \$ 286	\$ 160 - \$ 295
Professional VI	\$ 140 - \$ 263	\$ 140 - \$ 271	\$ 140 - \$ 279
Professional V	\$ 130 - \$ 263	\$ 130 - \$ 271	\$ 130 - \$ 279
Professional IV	\$ 110 - \$ 232	\$ 110 - \$ 239	\$ 110 - \$ 246
Professional III	\$ 100 - \$ 208	\$ 100 - \$ 214	\$ 100 - \$ 221
Professional II	\$ 90 - \$ 170	\$ 90 - \$ 175	\$ 90 - \$ 180
Professional I	\$ 85 - \$ 144	\$ 85 - \$ 149	\$ 85 - \$ 153
<b><u>TECHNICIAN</u></b>			
Technician VI	\$ 130 - \$ 232	\$ 130 - \$ 239	\$ 130 - \$ 246
Technician V	\$ 125 - \$ 232	\$ 125 - \$ 239	\$ 125 - \$ 246
Technician IV	\$ 110 - \$ 216	\$ 110 - \$ 223	\$ 110 - \$ 229
Technician III	\$ 90 - \$ 198	\$ 90 - \$ 204	\$ 90 - \$ 210
Technician II	\$ 80 - \$ 160	\$ 80 - \$ 164	\$ 80 - \$ 169
Technician I	\$ 70 - \$ 129	\$ 70 - \$ 133	\$ 70 - \$ 137
<b><u>SUPPORT SPECIALIST</u></b>			
Support Specialist VI	\$ 130 - \$ 232	\$ 130 - \$ 239	\$ 130 - \$ 246
Support Specialist V	\$ 125 - \$ 232	\$ 125 - \$ 239	\$ 125 - \$ 246
Support Specialist IV	\$ 110 - \$ 201	\$ 110 - \$ 207	\$ 110 - \$ 213
Support Specialist III	\$ 80 - \$ 180	\$ 80 - \$ 186	\$ 80 - \$ 191
Support Specialist II	\$ 70 - \$ 155	\$ 70 - \$ 159	\$ 70 - \$ 164
Support Specialist I	\$ 60 - \$ 129	\$ 60 - \$ 133	\$ 60 - \$ 137

The Range of Hourly Rates schedule is subject to change annually. Direct project related expenses are billed at actual cost and mileage is billed at a rate not to exceed the current allowable IRS rate for business miles.

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement (“Amendment”), by and between **Stantec Consulting Services, Inc.** (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 7th day of November, 2025.

Stantec Consulting Services, Inc.

By: Wendy Van Duyn

Its: Principal, PLA (ND)

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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## 2026 FIXED HOURLY RATES

Staff Level	Stantec Billing Level	2026 Hourly Rate
Administrative Assistant, Urban Planner, CAD Technician, Civil Designer, EIT, Scientist	3	\$111
	4	\$119
	5	\$131
	6	\$135
	7	\$145
Urban Planner, EIT, Civil Technician, Senior Civil Technician, Senior CAD Designer, Professional Engineer, Scientist, GIS Analyst, Landscape Architect	8	\$152
	9	\$161
	10	\$170
	11	\$179
	12	\$183
Senior Engineer, Senior Project Manager, Principal, Senior Landscape Architect	13	\$197
	14	\$208
	15	\$230
	16	\$256
Senior Principal, Vice President	17	\$270
	18	\$276
	19	\$296
Survey Crews	1-person crew	\$180
	2-person crew	\$275

*These rates will increase at a 3% escalation each year.*

### OTHER EXPENSES/MATERIALS

The following expenses will be billed at cost:

- Meals

*May be billed at cost or daily per diem*

- Lodging
- Mileage

*Billed at US Internal Revenue Service standard mileage rate*

- External Equipment and Supplies

*e.g., delivery charges, outside copying/reproduction, leased/rented field equipment, etc.*

- Company-owned equipment

*Billed at unit rate basis*

- Sub-Consultants
- Subcontracted Commodity Services

*e.g., analytical laboratory services, drilling contractors, etc.*

If applicable, per diem rates will be those set by the U.S. General Services Administration (<https://www.gsa.gov>), unless prescribed differently in the proposal or contract terms and conditions.

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement (“Amendment”), by and between **Transportation Collaborative & Consultants** (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 12th day of November, 2025.

Transportation Collaborative & Consultants

By:  \_\_\_\_\_

Its: President \_\_\_\_\_

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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**- 2026 Rate Schedule –  
\$/Hour**

Principal: \$215 - \$275

Director: \$175 - \$235

Senior Project Manager: \$160 - \$200

Project Manager: \$135 - \$190

Lead Engineer/Planner/Analyst: \$115 - \$165

Engineer/Planner/Strategist: \$95 - \$140

Graphic Designer/Administration/Specialist: \$80 - \$175

The range of hourly rates is subject to change annually. Direct project related expenses are billed at actual cost and mileage is billed at a rate not to exceed the current allowable IRS rate for business miles.

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement (“Amendment”), by and between [ **Terracon Consultants Inc.**  ] (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated [ January 11, 2023 ] (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 4th day of November, 2025.

[ Terracon Consultants Inc. ]

By: Brian Fettig

Its: Operations Manager II

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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

Attest:

\_\_\_\_\_  
\_\_\_\_\_

## FIXED HOURLY RATES FOR 2026

Terracon has a history of straightforward fees and billing. Geotechnical and environmental per-hour pricing and unit pricing shown in the following tables 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.

### GEOTECHNICAL ENGINEERING SERVICES

2026

Standard two-man field crew and ATV-mounted CME 750X rotary drill capable of performing standard penetration borings, with boring advancement by flight or hollow stem auger, or by rotary mud drilling methods.	\$330.00
Standard two-man field crew for boring layout, utility locations, elevations, site clean-up, and standby time due to site access or other site problems.	\$330.00
Job Site Mileage, Per Mile	\$1.30
<b>LABORATORY TESTS</b>	
Unconfined Compressive Strength ASTM:D2166	
Reporting maximum stress at failure	\$75.00
Moisture Content	\$7.50
Atterberg Limits	\$128.00
Mechanical Analysis thru #200 Sieve (Jar Samples)	
Through #200 Sieve	\$99.00
Percent Passing #200	\$77.00
Through .001 mm size, hydrometer analysis	\$190.00
Organic Content (combustion method)	\$89.00
Coefficient of Permeability	
Falling Head Method (Recompacted)	\$485.00
Constant Head Method (Granular Soils)	\$465.00
Flexible Wall	\$515.00
Sample preparation – recompacted	\$105.00
Moisture-Density Relations of Soils	
Method ASTM 698 or AASHTO T99	\$225.00
Tests of Expansive Soils	
Percent Swell	\$190.00
Swell pressure	\$375.00
Hand Penetrometer	\$4.60
Consolidation Tests	
Reporting log p-e curve	\$580.00
Reporting log p-e curve with time settlement curves	\$750.00
Cyclic loadings, Per Load	\$45.00
California Bearing Ratio (CBR)	
Granular material	\$300.00
Additional points	\$171.00
Cohesive material	\$370.00
Additional points	\$215.00
Field Resistivity Tests	
Engineering Technician & Equipment, portal to portal, Per Hour	\$125.00
Mileage	\$1.30
Direct Shear Tests (per normal pressure)	
Unconsolidated-undrained	\$350.00
Consolidated-undrained	
Granular soil	\$300.00
Cohesive soil	\$450.00
Consolidated-drained	
Granular soil	\$350.00
Cohesive soil	\$425.00
Sample preparation – recompacted	\$100.00
Sample preparation – fragile specimens, Per Hour	\$120.00
Chemical Tests of Soil	
Redox	\$89.00
Sulfate content	\$64.00
Chloride content	\$64.00
Electrical conductivity	\$64.00
pH	\$26.00
Miller Box Resistivity	\$190.00
<b>JOB SITE, OFFICE, AND LABORATORY</b>	
Project Engineer	\$200.00
Staff Engineer/Geologist	\$160.00
Engineering Assistant	\$110.00
Clerical	\$125.00
Mileage	\$1.30

ENVIRONMENTAL AND ASBESTOS TESTING SERVICES

2026

PROFESSIONAL STAFF

Environmental Technician I/ Assistant Scientist	\$97.00
Field Scientist / Environmental Technician II	\$112.00
Field Geologist / Staff Scientist / Environmental Technician III	\$115.00
Field Industrial Hygienist	\$119.00
Field Engineer / Environmental Technician IV	\$125.00
Staff Industrial Hygienist / Staff Geologist / Senior Staff Scientist	\$127.00
Staff Engineer	\$140.00
Project Scientist / Project Manager / Senior Staff Geologist	\$147.00
Senior Staff Industrial Hygienist/ Senior Staff Engineer	\$160.00
Senior Scientist / Project Engineer / Project Geologist	\$185.00
Senior Engineer / Senior Geologist	\$195.00
Senior Project Manager / Project Industrial Hygienist	\$215.00
Program Manager / Senior Industrial Hygienist	\$220.00
Principal/ Office Manager	\$265.00

Professional labor time is charged for project related meetings, travel, telephone consultation, and services performed in the office and at the project site.  
Increase hourly rates by 1.5 for Saturday, Sunday, and holiday work; minimum 4 hours.

NOTE: Deposition and court testimony at 1.75 times regular rate – minimum of \$300.00 / hour

ADMINISTRATIVE

Administrative Staff II	\$90.00
Senior Administrative Staff	\$105.00
CAD Operator	\$105.00

EXPENSES, SUPPLIES, AND SUBCONTRACTED SERVICES

Transportation	\$1.30/mile
Per diem (food only)	\$68.00/day +15%
Per diem (lodging and food)	\$178.00/day Minimum +15%
Public transportation	Cost + 15%
Packaging and shipping test samples	Cost + 15%
Subcontracted services	Cost + 15%
Equipment rental	Cost + 15%
Remedial equipment	Cost + 15%
Materials, supplies, and reproduction	Cost + 15%
Analytical laboratory tests	Cost + 15%
Instrument use	Customary Rental Rate

EQUIPMENT RENTAL (personnel time not included)

Development, Sampling, and Test Equipment	
Drone (Phantom 4 DJI)	\$165.00
Bailer (disposable), Each	\$36.00
Hand auger soil sampling kit, Per Day	\$65.00
Hand pump (PVC), Per Day	\$41.00
4" electric pump, Per Day	\$135.00
Temperature, pH, conductivity meters, Per Day	\$65.00
Bladder pump 1.8" OD SS (with controller & compressor), Per Day	\$210.00
Sediment sampler, Per Day	\$36.00
Electric water level indicator, Per Day	\$46.00
Data acquisition station w/ transducer, Per Day	\$155.00
Global positioning device (GPS) , Per Day	\$25.00
Additional transducers, Per Day	\$82.50
Recorder, multi-channel portable sequential water sampler or flow meter/chart recorder, Per Day	\$72.50
Portable sequential water sampler with flow meter/chart recorder, Per Day	\$135.00
2" redi-flow pump, Per Day	\$120.00
Monitoring Equipment	
Toxic gas detector (single gas) , Per Day	\$52.00
Hydrocarbon/water interface probe, Per Day	\$82.50
Photoionization detector, Per Day	\$175.00
Ion selective meter, Per Day	\$72.50
Metal/cable detector, Per Day	\$62.00
Air velocity indicator (anemometer), Per Day	\$57.00
Air sampling pump, personal, Per Day	\$47.00
Air sample pump, detector tube, Per Day	\$36.00
Sound level meter (Quest Type 2) and calibrator, Per Day	\$110.00
Noise dosimeter, Per Day	\$67.00
Viable microorganism sampler/pump, Per Day	\$105.00
Carbon monoxide monitor (single gas), Per Day	\$57.00
Indoor air quality monitor (TSI), Per Day	\$105.00
Oxygen/combustible gas/H2S Monitor, Per Day	\$72.00
Carbon dioxide monitor (single gas), Per Day	\$62.00
Dissolved oxygen meter, Per Day	\$67.00
Turbidity meter, Per Day	\$68.00
Landfill gas monitor (CH4/CO2/O2, Infrared), Per Day	\$150.00
Mercury vapor analyzer, Per Day	\$180.00
Moisture meter (Protimeter), Per Day	\$30.00
Thermohygrometer, Per Day	\$10.00
Rescue/retrieval tripod and winch, Per Day	\$120.00
Manhole ventilator, Per Day	\$92.50
Interface Probe, Per Day	\$55.00
Lead/ Asbestos Equipment	
XRF (Lead in paint analyzer	\$450.00
High volume sample pump	\$52.00
Microscope (Phase Contrast)	\$42.00

# Page 136 Fixed Hourly Rates for 2026

Terracon Consultants, Inc., has a history of straightforward fees and billing. The per-hour pricing and unit pricing shown includes 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.

## MATERIAL TESTING SERVICES

Code		2026	
	<b>EARTHWORK (Underground Utility and Flood Control Levee Projects)</b>		
2039	Moisture-Density Relations (ASTM D698 or AASHTO T99)	\$225.00	
1633	Soil Test - Sample Preparation for Fat Clay Soils	\$80.00	
1225	Soil Technician (Per Hour – Portal to Portal)	\$118.00	
3030	Sieve Analysis thru #200 Sieve	\$165.00	
2002	Atterberg Limits - Plasticity Index (ASTM D4318)	\$128.00	
2003	Hydrometer Analysis (ASTM D422)	\$190.00	
3034	Lightweight Particles (NDDOT Method)	\$140.00	
3051	Crushed Particle Determination	\$108.00	
	<b>RIP RAP GRADATIONS</b>		
1225	Technician II (Per Hour – Portal to Portal)	\$118.00	
	<b>CONCRETE (Concrete Paving and Concrete Related Projects)</b>		
	Jobsite Tests of Plastic Concrete		
1235	Concrete Technician to perform slump, air content, density, temperature and casting compressive or flexural strength specimens	\$118.00	
3327	Curing, Testing & Reporting 6" x 12" Concrete Test Cylinders	\$34.00	
3324	Curing, Testing & Reporting 4" x 8" Concrete Test Cylinders	\$31.00	
3331	Curing, Testing & Reporting 6" x 6" x 22" Flexural Beams	\$65.00	
1286	Concrete Coring (Portal to Portal)		
	One Man and Equipment (Per Hour)	\$200.00	
1235	Technician to Aid (when necessary) (Per Hour)	\$118.00	
1692	Bit Wear, concrete or asphalt (Per Inch)	\$3.25	
1640	Concrete Tests - Measure Length (ASTM C174)	\$58.00	
3326	Compression (includes preparing ends)	\$78.00	
2004	Core Density	\$65.00	
	Traffic Safety/Control		Cost plus 15% (if not provided)
	<b>ASPHALT PAVING AND SEAL COAT PROJECTS</b>		
	Bituminous Extraction Only		
2502	a) Ignition Method	\$215.00	
	Bituminous Extraction-Gradation		
2501	a) Ignition Method	\$325.00	
2508	b) Chemical (Centrifuge) Method	\$375.00	
3030	Mechanical Analysis thru #200 Sieve (Belt Samples)	\$165.00	
2515	Density and Max Mix Gravity (Voids update)	\$390.00	
1235	Bituminous Coring (1 man and equipment) (Per Hour)	\$200.00	
1692	Bit Wear, concrete or asphalt (Per Inch)	\$3.25	
2505	Core Thickness and Density (ND/DOT Method)	\$62.00	
	<b>SEAL COAT TESTING</b>		
	Tests of Bituminous Materials		
2511	1. Kinematic Viscosity of Cut Back Asphalt (* Each)	\$270.00	
2533	2. Saybolt Furol Viscosity and Sieve Test (Each)	\$193.00	
	Emulsified Asphalt		
2534	3. Disposal Fee (Each)	\$42.00	
	4. Shipping Fee		Cost + 15%
	*Outside Service sent to Chicago Testing Laboratory.		
	Coverage calculations and chip spreader calibration		
1205	1. Technician III (McLeod chip seal design) (Per Hour)	\$142.00	
1230	2. Asphalt Tech (Chip Spreader Calibration) (Per Hour - Portal to Portal)	\$118.00	
3030	Mechanical Analysis thru #200 Sieve	\$165.00	
3051	Particle Shape (+4)	\$108.00	
3055	Flakiness Index	\$110.00	
	<b>MOBILIZATION</b>		
1620	Trip Charge (Local) (Per Trip)	\$30.00	
	<b>PERSONNEL RATES</b>		
1115	Project Engineer	\$200.00	
1126	Staff Engineer	\$160.00	

**Amendment (First) to Master Services Agreement**

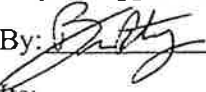
This Amendment (First) to Master Services Agreement ("Amendment"), by and between **Tinjum Appraisal Company** (hereinafter called "Consultant") and the City of Fargo, a North Dakota municipal corporation ("City"), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 ("MSA").

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant's rates for the year 2026, which Consultant has provided to the City. The Consultant's rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant's rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 12th day of November, 2025.

Tinjum Appraisal Company

By:  Brian E. Tinjum  
Its: President

Dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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## Nathan Boerboom

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**From:** Brian Tinjum, MAI / Tinjum Appraisal Co Inc <brtinjum@arvig.net>  
**Sent:** Monday, October 27, 2025 2:31 PM  
**To:** Nathan Boerboom  
**Subject:** RE: Request to Extend Master Service Agreement with City of Fargo

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

Nathan Boerboom,

Yes, we are interested in extending the Master Service Agreement (MSA). Our 2026 fixed hourly rates are:

Appraisals: \$145/hour  
Testimony: \$170/hour

Considering an annual 3% increase to the fixed hourly rates for 2027 and 2028 will be applied. Please contact me with any questions.

Sincerely,

Brian R. Tinjum, MAI  
Resident Appraiser: Certified General, State of Minnesota, License ID #4001324  
Certified General Appraiser, State of North Dakota, Permit No. CG-2908  
Tinjum Appraisal Company, Inc.  
211 West Holmes Street, Suite 306  
Detroit Lakes, MN 56501  
218-847-3885  
Email Address:

This email may contain information that is confidential or attorney-client privileged and may constitute inside information. The contents of this email are intended only for the recipient(s) listed above. If you are not the intended recipient, you are directed not to read, disclose, distribute or otherwise use this transmission. If you have received this email in error, please notify the sender immediately and delete the transmission. Delivery of this message is not intended to waive any applicable privileges.

**From:** Nathan Boerboom [mailto:NBoerboom@FargoND.gov]  
**Sent:** Friday, October 24, 2025 3:56 PM  
**To:** Brian Tinjum, MAI / Tinjum Appraisal Co Inc  
**Subject:** Request to Extend Master Service Agreement with City of Fargo

Brian,

In 2023, Tinjum Appraisal Company and the City of Fargo (Fargo) entered into a three-year Master Service Agreement (MSA) for Tinjum Appraisal Company to provide appraisal services to Fargo. The MSA is scheduled to expire at the end of 2025, unless both parties mutually agree to extend it. Fargo would like to request an extension of the MSA with Tinjum Appraisal Company for an additional three year period, through the end of 2028.

At the end of 2028, Fargo anticipates issuing a new Request for Qualifications for interested consultants to respond to and, if selected, enter into new MSAs.

Please respond to this email by **November 5, 2025** indicating whether Tinjum Appraisal Company is willing to extend the current MSA with Fargo. If so, please also provide your 2026 fixed hourly rates, which will be incorporated into the MSA amendment (a typical amendment is attached for reference). Please note that the amendment will include an annual 3% increase to the fixed hourly rates for 2027 and 2028.

All proposed consultant MSA amendments are scheduled to be presented to the Public Works Project Evaluation Committee on November 17, 2025 and to the City Commission on November 24, 2025 for consideration.

Thank you in advance for your time and consideration of this request.

**Nathan Boerboom** *PE, CFM*  
**Assistant City Engineer**  
**THE CITY OF FARGO | ENGINEERING**  
**Office:** 701.476.6743  
[NBoerboom@FargoND.gov](mailto:NBoerboom@FargoND.gov)  
**Follow Team Fargo on [Social Media](#)**  
*At The City of Fargo, We Work for You.*



**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement (“Amendment”), by and between **Ulteig** (hereinafter called “Consultant”) and the City of Fargo, a North Dakota municipal corporation (“City”), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 (“MSA”).

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant’s rates for the year 2026, which Consultant has provided to the City. The Consultant’s rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant’s rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 10th day of November, 2025.

Ulteig

By:  \_\_\_\_\_

Its: Associate Director - Civil

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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**2026 Hourly Rate Schedule  
for Civil Municipal  
Effective January 1, 2026**

<b>Engineer</b>		<b>2026</b>
Engineering Intern		\$105.00
Graduate Engineer		\$145.00
Design Engineer		\$155.00
Engineer		\$180.00
Lead Engineer		\$205.00
Senior Engineer		\$235.00
Principal Engineer		\$240.00
<b>Drafter &amp; Technician</b>		
CADD Technician Intern		\$100.00
CADD Technician I		\$120.00
CADD Technician II		\$130.00
CADD Lead		\$135.00
Senior CADD Lead		\$145.00
Engineering Technician		\$135.00
Designer		\$155.00
Lead Designer		\$165.00
Senior Designer		\$180.00
<b>Project Management</b>		
Project Coordinator		\$135.00
Senior Project Coordinator		\$150.00
Project Analyst		\$140.00
Senior Project Analyst		\$160.00
Project Controls Specialist		\$175.00
Senior Project Controls Specialist		\$220.00
Associate Project Manager		\$175.00
Project Manager		\$205.00
Senior Project Manager		\$240.00
Program Manager		\$235.00
Senior Program Manager		\$250.00
<b>Survey</b>		<b>2026</b>
Survey Technician Intern		\$100.00
Survey Technician		\$125.00
Lead Survey Technician		\$135.00
Senior Survey Technician		\$150.00
Survey Crew Chief		\$150.00
Land Surveyor-in-Training		\$160.00
Land Surveyor		\$180.00
Lead Land Surveyor		\$200.00
Senior Land Surveyor		\$230.00
Principal Land Surveyor		\$240.00
SUE Field Technician		\$100.00
<b>Construction Management</b>		
Construction Inspector I		\$140.00
Construction Inspector II		\$150.00
Construction Inspector III		\$165.00
Construction Manager		\$180.00
Senior Construction Manager		\$225.00
<b>Planning &amp; Environmental</b>		
Environmental Intern		\$100.00
Environmental Technician		\$115.00
Environmental Specialist		\$140.00
Lead Environmental Specialist		\$180.00
Senior Environmental Specialist		\$225.00
Principal Environmental Specialist		\$240.00
Data Scientist		\$140.00
Lead Data Scientist		\$195.00
Senior Data Scientist		\$215.00
Planner		\$150.00
Lead Planner		\$170.00
Senior Planner		\$225.00
Cultural Resource Intern		\$90.00
Cultural Resource Technician		\$105.00
Cultural Resource Specialist		\$130.00
Lead Cultural Resource Specialist		\$155.00
Senior Cultural Resource Specialist		\$205.00
Principal Cultural Resource Specialist		\$230.00
<b>GIS</b>		
GIS Technician		\$130.00
GIS Analyst		\$160.00
Lead GIS Analyst		\$180.00
Senior GIS Analyst		\$190.00
<b>Right-of-Way</b>		
Right-of-Way Document Specialist		\$110.00
Right-of-Way Specialist I		\$125.00
Right-of-Way Specialist II		\$140.00
Lead Right-of-Way Specialist		\$160.00
Senior Right-of-Way Specialist		\$180.00
Right-of-Way Supervisor		\$175.00
Right-of-Way Manager		\$230.00
<b>Other Classifications</b>		
Clerical		\$65.00
Staff Support		\$90.00
Principal		\$270.00

<b>Reimbursable Expenses</b>	<b>2026</b>
Subcontractors/Subconsultants	Cost
Survey Vehicle	\$0.75/mile
Car/Pickup	IRS Rate/mile
Utility Vehicle	\$215.00/day
Drone, Scanning, Remote Sensing	\$84.00/hour
Meals (Per Diem)	Per Diem *
Travel and Other Misc. Out-of-Pocket	Cost
GPS Rover (1 unit & controller)	\$29.00/hour
GPS Rover (2 units & controller)	\$51.00/hour
Robotic Total Station	\$41.00/hour
<b>Staking:</b>	
Hubs	\$1.00/each
Lath	\$1.50/each
Posts	\$5.25/each
Rebar	\$1.60/each
Rebar with Caps	\$2.10/each
Section Corner Monuments	\$6.30/each

\*Per diem charges will be based on the prevailing rate in effect at the time the travel occurs

**Amendment (First) to Master Services Agreement**

This Amendment (First) to Master Services Agreement ("Amendment"), by and between **WSB LLC** (hereinafter called "Consultant") and the City of Fargo, a North Dakota municipal corporation ("City"), amends the MS-23-A0 Master Services Agreement dated January 11, 2023 ("MSA").

For good and valuable consideration, hereby acknowledged, Consultant and City agree as follows:

1. The initial term of the MSA is effective for Task Orders issued within three (3) years from the effective date of the MSA.
2. Consultant and City hereby agree to extend the MSA until December 31, 2028.
3. The agreed upon rates for services rendered pursuant to the MSA shall be adjusted to the Consultant's rates for the year 2026, which Consultant has provided to the City. The Consultant's rate increases for the year 2027 shall be capped at a three percent (3%) increase from the 2026 rates. The Consultant's rate increases for the year 2028 shall be capped at a three percent (3%) increase from the 2027 rates.
4. All other terms and conditions as stated in the MSA and all attachments thereto shall remain in full force and effect.

Dated this 13th day of November, 2025.

**WSB LLC**

By: 

Its: VP - Transportation

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

City of Fargo, a North Dakota municipal  
corporation

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Dr. Timothy J. Mahoney, MD, Mayor

Attest:

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## 2026 Rate Schedule



	Billing Rate/Hour
ASSOCIATE   SR. ASSOCIATE   PRINCIPAL   SR. PRINCIPAL	\$202 - \$291
SR. PROJECT ENGINEER   SR. PROJECT MANAGER	\$202 - \$263
PROJECT MANAGER	\$178 - \$199
GRADUATE ENGINEER   PROJECT ENGINEER	\$120 - \$198
PROJECT MANAGER ASSISTANT	\$98 - \$161
ENGINEERING TECHNICIAN   ENGINEERING SPECIALIST	\$79 - \$197
LANDSCAPE ARCHITECT   SR. LANDSCAPE ARCHITECT	\$89 - \$189
ENVIRONMENTAL SCIENTIST   SR. ENVIRONMENTAL SCIENTIST	\$80 - \$187
PLANNER   SR. PLANNER	\$92 - \$195
GIS SPECIALIST   SR. GIS SPECIALIST	\$89 - \$195
CONSTRUCTION OBSERVER	\$121 - \$158
SURVEY	
Survey Office Technician	\$141 - \$176
Drone Pilot	\$204
One-Person Crew	\$204
Two-Person Crew	\$275
OFFICE TECHNICIAN	\$70 - \$152

Costs associated with word processing, cell phones, reproduction of common correspondence, and mailing are included in the above hourly rates. Vehicle mileage is included in our billing rates [excluding geotechnical and construction materials testing (CMT) service rates]. Mileage can be charged separately, if specifically outlined by contract. | Reimbursable expenses include costs associated with plan, specification, and report reproduction; permit fees; delivery costs; etc. | Multiple rates illustrate the varying levels of experience within each category. | Rate Schedule is adjusted annually.

## REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(16)

Improvement District No. BR-25-F1

Type: Negative Final Balancing Change Order #2

Location: NP Ave N, 8<sup>th</sup> St - Broadway

Date of Hearing: 11/17/2025

RoutingDate

City Commission

11/24/2025

PWPEC File

X

Project File

Rick Larson

The Committee reviewed a communication from Senior Project Manager, Rick Larson, regarding Negative Final Balancing Change Order #2 in the amount of -\$12,671.52, which reconciles the final quantities as measured in the field.

Staff is seeking approval of Negative Final Balancing Change Order #2 in the amount of -\$12,671.52, which brings the total contract amount to \$2,003,939.92.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Northern Improvement.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of -\$12,671.52, bringing the total contract amount to \$2,003,939.92 to Northern Improvement.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: State Funds & Special Assessments

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

Yes	No
N/A	
N/A	
N/A	

COMMITTEE

Tim Mahoney, Mayor  
 Nicole Crutchfield, Director of Planning  
 Gary Lorenz, Fire Chief  
 Brenda Derrig, Assistant City Administrator  
 Ben Dow, Director of Operations  
 Vacant, City Auditor  
 Tom Knakmuhs, City Engineer  
 Susan Thompson, Finance Director

Present	Yes	No	Unanimous
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Angie Bear
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

C: Kristi Olson

T. Knakmuhs  
 Tom Knakmuhs, P.E.  
 City Engineer

## Memorandum

**To:** Members of PWPEC  
**From:** Rick Larson, Senior Project Manager  
**Date:** November 4, 2025  
**Re:** Improvement District No. BR-25-F1 – Negative Final Balancing Change Order #2

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### **Background:**

Improvement District No. BR-25-F1 is for the reconstruction of NP Avenue North from 170' E of 8<sup>th</sup> Street North to Broadway. This project is for the replacement of the water main and services, sanitary sewer main and services, storm sewer main and inlet leads, concrete curb & gutter, sidewalk, driveways and street scape.

Northern Improvement is the Prime Contractor for this project.

### **Negative Final Balancing Change Order #2**

Attached is Negative Final Balancing Change Order #2 in the amount of -\$12,671.52. The Contractor met the requirements of the contract and it has been accepted by the City. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$ 1,995,413.50
Change Order #1	\$ 21,197.94
FBCO #2	\$ -12,671.52
<b>Total Contract:</b>	<b>\$ 2,003,939.92</b>

### **Recommended Motion:**

Approve Negative Final Balancing Change Order #2 in the amount of -\$12,671.52 for Improvement District No. BR-25-F1.

RJL/klb  
Attachment



**CHANGE ORDER REPORT**  
**PAVING AND UTILITY REHAB/RECONSTRUCTION**  
**IMPROVEMENT DISTRICT NO. BR-25-F1**  
**NP AVE N FROM 170' EAST OF 8TH ST N TO BROADWAY**

Final Balancing  
Change Order

**Change Order No** 2      **Change Order Date** 10/30/2025  
**Contractor** Northern Improvement Co

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

**EXPLANATION OF CHANGE**      Change Order # 2

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	3	Remove Pipe All Sizes All Types	LF	385		385	-4	381	\$11.00	-\$44.00
	9	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	173		173	-24.8	148.2	\$275.00	-\$6,820.00
	10	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	30		30	-13.3	16.7	\$302.50	-\$4,023.25
	11	F&I Pipe w/GB SDR 26 - 10" Dia PVC	LF	371		371	1	372	\$283.80	\$283.80
	12	F&I Pipe w/GB SDR 26 - 15" Dia PVC	LF	14		14	-5	9	\$396.00	-\$1,980.00
<b>Sanitary Sewer Sub Total</b>										<b>-\$12,583.45</b>
Water Main	19	Rem & Repl CS & Box 1" Dia	EA	2		2	-2	0	\$2,200.00	-\$4,400.00

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 (\$)
	20	Rem & Repl CS & Box 1.5" Dia	EA	3			3	2	\$2,310.00	-\$2,310.00
	21	Connect Water Service	EA	5			5	2	\$2,460.00	-\$7,380.00
	26	F&I Fittings C153 Ductile Iron	LB	1226			1226	29	\$19.80	\$574.20
	27	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	8			8	0.3	\$374.00	\$112.20
	28	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	130			130	9	\$184.80	\$1,663.20
	29	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	50			50	2.5	\$233.20	\$583.00
	30	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	349			349	12	\$198.00	\$2,376.00
	31	F&I Pipe w/GB 1" Dia Water Service	LF	32			32	-32	\$143.00	-\$4,576.00
	32	F&I Pipe w/GB 1.5" Dia Water Service	LF	54			54	-9.6	\$148.50	-\$1,425.60
									<b>Water Main Sub Total</b>	<b>-\$14,783.00</b>
Storm Sewer	33	Remove Manhole	EA	3			3	1	\$676.50	\$676.50
	34	Remove Inlet	EA	5			5	-2	\$456.50	-\$913.00
	35	Remove Pipe All Sizes All Types	LF	503			503	-14	\$25.30	-\$354.20

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	39	F&I Pipe w/GB 12" Dia	LF	76	76		1	77	\$126.50	\$126.50
	40	F&I Pipe w/GB 15" Dia	LF	49	49		-3	46	\$275.00	-\$825.00
								<b>Storm Sewer Sub Total</b>		<b>-\$1,289.20</b>
	45	Temp Fence - Safety	LF	460	460		77	537	\$40.00	\$3,080.00
		Remove Pavement All Thicknesses All Types	SY	2551	2551		45.7	2596.7	\$25.00	\$1,142.50
	49	Remove Curb & Gutter	LF	925	925		4.5	929.5	\$15.00	\$67.50
		Remove Sidewalk All Thicknesses All Types	SY	652	652		9.8	661.8	\$20.00	\$196.00
		Remove Driveway All Thicknesses All Types	SY	132	132		-0.7	131.3	\$20.00	-\$14.00
	52	Salvage & Reuse Casting	EA	3	3		-1	2	\$975.00	-\$975.00
	53	Rem & Repl Casting - Floating Manhole	EA	1	1		1	2	\$2,900.00	\$2,900.00
	57	F&I Casting Water Service	EA	5	5		-4	1	\$275.00	-\$1,100.00
	58	Subgrade Preparation	SY	2013.9999999999998	2013.9999999999998		49.7	2063.7	\$20.00	\$994.00

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 (\$)
	59	F&I Woven Geotextile	SY	2013.9999999999998		2013.9999999999998	49.7	2063.7	\$22.25	\$111.83
	60	F&I Class 5 Agg - 12" Thick	SY	2013.9999999999998		2013.9999999999998	49.7	2063.7	\$25.00	\$1,242.50
	61	F&I Edge Drain 4" Dia PVC	LF	900		900	12	912	\$18.50	\$222.00
	62	F&I Curb & Gutter Standard (Type II)	LF	928		928	5.3	933.3	\$49.50	\$262.35
	63	F&I Median Nose Conc	SY	19		19	2.2	21.2	\$211.00	\$464.20
	64	F&I Pavement 9" Thick Doweled Conc	SY	1642		1642	45	1687	\$200.00	\$9,000.00
	65	F&I Sidewalk 4" Thick Reinf Conc	SY	801		801	-9.8	791.2	\$130.00	-\$1,274.00
	66	F&I Sidewalk 6" Thick Reinf Conc	SY	10		10	2.2	12.2	\$141.00	\$310.20
	68	F&I Driveway 7" Thick Reinf Conc	SY	344		344	6.2	350.2	\$128.00	\$793.60
	69	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	12		12	2.77	14.77	\$435.00	\$1,204.95
									<b>Paving Sub Total</b>	<b>\$18,628.63</b>
Street Amenities	70	Topsoil - Import Special	CY	105		105	-25	80	\$125.00	-\$3,125.00
	71	F&I Edge Drain 4" Dia PVC	LF	278		278	4	282	\$25.75	\$103.00



Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Street Lights	72	F&I Shared Use Path 4" Thick Reinf Conc	SY	312	312		-6.1	305.9	\$132.00	-\$805.20
	73	F&I Impressioned 4" Thick Reinf Conc	SY	231	231		2.6	233.6	\$204.00	\$530.40
	74	F&I Decorative 4" Thick Reinf Conc	SY	258	258		-8.2	249.8	\$162.00	-\$1,328.40
	76	F&I Plant - Perennial Type 1	EA	219	219		-56	163	\$48.40	-\$2,710.40
							Street Amenities Sub Total			-\$7,335.60
Street Lights	78	Remove Base	EA	3	3		2	5	\$1,980.00	\$3,960.00
	80	F&I Innerduct 1.5" Dia	LF	896	896		-13	883	\$25.30	-\$328.90
	81	F&I Conductor #6 USE Cu	LF	2496	2496		12	2508	\$3.30	\$39.60
Pavement Marking							Street Lights Sub Total			\$3,670.70
	85	Obliterate Pavement Markings	SF	230	230		-64	166	\$8.80	-\$563.20
	86	Paint Epoxy Message	SF	26.5	26.5		26.5	53	\$60.50	\$1,603.25
	87	F&I Grooved Plastic Film 4" Wide	LF	1112	1112		60	1172	\$11.00	\$660.00
	88	F&I Grooved Contrast Film 7" Wide	LF	1125	1125		281	1406	\$17.60	\$4,945.60

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 (\$)
		F&I Grooved Thermoplastic								
	89	Pavement Marking Message	SF	79.5		79.5	-23.5	56	\$60.50	-\$1,421.75
	92	F&I Methacrylate	SF	730		730	-50	680	\$42.90	-\$2,145.00
									<b>Pavement Marking Sub Total</b>	<b>\$3,078.90</b>
Signing	93	F&I Sign Assembly	EA	4		4	1	5	\$135.00	\$135.00
	94	F&I Sign Assembly & Anchor	EA	11		11	-4	7	\$250.00	-\$1,000.00
	96	F&I High Intensity Prismatic	SF	51		51	-4.5	46.5	\$11.00	-\$49.50
									<b>Signing Sub Total</b>	<b>-\$914.50</b>
Traffic Signals	98	F&I Conduit 2" Dia	LF	470		470	-40	430	\$28.60	-\$1,144.00
									<b>Traffic Signals Sub Total</b>	<b>-\$1,144.00</b>

Summary

Source Of Funding	Special Assessments, State of ND Flex Fund
Net Amount Change Order # 2 (\$)	-\$12,671.52
Previous Change Orders (\$)	\$21,197.94
Original Contract Amount (\$)	\$1,995,413.50
Total Contract Amount (\$)	\$2,003,939.92

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

APPROVED	APPROVED DATE
For Contractor	Department Head
Title	Mayor
	Attest
	
NORTHERN IMPROVEMENT COMPANY	
PHIL DUGINSKI	
VICE PRESIDENT	
10-30-2025	

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

(17)

Improvement District No. PR-24-A1

Type: Change Order #3

Location: 45<sup>th</sup> St, I-94 – 32<sup>nd</sup> Ave S & 32<sup>nd</sup> Ave S,  
42<sup>nd</sup> St – 45<sup>th</sup> St

Date of Hearing: 11/17/2025

RoutingCity Commission  
PWPEC File  
Project FileDate

11/24/2025

X

Jeremy Engquist

The Committee reviewed a communication from Project Manager, Jeremy Engquist, regarding Change Order #3 in the amount of \$2,783.75 for additional work.

Staff is seeking approval of Change Order #3 in the amount of \$2,783.75, which increases the total contract amount to \$10,739,325.16.

On a motion by Susan Thompson, seconded by Ben Dow, the Committee voted to recommend approval of Change Order #3 to Reede Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$2,783.75, bringing the total contract amount to \$10,739,325.16 to Reede Construction.

PROJECT FINANCING INFORMATION:Recommended source of funding for project: Prairie Dog Funds & Special Assessments

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

Yes No

N/A

N/A

N/A

COMMITTEE

Present	Yes	No	Unanimous
			<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Angie Bear
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Tim Mahoney, Mayor

Nicole Crutchfield, Director of Planning

Gary Lorenz, Fire Chief

Brenda Derrig, Assistant City Administrator

Ben Dow, Director of Operations


Vacant, City Auditor

Tom Knakmuhs, City Engineer

Susan Thompson, Finance Director

ATTEST:

C: Kristi Olson

  
Tom Knakmuhs, P.E.  
City Engineer

# Memorandum

**To:** Members of PWPEC  
**From:** Jeremy Engquist, Project Manager  
**Date:** November 13, 2025  
**Re:** Improvement District No. PR-24-A1 – Change Order #3

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## **Background:**

This project involves concrete pavement repairs and incidental work on 45<sup>th</sup> Street South from I-94 to 32<sup>nd</sup> Avenue South and on 32<sup>nd</sup> Avenue South from 42<sup>nd</sup> Street South to 45<sup>th</sup> Street South. The scope also includes lane widening and intersection improvements along 32<sup>nd</sup> Avenue South from 42<sup>nd</sup> Street South to 45<sup>th</sup> Street South.

Reede Construction is the Prime Contractor for this project.

## **Change Order #3 – Private Irrigation Repairs (45<sup>th</sup> Street South Portion):**

The 45<sup>th</sup> Street South portion of the project consisted of concrete pavement and sidewalk repairs, with irrigation repairs limited to isolated areas, involving minor fixes to irrigation heads and damaged lines. The Contractor completed the irrigation repairs.

The total cost for these irrigation repairs was \$2,783.75.

## **Recommended Motion:**

Approve Change Order #3 in the amount of \$2,783.75 for Improvement District No. PR-24-A1 to reimburse Reede Construction for irrigation expenses along 45<sup>th</sup> Street South.

JJE/klb  
Attachments



CHANGE ORDER REPORT  
CONCRETE PAVING REHAB/LANE WIDENING  
IMPROVEMENT DISTRICT NO. PR-24-A1  
ON 45TH STREET SOUTH FROM I-94 TO 32ND AVENUE SOUTH. ON 32ND AVENUE  
SOUTH FROM 42ND STREET SOUTH TO 45TH STREET SOUTH.

Change Order No 3 Change Order Date 9/4/2025  
Contractor Reede Construction, Inc.

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

EXPLANATION OF CHANGE Change Order # 3  
Private Irrigation Repairs - 45th St S Portion

The 45th Street South portion of the project consisted of concrete pavement and sidewalk repairs, with irrigation repairs limited to isolated areas, involving minor fixes to irrigation heads and damaged lines. The Contractor completed the irrigation repairs.

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 (\$)
Change Order 3	99	Irrigation Repair	EA	0	1	0	1	1	\$2,783.75	\$2,783.75
Change Order 3 Sub Total										\$2,783.75

Summary.

**Source Of Funding**

**Net Amount Change Order # 3 (\$)**

**Previous Change Orders (\$)**

**Original Contract Amount (\$)**

**Total Contract Amount (\$)**

State Funds (Prairie Dog) and Special Assessments

\$2,783.75

\$40,283.84

\$10,696,257.57

\$10,739,325.16

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

APPROVED

For Contractor

Title

  
VP of Estimating

APPROVED DATE

Department Head

Mayor

Attest

  
T-Cell



**Engineering Department**

225 4<sup>th</sup> Street North

Fargo, ND 58102

Phone: 701.241.1545 | Fax: 701.241.8101

Email: [feng@FargoND.gov](mailto:feng@FargoND.gov)

[www.FargoND.gov](http://www.FargoND.gov)

November 20, 2025

Honorable Board of City  
Commissioners  
City of Fargo  
Fargo, ND

Re: Improvement District No. BR-26-E1

Dear Commissioners:

Bids were opened at 9:00 am on Thursday, November 20, 2025, for Paving and Utility Rehab/Reconstruction, Improvement District No. BR-26-E1, located as follows: 3rd Street North from 7th Avenue to 9th Avenue and on 8th Avenue North from 4th Street to east of 3rd Street.

The bids were as follows:

Border States Paving Inc	\$1,918,999.07
Dakota Underground Co Inc	\$1,949,532.82
KPH, Inc.	\$1,960,448.50
Engineers Estimate	\$1,980,000.00

Private financial security is not needed.

No protests have been received.

This office recommends award of the contract to Border States Paving Inc. in the amount of \$1,918,999.07 as the lowest and best bid.

Sincerely,

Jason Leonard, P.E.  
Division Engineer



**Engineer's Statement Of Cost**  
**Improvement District # BR-26-E1**  
**Paving And Utility Rehab/Reconstruction**

On 3rd Street North from 7th Avenue to 9th Avenue and on 8th Avenue North from 4th Street to east of 3rd Street.

WHEREAS, bids have been opened and filed for the above described Improvement District for City of Fargo, North Dakota; and WHEREAS, an estimate of the cost of work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Jason Leonard, do hereby certify as follows:

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

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

Paving and Utility Rehab/Reconstruction Improvement District # BR-26-E1 of the City of Fargo, North Dakota.

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
<b>Sanitary Sewer</b>					
1	Remove Pipe All Sizes All Types	LF	540.00	27.30	14,742.00
2	Remove Manhole	EA	4.00	1,710.00	6,840.00
3	Bore Pipe SDR 26 - 6" Dia PVC	LF	50.00	137.00	6,850.00
4	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	805.00	145.00	116,725.00
5	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	274.00	225.00	61,650.00
6	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	10.00	230.00	2,300.00
7	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	525.00	250.00	131,250.00
8	F&I Manhole 4' Dia Reinf Conc	EA	4.00	8,000.00	32,000.00
9	Connect Sewer Service	EA	38.00	1,500.00	57,000.00
10	Connect Pipe to Exist Pipe	EA	2.00	2,050.00	4,100.00
11	F&I Controlled Density Fill	CY	2.50	1,040.00	2,600.00
12	Clean Pipe All Sizes All Types	LF	428.00	3.15	1,348.20
<b>Sanitary Sewer Total</b>					<b>437,405.20</b>
<b>Water Main</b>					
13	Remove Pipe All Sizes All Types	LF	35.00	17.10	598.50
14	F&I Hydrant	EA	2.00	7,780.00	15,560.00
15	F&I Hydrant Ext. 6" High	EA	1.00	1,320.00	1,320.00
16	F&I Fittings C153 Ductile Iron	LB	898.00	12.30	11,045.40
17	Connect Pipe to Exist Pipe	EA	2.00	2,240.00	4,480.00
18	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	65.00	129.00	8,385.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
19	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	43.00	133.00	5,719.00
20	F&I Pipe w/GB C900 DR 18 - 8" Dia PVC	LF	355.00	160.00	56,800.00
21	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	920.00	190.00	174,800.00
22	F&I Gate Valve 4" Dia	EA	2.00	2,280.00	4,560.00
23	F&I Gate Valve 6" Dia	EA	3.00	2,580.00	7,740.00
24	F&I Gate Valve 8" Dia	EA	1.00	3,350.00	3,350.00
25	F&I Gate Valve 10" Dia	EA	4.00	4,090.00	16,360.00
26	Furnish Temp Water Svc	EA	34.00	1,470.00	49,980.00
27	Connect Water Service	EA	34.00	1,400.00	47,600.00
28	Bore Pipe 1" Dia Water Service	LF	40.00	115.00	4,600.00
29	F&I Pipe w/GB 1" Dia Water Service	LF	1,042.00	105.00	109,410.00
30	Rem & Repl CS & Box 1" Dia	EA	30.00	846.00	25,380.00
31	F&I Pipe w/GB 2" Dia Water Service	LF	85.00	106.00	9,010.00
32	Rem & Repl CS & Box 2" Dia	EA	3.00	1,330.00	3,990.00
33	F&I Casting Water Service	EA	3.00	126.00	378.00
34	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	100.00	0.01	1.00
Water Main Total					<b>561,066.90</b>
<b>Storm Sewer</b>					
35	Remove Pipe All Sizes All Types	LF	220.00	27.30	6,006.00
36	Remove Manhole	EA	1.00	1,370.00	1,370.00
37	Remove Inlet	EA	5.00	683.00	3,415.00
38	Connect Pipe to Exist Pipe	EA	3.00	2,120.00	6,360.00
39	Connect Pipe to Exist Structure	EA	4.00	2,670.00	10,680.00
40	F&I Inlet - Single Box (SBI) Reinf Conc	EA	6.00	4,620.00	27,720.00
41	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1.00	5,750.00	5,750.00
42	F&I Manhole 5' Dia Reinf Conc	EA	1.00	7,780.00	7,780.00
43	F&I Pipe w/GB 15" Dia	LF	200.00	127.00	25,400.00
44	F&I Pipe w/GB 15" Dia Reinf Conc	LF	20.00	163.00	3,260.00
45	Repair Manhole Floor & Invert	EA	1.00	2,920.00	2,920.00
Storm Sewer Total					<b>100,661.00</b>
<b>Paving</b>					
46	Remove Pavement All Thicknesses All Types	SY	4,375.00	18.40	80,500.00
47	Remove Curb & Gutter	LF	3,010.00	4.85	14,598.50
48	Remove Sidewalk All Thicknesses All Types	SY	1,550.00	9.75	15,112.50
49	Remove Driveway All Thicknesses All Types	SY	610.00	13.60	8,296.00

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
50	Subgrade Preparation	SY	5,520.00	3.00	16,560.00
51	F&I Woven Geotextile	SY	5,520.00	2.30	12,696.00
52	F&I Class 5 Agg - 8" Thick	SY	5,520.00	14.00	77,280.00
53	F&I Edge Drain 4" Dia PVC	LF	3,010.00	8.20	24,682.00
54	F&I Curb & Gutter Standard (Type II)	LF	3,010.00	30.20	90,902.00
55	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	2,100.00	89.00	186,900.00
56	F&I Sidewalk 4" Thick Reinf Conc	SY	1,500.00	74.60	111,900.00
57	F&I Sidewalk 6" Thick Reinf Conc	SY	35.00	80.50	2,817.50
58	F&I Driveway 6" Thick Reinf Conc	SY	815.00	86.60	70,579.00
59	F&I Det Warn Panels Cast Iron	SF	80.00	57.80	4,624.00
60	F&I Flat MH Cover 8" Thick Reinf Conc	EA	1.00	1,580.00	1,580.00
61	Rem & Repl Casting - Inlet	EA	1.00	1,100.00	1,100.00
62	Rem & Repl Casting - Std Manhole	EA	2.00	1,330.00	2,660.00
63	Casting to Grade - no Conc	EA	4.00	939.00	3,756.00
64	Casting to Grade - w/Conc	EA	9.00	1,360.00	12,240.00
65	Casting to Grade - Blvd	EA	2.00	323.00	646.00
66	GV Box to Grade - Blvd	EA	2.00	444.00	888.00
67	GV Box to Grade - no Conc	EA	7.00	922.00	6,454.00
68	Boulevard Grading	SY	4,550.00	5.75	26,162.50
69	Seeding Type C	SY	4,550.00	2.65	12,057.50
70	Mulching Type 1 Hydro	SY	4,550.00	1.05	4,777.50
71	Weed Control Type B	SY	4,550.00	0.05	227.50
72	Stormwater Management	LS	1.00	5,570.00	5,570.00
73	Temp Construction Entrance	EA	3.00	559.00	1,677.00
74	Inlet Protection - Existing Inlet	EA	22.00	210.00	4,620.00
75	Inlet Protection - New Inlet	EA	8.00	221.00	1,768.00
76	Traffic Control - Type 1	LS	1.00	5,150.00	5,150.00
77	Construction Signing	SF	36.00	23.10	831.60
78	Irrigation Repair	EA	8.00	962.00	7,696.00
Paving Total					<b>817,309.10</b>

**Signing**

79	F&I Sign Assembly	EA	8.00	78.80	630.40
80	F&I Sign Assembly & Anchor	EA	14.00	84.10	1,177.40
81	F&I Diamond Grade Cubed	SF	32.40	14.70	476.28
82	F&I High Intensity Prismatic	SF	43.30	6.30	272.79

Line	Description	Unit	Quantity	Unit Price (\$)	Amount (\$)
Signing Total					2,556.87
<b>Total Construction in \$</b>					<b>1,918,999.07</b>

Engineering	10.00%	191,899.91
Admin	4.00%	76,759.97
Legal	3.00%	57,569.98
Interest	4.00%	76,759.97
Contingency	5.00%	95,949.96
<b>Total Estimated Costs</b>		<b>2,417,938.86</b>
State Funds - Other ND		1,846,479.93
Special Assessments		571,458.93
<b>Unfunded Costs</b>		<b>0.00</b>

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



A handwritten signature in black ink that reads "Jason T. Leonard".

Jason Leonard, P.E.  
Division Engineer

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-26-E  
PAVING AND UTILITY REHAB/RECONSTRUCTION  
Determining Insufficiency of Protests**

**BE IT RESOLVED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF FARGO:**

**WHEREAS**, The Board of City Commissioners of the City of Fargo, North Dakota (the "Board"), has created by resolution Improvement District No. BR-26-E (the "Improvement District") in the City of Fargo, North Dakota (the "City"), as required by North Dakota Century Code, Chapter 40-22 (the "Act"); and

**WHEREAS**, the Plans and Specifications and the Engineer's Report prepared by the City Engineer, have been considered, as required by the Act; and

**WHEREAS**, the City has caused the resolution of necessity for the project relating to the Improvement District (the "Resolution") to be published once each week for two consecutive weeks in the official newspaper of the City, as required by the Act; and

**WHEREAS**, the Act provides that, if within thirty days after the first publication of the Resolution the owners of any property within the Improvement District file written protests describing the property which is the subject of the protest with the city auditor protesting against the adoption of said Resolution, the Board, at its next meeting after the expiration of the time for filing such protests, shall hear and determine the sufficiency thereof; and

**WHEREAS**, thirty days have passed since the date of the first publication of the Resolution and the time for filing protests has expired;

**NOW THEREFORE BE IT RESOLVED**, that the Board hereby finds that the written protests received are insufficient to bar any of the proceedings relating to the project in the Improvement District.

**C E R T I F I C A T E**

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

I, Steven Sprague, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on the 24<sup>th</sup> day of November, 2025.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 24<sup>th</sup> day of November, 2025.

\_\_\_\_\_  
Angie Bear  
Deputy City Auditor

(SEAL)



**FINANCE OFFICE**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: (701) 241-1333  
[www.FargoND.gov](http://www.FargoND.gov)

**TO:** Board of Commissioners

**FROM:** Susan Thompson, Director of Finance

**RE:** FAHR Staff meeting – Items for Commission Review/Approval

**DATE:** 11/24/2025

---

**Receive & File:** General Fund Budget to Actual – Through October 31, 2025

**Action Needed:** Various Financial Approvals  
*FAHR endorsed the respective departments' requests for City Commissions approval. Reports of Action, along with supporting schedules, are included.*

**Award & Budget Adjustments**

FCPH – WIC Grant award

Facilities – Newman Outdoor Field – Fire Alarm System

Facilities – Energy Efficiency and Conservation Block Grant

**Other Financial Considerations**

Central Garage – Authorization to sell City assets

Public Works – Building Lease

City of Fargo, North Dakota  
**General Fund - Budget to Actual**  
 Unaudited Monthly Financial Statements - October 31, 2025  
 Amounts shown in thousands

	YTD Budget	YTD Actual	YTD Variance
<b>REVENUES:</b>			
<b>1</b> Taxes	\$ 48,915	\$ 48,454	\$ (461)
<b>2</b> Licenses & Permits	6,117	4,762	(1,356)
<b>3</b> Intergovernmental Revenue	22,583	19,985	(2,598)
<b>4</b> Charges for Services	14,057	15,823	1,766
<b>5</b> Fines & Traffic Tickets	1,370	1,499	129
<b>6</b> Interest	6,250	7,157	907
<b>7</b> Miscellaneous Revenue	560	750	190
<b>8</b> Transfers In	15,840	15,887	47
<b>Total Revenues</b>	<b>\$ 115,692</b>	<b>\$ 114,317</b>	<b>\$ (1,376)</b>
<b>EXPENDITURES:</b>			
<b>9</b> General Government	\$ 24,946	\$ 23,956	\$ 991
<b>10</b> Public Safety	47,483	46,274	1,208
<b>11</b> Public Works	13,058	12,512	547
<b>12</b> Health & Welfare	12,950	12,525	425
<b>13</b> Culture & Recreation	4,820	4,644	176
<b>14</b> Economic Development	204	491	(288)
<b>15</b> General Support	1,304	1,727	(424)
<b>16</b> Capital Outlay	119	115	4
<b>17</b> Operating Transfers	8,365	7,891	474
<b>18</b> Contingency (Salary Savings)	(625)	15	(640)
<b>Total Expenditures</b>	<b>\$ 112,624</b>	<b>\$ 110,150</b>	<b>\$ 2,474</b>
<b>Revenue Over (Under) Expenditures</b>	<b>\$ 3,068</b>	<b>\$ 4,167</b>	<b>\$ 1,099</b>

- 2** Building Permit revenue below budget; Timing with Health License renewals.
- 3** Highway Funds below budget.
- 4** CIP Admin Fee Revenue higher due to more projects and YE project close.
- 10** Lower FT labor for Police & Fire.
- 15** Worker Comp Premium higher for 2025.
- 14** Budget error: budget excluded final payment of NDSCS pledge.
- 18** Est salary savings budgeted here; actual salary savings reflected within specific departments.

**Report of Action:**  
**FAHR Meeting of November 11, 2025**

☐ Purchase Policy  
☒ Budget Adjustment/Reallocation  
☐ Personnel Request  
☐ Other Financial

**Department:** Public Health

**Description:** See Memo. Health requests approval of the grant award for the WIC program

**Net Financial Impact:** \$147,000

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Move to approved the notice of grant award from ND Department of Health and Human Services, and related budget adjustment.




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

**FARGO CASS PUBLIC HEALTH**  
ADMINISTRATION  
1240 25th Street South  
Fargo, ND 58103-2367  
Phone 701.241.1360  
[FargoCassPublicHealth.com](http://FargoCassPublicHealth.com)

## MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** JENN FAUL   
DIRECTOR OF PUBLIC HEALTH

**DATE:** NOVEMBER 17, 2025

**RE:** GRANT AGREEMENT FOR WOMEN, INFANT AND CHILDREN  
(WIC).  
NO: G25.354 CFDA: 10.557  
FUNDS: \$615,000  
EXPIRES: 09/30/2026

The attached grant award from North Dakota Department of Health and Human Services for Women, Infant and Children (WIC) program to continue being provided at Fargo Cass Public Health. The grant was signed early in order to return to the state in a timely manner.

### REVENUE

101-0000-331-12-29 \$147,000

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

### Suggested Motion:

Move to approve this notice of grant award from ND Department of Health and Human Services.

JF/lis  
Attachment

**NOTICE OF GRANT AWARD**

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

Grant Number G25.354	CFDA Name Special Supplemental Nutrition Program for Women, Infants, and Children		CFDA Number 10.557
FAIN Number 263ND707W1003	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 10/1/2025	Grant End Date 9/30/2026
Federal Award Date 10/1/2025	Federal Awarding Agency United States Department of Agriculture (USDA)		
This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.			
Title of Project/Program Women, Infant and Children (WIC)		North Dakota Department of Health and Human Services (NDDHHS) Project Code 4551 S317-OC-00 31	
Grantee Name Fargo Cass Public Health		Project Director Amanda Varriano	
Address 1240 25 <sup>th</sup> St. S		Address 600 East Boulevard, Dept. 325	
City/State/ZIP Code Fargo, ND 58103		City/State/ZIP Code Bismarck, ND 58505-0250	
Contact Name Kim Vance		Contact Name Amanda Varriano	
Telephone Number 701-277-1455		Telephone Number 701-328-2496	
Email Address <a href="mailto:KVance@FargoND.com">KVance@FargoND.com</a>		Email Address <a href="mailto:alvarriano@nd.gov">alvarriano@nd.gov</a>	
	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$615,000	\$0	\$615,000
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$615,000	\$0	\$615,000
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimis rate of % (limited to 15%)	<input type="checkbox"/> Negotiated/Approved rate of %
<p><b>Scope of Service</b> Grantee will make specific nutritionally desirable foods and nutrition education available for eligible pregnant women, infants, and children within counties within the boundaries of the Grantee's service area in accordance with provisions of the Child Nutrition Act of 1966, 7 CFR, Part 246, FNS (and specific contract requirements noted in 246.6, see Attachment A), the Assurance of Civil Rights Compliance (see Attachment B), the WIC Policy Memorandum, and as detailed in the North Dakota WIC Policy and Procedure manuals. Grantee service provided and expenditures will follow the approved plan and budget. Any major changes in the type of service delivery and training must be submitted to the State Department of Health and Human Services for prior approval.</p> <p><b>Reporting Requirements</b> Grantee must submit monthly expenditure reports via the Program Reporting System (PRS). Expenditure report for the period ending June 30, 2026 must be received by July 15, 2026. Final expenditure report for the period ending September 30, 2026 must be received by October 30, 2026. Reimbursements will be processed upon Department approval of state plan progress and expenditure reports.</p> <p><b>Special Conditions</b> None.</p> <p>This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 [Finance Use Only: <input type="checkbox"/> Requirements Received; <input type="checkbox"/> Questionnaire received] and (2) applicable State and Federal regulations.</p>			
<b>Evidence of Grantee's Acceptance</b>		<b>Evidence of NDDHHS Acceptance</b>	
Date 10/31/2025	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jennifer Faul, Director of Public Health		Typed Name/Title of Authorized Representative Deanna Askew, Unit Director Family Health & Wellness	
Date 11-7-25	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahaney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Donna Aukland, Chief Financial Officer	
ATTEST Deputy City Auditor			

If attachments are referenced, they must be returned with the signed award.

If you did not receive attachments as indicated, contact the Program Director identified above.

**G25.354**  
**Fargo Cass Public Health**  
**Attachment A**

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

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

Neither the State agency nor the local agency has an obligation to renew the agreement and expiration of an agreement is not subject to appeal. The State Agency shall provide local agencies with advance written notice of not less than 60 days of the termination of an agreement.

**Local Agency Responsibilities include:**

- Assuring the agency does not discriminate against person on the grounds of race, color, national origin, age, sex or disability and compiles data, maintains records and submits reports as required to permit effective enforcement of the non-discrimination laws.
- Compliance with all the fiscal and operational requirements prescribed by the State agency pursuant to 7 CFR part 3016 of the WIC Regulations. Agency service provided and expenditures made will be in accordance with the approved plan and budget.
- Assuring that the information obtained from program applicants and participants is restricted to its use and disclosure, according to WIC Regulations. Client Information can only be shared with the express written consent of the WIC participant, or the Department of Health and Human Services, unless that disclosure is expressly authorized by the Notice of Grant Award, or expressly authorized by North Dakota law, yet remains in compliance with Section 246.26 of the Federal WIC Regulations.
- Assuring that WIC records shall be maintained in accordance with the Privacy Act of 1974, (Public Law 93-579), Freedom of Information Act, the Health Insurance Portability and Accountability Act of 1966 (HIPAA), and Section 246.26 of the Federal WIC Regulations.
- Maintaining complete, accurate, documented and current accounting of all Program funds received and expended.
- Maintaining on file and have available for review, audit, and evaluation all criteria used for certification, including information on the area served, income standards used and specific criteria used to determine nutritional risk.
- Ensuring the presence of a competent professional authority on staff and the capabilities necessary to perform the certification procedures.
- Provides or makes available appropriate health services to participants and informs applicants of the health services available. When health services are provided through referral, has a plan for continued efforts to make health services available to participants at the clinic or through a written agreement with health care provider.
- Prohibiting smoking in the space used to carry out the WIC Program during the time any aspect of WIC services are performed.
- Providing nutrition education services in compliance with 246.11 and FNS guidelines and instructions.
- Implementing a food delivery system prescribed by the State agency pursuant to 246.12 and approved by FNS.
- Assuring that when a health and a human service agency or when one of these and a private physician comprise a local agency, that all will meet all of the contract requirements. No program funds shall be used to reimburse the health agency or the private physician for health services provided.
- Any major changes in the type of service delivery and training must be submitted to the State WIC Director for prior approval. The guidelines outlined in the WIC Job Descriptions must be applied in the hiring of all new staff members for WIC positions.

**G25.354**  
**Fargo Cass Public Health**  
**Attachment B**

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

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

**Assurance of Civil Rights Compliance**

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

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

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

## BUDGET ADJUSTMENT REQUEST

*This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: [Finance@fargond.gov](mailto:Finance@fargond.gov).*

*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Fargo Cass Public Health

REQUESTED BY: Jenn Faul PROJECT NUMBER : HE27

DATE PREPARED: 11/3/2025

DESCRIPTION OF REQUEST: Notice of Grant Award for 2025-2026  
Received an additional \$117,000 for 2025-2026  
that 2025-2026 NGA was awarded

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-0000-331-12-29	\$ 603,000	\$ 147,000	\$ 750,000
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 147,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ -	

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

FINANCE DEPT USE ONLY:	
FAHR REVIEWED ON:	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
COMMISSION APPROVED ON:	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
ENTERED BY FINANCE:     Date:	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
By:	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>
BA#	<div style="border-bottom: 1px solid black; height: 1.2em;"></div>



**Report of Action:**  
**FAHR Meeting of November 11, 2025**

- ☐ Purchase Policy
- ☒ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☐ Other Financial

**Department:** Facilities

**Description:** See Memo. Facilities requests a budget adjustment to reallocate capital funds to allow for the repair of life safety equipment at Newman Outdoor Field.

**Net Financial Impact:** \$0 (reallocation)

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Approve budget adjustments to fund the replacement of the fire alarm system at Newman Outdoor Field.



**Facilities Department**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.298.6966  
Email [facilities@fargoND.gov](mailto:facilities@fargoND.gov)  
[www.FargoND.gov](http://www.FargoND.gov)

## Memorandum

**To:** FAHR Committee  
**From:** Bekki Majerus, Director of Facilities Management  
**Date:** November 17, 2025  
**Re:** Newman Outdoor Field – Fire Alarm System (RFP25283)

---

The fire alarm system at Newman Outdoor Field is end of life. In order to provide a safe environment for patrons attending events at the Newman Outdoor Field. After a Request for Proposal, we received one proposal for \$73,925. This is under the budget estimate of \$100,000.

The budget for Newman Outdoor Field is based solely on revenue received from the sale of suites. To date, the 2025 operating costs that are the responsibility of the City have consumed 95% of the revenue from this year, leaving a balance of \$15,578 (this includes \$5,000 in unbudgeted revenue from the suites).

This is a life safety issue that the City needs to address before the next baseball season. To cover the remainder of the cost for this project, I worked with Jordan in Finance to identify capital savings in the Facility Management budget due to projects being canceled and/or coming in under budget.

Attached is a summary of the budget adjustments necessary to fund the project at Newman Field.

**Requested Action:**

Approve budget adjustments in order to fund the replacement of the fire alarm system at Newman Outdoor Field.

**Rieger, Borgen, Benson  
Electric, Inc.**

RBB Electric, Inc.  
801 5<sup>th</sup> Street NE  
West Fargo, ND 58078  
Phone (701)232-9220  
Fax (701)232-9505

**Proposal**

**Proposal Submitted to:**

The City Of Fargo  
Facilities Management Department  
RFP25283

**Date:11-10-25**

**Job Name: Newman Outdoor Field Fire System Replacement (RFP25283)**

We are pleased to submit our proposal for furnishing and installing as follows:

**Remove existing fire alarm system, wire and devices. Reuse existing piping, install new wire and devices as per plans provided.**

**For the sum of- \$73,925.00**

**Any additional wiring or troubleshooting to be done at T&M Rates of \$110.00 per hour plus material costs**

**Payment to be made as follows:**

Billings sent on the 25<sup>th</sup> of the month with payment due by the following 10<sup>th</sup>. Finance charges apply at 1.5% on the balances over 30 days. Payments received by credit card will be assessed a 4% credit card fee.

Authorized Signature

*Craig Johnson* / Owner RBB Electric Inc.

Proposal may be withdrawn if not accepted within 30 days.

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

**Service \* Residential \* Commercial \* Industrial**

**Locally Owned and Operated**

**Grand Forks \* Fargo**

## BUDGET ADJUSTMENT REQUEST

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*Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.*

DEPARTMENT: Facilities Management

REQUESTED BY: Bekki Majerus

PROJECT NUMBER : RFP25283

DATE PREPARED: 11.17.2025

DESCRIPTION OF REQUEST:

NOTE: if relevant, please identify the appropriate fiscal year in the description

Move excess capital funding for Facility Management projects to the Newman Outdoor Field fund to cover a life safety project.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
268-1003-510.10-18	\$ 200,000	+ \$ 5,000	= \$ 205,000
		+	= \$ -
		+	= \$ -
		+	= \$ -
TOTAL REVENUE ADJUSTMENTS:		\$ 5,000	

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
101-1050-409.74-10	\$ 20,000	+ \$ (20,000)	= \$ -
101-1050-409.74-11	\$ 25,000	+ \$ (5,000)	= \$ 20,000
475-1050-510.74-10	\$ 155,927	+ \$ (35,000)	= \$ 120,927
475-1050-510.74-12	\$ 46,070	+ \$ (14,000)	= \$ 32,070
268-1003-510.74-50	\$ -	+ \$ 74,000	= \$ 74,000
		+	= \$ -
		+	= \$ -
TOTAL EXPENSE ADJUSTMENTS:		\$ -	

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
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By:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>
BA#	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>



**Report of Action:**  
**FAHR Meeting of November 11, 2025**

- ☐ Purchase Policy
- ☒ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☐ Other Financial

**Department:** Facilities

**Description:** See memo. Request budget adjustment to account for the time lag of reimbursement of the Energy Efficiency and Conservation Block Grant.

**Net Financial Impact:** \$0 Adjust revenue & expense budget to account for lag in reimbursement.

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Approve a grant budget adjustment based on reimbursement from the EECBG voucher program.



**Facilities Department**  
225 4<sup>th</sup> Street North  
Fargo, ND 58102  
Phone: 701.298.6966  
Email [facilities@fargoND.gov](mailto:facilities@fargoND.gov)  
[www.FargoND.gov](http://www.FargoND.gov)

## Memorandum

**To:** FAHR Committee  
**From:** Bekki Majerus, Director of Facilities Management  
**Date:** November 17, 2025  
**Re:** Grant Funding Budget Adjustment (BP2501)

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Facilities Management received approval for an Energy Efficiency and Conservation Block Grant (EECBG) voucher in the amount of \$176,940 in August of 2024. The program requires that the project(s) be completed prior to requesting reimbursement as only one reimbursement request will be accepted. To date, Facilities Management has completed one project for \$67,760 and has another project in process for the remaining funds. The second project is anticipated to be completed by the end of 2025.

Currently, accounts 475-1050-510.74-10 and 475-1050-510.74-12 are showing negative balances because we will not receive the reimbursement funds until the projects are completed and paid for. After discussing with Jordan in Finance, she recommended asking if a grant budget adjustment would be appropriate since the reimbursement will likely not come until 2026.

**Requested Action:**

Approve a grant budget adjustment based on reimbursement from the EECBG voucher program.

## BUDGET ADJUSTMENT REQUEST

*This form must be completed for all budget adjustments. Please include this form with any requests submitted to FAHR and Commission. If the requested adjustment is a reallocation of budgeted funds within the same department, the request form can be sent directly to Finance. Please email to: [Finance@fargond.gov](mailto:Finance@fargond.gov).*

Finance should review this adjustment request form for validity before it is presented to ensure accuracy. Any budget adjustments that increase expenditures **MUST** be approved by City Commission to be entered.

DEPARTMENT:	<u>Facilities Management</u>	
REQUESTED BY:	<u>Bekki Majerus</u>	PROJECT NUMBER : <u>BP2501</u>
DATE PREPARED:	<u>11.17.2025</u>	

<b>DESCRIPTION OF REQUEST:</b>	Budget Adjustments to account for future reimbursement of projects on the EECBG
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**NOTE: If relevant, please identify the appropriate fiscal year in the description**

Budget Adjustments to account for future reimbursement of projects on the EECBG Voucher.

REVENUE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
475-0000-331.11-70	\$ -	\$ 176,940	= \$ 176,940
			= \$ -
	+		= \$ -
	+		= \$ -
	TOTAL REVENUE ADJUSTMENTS: \$ 176,940		

EXPENSE ACCOUNT NUMBER:	CURRENT BUDGET	REQUESTED ADJUSTMENT	NEW BUDGET
475-1050-510.74-10	\$ 155,927 + \$	67,760 = \$	223,687
475-1050-510.74-12	\$ 46,070 + \$	109,180 = \$	155,250
	+	= \$	-
	+	= \$	-
	+	= \$	-
	+	= \$	-
	+	= \$	-
	TOTAL EXPENSE ADJUSTMENTS:	=	

**PLEASE NOTE: Budget Adjustments that increase expenditures MUST be approved by Finance & Commission.**

MONTHLY ALLOCATION (if not evenly over the remaining months of the year)					
Jan	Feb	Mar	Apr	May	June
Jul	Aug	Sep	Oct	Nov	Dec

**FINANCE DEPT USE ONLY:**

FAHR REVIEWED ON: \_\_\_\_\_

COMMISSION APPROVED ON: \_\_\_\_\_

ENTERED BY FINANCE: *Date:* \_\_\_\_\_

**By:** \_\_\_\_\_

BA# \_\_\_\_\_



**Report of Action:**  
**FAHR Meeting of November 11, 2025**

- ☐ Purchase Policy
- ☐ Budget Adjustment/Reallocation
- ☐ Personnel Request
- ☒ Other Financial

**Department:** Central Garage

**Description:** See memo. Central Garage requests to sell nine vehicles through Ford Motor Company's auction network.

**Net Financial Impact:** unknown new revenue via asset sales

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Move to authorize the Fleet Purchase Manager to offer the listed city vehicles through Ford Motor Company's automobile remarketing services with the proceeds to be recorded in the General Fund.



## MEMORANDUM

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DATE: November 10, 2025

TO: FAHR Committee

FROM: Tom Ganje, Fleet Purchasing Manager

RE: Request to Sell or Dispose of City Assets at Online Auction

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Police Department respectfully requests authorization to sell or dispose of City-owned assets through Ford Motor Company's automotive remarketing services. Vehicles will be publicly auctioned through Ford Motor Company's auction network. Ford Motor Company has proven successful and reliable services to City of Fargo operations.

**Assets slated for disposal:**

- 2018 Ford Explorer, Vin Number 1FM5K8AR1JGB59741, Asset Number: 13089
- 2018 Ford Explorer, Vin Number 1FM5K8AR3JGB47798, Asset Number: 13088
- 2018 Ford Explorer, Vin Number 1FM5K8AR1JGB12449, Asset Number 13077
- 2018 Ford Explorer, Vin Number 1FMJU1GT5JEA37527, Asset Number 13095
- 2017 Ford Explorer, Vin Number 1FM5K8ARXHGC7984, Asset Number 12822
- 2018 Ford Explorer, Vin Number 1FM5K8AR3JGB59739, Asset Number 13098
- 2018 Ford Explorer, Vin Number 1FM5K8ARXJGB12448, Asset Number 13076
- 2014 Ford Explorer, Vin Number 1FM5KAR0EGB08344, Asset Number 11650
- 2014 Ford Explorer, Vin Number 1FM5K8AR7EGA55325, Asset Number 11308

**Suggested Motion:**

Move to authorize the Fleet Purchasing Manager to offer the equipment on the Ford Motor Company's automotive remarketing services with the proceeds to go back into the General Fund.



**Report of Action:**  
**FAHR Meeting of November 11, 2025**

☐ Purchase Policy  
☐ Budget Adjustment/Reallocation  
☐ Personnel Request  
☒ Other Financial

**Department:** Public Works

**Description:** See memo. Public Works requests the approval of a lease amendment with Bison Square Partnership.

**Net Financial Impact:** NA - \$3600 additional expense was included with 2026 budget

At their meeting, FAHR endorsed this request.

**Suggested Motion:**

Approve and authorize the execution of the Lease Amendment Agreement with Bison Square Partnership (EX25314).



FLEET MANAGEMENT, FORESTRY  
STREETS & SEWERS  
WATERMAINS & HYDRANTS  
402 23rd Street North  
Fargo, ND 58102  
Phone: 701.241.1453 | Fax: 701.241.8100  
[FargoND.gov](http://FargoND.gov)

November 13, 2025

TO: Board of City Commissioners

FROM: Ben Dow

RE: Bison Square Partnership Lease Amendment Agreement (EX25314)

Since July 2013, the Fargo Meter Department has leased 3,600 square feet of office and shop space from Bison Square Partnership to support ongoing department operations. The space provides essential room for meter testing, equipment storage, administrative work, and staff coordination. At the time the lease was executed, the monthly rent was set at \$2,300, which was considered competitive for comparable commercial and light-industrial space within the community.

Over the past thirteen years, the owner has kept the rent unchanged, even as operational costs, property maintenance expenses, and market rates for similar spaces have steadily increased. This long-term stability has been beneficial to the department, allowing staff to plan and operate within a consistent budget. The property has also remained well-maintained and has continued to meet the department's needs without requiring significant modifications or additional investment.

In October, the owner notified staff that due to rising costs, including property taxes, maintenance obligations, and general inflationary pressures, he will need to increase the rent by \$300 per month, bringing the new monthly total to \$2,600. While this change represents a 13% increase, it is important to note that the overall rental rate remains below many comparable spaces in the current market. Additionally, considering that the department has benefited from a stable rate for more than a decade, staff believes this adjustment is reasonable and justified.

For these reasons, staff recommends approval of the Lease Amendment and authorization to move forward with the agreement.

**Recommended Motion:**

Approve and authorize the execution of the Lease Amendment Agreement with Bison Square Partnership (EX25314).

**LEASE AMMENDMENT AGREEMENT**

LEASE AMMENDING AGREEMENT DATED THIS 15<sup>th</sup> Day of October, 2025

BETWEEN

Bison Square Partnership  
(Landlord)

AND

City of Fargo water department  
(Tenant)

- A. Background : Tenant and Landlord entered into last extension of this lease dated :  
Expired July 15th, 2013 for the premises located at 1404 33<sup>rd</sup> St So Unit 5  
Fargo, ND 58103
- B. The Landlord and Tenant desire to amend the terms of this lease and  
The conditions set forth in this amending agreement.
- C. This amendment to become effective November 1, 2025 and be effective  
For 3 (three years) ending on October 31, 2028
- D. The rental rate for this period shall be \$ 2600.00 (twenty six hundred  
Dollars) per month for the term of this extension.
- E. All other conditions of the original lease shall remain unchanged

BETWEEN

Bison Square Partnership  
Havery J Nicholson

  
\_\_\_\_\_

AND

City of Fargo ~~water department~~

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

Attest: \_\_\_\_\_

*Angie Bear, Deputy City Auditor*

RSA16135

#186823

**Bison Center**  
**1404 33rd St South**  
**Fargo, ND 58103**



**Mike Nicholson**  
**701.261.6670**

**City of Fargo Water Department Lease Proposal**

Prepared for Tom Schott 701.730.0227

3600 Sq Ft  
 \$ 2,100 /Month  
 \$ 7.00 sq ft

Fit-Up Portion \$ 4,802.40

**Property Description**

1404 33rd St South Unit #5

60 ft x 60 ft

24 Month Lease with extension option

60 days notice required after 24 month lease has expired

3600 Sq Ft  
 \$ 2,300 /Month  
 \$ 7.67 sq ft

<u>Fit-up and Layout</u>	<u>Materials</u>	<u>Labor</u>	<u>Total</u>	<u>Notes</u>
Insulate				
Liner Panel				
Heater				
Office				
Frame				
Rock				
Mud				
Paint				
Door to Shop				
Window				
Storage Above				
Stairs				
Lights				
Outlets				
Ceiling Lights				
2 Ceiling Fans				
Outlets				
5 Garage Door Openers				
Bathroom				
Frame				
Sheetrock				
Paint				
Door				
Sink				
Toilet				
Plumbing				

501-3053-441-4410

## LEASE

THIS LEASE, Made and entered into this 15<sup>th</sup> day of July, 2013, by and between Bison Square, LLP, a North Dakota limited liability partnership, whose post office address is 1404A – 33<sup>rd</sup> Street SW, Fargo, North Dakota 58103 (hereinafter called "Landlord"), and City of Fargo Water Dept. whose post office address is 435 14<sup>th</sup> Ave. S.  
Fargo, ND 58103 (hereinafter called "Tenant").

### WITNESSETH:

1. Premises. Landlord leases to Tenant and Tenant hires from Landlord the hereinafter-described portion of the property or premises located at 1404I - 33<sup>rd</sup> Street SW, Unit 5, Fargo, North Dakota, and consisting of 3,600 square feet, being a portion of the existing building located upon the hereinafter-described real property and more specifically described as Unit 5 Bison Center Mall, said premises located Directly south and East of the Spirit Shop in the existing building behind the Bison Center Mall building, as shown on the attached Exhibit "A", in the City of Fargo, County of Cass, State of North Dakota, the interior of such leased premises being substantially as described and depicted in Exhibit "B" attached hereto, which exhibit contains a layout of the interior of the leased premises (hereinafter called the "leased premises"), said leased premises being located on the real property described as follows (hereinafter the "Property"), to-wit:

The North 50 feet of Lots 3 and 8 and all of Lots 4,5,6 and 7, in Block Four-D (4-D), of the Replat of Block Four (4), Hub Addition to the City of Fargo, Cass County, North Dakota, EXCEPTING THEREFROM the following-described tracts: (1) the North 50 feet of the East 170 feet of Lot 8 and the South 180 feet of the East 170 feet of Lot 7, Block Four-D (4-D), of the Replat of Block Four (4), Hub Addition to the City of Fargo, Cass County, North Dakota; (2) a tract of land situated in portions of Lots 6 and 7, in Block Four-D (4-D), of a Replat of Block Four (4), Hub Addition to the City of Fargo, being more fully described as

follows: Commencing at a found iron monument which designates the most Northeasterly corner of Lot 6, Block Four-D (4-D), said point being the point of beginning; thence South 00E03'41" West on an assumed bearing along the most Easterly line of Lots 6 and 7, Block Four-D (4-D), a distance of 230.19 feet; thence South 89E52'39" West, a distance of 180.00 feet; thence North 00E03'41" East, parallel with the most Easterly line of said Lots 6 and 7, Block Four-D (4-D), a distance of 230.72 feet to a point on the most Northerly line of Lot 6, Block Four-D (4-D); thence South 89E59'36" East along the most Northerly line of Lot 6, Block Four-D (4-D), a distance of 180.00 feet to the point of beginning.

The leased premises includes the above-described Unit 5, together with the right to use, in common with all other tenants and occupants of Bison Center Mall, the parking facilities on the Property, adjacent sidewalks, driveways and other easements, if any, with respect to the Property. The Tenant shall be responsible for all additional painting, partitions, lights and light fixtures, modifications, leasehold improvements, any additional remodeling, and any additional fit-up costs with respect to the leased premises at Tenant's own expense. All fit-up and all other additional improvements, and all such additional painting, partitions, lights and light fixtures, modifications, changes, leasehold improvements, additional remodeling, and fit-up must be approved in advance in writing by the Landlord, such approval not to be unreasonably withheld, delayed or conditioned. No such approval shall be required for nonstructural interior improvements which do not exceed \$10,000 in any one year of this lease. All construction, installations and alterations provided by the Landlord and the Tenant shall comply with the Americans with Disabilities Act (the "ADA"). In addition, in the event Tenant desires to relocate or replace any windows, Tenant shall be responsible for the cost of any alterations or improvements with respect to exterior windows, beyond the standard window construction provided by the Landlord throughout the other portions of Bison Center Mall. All additional leasehold improvements or fit-up which is provided by the Landlord at the request of the Tenant shall be paid for in cash by the Tenant to the Landlord upon completion of such improvements or

become part of the base rent, except that Landlord will fix or patch holes in walls and paint walls as necessary as described above. Tenant shall have the right, at Tenant's cost, to install a patch panel for their DSL lanes and such other computer networking equipment and cabling as Tenant deems necessary from time to time.

2. Term. The term of this Lease shall be two (2) years, commencing on August 1, 2013 and ending July 31, 2015, both dates inclusive, unless sooner terminated as herein provided, except as said Lease may be extended or renewed as provided herein. Tenant shall have access to the leased premises and may take possession of the leased premises no later than the date of execution of this Lease by the Landlord and Tenant, for the purpose of making any additional necessary leasehold improvements and remodeling which are the responsibility of the Tenant under this Lease. The Tenant shall have the right to occupy the leased premises for the purpose of conducting the Tenant's business at and from the leased premises from and after August 1, 2013.

3. Rent. Tenant shall pay to Landlord as rental, for and during the term hereof, the sum of \$2,300.00 per month for months 1 through 24. Rental is the base rental amount, subject to additional rents and charges as hereinafter provided. All rental payments shall be paid in monthly installments, with the rental commencement date of August 1, 2013 with the first monthly installment payment of \$2,300.00 due and payable on the execution of this lease, and continuing on the 1<sup>st</sup> day of each month thereafter, with the final monthly rental installment payment in the amount of \$2,300.00 due and payable on July 1, 2015 unless this Lease is extended or renewed. Tenant shall have the right to prepay the aforementioned annual rent for an entire year by paying the total amount of \$27,600.00 on or before August 1 of each lease

year. All rental payments shall be due and payable at the office of the landlord or at such other place as Landlord may designate in writing.

Landlord grants to Tenant an option to extend the Term of this Lease, on a month to month bases with a 60 day notice before leaving, unless this Lease is otherwise terminated or further extended or renewed. The other terms and conditions set forth in this Lease shall be in full force and effect during the extended Term.

4. Utilities. Tenant shall be responsible for the payment of various utilities servicing only the leased premises, including all gas, electric and water, and all heat, cooling and other utilities such as garbage, cable TV, telephone, and other miscellaneous utilities, which shall be the responsibility of the Tenant and paid for directly by the Tenant. All of the above items and utility charges currently are separately metered and paid directly by the Tenant to the service provider. In the event that Landlord, for any reason, shall be required to pay any such utility charges or costs, then the Tenant shall reimburse the Landlord for all such utility costs or charges. The Tenant shall be responsible for Tenant's own costs relating to garbage and garbage pickup. Tenant shall be responsible for all gas, electric, heat, water and all other utilities from August 1, 2013 through July 31, 2015, and through any extension of the term of this Lease, during the early or interim possession periods or dates.

5. Use of Premises. Tenant shall use and occupy the leased premises as warehouse and shop space and similar related purposes, and for no other purpose, without the prior written consent of the Landlord, such consent not to be unreasonably withheld, delayed or conditioned. Tenant hereby agrees not to sell off sale wine or other alcohol, as a term and condition of this Lease. Tenant shall not use or knowingly permit any part of the leased premises to be used for any unlawful purpose other than a shop and warehouse purpose for which the property is zoned.

6. Quite Enjoyment. Tenant, upon the payment of the rent and the performance of all the terms and conditions of this Lease, shall, during the term of this Lease and any renewal or extension thereof, peaceably and quietly have, hold and enjoy the leased premises without any disturbance from Landlord or from any other person claiming through Landlord.

7. Repair and Maintenance.

(a) Tenant shall, during the term of this Lease and any renewal or extension thereof, at its own expense, keep the interior of the leased premises in as good order and repair as it is at the date of the commencement of this Lease, reasonable wear and tear and damage by fire or other casualty accepted. Tenant shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state or municipal authority. Tenant shall, upon the expiration or sooner termination of the term hereof, surrender the premises to Landlord in the condition received, ordinary wear and tear and damage by fire, earthquake, act of God or the elements accepted, with permanent improvements made to remain and become the property of Landlord. As previously provided herein, all interior remodeling improvements, fix-up costs and other repairs and improvements, including fixtures, walls, lights and light fixtures, carpeting, drapes and other window treatments, and all other business fixtures and improvements shall be made by the Tenant and be paid for exclusively by the Tenant.

(b) Tenant shall not be obligated to make any repair to the exterior of the building, the roof, walls, windows, doors, the mechanical components of the leased premises (unless necessitated solely due to Tenant's negligent use thereof) or to the structure of the building, and such repairs shall be made by Landlord, at its own expense. The Tenant shall accept the leased premises as is, and any improvements or remodeling of said premises by the Tenant shall be

made at the Tenant's own expense, with any such improvements ore remodeling to be presented to the Landlord for its information and approval. Tenant reserves the right to remove any fixtures or additional improvements made by the Tenant which have not become a permanent part of the leased premises at the end of the leased term, and Tenant shall repair any and all damages caused by such removal. Tenant may install furniture, equipment and fixtures which shall remain the property of the Tenant and shall remain personal property, and such furniture, equipment and fixtures may be removed by the Tenant at the expiration of this Lease, and Tenant shall repair all damages caused by this removal. Tenant shall be responsible for all repairs and maintenance of the improvements and remodeling to the leased premises, and Tenant shall be responsible for all repairs and maintenance of the interior walls, ceilings (unless necessary due to any defects in the building in which the leased premises are located or due to any leaking of the roof or plumbing in the leased premises), bathroom fixtures and improvements in the leased premises, and all other improvements made by the Landlord to the interior of the leased premises under the terms of this Lease.

(c) Landlord shall, during the term of this Lease, and any renewal or extension thereof, at its own expense, keep the roof, structural supports, mechanical systems, common areas in the Bison Square Center, landscaping, and exterior walls of the building, including windows, doors and passageways from the street and parking area leading to the leased premises, and the adjacent sidewalks and parking lots, in good order and repair. Landlord shall, at its own expense, maintain in good working order and repair all plumbing and equipment installed for the general supply of hot and cold water, furnace, heat and air conditioning equipment, heat and air conditioning duct work and electrical wiring and equipment other than light bulbs or similar electrical supplies, which fixtures and improvements shall remain the exclusive property of the

Landlord and shall not be removed by the Tenant at the expiration of this Lease. Landlord shall use due diligence in making such repairs and make them as soon as reasonably possible after receiving notice of the necessity for such repair.

(d) Tenant shall be responsible for the cleaning and maintenance of all windows and all interior and exterior doors located on the leased premises, and Tenant shall be responsible for the cost of snow removal with respect to the entrance to the leased premises and the portion of the sidewalk adjacent to the leased premises. Landlord shall be responsible for maintenance and snow removal on the parking lot and driveway with respect to the entire Property, and Landlord shall be responsible for the repair and replacement of any broken windows as well as the repair and maintenance of exterior portions of the building, except as provided herein. Tenant shall make arrangements for all necessary janitorial services with respect to the leased premises, including cleaning and all janitorial services with respect to bathroom facilities on the leased premises and the entire interior of the leased premises, as well as cleaning of windows and doors on the leased premises, and all such janitorial services shall be paid for by the Tenant.

8. Compliance with Laws. Tenant shall, at its own expense, promptly comply with all present and future laws and regulations of all federal, state and municipal governments and appropriate bureaus and departments thereof, which may be applicable to the leased premises and the fixtures and equipment therein and which apply only by reason of Tenant's particular use of the premises. Landlord shall, at its own expense, promptly comply with all present and future laws and regulations of all federal, state and municipal governments and appropriate bureaus and departments thereof, which may be applicable to the Bison Center Mall, the Property and all improvements thereon, including its common areas, parking facilities, and adjacent areas.

9. Surrender of Premises. At the expiration of the term of this Lease and any renewal or extension thereof, or sooner termination, Tenant shall surrender the leased premises in as good condition as it was at the date of the commencement of this Lease, reasonable wear and tear and damage by fire or other casualty or condemnation accepted.

10. Right to Alter and Improve. No alteration, addition, or improvement costing in excess of \$10,000 or affecting the structural integrity of the building shall be made to the leased premises without the written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned. Any alteration, addition or improvement made by Tenant after such consent shall have been given, and any fixtures installed as part thereof, may be removed by the Tenant upon the expiration of this Lease, unless such improvements and fixtures have become a permanent part of the leased premises, in which case the Landlord shall have the option to have such improvements and fixtures become the property of the Landlord upon the termination of this Lease; provided, however, that Landlord shall have the right to require Tenant to remove such fixtures at Tenant's cost upon such termination of this Lease. The Tenant shall repair any damage to the leased premises caused by any such removal by the Tenant of fixtures or other improvements which were originally made by the Tenant.

11. Real Estate Taxes. Landlord shall be responsible for payment of real estate taxes and special assessments with respect to all of the real property described as Bison Center Mall, including the Property.

12. Insurance.

(a) Landlord shall keep the building containing the leased premises insured against loss or damage by fire with extended coverage endorsement in an amount sufficient to prevent Landlord from becoming a co-insurer under the terms of the applicable policies but, in any event,

in an amount not less than eighty percent (80%) of the full insurable value as determined from time to time. The term "full insurable value" shall mean actual replacement cost (exclusive of the cost of excavation, foundations, and footings below the basement floor) without deduction for physical depreciation. Such insurance shall be issued by financially responsible insurers duly authorized to do business in this state.

(b) Tenant shall, during the term of this Lease and any renewal or extension thereof, at its own expense, keep its personal property and equipment in the leased premises insured against loss with a standard general commercial liability policy. Tenant shall, during the term of this Lease and any renewal or extension thereof, at its own expense, keep the leased premises insured against damage to any interior improvements and other leasehold improvements (installed by Tenant after the date hereof), fixtures (installed after the date hereof), and all personal property of the Tenant, personal liability or property damage with limits of at least \$1 million per individual and at least \$2 million for any one accident or incident, with the Landlord named as an additional insured. Such policies shall name the Landlord and Tenant as the insureds. Within thirty (30) days after the date hereof, Tenant shall deliver to Landlord certificates of insurance certifying such insurance is in full force and effect. Tenant shall also keep Tenant's inventory, furnishings, trade fixtures, equipment and other personal items located on said leased premises properly insured at the expense of the Tenant.

13. Denial of Subrogation Rights. Landlord and Tenant and all parties claiming under them hereby mutually release and discharge each other from all claims and liabilities arising from or caused by any hazard covered by insurance on the leased premises, or covered by insurance in connection with property on or activities conducted on the leased premises regardless of the cause of the damage or loss.

14. Landlord's Rights Upon Tenant's Default.

(a) Landlord may give Tenant ten (10) days' written notice of intention to terminate this Lease in any of the following circumstances:

(1) If Tenant shall be in default in the performance of any covenant of this Lease (other than the covenants for the payment of rent) and if such default is not cured within thirty (30) days after receipt of written notice thereof given by Landlord; or, if such default shall be of such nature that it cannot be cured completely within such thirty (30) day period, if Tenant shall not have promptly commenced within such thirty (30) day period or shall not thereafter proceed with reasonable diligence and in good faith to remedy such default.

(2) If Tenant shall file a petition in bankruptcy, make a general assignment for the benefit of the creditors, or take the benefit of any insolvency act, or if a permanent receiver or trustee in bankruptcy shall be appointed for Tenant's property and such appointment is not vacated within ninety (90) days. For these purposes "Tenant" shall mean Tenant then in possession of the leased premises.

(3) Intentionally Deleted.

(4) If this Lease shall be assigned or the leased premises sublet other than in accordance with the terms of this Lease and such default is not cured within fifteen (15) days after written notice.

(5) If Tenant shall be in default in the payment of rent and such default is not cured within thirty (30) business days after receipt of written notice thereof from the Landlord.

(b) If Landlord shall give the ten (10) days' notice of termination provided in subparagraph (a), then, after the lapse of the applicable grace or cure period set forth in

Paragraph 14 (a)(1) through (5) above, and then, at the expiration of such additional ten (10) day period, this Lease shall terminate as completely as if that were the date herein definitely fixed for the expiration of the term of this Lease, and Tenant shall then surrender the leased premises to Landlord. If this Lease shall so terminate, it shall be lawful for Landlord, at its option, without formal demand or notice of any kind, to reenter the leased premises by an unlawful detainer action or by any other lawful means.

(c) Tenant shall remain liable for all its obligations under this Lease, despite Landlord's reentry, and Landlord may re-rent or use the leased premises as agent for Tenant, if Landlord so elects. Tenant waives any legal requirement for notice of intention to reenter and any right of redemption.

(d) Nothing in this article shall be deemed to require Landlord to give Tenant any notice, other than such notice as may be required by statute, prior to the commencement of an unlawful detainer action for nonpayment of rent, it being intended that the ten (10) day notice is only for the purpose of creating a conditional limitation hereunder pursuant to which this Lease shall terminate.

(e) If the Lease shall terminate as provided in this paragraph 14, Landlord shall have the right, at its election at any time, to recover from Tenant the rent reserved herein for the balance of the term of said Lease, together with and including any reasonable additional costs and expenses of finding a new tenant and renting the leased premises to a new tenant, including but not limited to real estate broker commissions, fees and advertising costs with respect to the leasing or rental of the leased premises to a new tenant, subject to any adjustments as required by law.

(f) Time is of the essence of this Lease with respect to the performance by Tenant of its obligations hereunder.

15. Performance of Obligations. If Tenant shall be in a default hereunder beyond the applicable grace and/or cure periods set out in Paragraph 14 above, Landlord may cure such default on behalf of Tenant, in which event Tenant shall reimburse Landlord for all sums paid to effect such cure, together with interest at the rate of ten percent (10%) per annum and reasonable attorneys fees. In order to collect such reimbursement, Landlord shall have all the remedies available under this Lease for a default in the payment of rent. If Landlord shall be in default hereunder, Tenant may cure such default on behalf of Landlord, in which event Landlord shall reimburse Tenant for all sums paid to effect such cure, together with interest at the rate of ten percent (10%) per annum and reasonable attorney's fees. In order to collect such reimbursement, Tenant shall have all remedies available under this Lease and applicable law. Further, if Landlord is in default hereunder and fails to cure such default within thirty (30) days after receipt by Landlord of written notice of such default, Tenant shall have the right, in addition to all other remedies at law and equity, to terminate this lease.

16. Right of Access. Landlord and his representative may enter the leased premises, at any reasonable time after providing 48 hours prior written notice and when accompanied by a representative of Tenant, for the purpose of inspecting the leased premises, performing any work which Landlord elects to undertake made necessary by reason of Tenant's default under the terms of this Lease, exhibiting the leased premises for sale, lease, or mortgage financing, or posting notices of nonresponsibility under any mechanic's lien law. Except in an emergency, Landlord, while exercising this right of entry, will not interfere with the operations or business activities of Tenant.

17. Fire or Other Casualty Loss. In case of damage by fire or other casualty to the building in which the leased premises is located, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of such building, this Lease shall cease at either Tenant's or Landlord's option, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises is damaged by fire or other casualty without the fault of Tenant, Landlord shall repair with reasonable dispatch the damage to the exterior walls and structural supports, the construction of which was the original responsibility of the Landlord, Landlord shall reconstruct the interior of the leased premises to the same condition as existed on the date hereof and Tenant shall be responsible for repair of all leasehold improvements, remodeling, fixtures, and other improvements which were originally installed by and were responsibility of the Tenant. If the damage has rendered the leased premises untenable, in whole or in part, there shall be and apportionment of the rent until the Landlord has completed all of its repairs to the building and leased premises. If the restoration of the leased premises cannot be completed within 90 days after the casualty, Tenant shall have the right to terminate this lease. In determining what constitutes reasonable dispatch, consideration shall be given in delays caused by strikes, adjustment of insurance, and other causes beyond Landlord's control.

18. Termination of Lease Upon Condemnation. If the leased premises, or any part thereof, is taken by eminent domain, this Lease shall expire on the date when the leased premises, or any part thereof, or any access thereto, shall be so taken, and the rent shall be apportioned as of that date. However, if the part taken by eminent domain does not include the leased premises, Tenant, at its sole option, may elect to keep the Lease in full force and effect, and the rent shall be apportioned to reflect any portion of the leased premises taken. No part of

any award shall belong to Tenant, except any portion of the award attributable to any trade fixtures or equipment of Tenant taken by the public authority and any award for lost business or relocation costs. Nothing herein shall prevent Tenant from commencing any proceeding on its own behalf for an award attributable to any property taken by the public authority.

19. Easements. Landlord shall have the right to grand easements in areas of the leased premises for the installation of utilities, provided that the use of such easement areas for such purposes does not interfere with the operation of Tenant's business, and no such easement shall allow any parties to enter the leased premises without at least 48 hours prior written notice and no such party may enter without one of Tenant's agent present. Tenant shall not be entitled to any compensation or abatement of rent if the use of such easement does not interfere with the operations of Tenant's business.

20. Rights to Assign and Sublease. Tenant shall not transfer, assign, or sublet or pledge this Lease or Tenant's interest in the leased premises without the prior written consent of Landlord, such consent not to be unreasonably withheld, delayed or conditioned. As a condition of any such consent, Tenant shall reimburse Landlord for its reasonable attorney's fees incurred in conjunction with the processing or documentation of any such requested transaction not to exceed \$1,000. The consent to such transactions shall not be unreasonably withheld, provided that Tenant shall remain liable during the term of this Lease and that no uncured defaults exist at the time of the request and granting of such consent. Tenant shall have the right to assign this lease without Landlord's consent if such assignment is part of the sale of all or substantially all of Tenant's assets or stock, provided the assignee has a net worth equal to or greater than Tenant's.

21. Exculpatory Clause. Landlord shall not be liable for injury or damage to personal property occurring within the leased premises, unless caused by or resulting from the negligence of Landlord or its agents, servants or employees in the operation or maintenance of the leased premises.

22. Indemnification. Tenant shall indemnify Landlord against all liabilities, expenses and losses incurred by Landlord solely as a result of (a) the failure by Tenant to perform any covenant required to be performed by Tenant hereunder; (b) any accident, injury or damage caused by Tenant's negligence from the condition, maintenance or operation of the leased premises; (c) failure by Tenant to comply with any requirements of any government authority; and (d) any mechanic's lien or security agreement, filed against the leased premises, for work ordered by Tenant, and any equipment therein, or any materials used in the construction or alteration of any building or improvement thereon by Tenant.

Landlord shall indemnify Tenant against all liabilities, expenses and losses incurred by Tenant as a result of (a) failure by Landlord to perform any covenant required to be performed by Landlord hereunder; (b) any accident, injury or damage caused by Landlord's negligence, or the negligence of its agents, servants or employees, from the condition, maintenance or operations of Bison Center Mall, the Property, improvements thereon, its common areas, parking facilities, or adjacent areas; (c) failure to comply with any requirements of any governmental authority; and (d) any mechanic's lien or security agreement, filed against the leased premises, any equipment therein, or any materials used in the construction or alteration of any building or improvement thereon by Landlord.

23. Notice. Any notice under this Lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as

designated by such party in writing. Landlord hereby designates its address as 1404A-33<sup>rd</sup> Street SW, Fargo, North Dakota 58103. Tenant hereby designates its local address as 1404E-33<sup>rd</sup> Street SW, Unit 5, Fargo, North Dakota 58103. Tenant hereby designates its home office address as \_\_\_\_\_

24. Holding Over. The failure of Tenant to surrender the leased premises upon the termination of the original lease term or an extension thereof, and the subsequent holding over by the Tenant, without the consent of the Landlord, shall result in the creation of a month-to-month tenancy and the obligation of the Tenant to pay monthly rental payable on the 1st day of each month during the month-to-month tenancy, with the amount of such monthly rental being equal to the amount of the last monthly rental obligation during the original term of the Lease or any extension thereof, with all other adjustments and additional rental as provided in the terms of this Lease. This provision does not give the Tenant any right to hold over. All other terms and conditions of this Lease shall remain in full force and effect during any such month-to-month tenancy hereunder.

25. Signs. Tenant may place and maintain in and about the leased premises such appropriate signs advertising its business as it shall desire, including the replacement of the existing signage on the outside of the building for the leased premises, subject to the prior written approval of the Landlord, such approval not to be unreasonably withheld, delayed or conditioned. All such signs shall be of a uniform design and appearance, and the size of all such exterior signs must be approved in advance by the Landlord. Any other exterior sign or advertisement in and about the leased premises, or the real estate on which the leased premises is located, must be approved in writing by the Landlord, in advance, prior to construction of such sign or advertisement by the Tenant. The cost of construction and maintenance of all such signs,

including the individual sign of the Tenant placed on the sign board, shall be the sole responsibility of the Tenant.

26. Construction.

(a) This Lease shall be governed by, construed and enforced in accordance with the laws of the State of North Dakota.

(b) The covenants, terms, conditions, provisions and undertaking in this Lease or in any renewal or extension thereof shall extend to and be binding upon the heirs, executors, administrators successors and assigns of the respective parties hereto, as if they were in every case named and expressed, and shall be construed as covenants running with the land; and wherever reference is made to either of the parties hereto, it shall be held to include and apply also to the heirs, executors, administrators, successors and assigns of such party, as if in each and every case so expressed.

(c) The parties agree to execute and deliver any instruments in writing necessary to carry out any agreement, term, condition or assurance in this Lease whenever occasion shall arise and request for such instruments shall be made.

(d) The specified remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord or Tenant may be lawfully entitled in case of any breach or threatened breach by Landlord or Tenant of any provision or provisions of this Lease.

(e) This Lease contains the entire agreement between the parties and cannot be changed or terminated orally.


(f) This Lease may not be changed orally, but only by an agreement in writing and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

(f) If any provision of this Lease shall be declared invalid or unenforceable, the remainder of the Lease shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have affixed their hands and seals as of the  
day and year first above written

LANDLORD

BISON SQUARE, LLP, a North Dakota  
limited liability partnership

By:   
Havery J. Nicholson,  
A General Partner

TENANT:

By: Bruce P. Hunt

Its: Enterprise Director  
City of Fargo

By: \_\_\_\_\_

Its: \_\_\_\_\_

(21)

To: Board of City Commissioners

From: Ryan Slapnicka, Safety and Wellness Manager

Re: EHS Insights Contract

Date: November 19, 2025

Human Resources respectfully requests approval of the attached services agreement with EHS Insights to replace Vector Solutions as the City's system for managing employee injury, illness, incident, property damage reporting and claims administration. The proposed agreement has been reviewed and approved as to form by the City Attorney's Office.

**RECOMMENDED MOTION:** To approve the agreement with EHS Insights as the City's designated program for the administration of work-related employee injury, illness, incident, property damage reporting and claims administration.



## EHS Software for Sustainable Enterprises

The Premier Environmental, Health, Safety, Competency,  
Compliance, and Audit Software Solution



Dear Ryan,

Thank you again for your interest in EHS Insight. As the market leader in innovative EHS software solutions, EHS Insight has helped hundreds of thousands of people working in all sorts of industries, and helped them achieve compliance through automation — substantially improving accuracy and efficiencies while reducing costs and exposure.

What makes EHS Insight different?

- First in our market to offer a full-suite mobile application for environmental, health and safety solutions
- First with an offline capability
- First to be in the cloud, so there is no software to deploy or maintain locally
- Always current. No more expensive upgrade projects, ever
- The only vendor to offer Rapid Success™
- Our support services are unmatched in the industry

Please review and sign the following proposal. After the expiration of this proposal, all terms and prices are subject to change.

Please contact me if I can assist in answering questions.

Thank you,

Gary McDonald

### About Us

EHS Insight, a StarTex Software brand, is the world's most flexible, powerful, easy to use environmental, health and safety software. Since 2009, the team at EHS Insight have been on a mission to make the world a better place. Today, hundreds of thousands of users in more than 100 countries rely on EHS Insight software, services and support to transform the way they work and to lower the environmental impact of their operations. EHS Insight is software for improving EHS performance by managing risk, and increasing efficiency. An effective management system is absolutely necessary to prevent injuries and illnesses in the workplace and severe impacts to the environment. It's important. It's the right thing to do. EHS Insight makes it easier.





**StarTex Software**  
P.O BOX 4356  
DEPT. 1543  
HOUSTON, TX 77210-4356  
United States  
  
Phone: 713-866-6597  
Fax: 832-201-7300

**Prepared On:** 11/13/2025  
  
**Order Number:** 20187.5  
  
**Expires:** 11/27/2025  
  
**Prepared By:** Gary McDonald

**Customer:** **The City of Fargo**  
225 4th St N  
Fargo , ND 58102  
Attn: Ryan Slapnicka

Order Form Details

Subscription	Description	Quantity	Fees
<b>EHS Insight Subscription</b>	<b>EHS Insight</b> AI-powered environmental, health, and safety solution. Includes User and Contact Management (for the number of Active Contacts indicated), Action and Task Management (including CAPA), Email Notifications, EHS Insight Copilot AI, Document Repository, Dashboards and Reporting, Offline Mobile Application, and Administrative Tools. Billed Annually.  Includes Enterprise Support with Rapid Success™  <b>Modules</b>  Incident Management	1,200	\$28,159.00
<b>Custom Terms - Nonrecurring</b>	Custom Terms are available with Enterprise Support.		\$0.00
		<b>Total Payment</b>	<b>\$28,159.00</b>

## ORDER TERMS AND CONDITIONS FOR EHS INSIGHT SERVICES

This Order Form shall evidence the Service provided to the customer identified above (Customer). By executing this Order Form, Customer agrees to pay for the services identified herein, and to be bound by EHS Insight's Terms of Service ("Terms") located in Addendum A. The Terms are incorporated herein by reference.

**Automatic Renewals.** Unless EHS Insight receives notice from Customer of nonrenewal via email to the following address [cancellations@ehsinsight.com](mailto:cancellations@ehsinsight.com) at least 60 days before the expiration date of the current Subscription Term, or other period mutually agreed in writing. Customer authorizes EHS Insight to collect any applicable fees, including Renewal, upgrade or overage fees, and any taxes. In the event of price increases, StarTex shall notify Customer of such increase in Fees at least 90 days prior to renewal date. Otherwise, where there is no price increase, as a courtesy, EHS Insight will attempt to notify Customer at least 75 days before renewal date, and the then existing Fees of the current Subscription Term shall apply to such Renewal term.

**Account Activation.** EHS Insight will activate Customer's EHS Insight account upon receipt of Customer's completed order. Complete orders require: (i) an authorized signature; (ii) signature date; and (iii) name; For monthly EHS Insight billing activation service fees, a credit card or ACH information is required, and activation will occur after payment. The **Effective Date** is the date on which the Order Form is signed. Unless otherwise stated on the Order Form, the Subscription Term is one year.

**Fees.** Fees are based upon the specific Contact quantity included with Customer's selected service plan during the Subscription Term. If the specific Contact quantity included with Customer's service plan is exceeded before the renewal date of the Subscription Term, EHS Insight will invoice Customer for any upgrade at the then-current rate or for any overages at the rate specified in this Order Form. Prices quoted as **Billed Annually** are discounted.

**Payment.** EHS Insight bills and collects in advance for use of the Services. Customer's payment for activation and installation fees for any service are paid in advance using ACH or credit card, unless otherwise agreed. Any other service subscription and use fees are due and payable within 60 days of the date of the Order Form, unless otherwise agreed, and EHS Insight will invoice Customer for such fees. Invoices for professional service fees, expenses and other amounts are due and payable within 60 days of the date of invoice unless otherwise agreed to in writing.

**Late Payments.** EHS Insight may impose, and Customer shall pay interest on, overdue amounts at the rate of 1.5% per month or the maximum rate permitted by law (whichever is lower). If Customer fails to make payments as required under these Terms, then EHS Insight may condition future Service subscription renewals upon payment terms shorter than those specified in these Terms or the applicable Order Form or SOW. If EHS Insight suspends Customer's Account as a result of late payment and Customer wishes to re-activate Customer's Account, then EHS Insight may charge Customer a re-activation fee equal to 50% of the then-current applicable Service activation fee or \$250 (whichever is greater).

**Additional Orders.** Customer may add additional Services at any time by contacting Customer's account manager at 1-877-571-7475 or by emailing [support@ehsinsight.com](mailto:support@ehsinsight.com).

**Registrations** Online Training Content Library and Bring Your Own Content subscriptions are based on monthly registration volume. A registration is an instance of a unique learner associated with a single course. Three (3) Registrations per Contact per month are included in Subscriptions containing these items. Additional Registrations will incur a cost of \$0.10 each.

**Purchase Orders.** All invoices shall be provided to the billing contact as specified above. Customer shall inform StarTex Software promptly in writing if it changes the person to whom invoices should be sent. If Customer requires a Purchase Order ("P.O.") in order to make payments to StarTex Software for the fees outlined in this Order Form, Customer agrees to provide required P.O. to StarTex Software within ten (10) business days after the execution of this Order Form by Customer.

For avoidance of doubt, Customer acknowledges that Customer's order of all services from EHS Insight are governed by the terms of this Order Form and the Terms. The terms contained in any P.O. supplied to us by Customer or any other party on Customer's behalf are null and void and superseded by the terms and conditions of this Order Form, the Terms, or the Master Services Agreement (as applicable).

**Existing Customer.** If Customer is an existing EHS Insight Customer and this order is a change in Customer's current Service (this includes renewals, downgrades, and add-on Services), Customer acknowledges, understands, and agrees that by signing this Order Form, Customer's use of all EHS Insight Services going forward (including those previously purchased) will be governed by the Terms.

Additional information can be found at <https://www.ehsinsight.com/support-levels> and <https://www.ehsinsight.com/support-and-professional-services>. Information concerning Rapid Success™ can be found at [https://www.ehsinsight.com/Rapid\\_Success\\_Onboarding\\_Service](https://www.ehsinsight.com/Rapid_Success_Onboarding_Service). Additional information on cloud security is available at <https://www.ehsinsight.com/content/ehs-management-software/cloud-security>.



Signature

## Signatures

The signature below affirms Customer's commitment to pay for the Services ordered in accordance with the terms of this Order Form. To the extent that the terms and conditions of the Agreement between the parties are in conflict with the terms of this Order Form, the terms and conditions of this Order Form shall control.

The information provided above is accurate and complies with Customer's business practices in making this purchase, including obtaining all necessary approvals to release the funds for this purchase.

### The City of Fargo

### StarTex Software

Signature

Signature

Name

Name

Title

Title

Date

Date

Accounts Payable Name

Accounts Payable Phone

Accounts Payable Email

PO Number

## Addendum A

These EHS Insight Terms of Service, including all applicable Exhibits hereto (collectively, this “Agreement”) is a binding contract between you (“Customer” or “you”) and StarTex Software LLC, a Texas limited liability company, d/b/a EHS Insight (each, “StarTex”). Please read this Agreement carefully before using the Services (defined below). By clicking or selecting the “I Accept” option below, or otherwise accessing or using the Services, you agree to the terms and conditions in this Agreement, and your subsequent use of the Services confirms your unconditional acceptance of the terms and conditions of this Agreement. If you do not accept or agree to this Agreement, do not use the Services. Please also read our Privacy Policy, available at <https://www.ehsinsight.com/privacy>, which governs our collection and use of your personally-identifiable information.

This Agreement applies to the access and use of Services via StarTex’s website at <http://www.ehsinsight.com>. Use of the EHS Insight software through a mobile device via StarTex’s mobile application is governed by the terms of the applicable End-User License Agreement (EULA) accompanying such mobile application.

### Section 1. Definitions

In addition to terms defined elsewhere in this Agreement, whenever used in this Agreement with the initial letter capitalized, the following terms will have the following specified meanings:

“Active Contacts” means Contacts not marked inactive, whether they are users or not.

“Affiliate” means, with respect to a party, any entity which directly or indirectly controls, is controlled by, or is under common control with such party. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than fifty percent (50%) of the voting interests of a party.

“Aggregated Anonymized Data” means data submitted to, collected by or generated from StarTex customers (including Customer) on a collective basis, only in anonymized form that cannot be reidentified and which has been aggregated so that Customer Data can in no way be linked specifically to Customer.

“Beta Evaluation Term” means the 60 day period beginning on the date Customer accesses the beta-version of the Services.

## Addendum A

“Contacts” means employees, consultants, contingent workers, independent contractors, and retirees of Customer and its Affiliates whose business record(s) are or may be managed by the Service and for whom a subscription to the Service has been purchased in an Order Form.

“Customer Data” means all electronic data or information submitted or uploaded by Customer or a User in connection with the Services.

“Documentation” means StarTex’s user manuals or other documentation regarding the Services, accessible via Customer’s account management section within the StarTex website at <http://www.ehsinsight.com> and <http://support.ehsinsight.com> (or successor location), as may be updated by StarTex from time to time upon written notice to Customer.

“General Support” means the Support Services provided for a defined period from general availability (“GA”) of a release. General Support includes bug and security fixes and technical support services.

“Intellectual Property Rights” means any and all patents, copyrights, moral rights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, programs, or the like.

“Onboarding Services” means help provided by an onboarding specialist during implementation, such as demonstrating use of the system or validating historical data.

“Order Form” means the ordering documents for Customer’s evaluation or purchase of subscriptions to the Services hereunder, including addenda thereto, that are signed or electronically delivered by Customer and accepted by StarTex from time to time. Order Forms shall be deemed incorporated herein by reference.

“Output” means the analytics, results and related reports generated by Customer’s use of the Services and based upon the Customer Data.

“Purchased Services” means Subscription Services, training on the Services, or Onboarding Services that Customer or a permitted Customer Affiliate purchases under an Order Form.

## Addendum A

“Registration” means an instance of a unique learner associated with a single online training requirement.

“Services” means StarTex’s online, web-based EHS Insight software provided via the website <http://www.ehsinsight.com>, and/or other designated websites as described in the Documentation, that are ordered by Customer in beta-form or for either evaluation purposes or as Purchased Services under an Order Form.

“Subscription Services” means access or subscriptions to the Services.

“Subscription Services Term” means the subscription term for the Subscription Services as specified in an Order Form.

“Support Level” means the Support Services plan purchased by Customer.

“Support Services” means General Support and Technical Support, which are provided at according to the Support Level.

“Technical Support” means the provision of telephone or web-based technical assistance by StarTex to Customer’s technical contact(s) with respect to service requests, at the corresponding Support Level purchased by Customer.

“Trial Evaluation Term” means the evaluation period, if any, for Customer’s evaluation of the Services, as specified in an Order Form.

“Users” means Customer’s authorized users that may access and use the Services. Users may only be Customer’s employees or contractors authorized by Customer to access the Services for internal purposes. This includes employees and contractors of Customer’s subsidiaries.

## Section 2. License, Users and Order Forms

### 2.1 Beta and Trial Licenses.

(a) Beta Evaluation Period. During the Beta Evaluation Term, subject to the terms and conditions of this Agreement, StarTex hereby grants to Customer a nonexclusive, nontransferable, nonsublicensable, revocable and limited license to: (a) access and use the beta-version of the Services solely for Customer’s evaluation purposes; and (b) use, access and reproduce the Output for internal business purposes (provided that Customer’s license to use Output generated and retained by Customer during the Beta Evaluation

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Term for Customer's internal business purposes shall survive expiration or termination of the Beta Evaluation Term). Notwithstanding anything in this Agreement to the contrary, StarTex does not provide any service levels or warranties with respect to the beta-version of the Services, and Customer's use of the beta-version of the Services is as-is and without any warranties of any kind, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND STARTEX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT MAY ARISE BY OPERATION OF LAW.

(b) Evaluation Term License. During the Evaluation Term, subject to the terms and conditions of this Agreement, StarTex hereby grants to Customer a nonexclusive, nontransferable, nonsublicensable, revocable and limited license to: (a) access and use the Services solely for Customer's evaluation purposes; and (b) use, access and reproduce the Output for internal business purposes (provided that Customer's license to use Output generated and retained by Customer during the Evaluation Term for Customer's internal business purposes shall survive expiration or termination of the Evaluation Term). Any data that Customer or any Users upload or enter into the Services and any customizations made to the Services by or for Customer during the Evaluation Term will be permanently lost and/or erased at the end of the Evaluation Term or within thirty (30) days thereafter, unless Customer elects to purchase Purchased Services before the expiration of the Evaluation Term. IF PURCHASED SERVICES ARE NOT PURCHASED BY CUSTOMER PRIOR TO SUCH EXPIRATION, STARTEX WILL HAVE NO LIABILITY OF ANY KIND TO CUSTOMER FOR ANY CUSTOMER DATA ERASED OR DELETED BY STARTEX AFTER SUCH THIRTY (30) DAY PERIOD. Notwithstanding anything in this Agreement to the contrary, StarTex does not provide any service levels or warranties with respect to the EVALUATION VERSION of the Services, and Customer's use of the EVALUATION version of the Services is as-is and without any warranties of any kind, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND STARTEX SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT MAY ARISE BY OPERATION OF LAW.

2.2 Subscription Services Term License. During the Subscription Services Term, subject to the terms and conditions of this Agreement, the applicable Order Form and Customer's payment of Fees (defined in

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Section 4.1), StarTex hereby grants to Customer a nonexclusive, nontransferable, nonsublicensable, and limited license to: (a) access and use the Services for internal purposes only; and (b) use and reproduce the Documentation for internal purposes only.

2.3 Restrictions. Customer will not: (a) make the Services available to any third party other than designated Users; (b) make the Services available to any Customer Affiliate without the express prior written consent of StarTex; (c) sell, resell, rent, lease, modify, translate or create derivative works of the Services; (d) decompile, reverse engineer or reverse assemble any portion of the Services, or attempt to discover any source code or underlying ideas or algorithms of the Services; (e) access the Services in order to build a competitive product or service, or copy any features, functions or graphics of the Services; (f) use the Services to store or transmit material in violation of third party privacy or other rights; (g) use the Services to store or transmit Malicious Code; (h) interfere with or disrupt the integrity or performance of the Services or third party data contained therein; (i) attempt to gain unauthorized access to the Services or their related systems or networks; or (j) remove or alter any trademark, logo, copyright or other proprietary notices associated with the Documentation. The Documentation may include additional restrictions or limitations to the use of the Services, including, without limitation, limitations on storage space in the Services, and Customer agrees to comply with any such restrictions or limitations. StarTex reserves the right to immediately suspend Customer's access to and use of the Services if StarTex determines, in its reasonable discretion, that Customer has engaged in any of the activities set forth in this Section 2.3 or Section 2.4 below (each a "Restriction Violation"). StarTex shall provide notice of such suspension to Customer (via the Services or otherwise) and, where practicable, the parties shall thereafter work together in good faith to resolve such Restriction Violation. In the event the Restriction Violation cannot be cured within a reasonable period of time after StarTex's notification, StarTex reserves the right to immediately terminate this Agreement and any Order Forms then in effect.

2.4 APIs. Use of the Services includes use of StarTex's application program interface (API). Use of the API requires Customer's compliance with the terms of this Agreement with respect to the Services. If Customer abuses, excessively uses the API, or otherwise violates any Restriction Violation, StarTex reserves the right to deny Customer access and use of the API. The Documentation may include additional restrictions on or limitations to the use of the Services, including, without limitation, limitations on API access of the

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Services, and Customer agrees to comply with any such restrictions or limitations.

2.5 Updates. It is the practice of StarTex to deploy to its customers updates and upgrades to the Services when they become generally available. Based on the timing of server updates and other considerations, certain customers of StarTex may receive such updates and upgrades at different times than other customers of StarTex.

2.6 No Source Code. Customer acknowledges that its rights under this Agreement do not include any rights whatsoever to source code.

2.7 Order Forms. Customer may issue Order Forms for Services for StarTex's acceptance. StarTex may, in its discretion, accept or deny any Order Form, and will indicate its acceptance by enabling access to the Services in accordance with the terms of the applicable Order Form. Order Forms may be modified only by mutual written agreement of the parties.

### Section 3. Additional Obligations

3.1 By StarTex. During the Subscription Services Term, StarTex will: (a) provide to Customer basic support for the Subscription Services at no additional charge in accordance with StarTex's support policies and procedures; and (b) use commercially reasonable efforts to make available the Subscription Services in accordance with the Service Level Warranty described in Exhibit A, B, or C (depending on selected Support Level) to this Agreement, except for: (i) planned downtime for the Services, (ii) any interruptions, delays, failures, acts or omissions caused by any third party (including third party hosting providers), or (iii) any unavailability of the Services caused by circumstances beyond StarTex's reasonable control, including, without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet-service-provider failures or delays. StarTex will be excused from any breach of its warranties in Section 7.1(a) and Section 7.1(b) to the extent that such breach is due to Customer's computer systems, technology or other similar items used by Customer in connection with the Services that result in interference with or disruption of the integrity or performance of the Services.

3.2 By Customer. Customer will: (a) be responsible for all Users' compliance with this Agreement; (b) be solely responsible for the accuracy, quality, integrity and legality of the Customer Data and of the means by which

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Customer acquired the Customer Data; (c) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify StarTex promptly of any such unauthorized access or use; (d) be responsible for any third party products or services used by Customer in connection with the Services or any Customer Data; and (e) use the Services and Output only in accordance with the Documentation and all applicable laws, regulations, rules, orders and other requirements of any applicable international, federal, state or local governmental authority ("Laws"). Customer understands and acknowledges that StarTex has no obligation to review Customer content or the Customer Data.

**3.3 Customer Equipment.** Customer will be solely responsible, at its own expense, for acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for its Users to connect to, access and use the Service except as otherwise provided by StarTex. For example, Customer will be responsible for standard computer workstations and necessary network connections not provided by StarTex. Customer acknowledges and agrees that StarTex is not obligated to provide any anti-virus services, and Customer is responsible for ensuring that its environments are virus-free.

**3.4 Additional Services.** If you request services that do not qualify as Purchased Services or which we notify you do not qualify as basic support under Section 3.1, StarTex may agree to provide such services as additional services subject to these Terms of Service (the "Additional Services"). StarTex will provide Additional Services only based upon receipt of a written purchase order ("PO") from you describing the Additional Services you are requesting. Upon receipt of a PO, StarTex will provide a form of statement of work ("SOW") outlining the cost for performing the requested Additional Services. If you execute and return the SOW to StarTex, you have authorized the Additional Services to be performed and StarTex shall invoice you based on the applicable SOW. You will be responsible for the payment of taxes based on the Additional Services (except for taxes based on StarTex's income or employment taxes for StarTex personnel performing the Additional Services). You must pay all undisputed invoices for Additional Work within 30 days after receipt, and you will be deemed to have accepted the Additional Services under an SOW upon payment. StarTex may exercise its remedies under Section 4.4 for nonpayment of an invoice delivered to you pursuant to this Section.

## Section 4. Fees and Payment

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4.1 Fees. Unless otherwise stated in an Order Form, Customer will not be charged any fees for the Services during the Evaluation Term. During the Subscription Services Term (or Evaluation Term where applicable), Customer will be charged fees based on the features enabled and the count of Active Contacts ("Fees"). Except as otherwise specified herein or in an Order Form: (a) Fees are quoted and payable in United States dollars; and (b) payment obligations are non-cancelable, and Fees paid are non-refundable.

4.2 Fee Increases. StarTex may increase Fees for Services for renewal subscription terms after the initial Subscription Services Term stated in an Order Form. If any fee increase is in excess of 3%, StarTex shall advise Customer in advance and shall secure Customer's written approval to any such increase. Customer acknowledges that StarTex may, from time to time, add additional features or functionality to the Services, and that Customer's access to and use of such additional features and functionality may require payment by Customer of additional Fees. Customer acknowledges that an increase in the number of Active Contacts (an Overage) may lead to additional Fees in the Term.

4.3 Payments. Customer will pay Fees via bank wire or credit card or by other means specified by StarTex in an applicable Order Form. If Customer is making payments for Fees via credit card, Customer will provide accurate payment information, and hereby authorizes StarTex to charge such credit card for all Fees in an applicable Order Form for the initial Subscription Services Term and any renewal thereof. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. For payment of Fees by any other method, StarTex will invoice Customer in advance of the provision of applicable Services and otherwise in accordance with the relevant Order Form. All payments for which invoices are delivered are due within thirty (30) days of Customer's receipt of the invoice. If Customer has elected to pay Fees via credit card and the credit card is charged back to StarTex or if any Fees invoiced to Customer are not paid within thirty (30) days of invoice, StarTex may: (i) with respect to chargebacks, cease charging Customer's credit card and invoice Customer for the amount charged back and any future Fees; (ii) accelerate the payment of any Fees payable for the current subscription term; (iii) immediately suspend Customer's Services until payment is made; and/or (iv) immediately terminate the applicable Order Form for which Fees were due and/or terminate this Agreement, provided, however that termination will not occur prior to Customer being given a reasonable period of time to remedy nonpayment after written notice thereof by StarTex. Any Fees not paid from

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Customer by the applicable due date shall accrue late charges at the rate of 1.5% per month of the outstanding balance, or the maximum rate permitted by law, whichever is lower, from the due date until the date paid.

4.4 Suspension of Service. If Customer's account is 30 days or more overdue, in addition to any of its other rights or remedies, StarTex reserves the right to suspend Customer's access to the Service until such amounts are paid in full.

4.5 Taxes. Unless otherwise stated, the Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes (except those based on StarTex's income) associated with the Services purchased hereunder.

## Section 5. Proprietary Rights

5.1 Ownership. As between the parties and subject to the license grants under this Agreement, (a) StarTex owns all right, title and interest in and to the Services, the Documentation, and any and all Intellectual Property Rights embodied therein (collectively, "StarTex Technology"); and (b) Customer owns all right, title and interest in and to all Customer Data uploaded to the Services, all Output, and any and all Intellectual Property Rights with respect to the same. Other than as expressly set forth in this Agreement, StarTex does not grant or otherwise convey any license or other right in or to the StarTex Technology to Customer or its Users. StarTex expressly reserves all rights to the StarTex Technology not expressly granted under this Agreement. There are no implied licenses under this Agreement. Customer acknowledges and agrees that any breach of this Agreement by its User or any other employee, agent or contractor of Customer shall be deemed a breach of this Agreement by Customer.

5.2 License to Output and Use of Aggregated Anonymized Data. Subject to Section 6 below, Customer grants StarTex a worldwide, nonexclusive, royalty-free, perpetual, irrevocable, transferable and sublicensable license in and to the (i) Output for StarTex's business purposes, and to analyze the Output for usage, statistics, injury rates and other purposes, and (ii) the Customer Data for the purpose of StarTex performing its obligations under this Agreement. Notwithstanding anything to the contrary in the Agreement, the Service Provider may monitor, collect, and compile data and information related to the Aggregated Anonymized Data which shall not include any Confidential

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Information of Customer. Customer acknowledges and agrees that StarTex may use the Aggregated Anonymized Data in connection with the Services, including without limitation, use of the Aggregated Anonymized Data to improve and enhance the Services, training, enhancing and supplementing its artificial intelligence or machine learning models, platforms, or algorithms, and for other development, diagnostic, and corrective purposes in connection with the Services and other offerings by StarTex; provided, that in no event will Aggregated Anonymized Data identify Customer, its Affiliates, or any other person identified in the Customer Data or be identifiable as having originated from Customer or its Affiliates.

### Section 6. Confidentiality

6.1 Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party (the "Disclosing Party") to the other party (the "Receiving Party"), whether orally or in writing, that is designated as confidential or the Receiving Party knows or should know, given the facts and circumstances surrounding the disclosure of the information by the Disclosing Party, is confidential information of the Disclosing Party. Confidential Information includes, but is not limited to, Customer Data, Output, the terms of this Agreement as well as components of the business plans, inventions, product plans, design plans, financial plans, computer programs, know-how, customer information, strategies, marketing plans, technology and technical information, business processes and other similar information. Without limiting the foregoing, StarTex's Confidential Information includes the Services and the Documentation. Confidential Information does not include information that: (a) is in or enters the public domain without breach of this Agreement through no fault of the Receiving Party; (b) the Receiving Party can reasonably demonstrate was in its possession prior to first receiving it from the Disclosing Party without breach of any nondisclosure or confidentiality obligation; (c) the Receiving Party can demonstrate was developed by the Receiving Party independently and without use of or reference to the Disclosing Party's Confidential Information; or (d) the Receiving Party receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party shall (i) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (iii) limit access to Confidential Information of the Disclosing Party to those of its

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employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding any terms to the contrary in this Agreement, any suggestions, comments or other feedback provided by Customer to StarTex with respect to StarTex or the Services (collectively, "Feedback") will constitute StarTex's Confidential Information and Customer hereby irrevocably and unconditionally assigns and transfers to StarTex all right, title and interest in and to such Feedback, without further consideration. Further, StarTex will be free to use, disclose, reproduce, license and otherwise distribute and exploit the Feedback provided to it as it sees fit, entirely without obligation or restriction of any kind on account of Intellectual Property Rights or otherwise. The parties agree and understand that North Dakota Open Records law shall apply, in accordance with North Dakota Century Code Ch. 44-04. StarTex confirms to Customer that the disclosure of StarTex commercial terms with Customer would cause substantial harm to the competitive position of StarTex. Customer admits no liability for disclosure of StarTex commercial terms.

6.2 Compelled Disclosure. Notwithstanding Section 6.1, the Receiving Party may disclose the Disclosing Party's Confidential Information if it is compelled to do so by Law or in connection with other legal proceedings involving the Disclosing Party, provided that the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) so as to permit the Disclosing Party a reasonable opportunity to prevent such disclosure. If the Receiving Party is compelled by Law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

6.3 Security of Passwords. Customer is solely responsible for all activities that occur in Customer's or its User's account(s) and for the security of any Customer and User passwords. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, STARTEX HAS NO LIABILITY OF ANY KIND (WHETHER BY CONTRACT, TORT OR OTHERWISE) FOR ANY UNAUTHORIZED ACCESS TO CUSTOMER'S OR ITS USERS' ACCOUNT TO THE EXTENT SUCH UNAUTHORIZED ACCESS IS DUE TO CUSTOMER OR ITS USERS ACTIONS OR INACTIONS.

## Section 7. Representations and Warranties

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7.1 **StarTex Warranties.** StarTex warrants that it has the legal power to enter into and perform its obligations under this Agreement, and doing so as well as performing its obligations under this Agreement will not violate any other agreement to which StarTex is a party. StarTex further warrants that: (a) the Services shall perform materially in accordance with the Documentation during the Subscription Services Term; and (b) StarTex will perform its obligations and exercise its rights under this Agreement in accordance with all applicable laws, rules and regulations.

7.2 **Customer Warranties.** Customer warrants that: (a) it has the legal power to enter into and perform its obligations under this Agreement, and doing so as well as performing its obligations under this Agreement will not violate any other agreement to which Customer is a party; (b) it will not transmit any Malicious Code in connection with the Services; (c) it has the right and authority and has obtained all necessary consents required to use the Customer Data and any other Customer content or data used in connection with the Services; (d) any Customer Data or other data or content used by Customer in connection with the Services shall not infringe the Intellectual Property Rights of any third party; and (e) it will comply with all applicable Laws in its performance of this Agreement.

7.3 **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT MAY ARISE BY OPERATION OF LAW. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN SECTION 7.1 ABOVE AND THE SERVICE LEVEL WARRANTY CONTAINED IN EXHIBIT "A", EXHIBIT "B", or EXHIBIT "C" ACCORDING TO THE SUPPORT LEVEL INCLUDED ON THE ORDER FORM, STARTEX DOES NOT MAKE ANY WARRANTIES THAT THE SERVICES ARE FREE FROM ANY BUGS, ERRORS OR OMISSIONS. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, DURING THE EVALUATION TERM THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY. STARTEX WILL NOT BE RESPONSIBLE FOR ANY LOSS OF CUSTOMER DATA (OR ANY DATA RELATED THERETO). THE FOREGOING DISCLAIMERS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

7.4 **Internet Disclaimer.** BOTH PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND

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PUBLIC NETWORKS AND THAT (I) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (II) NEITHER PARTY HAS CONTROL OVER THE INTERNET, AND (III) NEITHER PARTY IS LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF THE SERVICES.

### Section 8. Indemnity

8.1 By StarTex. StarTex will defend, indemnify and hold Customer, Customer Affiliates, and each of their respective directors, officers, employees, contractors, agents, successors and assigns (each, a "Customer Indemnitee") harmless from and against any and all actual or threatened third party claims, suits, actions or proceedings, including all related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including but not limited to reasonable attorneys' fees) (collectively, "Claims") incurred by a Customer Indemnitee arising out of or relating to: (a) a claim that Customer, a permitted Customer Affiliate or a User's use of the Services or Documentation as permitted hereunder and in accordance with the Documentation infringes or misappropriates the Intellectual Property Rights of a third party; (b) StarTex's or StarTex's Affiliates' negligence or misconduct; (c) any violation of any applicable Law in connection with the Services by StarTex or a StarTex Affiliate; or (d) StarTex's or StarTex Affiliates' inclusion of any Malicious Code in the Services or Customer Data. Notwithstanding the foregoing, StarTex shall have no such indemnification obligation with respect to claims of actual or alleged infringement or misappropriation of a third party's Intellectual Property Rights in connection with Customer's use of StarTex's Services, to the extent such infringement or misappropriation: (i) relates to the use of StarTex's Services in combination with other software, data products, processes, or materials not provided by StarTex (including, without limitation, Customer Data); (ii) arises from or relates to modifications to the Services not made or authorized by StarTex; (iii) arises from or relates to Customer's use of StarTex's Services not in accordance with this Agreement; or (vi) where Customer continues any activity or use constituting or contributing to the infringement or misappropriation after written notification thereof. If StarTex's right to provide the Services is enjoined, or in StarTex's opinion is likely to be enjoined, StarTex may, at its election and expense, either: (a) replace or modify the Services so that they no longer infringe or misappropriate, without breaching any warranties made in Section 7.1 above; (b) obtain a license for Customer

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to continue to use the Services in accordance with this Agreement; or (c) immediately terminate this Agreement and any Order Form then in effect, and refund a pro-rata portion of Fees already paid by Customer for Services yet to be provided.

8.2 By Customer. To the extent permitted by law, Customer will defend, indemnify and hold StarTex, its Affiliates and each of their respective directors, members, officers, employees, suppliers, consultants, contractors and agents (each, a "StarTex Indemnitee") harmless from and against any and all actual or threatened third-party Claims incurred by a StarTex Indemnitee arising out of or relating to: (a) (i) Customer, Customer Affiliates' or their User's transmission of Malicious Code in connection with the Services, (ii) Customer, Customer Affiliates or their Users not having the right and authority or not having obtained the necessary consents required to use the Customer Data in connection with the Services, and (iii) Customer's, Customer Affiliates' or the Users' use of Customer Data or other data or content in connection with the Services infringing the Intellectual Property Rights of any third party; (b) Customer's or Customer Affiliates' or its or their Users' negligence or misconduct; or (c) any violation of any applicable Law in connection with the Services by Customer, a Customer Affiliate or a User.

8.3 Process. Each party seeking indemnification hereunder will: (a) promptly give the indemnifying party written notice of the Claim; (b) give the indemnifying party sole control of the defense and settlement of the Claim, provided that the indemnifying party may not settle any Claim that involves the payment of monies or acknowledgment of liability or wrongdoing on the part of the indemnified party without the indemnified party's prior written consent; and (c) provide to the indemnifying party, at the indemnifying party's expense, all reasonable assistance necessary for the defense and settlement of the Claim. Failure by the indemnified party to comply with the foregoing process will not relieve the indemnifying party of its indemnity obligations hereunder.

## Section 9. Limitations of Liability

9.1 Exclusion of Consequential and Related Damages. EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL STARTEX OR ANY OF ITS AFFILIATES BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF CUSTOMER DATA (OR ANY DATA RELATED THERETO) OR ANY INTERRUPTION OF BUSINESS, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF OR IN

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CONNECTION WITH THIS AGREEMENT OR THE SERVICES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF STARTEX HAS BEEN ADVISED OR IS OTHERWISE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.2 Limitation of Liability. EXCEPT AS PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL STARTEX'S OR ANY OF ITS AFFILIATES' TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE INSURANCE LIMITS IN AN AMOUNT INDICATED IN SECTION 9.3 FOR DAMAGES PROXIMATELY CAUSED BY STARTEX.

9.3 Insurance Amounts. StarTex will maintain insurance for (a) Commercial General Liability with a limit of at least \$1,000,000; (b) Automobile Liability with a limit of at least \$1,000,000; and (c) Professional Liability and Cyber Liability with a limit of at least \$5,000,000.

## Section 10. Term and Termination

10.1 Term of Agreement. If Customer elects to use the Services for evaluation only, the term of this Agreement will commence on the date of the trial invitation email and, unless earlier terminated, will expire following the end of the Evaluation Term stated in an applicable email, but usually 14 days. If Customer elects to obtain Purchased Services, the term of this Agreement will commence on the Effective Date and, unless earlier terminated, will continue for the duration of any Subscription Services Term in an applicable Order Form. Except as otherwise specified in the applicable Order Form, all Subscription Services Terms shall automatically renew for additional periods equal in duration to the expiring Subscription Services Term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 60 days before the end of the relevant Subscription Services Term.

10.2 Termination. Either party may terminate this Agreement or any individual Order Form as follows: (a) for cause if the other party breaches this Agreement or an Order Form and does not remedy such breach within thirty (30) days after its receipt of written notice of such breach; (b) immediately if the other party (i) terminates its business activities or becomes insolvent, (ii) admits in writing to the inability to pay its debts as they mature, (iii) makes an assignment for the benefit of creditors, or (iv) becomes subject to direct

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control of a trustee, receiver or similar authority; or (c) in the case of StarTex, immediately if Customer does not pay the Fees when due as described in Section 4 following written notice and a reasonable cure period to remedy the outstanding Fees due. Customer may terminate this Agreement for convenience upon 60 days' written notice to StarTex, in which case Customer shall continue to owe StarTex any and all remaining Fees through the end of the applicable term.

**10.3 Effect of Termination.** Upon any expiration or termination of this Agreement: (a) Customer's right to use the Services shall cease, and StarTex shall have no further obligation to make the Services available to Customer; (b) except as otherwise expressly stated herein, all rights and licenses granted to Customer under this Agreement will immediately cease; (c) Customer will be solely responsible for retrieving any Customer Data residing within the Services, and will clear the Services client-side data cache; and (d) Customer will pay any unpaid Fees payable for the remainder of the Subscription Services Term under any applicable Order Form in effect prior to the termination date.

**10.4 Survival.** The following provisions will survive any expiration or termination of this Agreement: Sections 1 (Definitions), 2.1 (Evaluation Term License, for the duration of any transition to a Purchased Service Term), 2.4 (Restrictions), 2.5 (APIs), 2.7 (No Source Code), 4 (Fees and Payment), 5 (Proprietary Rights), 6.1 (Confidential Information), 6.2 (Compelled Disclosure), 6.3 (Security of Passwords), 8 (Indemnity), 9 (Limitations of Liability), 10.3 (Effect of Termination), 10.4 (Survival), 11 (Copyrights and DMCA Claims), 12 (Notices), and 13 (Miscellaneous).

## Section 11. Copyrights and DMCA Claims

If you are a copyright owner or an agent thereof and believe that any content in the Services infringes upon your copyrights ("Posting"), you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing StarTex's Copyright Agent (identified below) with the following information in writing:

- A physical or electronic signature of a person authorized to act on behalf of the owner of the work that is allegedly infringed;
- Identification of the copyrighted work claimed to have been infringed, or, if multiple copyrighted works at a single online site are covered by a single notification, a representative list of such works at that site;

### Addendum A

- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled and information reasonably sufficient to permit us to locate the material;
- Information reasonably sufficient to permit us to contact you, such as an address, telephone number or email address;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

StarTex's designated Copyright Agent to receive notifications of claimed infringement is: [copyright@ehsinsight.com](mailto:copyright@ehsinsight.com). Only claimed infringement notifications may be sent to the Copyright Agent.

If you believe that your Posting that was removed or disabled is not infringing, or that you have the authorization from the copyright owner, the copyright owner's agent, or pursuant to the law, to post and use the content in your Posting, you may send a counter-notice containing the following information to the Copyright Agent:

- Your physical or electronic signature;
- Identification of the Posting that has been removed or to which access has been disabled and the location at which the Posting appeared before it was removed or disabled;
- A statement that you have a good faith belief that the Posting was removed or disabled as a result of mistake or a misidentification of the Posting; and
- Your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Houston, Texas, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

## Section 12. Notices

## Addendum A

Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing via first class mail, (iii) the first business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination), at the following addresses:

If to Customer, to the address and contact information set forth in the Order Form.

If to StarTex:

StarTex Software LLC,  
800 Town and Country Boulevard, Suite 500  
Houston, Texas 77024  
Fax: (832) 201-7300  
Attn: Gary McDonald

Only Customer's account administrator may contact StarTex directly for technical support, the contact instructions for which will be provided by StarTex to Customer. Customer will submit all ordinary user questions through StarTex's online support forum on its website at <http://www.ehsinsight.com> and <http://support.ehsinsight.com> (or successor location).

## Section 13. Miscellaneous

13.1 Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing

## Addendum A

and using the Services. Without limiting the foregoing: (a) each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports; and (b) Customer shall not permit Users to access or use Services in violation of any U.S. export embargo, prohibition or restriction.

13.2 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of North Dakota without reference to conflict of laws principles, except that U.S. federal law shall govern in matters of intellectual property. Any dispute arising out of or relating to this Agreement or the breach thereof, which cannot be settled through negotiation, shall be venued in Cass County, North Dakota. The parties acknowledge and agree that the transactions contemplated under this Agreement are commercial in nature, and the parties expressly and irrevocably waive (i) any claim or right which the parties may have to immunity (whether sovereign immunity or otherwise) for the parties or with respect to any of the parties' assets in connection with any legal action, award or other proceedings to enforce this Agreement, including, without limitation, immunity from service of process, immunity of any of the parties' assets from pre- or post-judgment attachment or execution and immunity from the jurisdiction of any court or tribunal; and (ii) service of process pursuant to the Hague Convention. The parties further agree that their respective rights and obligations under this Agreement will be solely and exclusively as set forth in this Agreement, and that the 1980 United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act to this Agreement ("UCITA"), whether enacted in whole or in part by any state or applicable jurisdiction, regardless of how codified, will not apply to this Agreement and are hereby disclaimed.

13.3 Assignment. Neither this Agreement nor any right or duty under this Agreement may be transferred, assigned or delegated by Customer (including to a Customer Affiliate), by operation of law or otherwise, without the prior written consent of StarTex. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the parties and their respective representatives, heirs, administrators, successors and permitted assigns

13.4 Relationship of Parties. Neither party will, for any purpose, be deemed to be an agent, franchisor, franchisee, employee, representative, owner or partner of the other party, and the relationship between the parties will solely be that of independent contractors.

## Addendum A

13.5 Severability. If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other provisions of this Agreement will nonetheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated by this Agreement is not affected in any manner adverse to any party. Upon such determination that any provision is invalid, illegal or incapable of being enforced, the parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner which ensures that all transactions contemplated hereby are fulfilled.

13.6 No Waiver. No failure or delay (in whole or in part) on the part of a party to exercise any right or remedy hereunder will operate as a waiver thereof or affect any other right or remedy. All rights and remedies hereunder are cumulative and are not exclusive of any other rights or remedies provided hereunder or by law. The waiver of one breach or default or any delay in exercising any rights will not constitute a waiver of any subsequent breach or default. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

13.7 Force Majeure. Except for obligations to make payment, neither party shall be liable for any failure to perform or delay in performing any obligation under this Agreement if such failure or delay is due to fire, flood, earthquake, strike, war (declared or undeclared), embargo, blockade, legal prohibition, governmental action, riot, insurrection, damage, destruction, component or materials shortage or any other cause beyond the reasonable control of such party.

13.8 Equitable Relief. Customer agrees that any breach of this Agreement by Customer, its Affiliates or Users may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, StarTex shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or undertaking or proving injury as a condition for relief.

13.9 Entire Agreement; Amendments; Counterparts. This Agreement, together with each Order Form, is the entire agreement of the parties regarding the subject matter hereof, superseding all other agreements between them, whether oral or written, with respect to such subject matter. No modification, addition, deletion or waiver of any rights under this Agreement will be binding on a party unless: (a) made in writing; (b) clearly understood by the parties to be a modification, addition, deletion or waiver;

#### Addendum A

and (c) signed by a duly authorized representative of each party. This Agreement and any Order Form may be executed in one or more counterparts, each of which when so executed and delivered or transmitted by facsimile, e-mail or other electronic means, shall be deemed to be an original and all of which taken together shall constitute but one and the same instrument. A facsimile or electronic signature is deemed an original signature for all purposes under this Agreement and any Order Form.



**DIVISION OF SOLID WASTE**  
2301 8th Avenue North  
Fargo, North Dakota 58102  
Office: 701.241.1449 | Fax: 701.241.8109  
[FargoND.gov](http://FargoND.gov)

November 17, 2025

Honorable Board of City Commissioners  
City of Fargo  
225 4<sup>th</sup> Street North  
Fargo, ND 58102

RE: 2026 Resolution Prescribing Rates and Charges for Solid Waste Services

Dear Commissioners:

As presented at the June 23, 2025 Finance Committee meeting and incorporated into the Mayor's 2026 final approved budget, Solid Waste is seeking approval for the attached amended Resolution Prescribing Rates and Charges for Solid Waste Services (Resolution) to take effect on January 1, 2026. The Resolution reflects increases in the following Solid Waste Divisions:

- Residential Curbside Waste Collection - increase of \$1/month
- Residential All-in-One Curbside Recycling - increase of \$1/month
- Landfill Tipping Fees - increase from \$51/ton to \$57/ton
  - Other various Landfill charges
- Commercial Collection
- Commercial Recycling
- Roll-Off Collection
- Household Hazardous Waste

The attached increase in fees for Solid Waste services are being proposed due to several factors including but not limited to:

1. Cost of Service Analysis
2. Market Survey Analysis

The following sections provide detailed information relative to evaluations of the above referenced factors.

#### Cost of Service Analysis

Solid Waste staff have completed a multi-year Cost of Service Analysis of Solid Waste operations. This indicates that the proposed fees are necessary to cover increased costs in staffing and equipment, as well as other operational costs. The last increases in charges for major divisions are:

Residential Curbside Waste Collection – 2009  
Residential All-in-One Curbside Recycling – 2020  
Landfill Tipping Fees - 2023  
Commercial Collection – 2023  
Commercial Recycling – 2020  
Roll Off Collection - 2017

**Market Survey Analysis**

Solid Waste staff also completed a Regional Market Survey to compare the proposed increases with other regional markets. The survey indicates that the proposed increases are comparable and competitive in the regional marketplace.

**Recommendation**

Approve the attached ***Resolution Prescribing Rates and Charges for Solid Waste Services*** to be effective January 1, 2026.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'S. Olson', with a long horizontal flourish extending to the right.

Scott Olson, PE  
Solid Waste Utility Director

Cc: Michael Redlinger  
Brenda Derrig  
Susan Thompson  
Angie Bear



**SOLID  
WASTE**

**DIVISION OF SOLID WASTE**  
2301 8th Avenue North  
Fargo, North Dakota 58102  
Office: 701.241.1449 | Fax: 701.241.8109  
[FargoND.gov](http://FargoND.gov)

**Resolution Prescribing Rates and Charges for Solid Waste Services**  
**(Effective January 1, 2026)**

**BE IT RESOLVED** by the Board of City Commissioners of the City of Fargo, North Dakota, under and pursuant to the provisions of Section 13-0518 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 garbage and recycling services are furnished and made available by the municipal garbage and recycling utility, effective January 1, 2026, and shall be reflected in the statements for garbage and recycling service prepared after that date; provided, however, that the rates and charges for such service or services in effect prior to January 1, 2026 shall remain in full force and effect:

**RATES ARE NON-NEGOTIABLE.**

1. There shall be collected for each single family dwelling the following monthly charges for garbage service effective January 1, 2026:

<u>Cart Size (Each)</u>	<u>Charge</u>
Small (48-gallon)	\$ 7.00
Medium (65-gallon)	\$10.00
Large (96-gallon)	\$15.00

2. There shall be collected from each multiple dwelling and/or apartment dwelling the following monthly charges for garbage service effective January 1, 2026:

<u>Cart Size (Each)</u>	<u>Charge</u>
Small (48-gallon)	\$ 7.00
Medium (65-gallon)	\$10.00
Large (96-gallon)	\$15.00

Any multiple dwelling and/or apartment dwelling equipped with a commercial dumpster for garbage shall pay a monthly collection fee as described in paragraph 5. Said charges to be billed to and paid for by the property owner monthly.

3. There shall be collected from each mobile home court the following monthly charges for garbage service per mobile home effective January 1, 2026:

<u>Cart Size (Each)</u>	<u>Charge</u>
Small (48-gallon)	\$ 7.00
Medium (65-gallon)	\$10.00
Large (96-gallon)	\$15.00

Any mobile home court equipped with a commercial dumpster shall pay a monthly collection fee as described in paragraph 5. Said charges to be billed to and paid for by the property owner monthly.

4. There shall be collected for each single-family dwelling that chooses to participate in the single-stream recycling program the following monthly charges for recycling service, effective January 1, 2026:

<u>Cart Size (Each)</u>	<u>Charge</u>
Large (96-gallon)	\$ 5.00

5. There shall be collected from each mobile home court the following monthly charges for recycling service per mobile home that chooses to participate in the single-stream recycling program, effective January 1, 2026:

<u>Cart Size (Each)</u>	<u>Charge</u>
Large (96-gallon)	\$ 5.00

6. For persons 65 years of age or older who qualify for real estate homestead credit in accordance with section 57-02-08.1 of the North Dakota Century Code, the charge shall be \$2.50 per month for garbage service and \$1.00 per month for single-stream recycling service.

7. There shall be collected for containers the following monthly charges, and for commercial recycling and roll-off services, the following charges effective January 1, 2026.

<b>Cubic Yards</b>	<b>1/wk</b>	<b>2/wk</b>	<b>3/wk</b>	<b>4/wk</b>	<b>5/wk</b>	<b>6/wk</b>	<b>7/wk</b>
<b>2</b>	<b>74.99</b>	<b>149.97</b>	<b>224.96</b>	<b>299.95</b>	<b>374.93</b>	<b>449.92</b>	<b>524.90</b>
<b>3</b>	<b>87.62</b>	<b>175.23</b>	<b>262.85</b>	<b>350.47</b>	<b>438.08</b>	<b>525.70</b>	<b>613.32</b>
<b>4</b>	<b>100.25</b>	<b>200.49</b>	<b>300.74</b>	<b>400.99</b>	<b>501.24</b>	<b>601.48</b>	<b>701.73</b>
<b>6</b>	<b>125.51</b>	<b>251.02</b>	<b>376.52</b>	<b>502.03</b>	<b>627.54</b>	<b>753.05</b>	<b>878.55</b>
<b>8</b>	<b>150.77</b>	<b>301.54</b>	<b>452.31</b>	<b>603.07</b>	<b>753.84</b>	<b>904.61</b>	<b>1055.38</b>

\$2.92/CY + \$11.48/PICK-UP

COMPACTED TRASH 1.5 TIMES THE RATES LISTED ABOVE

FLAT GARBAGE CHARGE - \$50.00/MONTH MINIMUM FOR NONCOMMERCIAL CONTAINER ACCOUNTS AS APPROVED BY ROUTE SUPERVISOR.

#### COMMERCIAL RECYCLING SERVICE:

\$15.00 per stop for all commercially separated recyclable materials (cardboard, plastic, glass, etc.)

#### ROLL-OFF SERVICE:

Pulls: \$120.00/pull plus landfill fees  
 \$100.00/pull plus landfill fees if container is owned by the contractor  
 \$100.00/pull if load is recycled or incinerated

Rental: \$ 5.00/day excluding week-ends (the rental fee will be waived if one pull is made per week)

**BE IT FURTHER RESOLVED**, that effective January 1, 2026, there shall be charged to all users of the City of Fargo Sanitary Landfill the following charges:

All Landfill Waste	\$57.00/ton
Private Haulers In-City	\$56.00/ton
Inert Waste	\$52.00/ton
Surcharge Fee (haulers out of Cass County)	Additional \$25.00/ton
Separated Demolition Material (free of debris)	\$52.00/ton
Untreated Wood, Trees, Pallets,	No Charge
Residential Transfer Station (Up to 600 lbs) City of Fargo Residents Only	\$15.00/load
Non Resident Minimum Charge (Up to 600 lbs)	\$10.00/each
Weight Only	\$36.00/ton
Compost Waste	\$100.00/ton or \$125.00 Minimum
Industrial Waste - Special Handling (Asbestos, Contaminated Soil)	\$300.00/load - plus tipping fee
Industrial Waste - Special Handling (Ash & Powders)**	\$200.00/load - plus tipping fee
Industrial Waste - Special Handling (Material greater than 10' in length)	\$100 Minimum
Offloading Assistance	\$100 Minimum
Tires	\$5.00
Utility Trailer/Motorcycle	\$10.00/tire - \$15/tire w/ rim
Passenger Vehicle (17" Under)	\$15.00/tire - \$20/tire w/ rim
Passenger Vehicle (18" Over)	\$35.00/tire - \$50/tire w/ rim
Semi/Large Truck/Racing	\$100/tire - \$150/tire w/ rim
Oversize (Loader/Tractor)	\$25.00/load
Untarped/Unsecured Load	Up to 2/month No Charge
Appliances - Washer, Dryer, Oven/Stove, Hot Water Heater, Furnace - <b>Fargo Residents</b>	\$35/each
Appliances - Washer, Dryer, Oven/Stove, Hot Water Heater, Furnance - <b>Non-Fargo Residents</b>	Not Accepted
Freon/Refrigerant Appliances	\$15.00/each plus tipping fee
Commercial Mattresses	

**BE IT FURTHER RESOLVED**, that effective January 1, 2026, there shall be charged to all conditionally exempt small quantity generators (CESQGs) and those non-resident users not included in current landfill agreements with the City whom utilize the City of Fargo Household Hazardous Waste (HHW) facility, the following charges:

Acids/Bases	\$1.16/lb.	Oxidizers	\$2.19/lb.
Adhesives/Flammable Solids	\$1.16/lb.	Paint (max. 50 1-gal cans/month)	
		Latex	\$0.20/lb.
		Oil-based	\$0.78/lb.
Aerosols	No Charge.	PCB Ballasts	\$1.37/lb.
		PCB Capacitors	227/55 Gal
Anti-freeze* (max. 10-gals/month)	\$0.24/lb.	Poisons/Pesticides:	\$1.16/lb.
Cleaners/Solvents	\$1.16/lb.	Used Oil* (max. 10-gals/month)	\$0.12/lb.
Dioxins** (wood preservatives)	\$ (see below)	Mercury**	\$3.78/lb
Flammable Liquids	\$1.16/lb.		
Electronics	\$1.14/lb		
Fluorescent Bulbs (max. 36 bulbs/month)			
4 ft. and below	\$1.00/each		
5 ft and above	\$1.17/each		

\*Not included in the 220/lbs./month CESOG limit specified in the North Dakota Solid Waste Management Rules.

\*\*Dioxins, reactives and items not listed will be priced on a case-by-case basis.

(23)

November 24, 2025

Board of City Commissioners  
City Hall – 225 4<sup>th</sup> St N  
Fargo, ND 58102

**RE: Change Order No. 3 for GTC Deck Overlay Project**

Dear Commissioners:

This memorandum is to inform the City Commission of Change Order No. 3 for the GTC Deck Overlay project with Industrial Builders, Inc., as prepared by KU Engineering LLC.

**Change Order Details**

- Contractor: Industrial Builders, Inc.
- Original Contract Amount: \$1,026,995.00
- Change Order Amount: \$0.00 (No change to total contract value)

**Reason for Change Order**

1. Address the final field verified quantities
2. Final installed quantities for PR2 and PR4
3. Extend substantial completion to December 12, 2025
4. Extend final payment to December 31, 2025

**Impact on Project**

- Contract Amount: No change to overall contract value.
- Project Schedule: Project schedule has been impacted, and final completion date has been extended

**Recommended Motion**

It is recommended that the City Commission approve Change Order No. 3 for the GTC Deck Overlay Project.

**Attachments:**

- Change Order No. 3 Document

Sincerely,



Jordan Smith  
Assistant Transit Director – Fleet and Facilities  
City of Fargo

**CHANGE ORDER NO.: 3**

Owner: City of Fargo  
 Engineer: KJ Engineering LLC  
 Contractor: Industrial Builders, Inc.  
 Project: GTC Deck Overlay  
 Contract Name: Stipulated Price

Owner's Project No.: RFP25024  
 Engineer's Project No.: 2404-01858  
 Contractor's Project No.:

Date Issued: November 10, 2025

Effective Date of Change Order: October 17, 2025

The Contract is modified as follows upon execution of this Change Order:

Description:

1. This change order is being issued to address the final field verified quantities included with the original contract. The quantities are adjusted as follows.

Bid Item	Unit	Original QTY	Final QTY	Final Price Adjustment
Class 1H Removal	SY	1660	1624	\$(10,800.00)
Overlay Concrete	CY	92	95	\$8,250.00
Penetrating Water Repellent	SY	1660	1624	\$(216.00)
Crack Sealing	LF	1200	941	\$(1,036.00)
Expansion Joint Replacement	LF	50	44.33	\$(4,536.00)
Contract Adjustment for Installed Quantities included in Original Contract				\$(8,338.00)

2. The installed quantities for PRs 2 and 4 are noted below. The installed quantities for PRs 1 and 3 did not change from what was included in the proposal requests.

Bid Item	Unit	Original QTY	Final QTY	Final Cost
PR 1	LS	1	1	\$18,485.50
PR 2 – Load Test Tendons	EA	70	70	\$2,695.00
PR 2 – Resheath Tendons	LF	300	204.5	\$25,419.35
PR 2 – Corrosion Inhibitor	LF	1000	999	\$8,991.00
PR 2 – Fiber Reinforcing in Concrete	CY	92	95	\$2,565.00
PR 3	LS	1	1	\$25,201.00

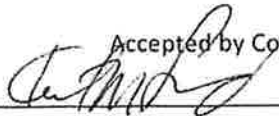
PR 4 – Resheath broken slab tendon	EA	15	16	\$34,320.00
PR 4 – Restring broken tendon	EA	2	2	\$7,634.00
Owner Contingency Utilized with PR 1 – PR 4				\$125,310.85

- The adjustments outlined in items 1 and 2 leave \$33,027.15 remaining in the contract. This remaining balance will be retained as additional PT slab tendon repairs are outstanding. The extent of the repairs is under review by the design team and will be addressed under a separate change order.
- Due to schedule constraints with the PT repair subcontractor, the work associated with PR 3 will not start until November. Hence, the contract has been extended as outlined below to account for this.

## Attachments:

- None

Change in Contract Price		Change in Contract Times	
Original Contract Price:		Original Contract Times:	
\$ 1,026,995.00		Substantial Completion:	October 1, 2025
		Ready for final payment:	October 13, 2025
Change from previously approved Change Orders No. 1 to No. 2:		Increase from previously approved Change Orders No.1 to No. 1:	
\$ N/A		Substantial Completion:	N/A
		Ready for final payment:	N/A
Contract Price prior to this Change Order:		Contract Times prior to this Change Order:	
\$ 1,026,995.00		Substantial Completion:	October 1, 2025
		Ready for final payment:	October 13, 2025
Increase this Change Order:		Increase this Change Order:	
\$ 0.00		Substantial Completion:	December 12, 2025
		Ready for final payment:	December 31, 2025
Contract Price incorporating this Change Order:		Contract Times with all approved Change Orders:	
\$ 1,026,995.00		Substantial Completion:	December 12, 2025
		Ready for final payment:	December 31, 2025

<b>Recommended by Engineer</b>		<b>Accepted by Contractor</b>	
By:	<u>Cassie Muranes</u>		<u></u>
Title:	<u>Senior Project Manager</u>		<u>Vice President Estimating</u>
Date:	<u>11/10/25</u>		<u>11/10/25</u>
<b>Authorized by Owner</b>		<b>Approved by Funding Agency (if applicable)</b>	
By:	<u></u>		<u>James Sayler</u>
Title:	<u>Mayor</u>		<u>Transportation Management Officer II</u>
Date:	<u></u>		<u>11/12/2025</u>

November 24, 2025

24

City Commission  
225 N 4th Street N  
Fargo, ND 58102

Dear Commissioners:

Attached is the Minnesota State Community and Technical College (M-State) U-Pass Fee Agreement for the 2025-2026 academic year. The U-Pass Program is subsidized by M-State through the attached agreement. Current M-State students ride MATBUS fixed routes for free through this program.

**Recommended motion:** Approve the attached U-Pass agreement.

Sincerely,



Cole Swingen  
Assistant Transit Director – Operations  
City of Fargo



**STATE OF MINNESOTA**  
**MINNESOTA STATE COLLEGES AND UNIVERSITIES**  
***MINNESOTA STATE COMMUNITY AND TECHNICAL COLLEGE***  
**SERVICES CONTRACT**

THIS CONTRACT, and amendments and supplements thereto, is between the State of Minnesota, acting through its Board of Trustees of the Minnesota State Colleges and Universities, on behalf of Minnesota State Community and Technical College (hereinafter MINNESOTA STATE), and the City of Fargo, a North Dakota municipal corporation 225 4th Ave. N. Fargo, ND 58102 (hereinafter CONTRACTOR).

WHEREAS, MINNESOTA STATE, pursuant to Minnesota Statutes Chapter 136F, is empowered to procure from time to time certain services, and

WHEREAS, MINNESOTA STATE is in need of services that are not related to building or facilities construction, repair, maintenance or remodeling, and

WHEREAS, the CONTRACTOR represents it is duly qualified and willing to perform the services set forth in this contract, and

NOW, THEREFORE, it is agreed:

1. **TERM OF CONTRACT.** This contract shall be effective on August 19, 2025, **or upon the date the final required signature is obtained by MINNESOTA STATE, whichever occurs later,** and shall remain in effect until August 18, 2026, or until all obligations set forth in this contract have been satisfactorily fulfilled, whichever occurs first. The CONTRACTOR understands that no work should begin under this contract until all required signatures have been obtained and the CONTRACTOR is notified to begin work by MINNESOTA STATE's authorized representative.
2. **CONTRACTOR'S DUTIES.**
  - a. The CONTRACTOR will:

Provide free rides to all enrolled M State Moorhead students regardless of full or part-time status, class standing, or location of residence on the Fargo-Moorhead Metro Area Transit fixed route transit system. This service is referred to as the "U-Pass Program," or simply as "U-Pass." M State students must swipe their M State identification cards at the time of boarding.
  - b. MINNESOTA STATE will:

Review enrollment after the 30th class day of each semester to ensure only currently enrolled students are being allowed free bus access and those no longer enrolled are being blocked from free bus access.
3. **CONSIDERATION AND TERMS OF PAYMENT.**
  - a. Consideration for all services performed and goods or materials supplied by the CONTRACTOR pursuant to this contract shall be paid by MINNESOTA STATE as follows:

- i. Compensation of Eleven Thousand Nine Hundred Ninety and 48/100 Dollars (\$11,990.48)
- ii. The **total obligation** of MINNESOTA STATE for all compensation and reimbursement to the CONTRACTOR shall not exceed Eleven Thousand Nine Hundred Ninety and 48/100 Dollars (\$11,990.48).
- b. Terms of Payment.
  - i. Payment shall be made by MINNESOTA STATE promptly after the CONTRACTOR'S presentation of invoices for services performed and acceptance of such services by MINNESOTA STATE's authorized representative. All services provided by the CONTRACTOR pursuant to this contract shall be performed to the satisfaction of MINNESOTA STATE, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. The CONTRACTOR shall not receive payment for work found by MINNESOTA STATE to be unsatisfactory or performed in violation of any applicable federal, state or local law, ordinance, rule or regulation. Invoices shall be presented by CONTRACTOR according to the following schedule:
    1. **Payment Schedule:** Upon submission of invoices to ap@minnesota.edu. One-half of total obligation is payable December 1, 2025 and the remaining half payable March 1, 2026.
    2. **Retainage.** No more than 90% of the amount due will be paid by MINNESOTA STATE until all the services in this contract have been reviewed by MINNESOTA STATE's authorized representative. The balance due will be paid when MINNESOTA STATE's authorized representative determines that CONTRACTOR has satisfactorily fulfilled all the terms of this contract.
  - ii. Nonresident Aliens. Pursuant to 26 U.S.C. §1441, MINNESOTA STATE is required to withhold certain federal income taxes on the gross compensation paid to nonresident aliens, as defined by Internal Revenue Code §7701(b). MINNESOTA STATE will withhold all required taxes unless and until CONTRACTOR submits documentation required by the Internal Revenue Service indicating that CONTRACTOR is a resident of a country with tax treaty benefits. MINNESOTA STATE makes no representations regarding whether or to what extent tax treaty benefits are available to CONTRACTOR. To the extent that MINNESOTA STATE does not withhold these taxes for any reason, CONTRACTOR agrees to indemnify and hold MINNESOTA STATE harmless for any taxes owed and any interest or penalties assessed.
4. **AUTHORIZED REPRESENTATIVES.** All official notifications, including but not limited to, cancellation of this contract must be sent to the other party's authorized representative.
  - a. MINNESOTA STATE's authorized representative for the purpose of administration of this contract is:

Name:	Suzie Lundsten, Director of Student Life
Address:	1900 28 <sup>th</sup> Ave S. Moorhead, MN 56560
Telephone:	218-639-2687
E-Mail:	suzie.lundsten@minnesota.edu

Such representative shall have final authority for acceptance of the CONTRACTOR'S services and, if such services are accepted as satisfactory, shall so certify on each invoice presented pursuant to Clause III, paragraph B.

- b. The CONTRACTOR'S authorized representative for the purpose of administration of this contract is:

Name: Julie Bommelman, Transit Director  
Address: Metro Transit Garage, 650 23<sup>rd</sup> Street North, Fargo, ND 58102  
Telephone: 701-476-6686  
E-Mail: [jbommelman@fargond.gov](mailto:jbommelman@fargond.gov)  
Fax: 701-241-8150

5. **CANCELLATION AND TERMINATION.**

- a. This contract may be canceled by MINNESOTA STATE at any time, with or without cause, upon **thirty (30) days** written notice to the CONTRACTOR. In the event of such a cancellation, the CONTRACTOR shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.
- b. Termination for Insufficient Funding. MINNESOTA STATE may immediately terminate this contract if it does not obtain funding from the Minnesota Legislature or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the CONTRACTOR within a reasonable time of MINNESOTA STATE receiving notice that sufficient funding is not available. MINNESOTA STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the CONTRACTOR will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed to the extent that funds are available. MINNESOTA STATE will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature or other funding source not to appropriate funds.

6. **ASSIGNMENT.** The CONTRACTOR shall neither assign or transfer any rights or obligations under this contract without the prior written consent of MINNESOTA STATE.

7. **LIABILITY.** The CONTRACTOR shall indemnify, save, and hold MINNESOTA STATE, its representatives and employees harmless from any and all claims or causes of action, including all attorney's fees incurred by MINNESOTA STATE, arising from the performance of this contract by the CONTRACTOR or CONTRACTOR'S agents or employees. This clause shall not be construed to bar any legal remedies the CONTRACTOR may have for MINNESOTA STATE's failure to fulfill its obligations pursuant to this contract.

8. **WORKERS' COMPENSATION.** The CONTRACTOR certifies it is in compliance with applicable laws pertaining to workers' compensation insurance coverage. The CONTRACTOR'S employees and agents will not be considered MINNESOTA STATE employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees or agents and any claims made by any third party as a consequence of any act or omission on the part of these employees or agents are in no way MINNESOTA STATE's obligation or responsibility.

9. **DATA DISCLOSURE.**

- a. As a condition of this contract, CONTRACTOR is to provide a federal tax identification number. This information may be used in the enforcement of federal and state tax laws. These numbers will be available to federal and state tax authorities and state personnel involved in approving the contract and the payment of state obligations. Supplying these numbers could result in action to require CONTRACTOR to file state tax returns and pay delinquent state tax liabilities. **This contract will not be approved unless these numbers are provided.**
  - b. **Independent Contractors.** Minn. Stat. §256.998 requires MINNESOTA STATE to report the name, address and social security number of independent contractors to the New Hire Reporting Center of the Minnesota Department of Human Services unless this Contract is for less than two months in duration with gross earnings of less than \$250.00 per month. This information may be used by state or local child support enforcement authorities in the enforcement of state and federal child support laws.
10. **INTELLECTUAL PROPERTY.** The CONTRACTOR represents and warrants that any materials, plans, specifications, documents, software or intellectual property of any kind produced or used under this contract (MATERIALS) do not and will not infringe upon any intellectual property rights of another, including, but not limited to, patents, copyrights, trade secrets, trade names, and service marks and names. The CONTRACTOR shall indemnify and defend, to the extent permitted by the Attorney General, MINNESOTA STATE at the CONTRACTOR'S expense from any action or claim brought against MINNESOTA STATE to the extent that it is based on a claim that all or part of the MATERIALS infringe upon the intellectual property rights of another. The CONTRACTOR shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including, but not limited to, reasonable attorney fees arising out of this contract, amendments and supplements thereto, which are attributable to such claims or actions.
- If such a claim or action arises, or in the CONTRACTOR'S or MINNESOTA STATE's opinion is likely to arise, the CONTRACTOR shall, at MINNESOTA STATE's discretion, either procure for MINNESOTA STATE the right or license to continue using the MATERIALS at issue or replace or modify the allegedly infringing MATERIALS. This remedy shall be in addition to and shall not be exclusive to other remedies provided by law.
11. **JURISDICTION AND VENUE.** This contract, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.
12. **AMENDMENTS.** Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract, or their successors in office.
13. **STATE AUDITS.** The books, records, documents, and accounting procedures and practices of the CONTRACTOR relevant to this contract shall be subject to examination by MINNESOTA STATE and the Legislative Auditor for a minimum of six (6) years from the end of the contract.
14. **ANTITRUST.** The CONTRACTOR hereby assigns to the State of Minnesota any and all claims for overcharges as to goods or services provided in connection with this Master Contract and any Work Order Contract resulting from antitrust violations which arise under the antitrust laws of the United States or the antitrust laws of the State of Minnesota.

15. **SURVIVAL OF TERMS.** The following clauses survive the expiration, cancellation or termination of this contract: 7. Liability; 10. Data Disclosure;; 10. Intellectual Property; 11. Jurisdiction and Venue; and 13. State Audits.

16. **FORCE MAJEURE.** No party to this Contract shall be responsible for any delays or failure to perform any obligation under this Contract due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

17. **INSURANCE.**

a. CONTRACTOR shall submit an ACORD Certificate of Insurance to MINNESOTA STATE's authorized representative prior to execution of the contract.

b. CONTRACTOR shall maintain and furnish satisfactory evidence of the following:

i. **Workers' Compensation Insurance.** CONTRACTOR must provide workers' compensation insurance for all its employees and, in case any work is subcontracted, CONTRACTOR shall require the subcontractor to provide workers' compensation insurance in accordance with the statutory requirements of the State of North Dakota.

ii. **Commercial General Liability.** CONTRACTOR shall maintain a comprehensive commercial general liability insurance (CGL) policy protecting it from bodily injury claims and property damage claims which may arise from operations under the contract whether the operations are by CONTRACTOR or by a subcontractor or by anyone directly or indirectly employed under the contract. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence

\$2,000,000.00 annual aggregate applying per project or location

\$2,000,000.00 annual aggregate applying to Products/Completed Operations

In addition, the following coverages shall be included:

Premises and Operations Bodily Injury and Property Damage

Personal Injury and Advertising Injury

Products and Completed Operations Liability

Contractual Liability as provided in Insurance Services Office (ISO) form CG 00 01 04 13 or its equivalent

Pollution Exclusion with standard exception as per Insurance Services Office (ISO)

Commercial General Liability Coverage Form – CG 00 01 04 13 or its equivalent

Independent Contractors (let or sublet work)

Waiver of Subrogation in favor of MINNESOTA STATE

Coverage will not contain any restrictive endorsement(s) excluding or limiting Broad Form Property Damage (BFPD) or Explosion, Collapse, Underground (XCU)

Name the following as Additional Insureds, to the extent permitted by law:

The Board of Trustees of the Minnesota State Colleges and Universities and its officers and members, to include the Project's College or University, the State of Minnesota, officers and employees of the State of Minnesota, the Architect and its agents as additional named insured, to the extent permitted by law, for claims

arising out of the Contractor's negligence or the negligence of those for whom the Contractor is responsible for both ongoing and completed operations.

- iii. **Commercial Automobile Liability.** CONTRACTOR shall maintain insurance protecting it from bodily injury claims and property damage claims resulting from the ownership, operation, maintenance or use of all owned, hired, and non-owned autos which may arise from operations of vehicles under the contract, and in case any work is subcontracted the CONTRACTOR will require the subcontractors to maintain Commercial Automobile Liability insurance. The minimum insurance amounts will be:

\$2,000,000.00 per occurrence Combined Single Limit (CSL) for bodily injury and property damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned

c. Additional Insurance Conditions:

- CONTRACTOR'S policy(ies) shall be primary insurance to any other valid and collectible insurance available to MINNESOTA STATE with respect to any claim arising out of CONTRACTOR'S performance under this Contract;
- If CONTRACTOR receives a cancellation notice from an insurance carrier affording coverage herein, CONTRACTOR agrees to notify MINNESOTA STATE within five (5) business days with a copy of the cancellation notice unless CONTRACTOR'S policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least thirty (30) days advance written notice to MINNESOTA STATE.
- CONTRACTOR is responsible for payment of Contract related insurance premiums and deductibles;
- CONTRACTOR'S policy(ies) shall include legal defense fees in addition to its liability policy limits;
- The insurance policies will be issued by a company or companies having an "A.M. Best Company" financial strength rating of A- (Excellent) or better and authorized to do business in the State of Minnesota prior to execution of the Contract.
- An Umbrella or Excess Liability insurance policy may be used to supplement the CONTRACTOR'S policy limits to satisfy the full policy limits required by the Contract.

- d. MINNESOTA STATE reserves the right to immediately terminate the contract if CONTRACTOR is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against CONTRACTOR. All insurance policies must be available for inspection by MINNESOTA STATE and copies of policies must be submitted to MINNESOTA STATE's authorized representative upon written request.

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

APPROVED:

**1. CONTRACTOR:**

CONTRACTOR certifies that the appropriate person(s) have executed the contract on behalf of CONTRACTOR as required by applicable articles, by-laws, resolutions, or ordinances.

By (authorized signature and printed name)
Title
Date

**2. VERIFIED AS TO ENCUMBRANCE:**

Employee certifies that funds have been encumbered as required by Minnesota Statute §16A.15.

By (authorized signature and printed name)
Title
Date

**3. MINNESOTA STATE COLLEGES AND UNIVERSITIES**

Minnesota State University Moorhead

By (authorized signature and printed name)
Title
Date

**4. AS TO FORM AND EXECUTION:**

By (authorized signature and printed name)
Title
Date

**Water Treatment Plant**

435 14th Avenue South

Fargo, ND 58103

Office: 701.241.1469 | Fax: 701.241.8110

[www.FargoND.gov](http://www.FargoND.gov)

November 19, 2025

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

Dear Commissioners:

Attached please find a tabulation sheet from **ITB26024** listing all qualified bids received for supplying chemicals to the Water Treatment Plant for 2026. Listed below are the lowest and/or best value bids received for each of the chemicals:

<b>ITB26024 Water Treatment Plant Chemical Bid Results</b>		
<b>Product Name</b>	<b>Vendor</b>	<b>Unit Price</b>
Aluminum Sulfate	Hawkins, Inc.	\$0.18 / pound
Anhydrous Ammonia	Hawkins, Inc.	\$3.25 / pound
Citric Acid, 50%	Hawkins, Inc.	\$0.9225 / pound
Hydrofluosilicic Acid	Hawkins, Inc.	\$0.51 / pound
Hydrogen Peroxide, 34%	USP Technologies	\$0.57 / pound
Lime	Graymont (WI) LLC	\$300.50 / ton
Liquid carbon Dioxide	American Welding & Gas	\$179.00 / ton
Liquid Chlorine	Hawkins, Inc.	\$2,175.00 / ton
Liquid Oxygen	Linde Inc.	\$144.54 / ton
Aluminum Chlorohydrate	Hawkins, Inc.	\$0.565 / pound
Polyphosphate	Carus, LLC.	\$1.56 / pound
Ferric Sulfate 60%	Hawkins, Inc.	\$3.20 / gallon
Soda Ash	DuBois Chemicals, Inc.	\$430.00 / ton
Sodium Bisulfite, 38%	Hawkins, Inc.	\$0.37 / pound
Sodium Hydroxide, 50%	Univar Solutions Inc.	\$0.2156 / pound
Sodium Hypochlorite, 12.5%	Hawkins, Inc.	\$0.335 / pound
Sulfuric Acid, 40% Totes	Hawkins, Inc.	\$0.48 / pound
Sulfuric Acid, 93%	Hawkins, Inc.	\$0.19 / pound
Poly DADMAC 20	Hexagon Technologies	\$1.55 / pound
Anionic Polyacrylamide	Sioux Valley Environmental	\$1.85 / pound
Acetic Acid 56	Hawkins, Inc.	\$1.70 / pound
Anionic Flocculant	Sioux Valley Environmental	\$1.34 / pound

The recommendation is to award the 2026 chemical bids as listed above.

The estimated chemical use for 2026 with bid results from ITB26024 reflect a 7.8% increase in costs compared to 2025.

Sincerely,

Troy B. Hall  
Water Utility Director

Sincerely,

Brian A. Ward  
Water Plant Superintendent

ITB26024

**FARGO WATER TREATMENT PLANT**  
**2026 ANNUAL CHEMICAL BIDDING SUMMARY OF QUALIFYING BIDS**

Product Name	Vendor	Estimated Annual	Tons, lbs. or gallons	Unit Price \$ per	Estimated Annual Cost	Payment Method	Recommendation
Aluminum Sulfate	Chemtrade	70,000	lbs	0.2566	\$17,962.00	PO	Accept
	Hawkins Inc.	70,000	lbs	0.18	\$12,600.00	PO	
Anhydrous Ammonia	Hawkins, Inc.	54,000	lbs	3.25	\$175,500.00	PO	Accept
Citric Acid, 50%	Hawkins, Inc.	60,000	lbs	0.9225	\$55,350.00	PO	Accept
	Shannon Chemical Corp.	60,000	lbs	0.944	\$56,640.00	PO	
Hydrofluosilicic Acid	Hawkins Inc.	200,000	lbs	0.51	\$102,000.00	PO	Accept
Hydrogen Peroxide, 34%	Hawkins, Inc.	62,000	lbs	0.60	\$37,200.00	PO	Accept
	USP Technologies	62,000	lbs	0.57	\$35,340.00	PO	
Lime	Graymont (WI) LLC	4,400	Tons	300.50	\$1,322,200.00	PO	Accept
Liquid Carbon Dioxide	Linde, Inc	650	Tons	184.00	\$119,600.00	PO	Accept
	American Welding & Gas	650	Tons	179.00	\$116,350.00	PO	
	Central McGowan	650	Tons	210.00	\$136,500.00	PO	
Liquid Chlorine	Hawkins	135	Tons	2,175.00	\$293,625.00	PO	Accept
Liquid Oxygen	American Welding & Gas	330	Tons	201.40	\$66,462.00	PO	Accept
	Central McGowan	330	Tons	178.73	\$58,980.90	PO	
	Linde	330	Tons	144.54	\$47,698.20	PO	
Aluminum Chlorohydrate	Chemtrade	2,000,000	lbs	0.75	\$1,500,000.00	PO	Accept
	Hawkins	2,000,000	lbs	0.565	\$1,130,000.00	PO	
	USALCO, LLC	2,000,000	lbs	0.67	\$1,340,000.00	PO	
Polyphosphate	Carus LLC	110,000	lbs	1.56	\$171,600.00	PO	Accept
	Shannon Chemical Corp.	110,000	lbs	1.63	\$179,300.00	PO	
Ferric Sulfate 60%	Chemtrade	125,000	gallons	4.9433	\$617,912.50	PO	Accept
	Hawkins Inc.	125,000	gallons	3.20	\$400,000.00	PO	
Soda Ash	Killoran T&B, Inc.	1,200	Tons	453.10	\$543,720.00	PO	Accept
	Thatcher Company, Inc.	1,200	Tons	462.40	\$554,880.00	PO	
	Dubois Chemicals, Inc.	1,200	Tons	430.00	\$516,000.00	PO	
Sodium Bisulfite, 38%	Hawkins, Inc.	70,000	lbs	0.37	\$25,900.00	PO	Accept
	Thatcher Company, Inc.	70,000	lbs	0.549	\$38,430.00	PO	
Sodium Hydroxide, 50%	Univar Solutions	1,200,000	lbs	0.2156	\$258,720.00	PO	Accept
	Catalynt Solutions, Inc.	1,200,000	lbs	2.1500	\$2,580,000.00	PO	
	Hawkins, Inc.	1,200,000	lbs	0.28	\$336,000.00	PO	
Sodium Hypochlorite, 12.5%	Hawkins Inc.	100,000	lbs	0.335	\$33,500.00	PO	Accept
Sulfuric Acid, 40% Totes	Hawkins, Inc.	22,000	lbs	0.48	\$10,560.00	PO	Accept
Sulfuric Acid, 93%	Hawkins Inc.	1,400,000	lbs	0.19	\$266,000.00	PO	Accept
Poly DADMAC 20	Hexagon Technologies	50,000	lbs	1.55	\$77,500.00	PO	Accept
Anionic Polyacrylamide	Sioux Valley Environmental	6,600	lbs.	1.85	\$12,210.00	PO	Accept
Acetic Acid 56	Hawkins Inc.	2,250	lbs	1.70	\$3,825.00	PO	Accept
Anionic Flocculant	Sioux Valley Environmental	66,000	lbs	1.34	\$88,440.00	PO	Accept
	Hawkins	66,000	lbs	2.60	\$171,600.00	PO	

2026 Estimated Chemical Cost of Bid Chemicals =

\$5,154,918.20

The recommendation is to accept bid chemicals as listed above.



November 19, 2025

Honorable Board of City Commissioners

City of Fargo

21

Commissioners,

The following is in Reference to City Auditors Ad number ITB26025. Bid opening was conducted on November 12, 2025.

Please find attached the bid tabulation sheet listing all bids received for supplying chemicals to the Water Reclamation Utility for 2026. Listed below is staff recommendations for each chemical, based on recent bids.

item #	Product Name	Vendor	Price \$ Per PO	Unit
23	Azone 15/ Sodium Hypochlorite	Hawkins	3.63	/gallon
24	Pretreat Plus Antiscalant	Hawkins	24.05	/gallon
25	Caustic Soda, 30%	Hawkins	4.98	/gallon
26	Caustic Soda 50%	Hawkins	0.51	/pound
27	Ferric Chloride, 35%	Hawkins	0.68	/pound
28	Ammonium Hydroxide, 19%	Hawkins	0.695	/pound
29	Sulfuric Acid, 40%	Hawkins	5.20	/pound
30	Citric Acid, 50%	Hawkins	1.19	/pound
31	Odor Control/Hydrogen Sulfide	Electric Pump	120.00	/FT³ media
32	Odor Control/Broad Spectrum	Electric Pump	110.00	/FT³ media
33	Calcium Nitrate / Bulk	Hawkins	3.15	/gallon
	Calcium Nitrate / Tote	Hawkins	4.75	/gallon
34	n.a.			
35	Hydrogen Peroxide 34% / Bulk	US Peroxide	4.05	/gallon
	Hydrogen Peroxide 34% / Tote	Hawkins	5.66	/gallon
36	Cationic Flocculant (polymer)	Hawkins^	1.80	/pound
		SVEN^	1.80	/pound

^The utility received two bidders for item 36 Cationic Flocculant. Currently staff is adapting to process changes with that specific treatment process. Having flexibility with multiple vendors will allow us the capacity to experiment with different products. All in an effort to gain efficiencies within the dewatering process.

Recommendation;

Water Reclamation Staff recommendation to City Commission is to award the 2026 chemical bids to the aforementioned vendors and their respective chemicals.

Respectfully,

Mark M. Miller  
Utility Superintendent  
Water Reclamation Utility



**Water Treatment Plant**  
435 14th Avenue South  
Fargo, ND 58103  
Office: 701.241.1469 | Fax: 701.241.8110  
[www.FargoND.gov](http://www.FargoND.gov)

(28)

November 20, 2025

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

**Subject: Two Month Agreement Extension – Sun Electric, Inc.**

Dear Commissioners:

I am writing to request your consideration to extend electrical services by Sun Electric, Inc. (Sun) until February 28, 2026. Sun has provided full-time electrical services to the water utility for the past four (4) years. After an RFP process in 2020, Sun was selected with potential year-to-year extensions. Due to other available work in the region, Sun has elected not to extend electrical services for 2026. However, they have indicated services can continue to the end of February at an hourly rate of \$110. Due to the critical electrical project workload, the water utility recommends taking this offer to continue critical project work.

Water utility staff is working with the Finance Department for long-term electrical services. Electrical services are a specific line item in the water treatment plant operations budget.

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall  
Water Utility Director

**RECOMMENDED MOTION: Move to extend electrical services with Sun Electric, Inc. until February 28, 2026 for an estimated \$35,000.**

## Troy Hall

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**From:** Nicholas Sauer  
**Sent:** Friday, October 31, 2025 2:09 PM  
**To:** Troy Hall  
**Cc:** Daniel Portlock  
**Subject:** FW: 2026 Maintenance

Food for thought: Sun gave us an option to extend the contract through the end of Feb.

Nic Sauer, PE  
Control Systems Manager  
City of Fargo Water Treatment Plant  
Office: 701-476-6725

**From:** Ryan Tougas <[rtougas@suninc.us](mailto:rtougas@suninc.us)>  
**Sent:** Friday, October 31, 2025 1:38 PM  
**To:** Nicholas Sauer <[nsauer@FargoND.gov](mailto:nsauer@FargoND.gov)>  
**Subject:** 2026 Maintenance

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

Nic,

After talking with Steve and Jake, we would be able to extend our contract through the end of February, but the condition would be we would need to raise our straight time rate to \$110 per hour for Jake starting January 1<sup>st</sup>.

Let me know your thoughts

Thanks



**Ryan Tougas**

Project Manager Sun Electric Inc.

**M:** 701-361-1954

**E:** [rtougas@suninc.us](mailto:rtougas@suninc.us)

**A:** 411 39th St N. Fargo, ND 58102

**P:** 701-281-9140

**W:** [www.sunelectricND.com](http://www.sunelectricND.com)

REPORT OF ACTIONUTILITY COMMITTEE

(29)

Project: N/A

Type: General Engineering Consulting Service Extension

Location: Water, Water Reclamation and Solid Waste Utilities

Date of Hearing: 11-5-2025

<u>Routing</u>	<u>Date</u>
City Commission	<u>11-24-2025</u>
Project File	<u>                    </u>

Jim Hausauer, Water Reclamation Utility Director presented the attached memo and draft extension agreement for General Engineering Consulting Services for Water, Water Reclamation and Solid Waste Utilities. The current Engineering Consulting Service Agreements for the Water, Water Reclamation, and Solid Waste Utilities are due to expire on December 31, 2025. The Agreements provide outside professional engineering support to the three Departments on an as-needed basis. The Agreements are with consulting engineering firms who were selected through a formal RFP process. The Departments advertised and interviewed multiple engineering consulting firms and the selections were based on a scoring system that included prior related technical experience, qualifications of assigned personnel and cost of services. At this time, the Utilities have Agreements with the following engineering firms:

- AE2S
- Apex Engineering Group
- Stantec
- Houston Engineering
- Burian and Associates
- HDR

The concept of professional engineering services agreements to support the Enterprise Departments was originally adopted by the City Commission in late 2001. The primary reasons for the engineering services agreements were related to long-term infrastructure planning, financial modeling, as well as, design and construction of prioritized infrastructure improvements. Since original adoption in 2001, the agreements have been instrumental in the planning and completion of major infrastructure improvements for the City of Fargo.

The General Engineering Services Agreements are “open-end” agreements in which specific Task Orders (scope and fee) are negotiated and issued on an as-needed basis. Under the agreements, the Task Orders are subject to the following approval structure:

<u>Scope &amp; Fee Amount</u>	<u>Approval Requirements</u>
\$0 - \$15,000	Director
\$15,001 - \$100,000	Director and Utility Committee
\$100,001 – Higher	Director, Utility Committee & City Commission

Water, Water Reclamation and Solid Waste staff have been satisfied with the quality and timeliness of the work being performed by the current engineering consultants. The consultants have demonstrated a high level of technical expertise and knowledge related to their respective Department responsibilities and functions. For these reasons, Water, Water Reclamation and Solid Waste staff recommend a three-year extension of the current General Engineering Services Agreements.

On a motion by Scott Liudahl, seconded by Troy Hall, the Utility Committee voted to approve three-year extensions for General Engineering Consulting Services for Water, Water Reclamation and Solid Waste Utilities.

**Recommended Motion:**

Concur with the Utility Committee recommendation to approve three-year extensions for General Engineering Consulting Services for Water, Water Reclamation and Solid Waste Utilities.

<u>Committee</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	X	X	Virtual	
Susan Thompson, Finance Director	X	X	Virtual	
Brian Ward, Water Plant Superintendent	X	X		
Mark Miller, Water Reclamation Plant Supt.	X	X		
Bruce Grubb, Temp. PT City Administrator	X	X		
Scott Liudahl, City Forester	X	X		
Scott Olson, Solid Waste Utility Director	X	X		
Jim Hausauer, Water Reclamation Utility Dir.	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director	X	X		
Tom Knakmuhs, City Engineer	X	X	Virtual N. Boerboom - proxy	
Dan Portlock, Water Utility Engineer	X	X		
Brenda Derrig, Assistant City Administrator	X	X	Virtual	

ATTEST:

  
 Jim Hausauer  
 Water Reclamation Utility Director

C: Mayor Mahoney  
 Commissioner Strand  
 Commissioner Piepkorn  
 Commissioner Turnberg

November 5, 2025

**MEMORANDUM**

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**To:** Utility Committee  
**From:** Troy Hall, Water Utility Director  
Jim Hausauer, Water Reclamation Utility Director *JH*  
Scott Olson, Solid Waste Utility Director  
**Re:** Enterprise Utilities Consulting Service Agreement Extension

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**INTRODUCTION/BACKGROUND**

The current Engineering Consulting Service Agreements (Agreements) for the Water, Water Reclamation, and Solid Waste Departments are due to expire on December 31, 2025. The Agreements provide outside professional engineering support to the four Departments on an as-needed basis. The Agreements are with consulting engineering firms who were selected through a formal RFP process. The Departments advertised and interviewed multiple engineering consulting firms and the selections were based on a scoring system that included prior related technical experience, qualifications of assigned personnel and cost of services. At this time, the Utilities have Agreements with the following engineering firms:

***Water, Water Reclamation, Solid Waste Utility Consulting Services***

- AE2S
- Apex Engineering Group
- Stantec
- Houston Engineering
- Burian and Associates
- HDR

The concept of professional engineering services agreements to support the Enterprise Departments was originally adopted by the City Commission in late 2001. The primary reasons for the engineering services agreements were related to long-term infrastructure planning, financial modeling, as well as, design and construction of prioritized infrastructure improvements. Since original adoption in 2001, the agreements have been instrumental in the planning and completion of major infrastructure improvements for the City of Fargo.

**AGREEMENT EXTENSIONS**

The General Engineering Services Agreements are “open-end” agreements in which specific Task Orders (scope and fee) are negotiated and issued on an as-needed basis. Under the agreements, the Task Orders are subject to the following approval structure:

<u>Scope &amp; Fee Amount</u>	<u>Approval Requirements</u>
\$0 - \$15,000	Director
\$15,001 - \$100,000	Director and Utility Committee
\$100,001 – Higher	Director, Utility Committee & City Commission

Water, Water Reclamation and Solid Waste staff have been satisfied with the quality and timeliness of the work being performed by the current engineering consultants. The consultants have demonstrated a high level of technical expertise and knowledge related to their respective Department responsibilities and functions. For these reasons, Water, Water Reclamation and Solid Waste staff recommend a three-year extension of the current General Engineering Services Agreements. Your consideration in this matter is greatly appreciated.

**SUGGESTED MOTION**

Approve three-year extensions to the current Water, Water Reclamation and Solid Waste General Engineering Services Agreements.

**EXTENSION TO AGREEMENT**

**THIS AGREEMENT**, for **CONSULTING SERVICES**, entered into this 19 day of November, 2025, by and between the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called “City”, and HDR Engineering, Inc, of 101 S Phillips Ave Ste 401, Sioux Falls, SD 57104, hereinafter referred to as “Engineer.”

**WITNESSETH:**

**WHEREAS**, City has solicited proposals for engineering services and has previously entered into an Agreement with Engineer which was effective January 1, 2021 through December 31, 2025;

**WHEREAS**, the Engineer has agreed to and has provided engineering services to the City of Fargo and, specifically, its Enterprise Utility Departments including water reclamation, solid waste, and water utility;

**WHEREAS**, the City has been satisfied with Engineer’s services;  
desires to extend the Agreement from January 1, 2026, through December 31, 2028; and

**WHEREAS**, the parties wish to memorialize an extension from January 1, 2026 through December 31, 2028, on the terms and conditions hereinafter stated,

**NOW, THEREFORE**, it is hereby agreed as follows:

1. The Engineering Services Contract between the City and Engineer shall extend from January 1, 2026 through December 31, 2028. To the extent the Engineer entered into separate agreements corresponding to different Enterprise Utility Departments to provide engineering services, each agreement is extended from January 1, 2026, trough December 31, 2028.

2. Total compensation due Engineer shall not be limited in amount, provided, however, that all tasks over Fifteen Thousand Dollars (\$15,000.00) up to One Hundred Thousand Dollars (100,000.00) shall require a signed Task Order duly approved by the City of Fargo Utility Committee. Anything over that amount will require further action including approval by the Board of City Commissioners.

Those tasks under Fifteen Thousand Dollars (\$15,000.00) shall only require execution by the Department Director and/or City Engineer.

3. Engineer agrees to furnish an updated Schedule of Standard Hourly Rates on or before January 1, 2026.

4. Nothing in this Agreement shall be construed as promising any amount of work to Engineer. The City has full discretion to utilize or not to utilize Engineer's services.

5.. Except as modified hereby, all of the terms of the original Agreement between the parties shall remain in full force and effect.

Dated as of the day and year first above written.

**CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation**

By

\_\_\_\_\_  
Dr. Tim Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
City Auditor

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



\_\_\_\_\_  
ENGINEER

By Jason Kjenstad

Its Sr. Vice President

Date: 11/19/2025

**EXTENSION TO AGREEMENT**

**THIS AGREEMENT**, for **CONSULTING SERVICES**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called "City", and Houston Eng. Inc., of Fargo, ND, hereinafter referred to as "Engineer."

**WITNESSETH:**

**WHEREAS**, City has solicited proposals for engineering services and has previously entered into an Agreement with Engineer which was effective January 1, 2021 through December 31, 2025;

**WHEREAS**, the Engineer has agreed to and has provided engineering services to the City of Fargo and, specifically, its Enterprise Utility Departments including water reclamation, solid waste, and water utility;

**WHEREAS**, the City has been satisfied with Engineer's services; desires to extend the Agreement from January 1, 2026, through December 31, 2028; and

**WHEREAS**, the parties wish to memorialize an extension from January 1, 2026 through December 31, 2028, on the terms and conditions hereinafter stated,

**NOW, THEREFORE**, it is hereby agreed as follows:

1. The Engineering Services Contract between the City and Engineer shall extend from January 1, 2026 through December 31, 2028. To the extent the Engineer entered into separate agreements corresponding to different Enterprise Utility Departments to provide engineering services, each agreement is extended from January 1, 2026, through December 31, 2028.

2. Total compensation due Engineer shall not be limited in amount, provided, however, that all tasks over Fifteen Thousand Dollars (\$15,000.00) up to One Hundred Thousand Dollars (100,000.00) shall require a signed Task Order duly approved by the City of Fargo Utility Committee. Anything over that amount will

require further action including approval by the Board of City Commissioners. Those tasks under Fifteen Thousand Dollars (\$15,000.00) shall only require execution by the Department Director and/or City Engineer.

3. Engineer agrees to furnish an updated Schedule of Standard Hourly Rates on or before January 1, 2026.

4. Nothing in this Agreement shall be construed as promising any amount of work to Engineer. The City has full discretion to utilize or not to utilize Engineer's services.

5.. Except as modified hereby, all of the terms of the original Agreement between the parties shall remain in full force and effect.

Dated as of the day and year first above written.

**CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation**

By

\_\_\_\_\_  
Dr. Tim Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
City Auditor

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

  
\_\_\_\_\_  
ENGINEER

By  \_\_\_\_\_

Its  \_\_\_\_\_

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

**EXTENSION TO AGREEMENT**

**THIS AGREEMENT**, for **CONSULTING SERVICES**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called "City", and Apex Engineering Group of 4733 Amber Valley Pkwy hereinafter referred to as "Engineer." Fargo, ND 58104

**WITNESSETH:**

**WHEREAS**, City has solicited proposals for engineering services and has previously entered into an Agreement with Engineer which was effective January 1, 2021 through December 31, 2025;

**WHEREAS**, the Engineer has agreed to and has provided engineering services to the City of Fargo and, specifically, its Enterprise Utility Departments including water reclamation, solid waste, and water utility;

**WHEREAS**, the City has been satisfied with Engineer's services; desires to extend the Agreement from January 1, 2026, through December 31, 2028; and

**WHEREAS**, the parties wish to memorialize an extension from January 1, 2026 through December 31, 2028, on the terms and conditions hereinafter stated,

**NOW, THEREFORE**, it is hereby agreed as follows:

1. The Engineering Services Contract between the City and Engineer shall extend from January 1, 2026 through December 31, 2028. To the extent the Engineer entered into separate agreements corresponding to different Enterprise Utility Departments to provide engineering services, each agreement is extended from January 1, 2026, through December 31, 2028.
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require further action including approval by the Board of City Commissioners. Those tasks under Fifteen Thousand Dollars (\$15,000.00) shall only require execution by the Department Director and/or City Engineer.

3. Engineer agrees to furnish an updated Schedule of Standard Hourly Rates on or before January 1, 2026.

4. Nothing in this Agreement shall be construed as promising any amount of work to Engineer. The City has full discretion to utilize or not to utilize Engineer's services.

5.. Except as modified hereby, all of the terms of the original Agreement between the parties shall remain in full force and effect.

Dated as of the day and year first above written.

**CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation**

By

\_\_\_\_\_  
Dr. Tim Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
City Auditor

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

Apex Engineering Group  
ENGINEER

By Harla J. Olson

Its Vice President

Date: 11-24-2025

**EXTENSION TO AGREEMENT**

**THIS AGREEMENT**, for **CONSULTING SERVICES**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called “City”, and **Advanced Engineering and Environmental Services, LLC**, hereinafter referred to as “Engineer.”

**WITNESSETH:**

**WHEREAS**, City has solicited proposals for engineering services and has previously entered into an Agreement with Engineer which was effective January 1, 2021 through December 31, 2025;

**WHEREAS**, the Engineer has agreed to and has provided engineering services to the City of Fargo and, specifically, its Enterprise Utility Departments including water reclamation, solid waste, and water utility;

**WHEREAS**, the City has been satisfied with Engineer’s services;  
desires to extend the Agreement from January 1, 2026, through December 31, 2028; and

**WHEREAS**, the parties wish to memorialize an extension from January 1, 2026 through December 31, 2028, on the terms and conditions hereinafter stated,

**NOW, THEREFORE**, it is hereby agreed as follows:

1. The Engineering Services Contract between the City and Engineer shall extend from January 1, 2026 through December 31, 2028. To the extent the Engineer entered into separate agreements corresponding to different Enterprise Utility Departments to provide engineering services, each agreement is extended from January 1, 2026, through December 31, 2028.

2. Total compensation due Engineer shall not be limited in amount, provided, however, that all tasks over Fifteen Thousand Dollars (\$15,000.00) up to One Hundred Thousand Dollars (100,000.00) shall require a signed Task Order duly approved by the City of Fargo Utility Committee. Anything over that amount will

require further action including approval by the Board of City Commissioners. Those tasks under Fifteen Thousand Dollars (\$15,000.00) shall only require execution by the Department Director and/or City Engineer.

3. Engineer agrees to furnish an updated Schedule of Standard Hourly Rates on or before January 1, 2026.

4. Nothing in this Agreement shall be construed as promising any amount of work to Engineer. The City has full discretion to utilize or not to utilize Engineer's services.

5.. Except as modified hereby, all of the terms of the original Agreement between the parties shall remain in full force and effect.

Dated as of the day and year first above written.

**CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation**

By

\_\_\_\_\_  
Dr. Tim Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
City Auditor

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

\_\_\_\_\_  
ENGINEER

By Ryan Grubb

Its Operations Manager

Date: 11-18-2025

**EXTENSION TO AGREEMENT**

**THIS AGREEMENT**, for **CONSULTING SERVICES**, entered into this 17<sup>th</sup> day of November, 2025, by and between the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called “City”, and **Stantec Consulting Services Inc.**, of Fargo, North Dakota, hereinafter referred to as “Engineer.”

**WITNESSETH:**

**WHEREAS**, City has solicited proposals for engineering services and has previously entered into an Agreement with Engineer which was effective January 1, 2021 through December 31, 2025;

**WHEREAS**, the Engineer has agreed to and has provided engineering services to the City of Fargo and, specifically, its Enterprise Utility Departments including water reclamation, solid waste, and water utility;

**WHEREAS**, the City has been satisfied with Engineer’s services;  
desires to extend the Agreement from January 1, 2026, through December 31, 2028; and

**WHEREAS**, the parties wish to memorialize an extension from January 1, 2026 through December 31, 2028, on the terms and conditions hereinafter stated,

**NOW, THEREFORE**, it is hereby agreed as follows:

1. The Engineering Services Contract between the City and Engineer shall extend from January 1, 2026 through December 31, 2028. To the extent the Engineer entered into separate agreements corresponding to different Enterprise Utility Departments to provide engineering services, each agreement is extended from January 1, 2026, through December 31, 2028.

2. Total compensation due Engineer shall not be limited in amount, provided, however, that all tasks over Fifteen Thousand Dollars (\$15,000.00) up to One Hundred Thousand Dollars (100,000.00) shall require a signed Task Order duly approved by the City of Fargo Utility Committee. Anything over that amount will require further action including approval by the Board of City Commissioners. Those

tasks under Fifteen Thousand Dollars (\$15,000.00) shall only require execution by the Department Director and/or City Engineer.

3. Engineer agrees to furnish an updated Schedule of Standard Hourly Rates on or before January 1, 2026.

4. Nothing in this Agreement shall be construed as promising any amount of work to Engineer. The City has full discretion to utilize or not to utilize Engineer's services.

5.. Except as modified hereby, all of the terms of the original Agreement between the parties shall remain in full force and effect.

Dated as of the day and year first above written.

**CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation**

By

\_\_\_\_\_  
Dr. Tim Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
City Auditor

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

**Stantec Consulting Services Inc.**

**ENGINEER**

Ambuehl, Megan

By

\_\_\_\_\_  
Megan Ambuehl

Its Principal / Business Center Practice Leader

Date: 11/17/2025

Digitally signed by Ambuehl, Megan  
DN: CN="Ambuehl, Megan",  
OU=Internal, OU=users,  
OU=stantec, DC=corp, DC=ids  
Date: 2025.11.17 16:03:15-0600

**EXTENSION TO AGREEMENT**

**THIS AGREEMENT**, for **CONSULTING SERVICES**, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the **CITY OF FARGO, NORTH DAKOTA**, a municipal corporation, hereinafter called "City", and **BURIAN & ASSOCIATES, LLC**, of Fargo, North Dakota, hereinafter referred to as "Engineer."

**WITNESSETH:**

**WHEREAS**, City has solicited proposals for engineering services and has previously entered into an Agreement with Engineer which was effective January 1, 2021 through December 31, 2025;

**WHEREAS**, the Engineer has agreed to and has provided engineering services to the City of Fargo and, specifically, its Enterprise Utility Departments including water reclamation, solid waste, and water utility;

**WHEREAS**, the City has been satisfied with Engineer's services;  
desires to extend the Agreement from January 1, 2026, through December 31, 2028; and

**WHEREAS**, the parties wish to memorialize an extension from January 1, 2026 through December 31, 2028, on the terms and conditions hereinafter stated,

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tasks under Fifteen Thousand Dollars (\$15,000.00) shall only require execution by the Department Director and/or City Engineer.

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4. Nothing in this Agreement shall be construed as promising any amount of work to Engineer. The City has full discretion to utilize or not to utilize Engineer's services.

5.. Except as modified hereby, all of the terms of the original Agreement between the parties shall remain in full force and effect.

Dated as of the day and year first above written.

**CITY OF FARGO, NORTH DAKOTA, a  
municipal corporation**

By

\_\_\_\_\_  
Dr. Tim Mahoney, Mayor

ATTEST:

\_\_\_\_\_  
City Auditor

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

Burian & Associates, LLC

\_\_\_\_\_  
ENGINEER

By Steve L. Burian

Its President & CEO

Date: 11/17/2025