

FARGO CITY COMMISSION AGENDA
Tuesday, September 3, 2024 - 4:00 p.m.

Executive Session at 4:00 p.m.

Roll Call.

PLEASE NOTE: The City Commission will convene in the City Commission Chambers at 4:00 p.m. on Tuesday, September 3, 2024, and retire into Executive Session in the Red River Room for the purpose of attorney consultation and to discuss whether to participate in the Class Action Settlements involving Tyco and BASF; and attorney consultation to discuss threatened litigation regarding an employment matter. To discuss these matters in open session would have an adverse fiscal effect on the bargaining or litigation position of the public entity. Therefore, 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. They are rebroadcast Mondays at 5:00 p.m., Thursdays at 7:00 p.m. and Saturdays at 8:00 a.m. They are also included in the video archive at www.FargoND.gov/CityCommission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, August 19, 2024).

CONSENT AGENDA – APPROVE THE FOLLOWING:

- 1. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 23-0211 of Article 23-02 of Chapter 23 of the Fargo Municipal Code Relating to the Electrical Code; 1st reading, 8/19/24.
- 2. 2nd reading, waive reading and final adoption of an Ordinance Rezoning a Certain Parcel of Land Lying in Schatz Fifth Addition to the City of Fargo, Cass County, North Dakota; 1st reading, 8/19/24.
- 3. Amended Findings of Fact, Conclusions and Order of the Board of City Commissioners of the City of Fargo for property located at 909 4th Street North.
- 4. Site Authorization for Game of Chance:
 - a. Fargo Youth Hockey Association at Fargo Youth Hockey Main Office.
- 5. Applications for Games of Chance:
 - a. Essentia Health Fargo Foundation for bingo/raffle on 10/3/24.
 - b. Farm in the Dell of the Red River Valley for a raffle on 10/28/24.
 - c. ND FFA Foundation for a raffle on 11/9/24.
 - d. NDSU Agribusiness, Applied Econ for a raffle on 11/15/24.

- e. NDSU Foundation for a raffle on 9/21/24.
 - f. St. John Paul II Catholic Schools for a raffle on 9/6/24.
 - g. St. John Paul II Catholic Schools for a raffle on 4/26/25.
6. Notice of Grant Award from the ND Department of Health and Human Services for EPR Statewide Response (CFDA #93.069).
 7. Bid award to Dakota Underground Company in the amount of \$17,960,631.45 for Improvement District No. BR-23-G3 (NDDOT Project No. TMA-SU-8-984(169)).
 8. Memorandum of Offer to Landowner for Permanent Easement (Storm Sewer and Utility) and Permanent Easement (Sidewalk) with Northern States Power Company (Improvement District No. PR-24-A1).
 9. US Department of the Interior US Geological Survey Joint Funding Agreement for Water Resource Investigations for installation and maintenance of a webcam monitoring system for the Red River at 2nd Street South.
 10. Pipeline License with BNSF Railway Company (Improvement District No. UR-24-C1).
 11. Change Order No. 3 in the amount of \$23,469.07 for Improvement District No. BR-24-B1.
 12. Change Order No. 3 in the amount of \$54,433.09 for Improvement District No. BR-24-A1.
 13. Negative Final Balancing Change Order No. 3 in the amount of -\$50,999.20 for Improvement District No. BR-23-J1.
 14. Change Order No. 1 for time extensions to 6/13/25 for Substantial Completion Date and 7/14/25 for Final Completion Date for Improvement District No. BR-24-G1.
 15. Amendment No. 1 in the amount of \$10,670.00 for Improvement District No. BR-26-B0.
 16. Easement (Temporary Construction Easement) with Sysco North Dakota, Inc. (Improvement District No. NR-24-C1).
 17. Create Improvement District No. UR-24-F (Sanitary Sewer Lining).
 18. Create Improvement District No. BN-24-B (New Paving and Utility Construction).
 19. Negative Final Balancing Change Order No. 2 in the amount of -\$9,173.06 for Project No. UN-23-B2.
 20. NDDOT Cost Participation, Construction and Maintenance Agreements – LPA Federal Aid Projects for Red River Shared Use Path Phase 2 and Drain 27 Crossing (Project Nos. SN-24-A1 and SN-25-A1).
 21. Change Order No. 2 in the amount of \$74,240.00 for Project No. NR-24-B2.
 22. Bid advertisement for Project No. UR-24-I (Sanitary Sewer Repair and Incidentals).
 23. Change Order No. 3 in the amount of \$3,132.79 for Fire Station No. 8 (electrical construction contract).

24. Change Orders for Fire Station No. 8 (general construction contract):
 - a. No. 16 in the amount of \$2,100.00.
 - b. No. 17 in the amount of -\$4,043.00
 - c. No. 18 in the amount of \$6,608.60

25. Items from the FAHR Staff meeting:
 - a. Receive and file Sales Tax update.
 - b. Authorization of up to \$99,500.00 in funding from FARGODOME permanent fund for the purpose of hiring a firm to prepare a campaign of factual information pieces surrounding the planned FARGODOME remodel project.
 - c. Approve MOU with Craftwell including City of Fargo's share of landscaping initial costs of \$6,980.00.
 - d. Approve 2023 ACFR & Audit Report.
 - e. Authorize contract amendment/extension (RFP22106) with czb, LLC as the consultant for the Fargo Growth Plan 2024.
 - f. Approve funding sources for the NP Parking Garage construction.
 - g. Approve Resolution identifying projects to be included in the Fall 2024 Tax-Exempt Appropriation Bond.

26. Resolution approving Plat of Westrac Fifth Addition.

27. Accept donation and budget adjustment for Police Department in the amount of \$7,000.00 raised through Hometown Hero's event.

28. Extension of the 2022/2023 Services Agreements – Snow Hauling Trucking Services with Master Construction; Lenzmeier Trucking Inc.; and Diesel Dogs Trucking, LLC for the 2024/2025 snow season (RFP22137).

29. Extension of the 2022/2023 Services Agreement – Sidewalk Snow and Ice Removal Services City Owned Properties with Turf Tamers LLC and Valley Green & Associates for the 2024/2025 snow season (RFP22129).

30. Extension of the 2023/2024 Street Snow Plowing Services Agreement with Master Construction Company for the 2024/2025 snow season (RFP23138).

31. Extension of the 2022/2023 Services Agreement – Snow Groomer Equipment Services with Midwest Snow Services LLC for the 2024/2025 winter season with a 3% hourly price increase (RFP22156).

32. Extension of the 2022/2023 Services Agreement - Sidewalk Snow and Ice Removal Services City Owned Properties with Valley Green & Associates for the 2024/2025 snow season (RFP22139).

33. Interim Joint Powers Agreement with the City of Moorhead for implementation of the Transit Reorganization Study.

34. ND Department of Transportation State Aid for Public Transit Agreement for FY 2025.

35. Operation and maintenance surcharge increase for Southeast Cass Sewer District 89-1.

36. Amendment No. 1 to Task Order No. 10 with AE2S in the amount of \$42,400.00 for Improvement District No. BN-23-F0.

37. Amendment No. 1 to Task Order No. 11 with AE2S in the amount of \$21,900.00 for Project No. WW1707.
38. Change Order No. 5 from PKG Contracting, Inc. in the amount of \$523,095.00 for complete heating ventilation and plumbing improvements associated with the Trickling Filter Pump Station for Project WW1701 (Phase IIB Improvements).
39. Task Order No. 12 with AE2S in the amount of \$70,000.00 for preliminary engineering, final design and bidding services for Lift Station No. 62 improvements (Project No. WW2005).
40. Bills.

REGULAR AGENDA:

41. Construction update.

PUBLIC HEARINGS - 5:15 pm:

42. **PUBLIC HEARING** – WITHDRAWN – Application for an ownership change for the Class “Z” Alcoholic Beverage License for Vault Partners LLP d/b/a Fort Noks located at 52 Broadway North; continued from the 7/22/24 Regular Meeting.
43. **PUBLIC HEARING** – Application for an ownership change for the Class “GH” Alcoholic Beverage License for Slice, LLC to Blarney Stone Pub LLC d/b/a Duane’s House of Pizza located at 1629 South University Drive.
44. **PUBLIC HEARING** – Application for a Class “O” Alcoholic Beverage License for Agassiz Wine d/b/a Agassiz Wine to be located at 612 23rd Street South.
45. **PUBLIC HEARING** – Application to transfer the Class “A” Alcoholic Beverage License from Jones Enterprises, Inc. d/b/a Slammers to Jones Enterprises, Inc. d/b/a Xcalibur Entertainment located at 707 28th Avenue North.
46. 2nd reading and final adoption of an Ordinance Enacting Article 10-14 of Chapter 10 of the Fargo Municipal Code Relating to Camping on Public Property; 1st reading, 8/19/24.
 - a. Recommendation to adopt a Resolution Regarding Ordinance Prohibiting Camping on Public Property and Rights of Way in the City of Fargo.
47. Department updates on The Arbors.
48. Recommendation for appointments to the Housing and Redevelopment Authority.
49. Applications for Property Tax Exemptions for Improvements Made to Buildings:
 - a. Benjamin Balas and Erin Conwell, 1258 4th Street North (5 years).
 - b. James and Deneen Gilmour, 3061 Bohnet Boulevard North (5 years).
 - c. Nelvin and Jeanette Miller, 323 21st Street South (5 years).
 - d. Howard and Kathleen Fulks, 1719 10th Street South (5 years).
50. Liaison Commissioner Assignment Updates.
51. **RESIDENT COMMENTS** (Fargo residents will be offered 2.5 minutes for comment with a maximum of 30 minutes total for all resident comments. Residents who would like to address the Commission, whether virtually or in person, must sign-up at FargoND.gov/VirtualCommission).

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.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____



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

1
2 WHEREAS, the electorate of the city of Fargo has adopted a home rule charter in
3 accordance with Chapter 40-05.1 of the North Dakota Code; and,

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

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

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

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

13 NOW, THEREFORE,

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

15 Section 1. Amendment.

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

18 23-0211. Installations must conform to certain regulations before certificate issued.-- No
19 certificate of approval shall be issued for electric light, power, and heating installations unless such
20 installations are in strict conformity with the provisions of this chapter, the statutes of the state of
21 North Dakota, the North Dakota State Wiring Standards, Article 24.1-06 of the North Dakota
22 Administrative Code, as amended herein, the ordinances, rules and regulations issued by the board of
23 city commissioners of the city of Fargo, under authority of the state statutes, and unless they are in
conformity with approved methods of construction for safety to life and property. The regulations as
laid down in the ~~2020~~ 2023 edition of the National Electrical Code as currently adopted by the State
of North Dakota, as approved by the American Standards Association and in the National Electrical

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 Safety Code, as approved by the American Standards Association, and other installation and safety
2 regulations approved by the American Standards Association, together with the current standards as
3 published by the National Fire Protection Association, shall be prima facie evidence of such approved
4 methods.

5 Section 2. Amendment.

6 With respect to the North Dakota State Wiring Standards, Article 24.1-06 of the North
7 Dakota Administrative Code, as the same are adopted by reference, Subsections 10 and 11 of
8 Section 24.1-06-02-10, are hereby amended to read:

- 9
- 10 10. Exception: 2023 edition, National Electrical Code (first version, printed in
11 2022), article 210.12(B): AFCI protection is ~~not~~ required for the following:
- 12 a. Refrigeration appliances if a single receptacle on a dedicated circuit is
13 installed;
 - 14 b. Furnaces used for main heating source.
- 15
- 16 11. Exception: 2023 edition, National Electrical Code (first version, printed in
17 2022), article 210.8(A): GFCI protection shall ~~not~~ be required for
18 refrigeration appliances in dwelling units if a single receptacle on an
19 individual branch circuit is installed.
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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date.

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

3
4 _____
5 Timothy J. Mahoney, M.D., Mayor

6
7
8
9 Attest:

10 _____
11 Steven Sprague, City Auditor

12 First Reading:
13 Second Reading:
14 Final Passage:
15 Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2

ORDINANCE NO. _____

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

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

8 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
9 request on June 4, 2024; and,

10 WHEREAS, the rezoning changes were approved by the City Commission on August 19,
11 2024,

12 NOW, THEREFORE,

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

14 Section 1. The following described property:

15 Lot One (1), Block One (1) of Schatz Fifth Addition to the City of Fargo, Cass
16 County, North Dakota;

17 that is currently zoned "MR-3", Multi-Dwelling Residential, District will hereby retain the base
18 zoning of "MR-3", Multi-Dwelling Residential, District and enact a "PUD", Planned Unit
19 Development Overlay, as follows:

20 Residential Density

21 The residential density allowed shall be a minimum of 32 units per acre.

22 Setback

23 The rear (north) setback shall be reduced from 20 feet to 14 feet.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Building Coverage

The maximum building coverage allowed shall be 40% of lot.

Parking

The following parking requirements are as follows:

1. Efficiency units will require 1.5 parking spaces per unit.
2. One-bedroom units will require 1.75 parking spaces per unit.
3. Two-bedroom units will require 2 parking spaces per unit.
4. Three-bedroom units will require 2.25 parking space per unit.
5. Guest spaces have been incorporated to the above ratios.

Additional Standards

1. 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; glass; or commercial metal siding. 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.
2. Ground floor facades that face public streets shall have arcades, windows, entry areas, awnings, or other such features along no less than 30% of their horizontal length. If the facade facing the street is not the front it shall include the same features and/or landscaping in scale with the facade.
3. Flat roofs and rooftop equipment, such as HVAC units, shall be concealed from public view by parapets or screens, including but not limited to the back of the structure.
4. Dumpsters and outdoor storage areas must be completely screened from view. Collection area enclosures shall contain permanent walls on three (3) sides. The fourth side shall incorporate a metal gate to visually screen the dumpster or compactor.
5. The cumulative total building footprint for all accessory buildings shall be a maximum of 45 percent of the primary building coverage.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

6. No accessory buildings shall be allowed between the primary building(s) and the front or street side along public right of way or between building front and private road.

7. Individual accessory buildings shall have a maximum length of 140 feet.

8. A minimum of 40 percent of the footprint of the primary building shall be used for parking.

9. 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:

a. Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the development.

b. Parking areas that serve each primary building.

c. Any public sidewalk system along the perimeter streets adjacent to the development.

d. Where practical and appropriate, adjacent land uses and developments, including but not limited to residential developments, parks, retail shopping centers, and office buildings.

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

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

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:

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CITY ATTORNEY
Nancy J. Morris

ASSISTANT CITY ATTORNEYS
Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

August 29, 2024

3

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

RE: Dangerous Building located at 909 4th Street North, Fargo, North Dakota

Dear Commissioners,

Enclosed for your review and approval is the proposed Amendment to the Findings of Fact and Conclusions and Order regarding the dangerous building at 909 4th Street North. At its August 19, 2024 meeting, the report presented by Shawn Ouradnik, city of Fargo Building Inspections Director, was approved by the Board. As such, the City Attorney's Office was directed to prepare the appropriate Amendment to the Findings of Fact and Conclusions and Order.

Suggested Motion: I move to approve the Amendment to the Findings of Fact and Conclusions and Order, as presented.

Sincerely,



Alissa R. Farol Czapiewski
Assistant City Attorney

Enclosure

cc: Shawn Ouradnik, Inspections Department

AMENDED
FINDINGS OF FACT, CONCLUSIONS AND ORDER
of the
BOARD OF CITY COMMISSIONERS
OF THE CITY OF FARGO

Property Address: 909 4th Street North, Fargo, North Dakota

Property Owner: Wilmington Savings Fund Society, FBS, as Owner Trustee of the Residential Credit Opportunities Trust VIII-C

A hearing was held before the Board of City Commissioners of the City of Fargo on the 24th day of June, 2024 regarding the property located at 909 4th Street North, Fargo, North Dakota. Shawn Ouradnik, city of Fargo Building Inspections Director, appeared on behalf of the city of Fargo Inspections Department and provided testimony as to the condition of the property. Tyler Wirick, attorney for Wilmington Savings Fund Society, FBS, as Owner Trustee of the Residential Credit Opportunities Trust VIII-C (“Wilmington”), additionally appeared and provided testimony. At this meeting, the Board declared the structure to be a dangerous building.

On August 19, 2024, another hearing was held regarding this dangerous building. Mr. Ouradnik appeared on behalf of the city of Fargo and testified that since the Board issued its Findings of Fact, Conclusions and Order on June 24, 2024, ownership of the property had transferred to Wilmington. Mr. Wirick, Wilmington’s attorney, also appeared and testified.

The Board heard the testimony offered by Mr. Ouradnik and Mr. Wirick, considered the reports, evidence and other information presented, and hereby makes the following Amended Findings of Fact:

AMENDED FINDINGS OF FACT

1. That Wilmington is the owner of the following described real property located in the City of Fargo, County of Cass and State of North Dakota:

Lot Four (4), Block Fifteen (15), Hector’s Addition to the city of Fargo

Street address: 909 4th Street North, Fargo, North Dakota, 58102

[hereinafter “Subject Property”].

2. That at the June 24, 2024 hearing, the Board declared the structures to be dangerous buildings. At that time, the mortgage holder, Wilmington, received judgment in a foreclosure action (Case No. 09-2023-CV-02854), but a Sheriff’s sale of the Subject Property had not occurred.

3. That on July 24, 2024, a Sheriff’s sale did occur, and the Subject Property was sold to Wilmington.

4. That since ownership of the Subject Property had transferred after the Board issued its Findings of Fact, Conclusions and Order on June 24, 2024, the Board approved extending the original demolition deadline of August 23, 2024 to September 23, 2024 so that the new owner, Wilmington, may evaluate the dangerous buildings and provide a plan moving forward that is sufficient in the opinion of the Building Official.

AMENDED CONCLUSIONS AND ORDER

1. That on June 24, 2024, the Board found that the home and garage structures located at 909 4th Street North, Fargo, North Dakota 58102, were “dangerous buildings” and ordered their demolition on or before August 23, 2024.
2. The owner, Wilmington, has acknowledged this finding and waives the right to any appeal.
3. Wilmington has requested an extension of time to properly evaluate the dangerous buildings and provide a plan moving forward that is sufficient in the opinion of the Building Official by September 23, 2024.
4. The Board considered and approved this request on August 19, 2024.
5. All other terms and amendments of the Findings of Fact, Conclusions and Order shall remain in full force and effect.

IT IS HEREBY ORDERED that Wilmington or anyone else claiming an ownership interest, shall evaluate the dangerous buildings at 909 4th Street North, Fargo, North Dakota and provide a plan moving forward that is sufficient in the opinion of the Building Official or demolish the dangerous buildings by September 23, 2024.

It is further ordered that if the owner fails to evaluate and provide a sufficient plan moving forward or demolish the “dangerous buildings,” the City Auditor, Building Inspector and City Attorney are directed to act on behalf of the city of Fargo to cause the “dangerous buildings” to be demolished, and the cost of said demolition to be assessed against the Subject Property as provided in Section 21-0405 of the Fargo Municipal Code.

[Signatures on following page.]

DATED this _____ day of September, 2024.

BOARD of CITY COMMISSIONERS of the CITY
OF FARGO,
a North Dakota Municipal Corporation

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

ATTEST:

Steven Sprague, City Auditor



GAMING SITE AUTHORIZATION
ND OFFICE OF ATTORNEY GENERAL
SFN 17996 (4-2023)

4

G - _____ (_____) _____ Site License Number (Attorney General Use Only)

Full, Legal Name of Gaming Organization Fargo Youth Hockey Association
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This organization is authorized to conduct games of chance under the license granted by the North Dakota Attorney General at the following location

Name of Location Fargo Youth Hockey Association Office
--

Street 3955 40th Ave S Suite A	City Fargo	ZIP Code 58104	County Cass
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Beginning Date(s) Authorized 9/3/2024	Ending Date(s) Authorized 6/30/2025	Number of Twenty-One tables, if zero, enter "0" 0
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Specific location where games of chance will be conducted <u>and</u> played at the site (required) Fargo Youth Hockey Main Office

If conducting Raffle or Poker activity provide date(s) or month(s) of the event(s) if known to be determined raffle drawings throughout the year
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RESTRICTIONS FOR CITY/COUNTY USE ONLY

The organization must provide the City/County a list of game types included in their Internal Control Manual and have the manual available upon request. The manual must thoroughly explain each game type to be conducted. The City/County can only approve these games at the site.

ACTIVITY TO BE CONDUCTED Please check all applicable games to be conducted at site (required)

<input type="checkbox"/> Bingo	<input type="checkbox"/> Club Special	<input type="checkbox"/> Sports Pools
<input type="checkbox"/> ELECTRONIC Quick Shot Bingo	<input type="checkbox"/> Tip Board	<input type="checkbox"/> Twenty-One
<input checked="" type="checkbox"/> Raffles	<input type="checkbox"/> Seal Board	<input type="checkbox"/> Poker
<input type="checkbox"/> ELECTRONIC 50/50 Raffle	<input type="checkbox"/> Punchboard	<input type="checkbox"/> Calcuttas
<input type="checkbox"/> Pull Tab Jar	<input type="checkbox"/> Prize Board	<input type="checkbox"/> Paddlewheel with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input type="checkbox"/> ELECTRONIC Pull Tab Device		

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
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If any information above is false, it is subject to administrative action on behalf of the State of North Dakota Office of Attorney General

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 9/3/2024

PRINT Name and official position of person signing on behalf of city/county above Steven Sprague/City Auditor
--

INSTRUCTIONS:

1. City/County - Retain a **copy** of the Site Authorization for your files.
2. City/County - Return the **original** Site Authorization form to the Organization.
3. Organizations - Send the **original, signed**, Site Authorization to the Office of Attorney General with any other applicable licensing forms for final approval

RETURN ALL DOCUMENTS TO:

Office of Attorney General
Licensing Section
600 E Boulevard Ave, Dept. 125
Bismarck, ND 58505-0040
Telephone: 701-328-2329 OR 800-326-9240



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

5a

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted Raffle by a Political or Legislative District Party

Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* 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 Essentia Health Fargo Foundation		Dates of Activity (Does not include dates for the sales of tickets) 10/3/2024	
Organization or Group Contact Person Susan Omdalen	E-mail susan.omdalen@essentiahealth.org	Telephone Number 701-364-7784	
Business Address 3000 32nd Ave S	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Brewhalla	County Cass		
Site Physical Address 1702 1st Ave N	City Fargo	State ND	ZIP Code 58102
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.) Bingo and Heads and Tails raffle held on location on 10/3/2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
	Please see page two for a full list of prizes.	
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
100% of proceeds to be used towards patient-focused projects.

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)
 Yes 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)
 Yes 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)
 No Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$40,000 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.)
 Yes No

Printed Name of Organization Group's Permit Organizer Susan Omdalen	Telephone Number 701-364-7784	E-mail Address susan.omdalen@essentiahealth.org
Signature of Organization Group's Permit Organizer <i>Susan Omdalen</i>	Title Executive Director - West	Date 8-28-24



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

56

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted Raffle by a Political or Legislative District Party

Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* 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 Farm in the Dell of the Red River Valley		Dates of Activity (Does not include dates for the sales of tickets) 10/28/2024	
Organization or Group Contact Person Holly Heintzman - RDO Caters Taters for Charity	E-mail hheintzman@rdoffutt.com	Telephone Number 701-809-1081	
Business Address 7426 40th Street North	City Moorhead	State MN	ZIP Code 56561
Mailing Address (if different) PO Box 975	City Moorhead	State MN	ZIP Code 56561

SITE INFO

Site Name R.D. Offutt Company (RDO Caters Taters for Charity)		County Cass	
Site Physical Address 225 Broadway N	City Fargo	State ND	ZIP Code 58102
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.) 10/28/2024			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Prize List Attached	\$ 9,305.00
Total (limit \$40,000 per year)		\$ 9,305.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Facility improvements and upgrades

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)
 Yes 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)
 Yes 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)
 No Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$40,000 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.)
 Yes No

Printed Name of Organization Group's Permit Organizer Holly Heintzman	Telephone Number 701-809-1081	E-mail Address hheintzman@rdoffutt.com
Signature of Organization Group's Permit Organizer 	Title RDOCT Raffle Chairman	Date 8/26/2024



✓
5c

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* 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 ND FFA Foundation		Dates of Activity (Does not include dates for the sales of tickets) 11-9-2024	
Organization or Group Contact Person Beth Allen	E-mail ballen@ndffafoundation.com	Telephone Number 701-224-8390	
Business Address 909 Basin Ave Ste 2	City Bismarck	State ND	ZIP Code 58504
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Holiday Inn		County Cass County	
Site Physical Address 3803 13th Ave S	City Fargo	State ND	ZIP Code 58506
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.) one time a year.			

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

Game Type	Description of Prize	Exact Retail Value of Prize
Sell Raffle Tickets	1-Custom Gun	750.00
Total (limit \$40,000 per year)		\$ 750.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds **Mission is to support the leadership opportunities and activities of the ND FFA and agricultural education.**

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)
 Yes 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)
 Yes 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)
 No Yes - Total Retail Value: **\$750.00** (This amount is part of the total prize limit for \$40,000 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.)
 Yes No

Printed Name of Organization Group's Permit Organizer Beth Allen	Telephone Number 701-224-8390	E-mail Address ballen@ndffafoundation.com
Signature of Organization Group's Permit Organizer <i>Beth Allen</i>	Title Fiscal Manager	Date 8/26/2024



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

5d

Applying for (check one)
 Local Permit Restricted Event Permit*

Games to be conducted
 Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* 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: NDSU Agribusiness & Applied Econ Dates of Activity (Does not include dates for the sales of tickets): 11/15/24

Organization or Group/Contact Person: Eddie Nelson E-mail: eddie.nelson@ndsu.edu Telephone Number: 701-231-7441

Business Address: 811 2nd Ave N. City: Fargo State: ND ZIP Code: 58108

Mailing Address (if different): NDSU Dept 7610 PO Box 6050 City: Fargo State: ND ZIP Code: 58105

SITE INFO

Site Name: NDSU Foundation County: Cass

Site Physical Address: 1241 N. University Dr. City: Fargo State: ND ZIP Code: 58102

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.)
11/15/24

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

Game Type	Description of Prize	Exact Retail Value of Prize
raffle	yeti cooler	400.00
Total (limit \$40,000 per year)		\$

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds: student scholarships

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)
 Yes 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)?
 Yes 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)?
 No Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 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.)
 Yes No

Printed Name of Organization Group's Permit Organizer: Eddie Nelson Telephone Number: 701-231-7441 E-mail Address: eddie.nelson@ndsu.edu

Signature of Organization Group's Permit Organizer: Eddie Nelson Title: Admin Assistant Date: 8/21/24

APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL

GAMING DIVISION

SFN 9338 (9-2023)



5e

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted Raffle by a Political or Legislative District Party

Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* 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 NDSU Foundation		Dates of Activity (Does not include dates for the sales of tickets) 09/21/2024	
Organization or Group Contact Person Bethany Hardwig	E-mail bethany.hardwig@ndsufoundation.com	Telephone Number 701-231-6806	
Business Address 1241 University Dr. N	City Fargo	State ND	ZIP Code 58102
Mailing Address (if different) PO Box 5144	City Fargo	State ND	ZIP Code 58105-5144

SITE INFO

Site Name Delta Hotels by Marriott	County Cass
Site Physical Address 1635 42nd St. SW	City Fargo
	State ND
	ZIP Code 58103

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 - 9/21 Raffle board - 9/21

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	Mystery Trip	5,500.00
Raffle Board	Premier Liquor Basket	2,050.00
Raffle	Louis Vuitton Bag	2,030.00
Paddle Raffle	Scheels Gift Card	1,500.00
Paddle Raffle	14K Custom Necklace	1,900.00
Total (limit \$40,000 per year)		\$ 12,980

Intended Uses of Gaming Proceeds
Scholarships

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)

Yes 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)

Yes 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)

No Yes - Total Retail Value: (This amount is part of the total prize limit for \$40,000 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.)

Yes No

Printed Name of Organization Group's Permit Organizer Joshua Andres	Telephone Number 701-231-6854	E-mail Address josh.andres@ndsufoundation.com
Signature of Organization Group's Permit Organizer 	Title Controller	Date Aug 27, 2024



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

(5f)

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* 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 St. John Paul II Catholic Schools		Dates of Activity (Does not include dates for the sales of tickets) 09/06/24	
Organization or Group Contact Person Liz. Bassett	E-mail liz.bassett@jp2schools.org	Telephone Number 701-893-3242	
Business Address 5600 25th Street S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Shanley High School	County Cass
Site Physical Address 5600 25th Street S	City Fargo
	State ND
	ZIP Code 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 9/6/24, 9/20/24, 10/4/24, 10/17/24

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	4 drawings Cash - \$500/each	2000.00
Total (limit \$40,000 per year)		\$ 2000.00

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Support Shanley High School Student Council needs for the year

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)

Yes 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)

Yes 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)

No Yes - Total Retail Value: _____ (This amount is part of the total prize limit for \$40,000 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.)

Yes No

Printed Name of Organization Group's Permit Organizer Liz Bassett	Telephone Number 701-893-3242	E-mail Address liz.bassett@jp2schools.org
Signature of Organization Group's Permit Organizer <i>Liz Bassett</i>	Title Special Events Coordinator	Date 08/26/2024



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 GAMING DIVISION
 SFN 9338 (9-2023)

59

Applying for (check one)

Local Permit Restricted Event Permit*

Games to be conducted

Bingo Raffle Raffle Board Calendar Raffle Sports Pool Poker* Twenty-One* 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 St. John Paul II Catholic Schools		Dates of Activity (Does not include dates for the sales of tickets) 04/26/2025	
Organization or Group Contact Person Liz Bassett	E-mail liz.bassett@jp2schools.org	Telephone Number 701-893-3242	
Business Address 5600 25th Street S	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different)	City	State	ZIP Code

SITE INFO

Site Name Delta Hotels by Marriott	County Cass
Site Physical Address 1635 42nd Street SW	City Fargo
	State ND
	ZIP Code 58103

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.)

04/26/2025

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

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle	Free Tuition	\$7,000
Total (limit \$40,000 per year)		\$ 7,000

ADDITIONAL REQUIRED INFORMATION

Intended Uses of Gaming Proceeds
Support JP II Catholic Schools daily operational needs

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)

Yes 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)

Yes 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)

No Yes - Total Retail Value: 2000.00 (This amount is part of the total prize limit for \$40,000 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.)

Yes No

Printed Name of Organization Group's Permit Organizer Liz Bassett	Telephone Number 701-893-3242	E-mail Address liz.bassett@jp2schools.org
Signature of Organization Group's Permit Organizer 	Title Special Events Coordinator	Date 08/26/2024



6

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: JENN FAUL
JF
DIRECTOR OF PUBLIC HEALTH

DATE: AUGUST 16, 2024

**RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH
EMERGENCY PREPAREDNESS – EPR STATEWIDE
RESPONSE TEAM.**
NO: G23.765 CFDA: 93.069
FUNDS: \$220,105
EXPIRES: 06/30/2025

The attached notice of grant award is for hiring staff for planning and coordination of public health emergency preparedness and response activity in the state of North Dakota.

NO BUDGET ADJUSTMENT

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

Suggested Motion:

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

JF/AC
Attachment



NOTICE OF GRANT AWARD
NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES
 SFN 53771 (04-2023)

Grant Number G23.765	CFDA Name Public Health Emergency Preparedness (PHEP)	CFDA Number 93.069
FAIN Number	Grant Type (Check One) <input checked="" type="checkbox"/> Program <input type="checkbox"/> R&D	Grant Start Date 7/1/2024
	Grant End Date 6/30/2025	
Federal Award Date	Federal Awarding Agency Department of Health and Human Services	

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 PHEP – EPR Statewide Response Team	North Dakota Department of Health and Human Services (NDDHHS) Project Code 6611S327-11		
Grantee Name Fargo – Cass Public Health	Project Director Tim Wiedrich, Director		
Address 1240 – 25 th Street South	Address 1720 Burlington Drive, Suite A		
City/State/ZIP Code Fargo, ND 58103-2367	City/State/ZIP Code Bismarck, ND 58504		
Contact Name Desi Fleming	Contact Name Juli Sicker, Unit Director		
Telephone Number 701-241-1360	Telephone Number 701-328-2293		
Email Address dfleming@fargond.gov	Email Address jsickler@nd.gov		

	NDDHHS Cost Share	Grantee Cost Share	Total Costs
Amount Awarded	\$220,105	\$0	\$220,105
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded	\$220,105	\$0	\$220,105
Indirect Rate (Check One)	<input checked="" type="checkbox"/> Subrecipient waived indirect costs	<input type="checkbox"/> De minimus rate of 10%	<input type="checkbox"/> Negotiated/Approved rate of %

Scope of Service
 Grantee will complete the activities identified in Attachment A.

Reporting Requirements
 Expenditure reports must be submitted within 30 days of incurring the expense to the North Dakota Department of Health and Human Services (NDDHHS). Final expense report for the period ending June 30, 2025, must be received by July 15, 2025. A mid-year progress report, as prescribed by the NDDHHS, must be submitted by January 31, 2025, for the period of July 1, 2024, through December 31, 2024. A year-end progress report, as prescribed by the NDDHHS, must be submitted by August 31, 2025, for the period of January 1, 2025, through June 30, 2025. Payments will be processed upon Department approval of expenditure reports and progress reports.

Special Conditions
 The language contained within the Centers for Disease Control and Prevention Grant Award issued to the Department of Health and Human Services is attached by reference and made a part of this agreement.

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, 2023 to June 30, 2025 [Finance Use Only: Requirements Received; Questionnaire received] and (2) applicable State and Federal regulations.

Evidence of Grantee's Acceptance		Evidence of NDDHHS Acceptance	
Date 8/16/2024	Signature 	Date	Signature
Typed Name/Title of Authorized Representative Jenn Faul, Director of Public Health		Typed Name/Title of Authorized Representative Tim Wiedrich, Director Health Response and Licensure	
Date	Signature	Date	Signature
Typed Name/Title of Authorized Representative Timothy J. Mahoney, Mayor, City of Fargo		Typed Name/Title of Authorized Representative Sara E. Stolt, HHS Deputy Commissioner	

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.

machines to be sent back to the manufacturer for proper calibration. EPR will return the machines to the Grantee once calibration activities are completed by the manufacturer.

The following activities are also eligible for reimbursement through this award. Eligible expenses for each include equipment, office supplies, travel, salaries, rent, utilities, connectivity/communication fees, IT software, training, and professional development costs.

1. Participation in trainings, exercises, and drills as conducted by NDDHHS.
2. Active participation in and/or coordination of local planning and preparedness committees.
3. Assist local public health units with coordination of local all hazards planning with local emergency management and human service agencies.
4. Assist with maintenance of local health and medical emergency operations plans (updates should occur annually). All plans should be available in the HAN Document Library i.e., local all hazards' plans, pandemic influenza plans, risk communications plans, etc.
5. Assist with maintenance of accurate contact information for local emergency plans, regional groups, local public health groups, etc.

Other activities may be eligible for funding as mutually agreed upon between the local public health unit and the North Dakota Department of Health and Human Services, Emergency Preparedness and Response Unit.

The PHEP Statewide Response Team members funded by this grant award are expected to respond to emergency events across the State of North Dakota as requested by the North Dakota Department of Health and Human Services. However, there may be situations that prevent a team member from responding as requested. These situations may include, but are not limited to, sickness or injury; a team member's family member being sick or injured and requiring assistance with care; funeral; or an emergency identified by the local public health administrator. These and other situations will be discussed between the local public health administrator and the Director of the Health Response and Licensure Section and/or the EPR Unit Director at the time of the request.

August 27, 2024

7

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

Re: Recommendation of Award
32nd Ave S from 22nd St S to 15th St S
City of Fargo Improvement District No. BR-23-G3
NDDOT Project No. TMA-SU-8-984(169); PCN-22925

Dear Commissioners:

Bids were opened by the NDDOT on Friday, August 9 for the 32nd Avenue South project from 22nd Street South to 15th Street South.

The bids were as follows:

Dakota Underground Company	\$ 17,960,631.45
KPH, Inc.	\$ 19,940,242.93
Engineer's Estimate	\$ 18,775,132.10

Private financial security is not needed.

One protest was received amounting to less than 1% of the Improvement District.

Recommended Motion

This office recommends that the protest be declared insufficient and the contract be awarded to Dakota Underground Company in the amount of \$17,960,631.45 as the lowest and best bid.

Sincerely,



Tom Knakmuhs, P.E.
City Engineer

Attachments



ENGINEER'S STATEMENT OF ESTIMATED COST

Improvement District # BR-23-G3
TMA-SU-8-984(169) (PCN-22925)

Grading, Salvaged Base, PPC Pavement, Storm Sewer, Watermain, Traffic Signal, Lighting, and Shared Use Path

Fargo 32nd Ave S from 22nd St S to 15th St S

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

NOW THEREFORE Thomas Knakmuhs, do hereby certify as follows:

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

That the following is detailed statement of the estimated cost of the job described as:
Improvement District # BR-23-G3 of the City of Fargo, North Dakota.

Summary of low bid by Dakota Underground Company: \$17,960,631.45

Line	Description	Quantity	Unit	Unit Price	Amount
Paving					
1	CONTRACT BOND	0.54	L SUM	\$ 74,000.00	\$ 39,960.00
2	CRITICAL PATH METHOD SCHEDULE	0.54	L SUM	\$ 20,000.00	\$ 10,800.00
3	REMOVAL OF TREES 10IN	65.00	EA	\$ 300.00	\$ 19,500.00
4	REMOVAL OF PAVEMENT	19,393.00	TON	\$ 32.00	\$ 620,576.00
5	REMOVAL OF PIPE ALL TYPES AND SIZES	1,998.00	LF	\$ 55.00	\$ 109,890.00
6	REMOVAL OF MANHOLES	13.00	EA	\$ 2,500.00	\$ 32,500.00
7	REMOVAL OF CATCH BASIN	40.00	EA	\$ 700.00	\$ 28,000.00
8	COMMON EXCAVATION-TYPE A	9,880.00	CY	\$ 20.00	\$ 197,600.00
9	TOPSOIL	1,658.00	CY	\$ 40.00	\$ 66,320.00
10	TOPSOIL-IMPORTED	390.00	CY	\$ 40.00	\$ 15,600.00
11	COMMON EXCAVATION-SUBCUT	1,600.00	CY	\$ 25.00	\$ 40,000.00
12	SUBCUT AGGREGATE	1,600.00	CY	\$ 70.00	\$ 112,000.00
13	WATER	900.00	M GAL	\$ 20.00	\$ 18,000.00
14	SUBGRADE PREPARATION-TYPE A-12IN	35.00	STA	\$ 2,200.00	\$ 77,000.00
15	SEEDING CLASS III	2.36	ACRE	\$ 5,335.00	\$ 12,590.60
16	TEMPORARY COVER CROP	1.74	ACRE	\$ 495.00	\$ 861.30
17	HYDRAULIC MULCH	4.10	ACRE	\$ 4,235.00	\$ 17,363.50
18	FIBER ROLLS 12IN	306.00	LF	\$ 4.60	\$ 1,407.60
19	REMOVE FIBER ROLLS 12IN	306.00	LF	\$ 1.10	\$ 336.60

Line	Description	Quantity	Unit	Unit Price	Amount
20	TRAFFIC SERVICE AGGREGATE	365.00	TON	\$ 40.00	\$ 14,600.00
21	SALVAGED BASE COURSE	9,374.00	CY	\$ 70.00	\$ 656,180.00
22	TYPE II PIPE BEDDING	500.00	CY	\$ 35.00	\$ 17,500.00
23	COMMERCIAL GRADE HOT MIX ASPHALT	413.00	TON	\$ 315.00	\$ 130,095.00
24	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	21,746.00	SY	\$ 116.00	\$ 2,522,536.00
25	MOBILIZATION	0.54	L SUM	\$ 1,400,000.00	\$ 756,000.00
26	FLAGGING	2,200.00	MHR	\$ 55.00	\$ 121,000.00
27	TRAFFIC CONTROL SIGNS	3,648.00	UNIT	\$ 6.60	\$ 24,076.80
28	TYPE III BARRICADE	45.00	EA	\$ 110.00	\$ 4,950.00
29	SIDEWALK BARRICADE	9.00	EA	\$ 85.00	\$ 765.00
30	PEDESTRIAN WALKWAY	330.00	LF	\$ 45.00	\$ 14,850.00
31	DELINEATOR DRUMS	193.00	EA	\$ 45.00	\$ 8,685.00
32	TUBULAR MARKERS	82.00	EA	\$ 11.00	\$ 902.00
33	DELINEATOR	14.00	EA	\$ 45.00	\$ 630.00
34	FLEXIBLE DELINEATORS	11.00	EA	\$ 110.00	\$ 1,210.00
35	SEQUENCING ARROW PANEL-TYPE C	2.00	EA	\$ 1,900.00	\$ 3,800.00
36	TEMPORARY CURB RAMP	4.00	EA	\$ 440.00	\$ 1,760.00
37	PORTABLE CHANGEABLE MESSAGE SIGN	4.00	EA	\$ 4,400.00	\$ 17,600.00
38	FIELD OFFICE	1.00	EA	\$ 30,000.00	\$ 30,000.00
39	INLET PROTECTION-SPECIAL	99.00	EA	\$ 225.00	\$ 22,275.00
40	REMOVE INLET PROTECTION-SPECIAL	99.00	EA	\$ 25.00	\$ 2,475.00
41	GEOSYNTHETIC MATERIAL TYPE G	25,925.00	SY	\$ 4.00	\$ 103,700.00
42	PLUG PIPE-ALL TYPES & SIZES	2.00	EA	\$ 1,500.00	\$ 3,000.00
43	EDGEDRAIN NON PERMEABLE BASE	7,241.00	LF	\$ 14.00	\$ 101,374.00
44	CURB & GUTTER-TYPE I	1,868.00	LF	\$ 32.00	\$ 59,776.00
45	CURB & GUTTER-TYPE I 30IN	7,166.00	LF	\$ 36.00	\$ 257,976.00
46	CURB-TYPE I	71.00	LF	\$ 84.00	\$ 5,964.00
47	PIGMENTED IMPRINTED CONCRETE	434.00	SY	\$ 200.00	\$ 86,800.00
48	SIDEWALK CONCRETE 5IN REINF	5,235.00	SY	\$ 70.00	\$ 366,450.00
49	SIDEWALK CONCRETE 6IN	190.00	SY	\$ 75.00	\$ 14,250.00
50	CONCRETE MEDIAN PAVING	1,106.00	SY	\$ 89.00	\$ 98,434.00
51	CONCRETE MEDIAN NOSE PAVING	70.00	SY	\$ 250.00	\$ 17,500.00
52	DETECTABLE WARNING PANELS	228.00	SF	\$ 63.00	\$ 14,364.00
53	TEMPORARY SAFETY FENCE	125.00	LF	\$ 5.00	\$ 625.00
54	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	80.00	SF	\$ 42.00	\$ 3,360.00
55	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	140.00	SF	\$ 42.00	\$ 5,880.00
56	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	199.00	LF	\$ 15.00	\$ 2,985.00
57	RESET SIGN PANEL	1.00	EA	\$ 22.00	\$ 22.00
58	EPOXY PVMT MK MESSAGE	482.00	SF	\$ 17.20	\$ 8,290.40
59	EPOXY PVMT MK 4IN LINE	790.00	LF	\$ 0.72	\$ 568.80

Line	Description	Quantity	Unit	Unit Price	Amount
60	EPOXY PVMT MK 8IN LINE	177.00	LF	\$ 8.60	\$ 1,522.20
61	PREFORMED PATTERNED PVMT MK- MESSAGE(GROOVED)	395.00	SF	\$ 35.70	\$ 14,101.50
62	SHORT TERM MESSAGE-TYPE R	64.00	SF	\$ 71.50	\$ 4,576.00
63	SHORT TERM MESSAGE-TYPE NR	16.00	SF	\$ 50.00	\$ 800.00
64	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	3,937.00	LF	\$ 6.45	\$ 25,393.65
65	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	141.00	LF	\$ 11.50	\$ 1,621.50
66	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	1,110.00	LF	\$ 13.00	\$ 14,430.00
67	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	100.00	LF	\$ 39.30	\$ 3,930.00
68	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	140.00	LF	\$ 47.20	\$ 6,608.00
69	PREF PATT PVMT MK 7IN LINE CONTRAST- GROOVED	1,620.00	LF	\$ 15.10	\$ 24,462.00
70	LIGHTING SYSTEM	1.00	EA	\$ 326,000.00	\$ 326,000.00
71	TEMPORARY LIGHTING SYSTEM REVISION	1.00	EA	\$ 13,700.00	\$ 13,700.00
72	REMOVE LIGHTING SYSTEM	1.00	EA	\$ 12,000.00	\$ 12,000.00
73	TEMPORARY TRAFFIC SIGNALS	1.00	EA	\$ 136,000.00	\$ 136,000.00
74	REVISE TRAFFIC SIGNAL SYSTEM-SITE 2	1.00	EA	\$ 16,250.00	\$ 16,250.00
75	IT SYSTEM	1.00	EA	\$ 57,000.00	\$ 57,000.00
76	TRAFFIC SIGNAL SYSTEM - SITE 1	1.00	EA	\$ 473,000.00	\$ 473,000.00
77	BOX CULVERT JOINT REPAIR	1.00	EA	\$ 5,000.00	\$ 5,000.00
78	LANDSCAPING APPURTENANCES	1.00	L SUM	\$ 46,000.00	\$ 46,000.00
79	WOOD MULCH	35.00	CY	\$ 155.00	\$ 5,425.00
80	BENCH	2.00	EA	\$ 2,365.00	\$ 4,730.00
81	REPLANT TREES	11.00	EA	\$ 935.00	\$ 10,285.00
82	AUTUMN SPLENDOR BUCKEYE	6.00	EA	\$ 980.00	\$ 5,880.00
83	AMUR CHOKECHERRY	5.00	EA	\$ 825.00	\$ 4,125.00
84	COMMON HACKBERRY	2.00	EA	\$ 980.00	\$ 1,960.00
85	NORTHERN ACCLAIM HONEYLOCUST	4.00	EA	\$ 1,035.00	\$ 4,140.00
86	SPRING SNOW CRABAPPLE	8.00	EA	\$ 980.00	\$ 7,840.00
87	BUR OAK	3.00	EA	\$ 1,245.00	\$ 3,735.00
88	IVORY SILK LILAC	14.00	EA	\$ 935.00	\$ 13,090.00
89	HARVEST GOLD LINDEN	8.00	EA	\$ 1,245.00	\$ 9,960.00
90	ACCOLADE ELM	2.00	EA	\$ 1,035.00	\$ 2,070.00
91	PRINCETON ELM	9.00	EA	\$ 1,035.00	\$ 9,315.00
92	DAYLILIES-CONTAINER	1,232.00	EA	\$ 44.00	\$ 54,208.00
Paving Total					\$ 8,242,672.45
Storm Sewer					
93	PIPE CONC REINF 15IN CL III-STORM DRAIN	618	LF	\$ 155.00	\$ 95,790.00
94	PIPE CONC REINF 18IN CL III-STORM DRAIN	124	LF	\$ 190.00	\$ 23,560.00
95	PIPE CONC REINF 24IN CL III-STORM DRAIN	307	LF	\$ 203.00	\$ 62,321.00

Line	Description	Quantity	Unit	Unit Price	Amount
96	PIPE CONC REINF 30IN CL III-STORM DRAIN	65	LF	\$ 480.00	\$ 31,200.00
97	PIPE CONC REINF 36IN CL III-STORM DRAIN	51	LF	\$ 480.00	\$ 24,480.00
98	PIPE CONC REINF 42IN CL III-STORM DRAIN	134	LF	\$ 478.00	\$ 64,052.00
99	PIPE CONC REINF 72IN CL III STORM DRAIN	3006	LF	\$ 928.00	\$ 2,789,568.00
100	PIPE CONC REINF 78IN CL III STORM DRAIN	317	LF	\$ 1,020.00	\$ 323,340.00
101	PIPE CONDUIT 72IN-JACKED OR BORED	77	LF	\$ 3,500.00	\$ 269,500.00
102	PIPE PVC 12IN	12	LF	\$ 160.00	\$ 1,920.00
103	PIPE PVC 18IN	98	LF	\$ 220.00	\$ 21,560.00
104	PLUG PIPE-ALL TYPES & SIZES	1	EA	\$ 1,500.00	\$ 1,500.00
105	FLAP GATE 18IN	1	EA	\$ 13,500.00	\$ 13,500.00
106	SADDLE MANHOLE	6	EA	\$ 12,500.00	\$ 75,000.00
107	MANHOLE 48IN	2	EA	\$ 7,100.00	\$ 14,200.00
108	MANHOLE 60IN	2	EA	\$ 8,400.00	\$ 16,800.00
109	MANHOLE 72IN	1	EA	\$ 11,000.00	\$ 11,000.00
110	MANHOLE 84IN	7	EA	\$ 19,500.00	\$ 136,500.00
111	MANHOLE 96IN	9	EA	\$ 25,000.00	\$ 225,000.00
112	MANHOLE 108IN	3	EA	\$ 32,500.00	\$ 97,500.00
113	CASTING MOUNTABLE CURB-TYPE B	1	EA	\$ 1,500.00	\$ 1,500.00
114	INLET-TYPE 2	18	EA	\$ 4,000.00	\$ 72,000.00
115	INLET-TYPE 2 DOUBLE	11	EA	\$ 6,300.00	\$ 69,300.00
116	INLET SPECIAL-TYPE 2 48IN	1	EA	\$ 7,000.00	\$ 7,000.00
117	INLET SPECIAL-TYPE 2 60IN	1	EA	\$ 17,000.00	\$ 17,000.00
118	PIPE JOINT REPAIR	2	EA	\$ 3,850.00	\$ 7,700.00
Storm Sewer Total					\$ 4,472,791.00

Water Main and Sanitary Sewer

119	CONTRACT BOND	0.46	L SUM	\$ 74,000.00	\$ 34,040.00
120	CRITICAL PATH METHOD SCHEDULE	0.46	L SUM	\$ 20,000.00	\$ 9,200.00
121	REMOVAL OF PIPE ALL TYPES AND SIZES	9428	LF	\$ 55.00	\$ 518,540.00
122	REMOVAL OF MANHOLES	9	EA	\$ 2,500.00	\$ 22,500.00
123	MOBILIZATION	0.46	L SUM	\$ 1,400,000.00	\$ 644,000.00
124	SANITARY SEWER SERVICE CONNECTION	23	EA	\$ 8,500.00	\$ 195,500.00
125	PIPE PVC 6IN SEWER	1121	LF	\$ 110.00	\$ 123,310.00
126	PIPE PVC 8IN SEWER	210	LF	\$ 260.00	\$ 54,600.00
127	PIPE PVC 12IN SEWER	194	LF	\$ 345.00	\$ 66,930.00
128	PIPE PVC 24IN SEWER	2308	LF	\$ 640.00	\$ 1,477,120.00
129	PLUG PIPE-ALL TYPES & SIZES	2	EA	\$ 1,500.00	\$ 3,000.00
130	MANHOLE SANITARY	10	EA	\$ 13,500.00	\$ 135,000.00
131	SANITARY MANHOLE REPAIR	11	EA	\$ 6,500.00	\$ 71,500.00
132	FITTINGS-DUCTILE IRON	8641	LBS	\$ 17.00	\$ 146,897.00
133	REMOVE GATE VALVE & BOX	27	EA	\$ 700.00	\$ 18,900.00
134	GATE VALVE & BOX 6IN	16	EA	\$ 2,900.00	\$ 46,400.00
135	GATE VALVE & BOX 8IN	1	EA	\$ 3,600.00	\$ 3,600.00

Line	Description	Quantity	Unit	Unit Price	Amount
136	GATE VALVE & BOX 12IN	2	EA	\$ 6,200.00	\$ 12,400.00
137	GATE VALVE & BOX 10IN	4	EA	\$ 5,350.00	\$ 21,400.00
138	GATE VALVE & BOX 16IN	5	EA	\$ 20,600.00	\$ 103,000.00
139	HYDRANT-INSTALL 5IN	11	EA	\$ 8,000.00	\$ 88,000.00
140	REMOVE HYDRANT	11	EA	\$ 1,000.00	\$ 11,000.00
141	WATER SERVICE LINE 1IN	328	LF	\$ 97.00	\$ 31,816.00
142	WATER SERVICE LINE 1 1/2IN	72	LF	\$ 120.00	\$ 8,640.00
143	WATER SERVICE LINE 2IN	53	LF	\$ 129.00	\$ 6,837.00
144	TEMPORARY WATER SERVICE	1	L SUM	\$ 150,000.00	\$ 150,000.00
145	WATERMAIN 6IN PVC	425	LF	\$ 127.00	\$ 53,975.00
146	WATERMAIN 8IN PVC	108	LF	\$ 160.00	\$ 17,280.00
147	WATERMAIN 10IN PVC	297	LF	\$ 170.00	\$ 50,490.00
148	WATERMAIN 12IN PVC	141	LF	\$ 182.00	\$ 25,662.00
149	WATERMAIN 16IN PVC	3387	LF	\$ 173.00	\$ 585,951.00
150	CURB STOP & BOX 1IN	14	EA	\$ 800.00	\$ 11,200.00
151	CURB STOP & BOX 1 1/2IN	1	EA	\$ 1,100.00	\$ 1,100.00
152	CURB STOP & BOX 2IN	5	EA	\$ 1,400.00	\$ 7,000.00
153	WATER SERVICE CONNECTION 1IN	14	EA	\$ 900.00	\$ 12,600.00
154	WATER SERVICE CONNECTION 1 1/2IN	1	EA	\$ 1,200.00	\$ 1,200.00
155	WATER SERVICE CONNECTION 2IN	5	EA	\$ 1,500.00	\$ 7,500.00
156	BORE & PUSH 16IN WATERMAIN	80	LF	\$ 1,100.00	\$ 88,000.00
157	CURED-IN-PLACE PIPE-24IN	812	LF	\$ 460.00	\$ 373,520.00
158	INSULATION BOARD	139	CF	\$ 40.00	\$ 5,560.00

Water Main and Sanitary Sewer Total **\$ 5,245,168.00**

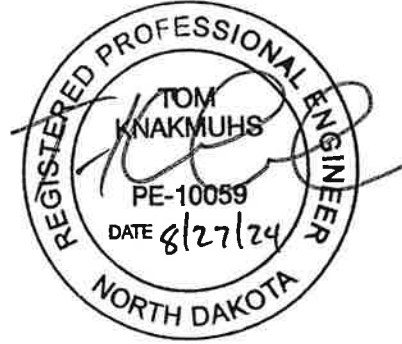
Total Construction		\$ 17,960,631.45
Outside Engineering (Estimated)		\$ 1,796,063.15
Admin		\$ 365,715.88
Legal		\$ 274,286.91
Interest		\$ 365,715.88
Contingency		\$ 914,289.70
Right-of-Way and Easements (Estimated)		\$ 400,000.00
Utility Relocation (Estimated)		\$ 400,000.00
Incentive		\$ 150,000.00
Total Estimated Costs		\$ 22,626,702.96
Federal		\$ 9,747,756.00
Special Assessments		\$ 7,074,016.69
Traffic Signal/Street Light Utility		\$ 205,754.10
Storm Utility		\$ 1,694,584.50
Waste Water Utility		\$ 1,737,455.29
Water Utility		\$ 1,826,714.07
Sales Tax		\$ 150,000.00
Prairie Dog		\$ 190,422.31

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

Date: 8/27/2024

T. Knakmuhs

Tom Knakmuhs, P.E.
City Engineer



NORTH
Dakota | Transportation
Be Legendary.™

August 9, 2024

Tom Knakmuhs
City Engineer
225 4th Street N
Fargo, ND 58102

PROJECT: TMA-SU-8-984(169), PCN 22925 -FARGO 32ND AVENUE (22ND ST-15TH STREET)

Dear Mr. Knakmuhs:

Bids for the construction on the above noted project were taken at our bid opening of August 9, 2024. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for Grade, Aggregate Base, PCC Pavement was submitted by Dakota Underground Company of Fargo, ND in the amount of \$17,960,631.45. According to the agreement with the City of Fargo, the City's share for **TMA-SU-8-984(169)** is estimated to be \$8,536,833.78. TMA Federal Funds is limited to \$9,747,756.00. The balance of the project cost is the obligation of the 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: **8/9/2024**

Project Number: **TMA-SU-8-984(169)**

PCN: **22925**

Job Number: **22925**

English/Metric: **ENGLISH**

Contract with **DAKOTA UNDERGROUND COMPANY FARGO, ND**

Signed Date:

County(s): **CASS**

Location: **32ND AVE S, FROM 22ND ST S TO 15TH ST S - FARGO**

North Dakota **FEDERAL AID**

Bid Opening Date: **8/9/2024**

Project Number: **TMA-SU-8-984(169)**

PCN: **22925**

Job Number: **22925**

English/Metric: **ENGLISH**

Roadway: **URBAN**

LRS_ID L1945_017M FR MEASURE 3.2059 TO MEASURE 3.8659

LRS_ID L519_017M FR MEASURE 5.1654 TO MEASURE 5.8254

Type: **GRADING, SALVAGED BASE, PCC PAVEMENT, WATERMAIN, TRAFFIC SIGNAL, LIGHTING, & SHARED USE PATH**

Participating: Y

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.540	L SUM	\$74,000.00	\$39,960.00
108	0001	CRITICAL PATH METHOD SCHEDULE	0.540	L SUM	\$20,000.00	\$10,800.00
201	0370	REMOVAL OF TREES 10IN	65.000	EA	\$300.00	\$19,500.00
202	0136	REMOVAL OF PAVEMENT	19,393.000	TON	\$32.00	\$620,576.00
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	1,998.000	LF	\$55.00	\$109,890.00
202	0210	REMOVAL OF MANHOLES	13.000	EA	\$2,500.00	\$32,500.00
202	0235	REMOVAL OF CATCH BASIN	40.000	EA	\$700.00	\$28,000.00
203	0101	COMMON EXCAVATION-TYPE A	9,880.000	CY	\$20.00	\$197,600.00
203	0109	TOPSOIL	1,658.000	CY	\$40.00	\$66,320.00
203	0119	TOPSOIL-IMPORTED	390.000	CY	\$40.00	\$15,600.00
203	0138	COMMON EXCAVATION-SUBCUT	1,600.000	CY	\$25.00	\$40,000.00
203	0238	SUBCUT AGGREGATE	1,600.000	CY	\$70.00	\$112,000.00
216	0100	WATER	900.000	M GAL	\$20.00	\$18,000.00
230	0165	SUBGRADE PREPARATION-TYPE A-12IN	35.000	STA	\$2,200.00	\$77,000.00
251	0300	SEEDING CLASS III	2.360	ACRE	\$5,335.00	\$12,590.60
251	2000	TEMPORARY COVER CROP	1.740	ACRE	\$495.00	\$861.30
253	0201	HYDRAULIC MULCH	4.100	ACRE	\$4,235.00	\$17,363.50
261	0112	FIBER ROLLS 12IN	306.000	LF	\$4.60	\$1,407.60
261	0113	REMOVE FIBER ROLLS 12IN	306.000	LF	\$1.10	\$336.60
302	0050	TRAFFIC SERVICE AGGREGATE	365.000	TON	\$40.00	\$14,600.00
302	0101	SALVAGED BASE COURSE	9,374.000	CY	\$70.00	\$656,180.00
302	9970	TYPE II PIPE BEDDING	500.000	CY	\$35.00	\$17,500.00
430	0500	COMMERCIAL GRADE HOT MIX ASPHALT	413.000	TON	\$315.00	\$130,095.00
550	0310	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	21,746.000	SY	\$116.00	\$2,522,536.00
702	0100	MOBILIZATION	0.540	L SUM	\$1,400,000.00	\$756,000.00
704	0100	FLAGGING	2,200.000	MHR	\$55.00	\$121,000.00
704	1000	TRAFFIC CONTROL SIGNS	3,648.000	UNIT	\$6.60	\$24,076.80
704	1052	TYPE III BARRICADE	45.000	EA	\$110.00	\$4,950.00
704	1054	SIDEWALK BARRICADE	9.000	EA	\$85.00	\$765.00
704	1058	PEDESTRIAN WALKWAY	330.000	LF	\$45.00	\$14,850.00
704	1060	DELINEATOR DRUMS	193.000	EA	\$45.00	\$8,685.00
704	1067	TUBULAR MARKERS	82.000	EA	\$11.00	\$902.00
704	1070	DELINEATOR	14.000	EA	\$45.00	\$630.00
704	1072	FLEXIBLE DELINEATORS	11.000	EA	\$110.00	\$1,210.00
704	1087	SEQUENCING ARROW PANEL-TYPE C	2.000	EA	\$1,900.00	\$3,800.00
704	2108	TEMPORARY CURB RAMP	4.000	EA	\$440.00	\$1,760.00
704	4011	PORTABLE CHANGEABLE MESSAGE SIGN	4.000	EA	\$4,400.00	\$17,600.00
706	0400	FIELD OFFICE	1.000	EA	\$30,000.00	\$30,000.00
708	1540	INLET PROTECTION-SPECIAL	99.000	EA	\$225.00	\$22,275.00
708	1541	REMOVE INLET PROTECTION-SPECIAL	99.000	EA	\$25.00	\$2,475.00
709	0100	GEOSYNTHETIC MATERIAL TYPE G	25,925.000	SY	\$4.00	\$103,700.00
714	9680	PLUG PIPE-ALL TYPES & SIZES	2.000	EA	\$1,500.00	\$3,000.00
714	9696	EDGEDRAIN NON PERMEABLE BASE	7,241.000	LF	\$14.00	\$101,374.00

North Dakota FEDERAL AID

Bid Opening Date: 8/9/2024

Project Number: TMA-SU-8-984(169)

PCN: 22925

Job Number: 22925

English/Metric: ENGLISH

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
748	0140	CURB & GUTTER-TYPE I	1,868.000	LF	\$32.00	\$59,776.00
748	0190	CURB & GUTTER-TYPE I 30IN	7,166.000	LF	\$36.00	\$257,976.00
748	0520	CURB-TYPE I	71.000	LF	\$84.00	\$5,964.00
750	0030	PIGMENTED IMPRINTED CONCRETE	434.000	SY	\$200.00	\$86,800.00
750	0120	SIDEWALK CONCRETE 5IN REINF	5,235.000	SY	\$70.00	\$366,450.00
750	0140	SIDEWALK CONCRETE 6IN	190.000	SY	\$75.00	\$14,250.00
750	0200	CONCRETE MEDIAN PAVING	1,106.000	SY	\$89.00	\$98,434.00
750	0210	CONCRETE MEDIAN NOSE PAVING	70.000	SY	\$250.00	\$17,500.00
750	2115	DETECTABLE WARNING PANELS	228.000	SF	\$63.00	\$14,364.00
752	0911	TEMPORARY SAFETY FENCE	125.000	LF	\$5.00	\$625.00
754	0110	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	80.000	SF	\$42.00	\$3,360.00
754	0112	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	140.000	SF	\$42.00	\$5,880.00
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	199.000	LF	\$15.00	\$2,985.00
754	0592	RESET SIGN PANEL	1.000	EA	\$22.00	\$22.00
762	0112	EPOXY PVMT MK MESSAGE	482.000	SF	\$17.20	\$8,290.40
762	0113	EPOXY PVMT MK 4IN LINE	790.000	LF	\$0.72	\$568.80
762	0115	EPOXY PVMT MK 8IN LINE	177.000	LF	\$8.60	\$1,522.20
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	395.000	SF	\$35.70	\$14,101.50
762	0440	SHORT TERM MESSAGE-TYPE R	64.000	SF	\$71.50	\$4,576.00
762	0442	SHORT TERM MESSAGE-TYPE NR	16.000	SF	\$50.00	\$800.00
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	3,937.000	LF	\$6.45	\$25,393.65
762	1307	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	141.000	LF	\$11.50	\$1,621.50
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	1,110.000	LF	\$13.00	\$14,430.00
762	1317	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	100.000	LF	\$39.30	\$3,930.00
762	1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	140.000	LF	\$47.20	\$6,608.00
762	1344	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	1,620.000	LF	\$15.10	\$24,462.00
770	0001	LIGHTING SYSTEM	1.000	EA	\$326,000.00	\$326,000.00
770	4503	TEMPORARY LIGHTING SYSTEM REVISION	1.000	EA	\$13,700.00	\$13,700.00
770	4567	REMOVE LIGHTING SYSTEM	1.000	EA	\$12,000.00	\$12,000.00
772	2810	TEMPORARY TRAFFIC SIGNALS	1.000	EA	\$136,000.00	\$136,000.00
772	2907	REVISE TRAFFIC SIGNAL SYSTEM-SITE 2	1.000	EA	\$16,250.00	\$16,250.00
772	9200	IT SYSTEM	1.000	EA	\$57,000.00	\$57,000.00
772	9811	TRAFFIC SIGNAL SYSTEM - SITE 1	1.000	EA	\$473,000.00	\$473,000.00
930	9671	BOX CULVERT JOINT REPAIR	1.000	EA	\$5,000.00	\$5,000.00
970	0001	LANDSCAPING APPURTENANCES	1.000	L SUM	\$46,000.00	\$46,000.00
970	0074	WOOD MULCH	35.000	CY	\$155.00	\$5,425.00
970	0300	BENCH	2.000	EA	\$2,365.00	\$4,730.00
970	1025	REPLANT TREES	11.000	EA	\$935.00	\$10,285.00
970	2032	AUTUMN SPLENDOR BUCKEYE	6.000	EA	\$980.00	\$5,880.00
970	2045	AMUR CHOKECHERRY	5.000	EA	\$825.00	\$4,125.00
970	2050	COMMON HACKBERRY	2.000	EA	\$980.00	\$1,960.00
970	2150	NORTHERN ACCLAIM HONEYLOCUST	4.000	EA	\$1,035.00	\$4,140.00
970	2202	SPRING SNOW CRABAPPLE	8.000	EA	\$980.00	\$7,840.00
970	2330	BUR OAK	3.000	EA	\$1,245.00	\$3,735.00
970	2392	IVORY SILK LILAC	14.000	EA	\$935.00	\$13,090.00
970	2436	HARVEST GOLD LINDEN	8.000	EA	\$1,245.00	\$9,960.00

North Dakota **FEDERAL AID**

Bid Opening Date: **8/9/2024**

Project Number: **TMA-SU-8-984(169)**

PCN: **22925**

Job Number: **22925**

English/Metric: **ENGLISH**

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
970 2449	ACCOLADE ELM	2.000	EA	\$1,035.00	\$2,070.00
970 2472	PRINCETON ELM	9.000	EA	\$1,035.00	\$9,315.00
970 6016	DAYLILIES-CONTAINER	1,232.000	EA	\$44.00	\$54,208.00
				Subtotal	\$8,242,672.45
				Eng and Contg	\$0.00
				Total	\$8,242,672.45

Length 0.6600 Miles CASS 0.6600 Miles

Estimated Cost		<u>Construction</u>
		\$8,242,672.45
TMA FEDERAL FUNDS	80.93%	\$6,670,794.81
TMA FARGO CITY FUNDS	19.07%	\$1,571,877.64

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

North Dakota **FEDERAL AID**

Bid Opening Date: **8/9/2024**

Project Number: **TMA-SU-8-984(169)**

PCN: **22925**

Job Number: **22925**

English/Metric: **ENGLISH**

Roadway: **URBAN**

LRS_ID L1945_017M FR MEASURE 3.2059 TO MEASURE 3.8659

LRS_ID L519_017M FR MEASURE 5.1654 TO MEASURE 5.8254

Type: **STORM SEWER-DRAINAGE**

Participating: **Y**

Spec Code	Item Description	Quantity	Unit	Unit Price	Amount
714 0210	PIPE CONC REINF 15IN CL III-STORM DRAIN	618.000	LF	\$155.00	\$95,790.00
714 0315	PIPE CONC REINF 18IN CL III-STORM DRAIN	124.000	LF	\$190.00	\$23,560.00
714 0620	PIPE CONC REINF 24IN CL III-STORM DRAIN	307.000	LF	\$203.00	\$62,321.00
714 0825	PIPE CONC REINF 30IN CL III-STORM DRAIN	65.000	LF	\$480.00	\$31,200.00
714 0910	PIPE CONC REINF 36IN CL III-STORM DRAIN	51.000	LF	\$480.00	\$24,480.00
714 1010	PIPE CONC REINF 42IN CL III-STORM DRAIN	134.000	LF	\$478.00	\$64,052.00
714 1512	PIPE CONC REINF 72IN CL III STORM DRAIN	3,006.000	LF	\$928.00	\$2,789,568.00
714 1611	PIPE CONC REINF 78IN CL III STORM DRAIN	317.000	LF	\$1,020.00	\$323,340.00
714 4169	PIPE CONDUIT 72IN-JACKED OR BORED	77.000	LF	\$3,500.00	\$269,500.00
714 7030	PIPE PVC 12IN	12.000	LF	\$160.00	\$1,920.00
714 7036	PIPE PVC 18IN	98.000	LF	\$220.00	\$21,560.00
714 9680	PLUG PIPE-ALL TYPES & SIZES	1.000	EA	\$1,500.00	\$1,500.00
714 9910	FLAP GATE 18IN	1.000	EA	\$13,500.00	\$13,500.00
722 0080	SADDLE MANHOLE	6.000	EA	\$12,500.00	\$75,000.00
722 0100	MANHOLE 48IN	2.000	EA	\$7,100.00	\$14,200.00
722 0110	MANHOLE 60IN	2.000	EA	\$8,400.00	\$16,800.00
722 0120	MANHOLE 72IN	1.000	EA	\$11,000.00	\$11,000.00
722 0130	MANHOLE 84IN	7.000	EA	\$19,500.00	\$136,500.00
722 0140	MANHOLE 96IN	9.000	EA	\$25,000.00	\$225,000.00
722 0200	MANHOLE 108IN	3.000	EA	\$32,500.00	\$97,500.00
722 3490	CASTING MOUNTABLE CURB-TYPE B	1.000	EA	\$1,500.00	\$1,500.00
722 3510	INLET-TYPE 2	18.000	EA	\$4,000.00	\$72,000.00
722 3520	INLET-TYPE 2 DOUBLE	11.000	EA	\$6,300.00	\$69,300.00
722 3701	INLET SPECIAL-TYPE 2 48IN	1.000	EA	\$7,000.00	\$7,000.00
722 3761	INLET SPECIAL-TYPE 2 60IN	1.000	EA	\$17,000.00	\$17,000.00
910 0800	PIPE JOINT REPAIR	2.000	EA	\$3,850.00	\$7,700.00
Subtotal					\$4,472,791.00
Eng and Contg					\$0.00
Total					\$4,472,791.00

Length 0.6600 Miles CASS 0.6600 Miles

Estimated Cost		Construction
		\$4,472,791.00
TMA FEDERAL FUNDS	61.55%	\$2,753,002.86
TMA FARGO CITY FUNDS	38.45%	\$1,719,788.14

North Dakota **FEDERAL AID**

Bid Opening Date: **8/9/2024**

Project Number: **TMA-SU-8-984(169)**

PCN: **22925**

Job Number: **22925**

English/Metric: **ENGLISH**

Roadway: **URBAN**

LRS_ID L1945_017M FR MEASURE 3.2059 TO MEASURE 3.8659

LRS_ID L519_017M FR MEASURE 5.1654 TO MEASURE 5.8254

Type: **WATERMAIN-SANITARY SEWER**

Participating: **N**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	0.460	L SUM	\$74,000.00	\$34,040.00
108	0001	CRITICAL PATH METHOD SCHEDULE	0.460	L SUM	\$20,000.00	\$9,200.00
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	9,428.000	LF	\$55.00	\$518,540.00
202	0210	REMOVAL OF MANHOLES	9.000	EA	\$2,500.00	\$22,500.00
702	0100	MOBILIZATION	0.460	L SUM	\$1,400,000.00	\$644,000.00
714	7040	SANITARY SEWER SERVICE CONNECTION	23.000	EA	\$8,500.00	\$195,500.00
714	7048	PIPE PVC 6IN SEWER	1,121.000	LF	\$110.00	\$123,310.00
714	7050	PIPE PVC 8IN SEWER	210.000	LF	\$260.00	\$54,600.00
714	7150	PIPE PVC 12IN SEWER	194.000	LF	\$345.00	\$66,930.00
714	7168	PIPE PVC 24IN SEWER	2,308.000	LF	\$640.00	\$1,477,120.00
714	9680	PLUG PIPE-ALL TYPES & SIZES	2.000	EA	\$1,500.00	\$3,000.00
722	0300	MANHOLE SANITARY	10.000	EA	\$13,500.00	\$135,000.00
722	3300	SANITARY MANHOLE REPAIR	11.000	EA	\$6,500.00	\$71,500.00
724	0210	FITTINGS-DUCTILE IRON	8,641.000	LBS	\$17.00	\$146,897.00
724	0270	REMOVE GATE VALVE & BOX	27.000	EA	\$700.00	\$18,900.00
724	0300	GATE VALVE & BOX 6IN	16.000	EA	\$2,900.00	\$46,400.00
724	0310	GATE VALVE & BOX 8IN	1.000	EA	\$3,600.00	\$3,600.00
724	0314	GATE VALVE & BOX 12IN	2.000	EA	\$6,200.00	\$12,400.00
724	0315	GATE VALVE & BOX 10IN	4.000	EA	\$5,350.00	\$21,400.00
724	0317	GATE VALVE & BOX 16IN	5.000	EA	\$20,600.00	\$103,000.00
724	0410	HYDRANT-INSTALL 5IN	11.000	EA	\$8,000.00	\$88,000.00
724	0430	REMOVE HYDRANT	11.000	EA	\$1,000.00	\$11,000.00
724	0611	WATER SERVICE LINE 1IN	328.000	LF	\$97.00	\$31,816.00
724	0616	WATER SERVICE LINE 1 1/2IN	72.000	LF	\$120.00	\$8,640.00
724	0621	WATER SERVICE LINE 2IN	53.000	LF	\$129.00	\$6,837.00
724	0670	TEMPORARY WATER SERVICE	1.000	L SUM	\$150,000.00	\$150,000.00
724	0810	WATERMAIN 6IN PVC	425.000	LF	\$127.00	\$53,975.00
724	0830	WATERMAIN 8IN PVC	108.000	LF	\$160.00	\$17,280.00
724	0840	WATERMAIN 10IN PVC	297.000	LF	\$170.00	\$50,490.00
724	0850	WATERMAIN 12IN PVC	141.000	LF	\$182.00	\$25,662.00
724	0852	WATERMAIN 16IN PVC	3,387.000	LF	\$173.00	\$585,951.00
724	0905	CURB STOP & BOX 1IN	14.000	EA	\$800.00	\$11,200.00
724	0907	CURB STOP & BOX 1 1/2IN	1.000	EA	\$1,100.00	\$1,100.00
724	0910	CURB STOP & BOX 2IN	5.000	EA	\$1,400.00	\$7,000.00
724	0955	WATER SERVICE CONNECTION 1IN	14.000	EA	\$900.00	\$12,600.00
724	0958	WATER SERVICE CONNECTION 1 1/2IN	1.000	EA	\$1,200.00	\$1,200.00
724	0960	WATER SERVICE CONNECTION 2IN	5.000	EA	\$1,500.00	\$7,500.00
724	1216	BORE & PUSH 16IN WATERMAIN	80.000	LF	\$1,100.00	\$88,000.00
724	1524	CURED-IN-PLACE PIPE-24IN	812.000	LF	\$460.00	\$373,520.00
744	0050	INSULATION BOARD	139.000	CF	\$40.00	\$5,560.00

Subtotal **\$5,245,168.00**

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

North Dakota **FEDERAL AID**

Bid Opening Date: **8/9/2024**

Project Number: **TMA-SU-8-984(169)**

PCN: **22925**

Job Number: **22925**

English/Metric: **ENGLISH**

Eng and Contg **\$0.00**

Total **\$5,245,168.00**

Length **0.6600 Miles** **CASS** **0.6600 Miles**

Estimated Cost Construction
\$5,245,168.00

TMA FARGO CITY FUNDS **100.00%** **\$5,245,168.00**

Summary for Project

Length **0.6600 Miles** **CASS** **0.6600 Miles**

Estimated Total Construction Cost: **\$17,960,631.45**

Estimated Total Eng and Contg: **\$0.00**

	<u>Construction</u>	<u>Total</u>
Estimated Cost	\$17,960,631.45	\$17,960,631.45
TMA FEDERAL FUNDS	\$9,423,797.67	\$9,423,797.67
TMA FARGO CITY FUNDS	\$8,536,833.78	\$8,536,833.78

NDDOT TO MAKE CONTRACTOR PAYMENTS. TMA FEDERAL FUNDS FOR THIS PROJECT IS LIMITED TO \$ 9,747,756. ANY COSTS OVER THIS LIMITED AMOUNT WILL BE CITY RESPONSIBILITY.

ND DEPARTMENT OF TRANSPORTATION				ABSTRACT OF BIDS RECEIVED					
PROJECT NO. TMA-SU-8-984(169)		SHEET NO. 1 OF 4		BIDDER ENGINEERS ESTIMATE		BIDDER DAKOTA UNDERGROUND COMPANY		BIDDER KPH INC	
COUNTY & DATE CASS (017) AUG 09, 2024 09:30AM		NO. 22925		FARGO, ND		FARGO, ND		FARGO, ND	
LENGTH & TYPE FARGO 32ND AVE(22ND ST S-15TH ST S)		COMPLETION TIME 11/01/25 GRADING, SALVAGED BASE, PCC PAVEMENT,		c.c. CHECK RANK 00		c.c. BOND RANK 01		c.c. BOND RANK 02	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1000	8000000	8000000	7400000	7400000	10000000	10000000
108	CRITICAL PATH METHOD SCHEDULE	L SUM	1000	1500000	1500000	2000000	2000000	2000000	2000000
201	REMOVAL OF TREES 10IN	EA	65000	800000	5200000	300000	1950000	625000	4062500
202	REMOVAL OF PAVEMENT	TON	19393000	40000	77572000	32000	62057600	6000	70841200
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	11426000	60000	68556000	55000	62843000	1010	19393
202	REMOVAL OF MANHOLES	EA	22000	2500000	55000000	2500000	5500000	1900000	41800000
202	REMOVAL OF CATCH BASIN	EA	40000	700000	28000000	20000	2800000	1500000	6000000
203	COMMON EXCAVATION-TYPE A	CY	9880000	20000	19760000	40000	19760000	23000	22724000
203	TOPSOIL	CY	1658000	40000	66320000	40000	6632000	28000	46424000
203	TOPSOIL-IMPORTED	CY	390000	40000	15600000	40000	1560000	40000	1560000
203	COMMON EXCAVATION-SUBCUT	CY	1600000	25000	40000000	25000	4000000	16000	2560000
203	SUBCUT AGGREGATE	CY	1600000	70000	112000000	70000	11200000	77000	12320000
216	WATER	M GAL	900000	20000	18000000	20000	1800000	18000	1620000
230	SUBGRADE PREPARATION-TYPE A-12IN	STA	35000	3500000	122500000	2200000	7700000	3100000	10850000
251	SEEDING CLASS III	ACRE	2360	14000000	33040000	5335000	12590000	6000000	14160000
251	TEMPORARY COVER CROP	ACRE	1740	165000	287100	495000	861300	550000	957000
253	HYDRAULIC MULCH	ACRE	4100	3000000	12300000	4235000	17363500	4800000	19680000
261	FIBER ROLLS 12IN	LF	306000	4500	1377000	4600	1407600	5250	1606500
261	REMOVE FIBER ROLLS 12IN	LF	306000	1500	459000	1100	336600	77000	2810500
302	TRAFFIC SERVICE AGGREGATE	TON	365000	55000	20075000	40000	1460000	70000	65618000
302	SALVAGED BASE COURSE	CY	9374000	70000	65618000	70000	65618000	85000	4250000
302	TYPE II PIPE BEDDING	TON	500000	35000	17500000	35000	1750000	375000	15487500
430	COMMERCIAL GRADE HOT MIX ASPHALT	TON	413000	275000	113575000	315000	130095000	1500000	282698000
550	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	21746000	110000	239206000	116000	252253600	1300000	125000000
702	MOBILIZATION	L SUM	1000	150000000	150000000	140000000	140000000	125000000	125000000
704	FLAGGING	MHR	2200000	50000	110000000	55000	12100000	60000	13200000
704	TRAFFIC CONTROL SIGNS	UNIT	3648000	4500	16416000	6600	24076800	2500	9120000
704	TYPE III BARRICADE	EA	45000	165000	7425000	110000	4950000	125000	5625000
704	SIDEWALK BARRICADE	EA	9000	120000	1080000	85000	765000	75000	675000
704	PEDESTRIAN WALKWAY	LF	330000	40000	13200000	45000	14850000	18000	5940000
704	DELINEATOR DRUMS	EA	1930000	25000	48250000	45000	8685000	25000	4825000
704	TUBULAR MARKERS	EA	82000	10000	820000	11000	902000	6250	51250
704	DELINEATOR	EA	14000	30000	420000	45000	630000	25000	350000
704	FLEXIBLE DELINEATORS	EA	11000	30000	330000	110000	1210000	62000	682000
704	SEQUENCING ARROW PANEL-TYPE C	EA	2000	1250000	2500000	1900000	3800000	1250000	2500000
704	TEMPORARY CURB RAMP	EA	4000	600000	2400000	440000	1760000	500000	2000000
704	PORTABLE CHANGEABLE MESSAGE SIGN	EA	4000	8500000	34000000	4400000	17600000	5600000	22400000
706	FIELD OFFICE	EA	1000	3000000	30000000	30000000	30000000	30000000	30000000
708	INLET PROTECTION-SPECIAL	EA	99000	25000	2227500	22500	2227500	25500	2524500
708	REMOVE INLET PROTECTION-SPECIAL	EA	99000	25000	2227500	25000	247500	37000	366300
709	GEOSYNTHETIC MATERIAL TYPE G	SY	25925000	5000	129625000	4000	10370000	4500	11666250
714	PIPE CONC REINF 15IN CL III-STORM DRAIN	LF	618000	160000	98880000	155000	9579000	275000	16995000
714	PIPE CONC REINF 18IN CL III-STORM DRAIN	LF	124000	175000	21700000	190000	2366000	335000	4154000
714	PIPE CONC REINF 24IN CL III-STORM DRAIN	LF	307000	240000	73680000	203000	6232100	350000	10745000
714	PIPE CONC REINF 30IN CL III-STORM DRAIN	LF	65000	550000	35750000	480000	3120000	450000	29250000
714	PIPE CONC REINF 36IN CL III-STORM DRAIN	LF	51000	625000	31875000	480000	2448000	500000	2550000
714	PIPE CONC REINF 42IN CL III-STORM DRAIN	LF	134000	700000	93800000	478000	6405200	550000	7370000

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

1

AWARD TO: DAKOTA UNDERGROUND COMPANY

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 2 OF 4		ABSTRACT OF BIDS RECEIVED					
PROJECT NO. TMA-SU-8-984(169)				NO. 22925		BIDDER ENGINEERS ESTIMATE		BIDDER DAKOTA UNDERGROUND COMPANY		BIDDER KPH INC	
COUNTY & DATE CASS (017) AUG 09, 2024 09:30AM								FARGO, ND		FARGO, ND	
LENGTH & TYPE 0.660								FARGO, ND		FARGO, ND	
COMPLETION TIME FARGO 32ND AVE(22ND ST S-15TH ST S) 11/01/25 GRADING, SALVAGED BASE, PCC PAVEMENT,				c.c. CHECK RANK 00		c.c. BOND RANK 01		c.c. BOND RANK 02			
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT		
714	PIPE CONC REINF 72IN CL III STORM DRAIN	LF	3006000	1500000	390780000	928000	278956800	1100000	330660000		
714	PIPE CONC REINF 78IN CL III STORM DRAIN	LF	317000	1500000	475500000	1020000	323340000	1300000	412100000		
714	PIPE CONDUIT 72IN-JACKED OR BORED	LF	77000	3400000	261800000	3500000	269500000	3900000	300300000		
714	PIPE PVC 12IN	LF	12000	1600000	19200000	1600000	19200000	3700000	44400000		
714	PIPE PVC 18IN	LF	98000	1000000	98000000	2200000	215600000	3750000	367500000		
714	SANITARY SEWER SERVICE CONNECTION	EA	23000	2000000	46000000	8500000	195500000	7500000	172500000		
714	PIPE PVC 6IN SEWER	LF	1121000	1250000	140125000	1100000	123310000	2400000	269040000		
714	PIPE PVC 8IN SEWER	LF	210000	1500000	315000000	2600000	546000000	2550000	535500000		
714	PIPE PVC 12IN SEWER	LF	194000	1800000	349200000	3450000	669300000	2750000	533500000		
714	PIPE PVC 24IN SEWER	LF	2308000	2200000	507760000	6400000	1477120000	9500000	2192600000		
714	PLUG PIPE-ALL TYPES & SIZES	EA	5000	1500000	7500000	1500000	7500000	1000000	5000000		
714	EDGEDRAIN NON PERMEABLE BASE	LF	7241000	1500000	108615000	1480000	101374000	1600000	115856000		
714	FLAP GATE 18IN	EA	1800	6000000	6000000	13500000	13500000	14000000	14000000		
722	SADDLE MANHOLE	EA	6000	1600000	9600000	12500000	75000000	18000000	108000000		
722	MANHOLE 48IN	EA	2000	7350000	14700000	7100000	14200000	6100000	12200000		
722	MANHOLE 60IN	EA	2000	10000000	20000000	8400000	16800000	7750000	15500000		
722	MANHOLE 72IN	EA	1000	17000000	17000000	11000000	11000000	7850000	7850000		
722	MANHOLE 84IN	EA	7000	25000000	175000000	19500000	136500000	21250000	148750000		
722	MANHOLE 96IN	EA	9000	30000000	270000000	25000000	225000000	29000000	261000000		
722	MANHOLE 108IN	EA	3000	35000000	105000000	32500000	97500000	37000000	111000000		
722	MANHOLE SANITARY	EA	10000	17400000	174000000	13500000	135000000	10000000	100000000		
722	SANITARY MANHOLE REPAIR	EA	11000	20000000	220000000	6500000	71500000	16500000	181500000		
722	CASTING MOUNTABLE CURB-TYPE B	EA	1000	1100000	1100000	1500000	1500000	1350000	1350000		
722	INLET-TYPE 2	EA	18000	4500000	81000000	4000000	72000000	4100000	73800000		
722	INLET-TYPE 2 DOUBLE	EA	11000	5000000	55000000	6300000	69300000	6200000	75900000		
722	INLET SPECIAL-TYPE 2 48IN	EA	1800	10000000	18000000	7000000	7000000	5500000	5500000		
722	INLET SPECIAL-TYPE 2 60IN	EA	1000	15000000	15000000	17000000	17000000	10650000	10650000		
724	FITTINGS-DUCTILE IRON	LBS	8641000	2000000	172820000	1700000	146897000	2000000	172820000		
724	REMOVE GATE VALVE & BOX	EA	27000	7000000	189000000	7000000	189000000	10000000	270000000		
724	GATE VALVE & BOX 6IN	EA	16000	27000000	432000000	29000000	464000000	37000000	592000000		
724	GATE VALVE & BOX 8IN	EA	1000	33000000	33000000	36000000	36000000	46000000	46000000		
724	GATE VALVE & BOX 12IN	EA	2000	40000000	80000000	62000000	124000000	76000000	152000000		
724	GATE VALVE & BOX 10IN	EA	4000	48000000	192000000	53500000	214000000	63000000	252000000		
724	GATE VALVE & BOX 16IN	EA	5000	17200000	86000000	206000000	103000000	265000000	132500000		
724	HYDRANT-INSTALL 5IN	EA	11000	7900000	86900000	8000000	88000000	90000000	99000000		
724	REMOVE HYDRANT	EA	11000	1000000	11000000	1000000	11000000	10000000	11000000		
724	WATER SERVICE LINE 1IN	LF	328000	800000	262400000	970000	31816000	1000000	32800000		
724	WATER SERVICE LINE 1 1/2IN	LF	72000	900000	64800000	1200000	86400000	1100000	79200000		
724	WATER SERVICE LINE 2IN	LF	53000	1000000	53000000	1290000	68370000	2800000	148400000		
724	TEMPORARY WATER SERVICE	L SUM	1000	125000000	125000000	150000000	150000000	75000000	750000000		
724	WATERMAIN 6IN PVC	LF	425000	1150000	488750000	1270000	539750000	1380000	573780000		
724	WATERMAIN 8IN PVC	LF	108000	1300000	140400000	1600000	172800000	1480000	156600000		
724	WATERMAIN 10IN PVC	LF	297000	1500000	445500000	1700000	504900000	1680000	490050000		
724	WATERMAIN 12IN PVC	LF	141000	1800000	253800000	1820000	256620000	1850000	260850000		
724	WATERMAIN 16IN PVC	LF	3387000	2250000	762075000	1730000	585951000	2250000	762075000		
724	CURB STOP & BOX 1IN	EA	14000	1500000	21000000	8000000	112000000	14500000	203000000		
724	CURB STOP & BOX 1 1/2IN	EA	1000	1600000	1600000	11000000	11000000	14500000	14500000		

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering: 2 AWARD TO: DAKOTA UNDERGROUND COMPANY WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED. DATE OF AWARD: DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 3 OF 4		ABSTRACT OF BIDS RECEIVED			
PROJECT NO. TMA-SU-8-984(169)		NO. 22925		BIDDER ENGINEERS ESTIMATE		BIDDER DAKOTA UNDERGROUND COMPANY		BIDDER KPH INC	
COUNTY & DATE CASS (017) AUG 09, 2024 09:30AM						FARGO, ND		FARGO, ND	
LENGTH & TYPE 0.660						FARGO, ND		FARGO, ND	
COMPLETION TIME FARGO 32ND AVE(22ND ST S-15TH ST S) 11/01/25 GRADING, SALVAGED BASE, PCC PAVEMENT,				c.c. CHECK RANK 00		c.c. BOND RANK 01		c.c. BOND RANK 02	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
724	CURB STOP & BOX 2IN	EA	5000	1700000	850000	1400000	700000	1500000	750000
724	WATER SERVICE CONNECTION 1IN	EA	14000	1000000	1400000	900000	1260000	1100000	1540000
724	WATER SERVICE CONNECTION 1 1/2IN	EA	1000	1200000	1200000	1200000	1200000	1500000	1500000
724	WATER SERVICE CONNECTION 2IN	EA	5000	1400000	700000	1500000	750000	1650000	825000
724	BORE & PUSH 16IN WATERMAIN	LF	80000	2000000	16000000	1100000	8800000	1050000	8400000
724	CURED-IN-PLACE PIPE-24IN	LF	812000	600000	48720000	460000	37352000	285000	23142000
744	INSULATION BOARD	CF	139000	20000	2780000	4000	556000	22000	3058000
748	CURB & GUTTER-TYPE I	LF	1868000	30000	56040000	32000	5977600	44000	8219200
748	CURB & GUTTER-TYPE I 30IN	LF	7166000	35000	250810000	36000	25797600	44000	31530400
748	CURB-TYPE I	LF	71000	120000	8520000	84000	596400	100000	710000
750	PIGMENTED IMPRINTED CONCRETE	SY	434000	165000	71610000	20000	8680000	225000	9765000
750	SIDEWALK CONCRETE 5IN REINF	SY	5235000	65000	340275000	70000	36645000	85000	44497500
750	SIDEWALK CONCRETE 6IN	SY	190000	70000	13300000	75000	1425000	88000	1672000
750	CONCRETE MEDIAN PAVING	SY	1106000	60000	66360000	89000	9843400	100000	11060000
750	CONCRETE MEDIAN NOSE PAVING	SY	70000	100000	7000000	250000	1750000	315000	2205000
750	DETECTABLE WARNING PANELS	SF	228000	55000	12540000	63000	1436400	75000	1710000
752	TEMPORARY SAFETY FENCE	LF	125000	3000	3750000	5000	625000	4000	500000
754	FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING	SF	80000	40000	3200000	42000	336000	30000	2400000
754	FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING	SF	140000	35000	4900000	42000	588000	30000	4200000
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	199000	25000	4975000	15000	298500	26000	517400
754	RESET SIGN PANEL	EA	1000	1000000	1000000	22000	85000	85000	85000
762	EPOXY PVMT MK MESSAGE	SF	482000	15000	7230000	17200	829000	30000	1446000
762	EPOXY PVMT MK 4IN LINE	LF	790000	2500	1975000	720	56880	7000	553000
762	EPOXY PVMT MK 8IN LINE	LF	177000	4500	7965000	8600	152220	9000	159300
762	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	SF	395000	40000	15800000	35700	1410150	40000	1580000
762	SHORT TERM MESSAGE-TYPE R	SF	64000	35000	2240000	71500	457600	41000	262400
762	SHORT TERM MESSAGE-TYPE NR	SF	16000	5000	800000	50000	80000	9000	144000
762	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	LF	3937000	10000	39370000	6450	2539365	8000	3149000
762	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	LF	141000	12000	1692000	11500	162150	25000	352800
762	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	LF	1110000	15000	16650000	13000	1443000	30000	3330000
762	PREFORMED PATTERNED PVMT MK 16IN LINE-GROOVED	LF	100000	33000	3300000	39500	393000	50000	500000
762	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	LF	140000	35000	4900000	47200	660800	65000	910000
762	PREF PATT PVMT MK 7IN LINE CONTRAST-GROOVED	LF	1620000	15000	24300000	15100	2446200	22000	3564000
770	LIGHTING SYSTEM	EA	1000	300000000	300000000	326000000	326000000	350000000	350000000
770	TEMPORARY LIGHTING SYSTEM REVISION	EA	1000	12500000	12500000	13700000	13700000	15500000	15500000
770	REMOVE LIGHTING SYSTEM	EA	1000	300000000	300000000	120000000	120000000	135000000	135000000
772	TEMPORARY TRAFFIC SIGNALS	EA	1000	750000000	750000000	1360000000	1360000000	1500000000	1500000000
772	REVISE TRAFFIC SIGNAL SYSTEM-SITE 2	EA	1000	500000000	500000000	1625000000	1625000000	1800000000	1800000000
772	IT SYSTEM	EA	1000	4000000000	4000000000	5700000000	5700000000	6000000000	6000000000
772	TRAFFIC SIGNAL SYSTEM - SITE 1	EA	1000	3000000000	3000000000	4730000000	4730000000	4900000000	4900000000
910	PIPE JOINT REPAIR	EA	2000	7000000	14000000	3850000	7700000	9000000	18000000
930	BOX CULVERT JOINT REPAIR	EA	1000	5500000	5500000	5000000	5000000	10500000	10500000
970	LANDSCAPING APPURTENANCES	L SUM	1000	800000000	800000000	460000000	460000000	450000000	450000000
970	WOOD MULCH	CY	35000	150000	5250000	155000	542500	150000	5250000
970	BENCH	EA	2000	1000000	2000000	2365000	4730000	2500000	5000000
970	REPLANT TREES	EA	11000	750000	8250000	935000	1028500	1000000	11000000
970	AUTUMN SPLENDOR BUCKEYE	EA	6000	600000	3600000	980000	5880000	1000000	6000000

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: DAKOTA UNDERGROUND COMPANY

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

3

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

ND DEPARTMENT OF TRANSPORTATION				SHEET NO. 4 OF 4		ABSTRACT OF BIDS RECEIVED				
PROJECT NO. TMA-SU-8-984(169)			NO. 22925		BIDDER ENGINEERS ESTIMATE		BIDDER DAKOTA UNDERGROUND COMPANY		BIDDER KPH INC	
COUNTY & DATE CASS (017) AUG 09, 2024 09:30AM					FARGO, ND		FARGO, ND			
LENGTH & TYPE 0.660					c.c. CHECK RANK 00		c.c. BOND RANK 01		c.c. BOND RANK 02	
COMPLETION TIME 11/01/25 GRADING, SALVAGED BASE, PCC PAVEMENT,										
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT	
970	AMUR CHOKECHERRY	EA	5000	600000	300000	825000	412500	1000000	500000	
970	COMMON HACKBERRY	EA	2000	600000	120000	980000	196000	1000000	200000	
970	NORTHERN ACCLAIM HONEYLOCUST	EA	4000	600000	240000	1035000	414000	1000000	400000	
970	SPRING SNOW CRABAPPLE	EA	8000	600000	480000	980000	784000	1000000	800000	
970	BUR OAK	EA	3000	600000	180000	1245000	373500	1200000	360000	
970	IVORY SILK LILAC	EA	14000	600000	840000	935000	1309000	1000000	1400000	
970	HARVEST GOLD LINDEN	EA	8000	600000	480000	1245000	996000	1200000	960000	
970	ACCOLADE ELM	EA	2000	600000	120000	1035000	207000	1000000	200000	
970	PRINCETON ELM	EA	9000	600000	540000	1035000	931500	1000000	900000	
970	DAYLILIES-CONTAINER	EA	1232000	40000	4928000	44000	5420800	43000	5297600	
TOTAL					1875712760		1796063145		1994024293	
						NO LIMIT		NO LIMIT		
ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:			AWARD TO: DAKOTA UNDERGROUND COMPANY			WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.				
4			DATE OF AWARD			DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering				

August 20, 2024



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

**Re: Memorandum of Offer to Landowner
Permanent Easements – Improvement District #PR-24-A1**

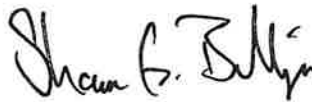
Dear Commissioners:

Enclosed and delivered to the City Commission office is an original Memorandum of Offer to Landowner document for the acquisition of (2) permanent easements in association with Improvement District #PR-24-A1. Final purchase price has been reached and at this time we are requesting authorization from the Commission to proceed with the purchase. All land acquisition procedures have been followed and the City Engineer's office recommends purchase.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the purchase of (2) permanent easements from **Northern States Power Company** in association with Improvement District #PR-24-A1 and that the Mayor is instructed to execute the Memorandum of Offer to Landowner & Easement documents on behalf of the City of Fargo.

Please return the signed originals.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Kasey McNary
Jeremy Engquist

MEMORANDUM OF OFFER TO LANDOWNER

City of Fargo, Engineering Department

Project PR-24-A1	County Cass	Parcel(s) 01-6290-00101-000
Landowner Northern States Power Company		
Mailing Address 414 Nicollet Mall Minneapolis, MN 55401		


The following-described real property and/or related temporary easement areas are being acquired for project purposes:

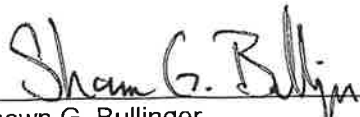
See enclosed easement(s).

I, as right of way agent for the City of Fargo, Engineering Department, am hereby authorized to offer the following amount of \$ 23,095.71 as full compensation for the fee and/or temporary taking of the foresaid parcels and all damages incidental thereto. The offer set forth has been established through one of the following, Basic Data Book, Certified Appraisal, City of Fargo Minimum Payment Policy. A breakdown of this offer is as follows:

Land	\$	_____
Easement and Access Control	\$	<u>23,095.71</u>
Improvements on Right of Way*	\$	_____
Damages to Remainder	\$	_____
Total Offer	\$	<u>23,095.71</u>

*Description of Damages to Remainder are as follows:


Owner Signature
Signature hereby constitutes acceptance of offer as presented above.


Shawn G. Bullinger
Land Acquisition Specialist, City of Fargo

Fargo City Commission has considered the offer and approves the same:



Timothy J. Mahoney
MAYOR

SIGNATURE

DATE

PERMANENT EASEMENT
(Storm Sewer and Utility)

KNOW ALL MEN BY THESE PRESENTS that the **Northern States Power Company**, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent easement under, over, upon and in the land hereinafter described for the purpose of constructing, operating, maintaining and repairing a storm sewer and other public utilities, together with the customary appurtenances, said tracts being described as follows:

"Tract - A" Description:

A 10.00 foot wide strip of land in Lot 1, Block 1 of Sheyenne Substation Subdivision on file as document 580297 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, centered on the following described line:

Commencing at the northwest corner of Section 27, Township 139 North, Range 49 West of the Fifth Principal Meridian in said City of Fargo; thence North 87°38'18" East, on the north line of said Section 27, a distance of 246.33 feet; thence South 2°21'42" East, perpendicular to said north line, a distance of 60.00 feet, to a point on the south line of 32nd Avenue South as shown on Dedication Plat document 1120433 on file and of record at the Cass County Recorder's Office, the point of beginning; thence South 45°32'10" East a distance of 53.11 feet and there terminating.

Sidelines of said strip shall be lengthened or shortened so as to terminate on said south line of 32nd Avenue South on the north.

Said strip contains 531 square feet, more or less.

"Tract - B" Description:

A 10.00 foot wide strip of land in Lot 1, Block 1 of Sheyenne Substation Subdivision on file as document 580297 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, centered on the following described line:

Commencing at the northwest corner of Section 27, Township 139 North, Range 49 West of the Fifth Principal Meridian in said City of Fargo; thence North $87^{\circ}38'18''$ East, on the north line of said Section 27, a distance of 413.56 feet; thence South $2^{\circ}21'42''$ East, perpendicular to said north line, a distance of 60.00 feet, to a point on the south line of 32nd Avenue South as shown on Dedication Plat document 1120433 on file and of record at the Cass County Recorder's Office, the point of beginning; thence South $2^{\circ}08'56''$ East a distance of 25.00 feet and there terminating.

Sidelines of said strip shall be lengthened or shortened so as to terminate on said south line of 32nd Avenue South on the north.

Said strip contains 250 square feet, more or less.

"Tract - C" Description:

A 10.00 foot wide strip of land in Lot 1, Block 1 of Sheyenne Substation Subdivision on file as document 580297 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, centered on the following described line:

Commencing at the northwest corner of Section 27, Township 139 North, Range 49 West of the Fifth Principal Meridian in said City of Fargo; thence North $87^{\circ}38'18''$ East, on the north line of said Section 27, a distance of 718.27 feet; thence South $2^{\circ}21'42''$ East, perpendicular to said north line, a distance of 60.00 feet, to a point on the south line of 32nd Avenue South as shown on Dedication Plat as document 1120433 on file and of record at the Cass County Recorder's Office, the point of beginning; thence South $37^{\circ}49'29''$ West a distance of 22.80 feet and there terminating.

Sidelines of said strip shall be lengthened or shortened so as to terminate on said south line of 32nd Avenue South on the north.

Said strip contains 228 square feet, more or less.

The easement areas are pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go under, over, in and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agrees that it will not disturb, injure, molest or in any manner interfere with said storm sewer and other public utilities and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above-described premises, and Grantor expressly warrants and states that no buildings or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said storm sewer and public utilities, including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said storm sewer and customary appurtenances was begun. Grantor shall maintain the ability to access the Easement Area to construct and maintain its facilities. Grantor shall not bear responsibility for any damage caused to the Grantee's storm sewer and other public utilities and associated improvements within the Easement Area by Grantor's performance of said maintenance and construction. Grantor shall retain the right to relocate its facilities within the Easement Area which may require Grantee to relocate said storm sewer and other public utilities and appurtenances. In the event of the relocation of said storm sewer and other public utilities and appurtenances Grantor shall provide a new easement area to Grantee at Grantee's expense.

Grantee shall accept the Easement Area in “as is” condition. Grantor makes no specific or implied disclosure or warranty as to the presence or location of Hazardous Materials (as defined below) on the Easement Area.

Except with the express written permission of Grantor, Grantee shall not bring onto the Easement Area, or permit to be brought onto the Easement Area, any Hazardous Materials, or other regulated waste or material (including but not limited to petroleum, asbestos, PCBs, coal, coal ash or coal combustion residuals), which has the potential to spill or be released onto the Easement Area or adjacent areas. In the event Grantee brings Hazardous Materials onto the Easement Area (with or without permission of Grantor), Grantee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. Grantee shall remove such Hazardous Materials from the Easement Area immediately upon request of Grantor. Grantee shall bear all costs related to environmental investigation, cleanup, removal, or restoration (including but not limited to any cleanup or restoration of any impacted wildlife, water, air, groundwater, natural resources, soil, or land, including, but not limited to, the Easement Area,) incurred as a result of the presence of such Hazardous Materials on the Easement Area, or arising out of the acts or omissions of Grantee its agents, sublessees, invitees, or employees.

- (a) The term “Hazardous Materials” includes any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed, or identified under any Environmental Laws, or which is deemed or may be deemed hazardous, dangerous, damaging or toxic to living things or the environment, and shall include, without limitation, any flammable, explosive, or radioactive materials; hazardous materials; radioactive wastes; hazardous wastes; hazardous or toxic substances or related materials; polychlorinated biphenyls; petroleum products, fractions and by-products thereof; asbestos and asbestos-containing materials; perfluoroalkyl and polyfluoroalkyl substances, medical waste, solid waste, and any excavated soil, debris, or groundwater that is contaminated with such materials.
- (b) The term “Environmental Law” includes any and all applicable environmental laws, whether imposed by statute or derived from common law including, but not limited to, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (42 U.S.C. § 9601, et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Hazardous Material Transportation Act, (49 U.S.C. § 5101, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), the Clean Air Act, (42 U.S.C. § 7401, et seq.), and applicable state counterparts, and their implementing regulations, all as amended from time-to-time, and all other comparable federal, state or local environmental, conservation or environmental protection laws, human health and safety, rules or regulations..

Release and Indemnity

- (a) As used in this Easement Agreement, the term “Claims” means (1) claims, demands, liens, suits, actions, causes of action, proceedings, orders, decrees and judgments of any kind or nature whatsoever by or in favor of anyone whomsoever including claims asserted against Grantor by a federal, state or local government entity; (2) losses, liabilities, costs, damages and expenses, including attorneys’ fees, expert witness fees, consultant fees, and court and arbitration costs, at all levels, whether or not litigation or arbitration is commenced; (3) fines and penalties; (4) environmental costs, including, but not limited to, investigation, removal, remediation, and restoration costs, natural resource damages, and consultant and other fees and expenses; (5) damages of any kind, including lost profits and consequential damages; and (6) any and all other costs or expenses.
- (b) As used in this Easement Agreement, the term “Injury” means (1) death, personal injury, or property, environmental, or natural resources damages, and any other losses, obligations or damages incurred by Grantor for which Grantor would reasonably expect to have obligations under environmental laws; (2) loss of profits or other economic injury; and (3) disease or actual or threatened health effect.
- (c) To the extent permitted by law, Grantee shall protect, defend, indemnify, release, save and hold harmless Grantor, its partners, directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims and threatened Claims arising from, alleged to arise from, resulting from or alleged to result from, in whole or in part, (1) Grantee’s actions, rights, and obligations as provided in this Easement Agreement; and (2) any act or omission of Grantee, its employees, agents, contractors, or consultants occurring with the Easement Area and involving Grantee’s construction and maintenance of a storm sewer and other public utilities and associated improvements within the Easement Area,.
- (d) The Grantee’s duty to protect, indemnify, hold harmless, release, and defend hereunder shall apply to any and all Claims and threatened Claims, and Injury, including, but not limited to:
 - (i) Claims asserted by any person or entity, including, but not limited to, employees of Grantee or its contractors, subcontractors, or their employees, and federal, state, or local government;
 - (ii) Claims arising from the presence, release, disturbance, and/or exacerbation of any Hazardous Materials as defined above, regardless of origin, in, on, over, or around the Easement Area, or the off-site transportation and/or

disposal of any Hazardous Materials. This indemnification and release does not apply, however, to any Claims arising out of or related to Hazardous Materials first generated, and brought onto and introduced to the Property, by Grantor, unless such pre-existing Hazardous Materials are disturbed or exacerbated by Grantee; and

- (iii) Claims arising from, or alleged to be arising in any way from, the acts or omissions of Grantee, its employees, agents, contractors, or consultants.

- (e) Notwithstanding any provision of the foregoing that may be interpreted to the contrary, this indemnity will not apply to any Claims if and to the extent directly caused by the negligence or willful misconduct of Grantor. Grantee's obligations under this Section shall survive the expiration or termination of the Easement Agreement until satisfied.

Grantee, in its use of said premises, shall comply with all pertinent laws, codes, ordinances, and regulations to the same extent that the same would enforceable against Grantor if it were the acting party, including, but not restricted to the attached "Exhibit B."

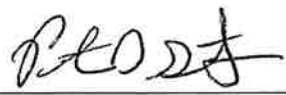
In the event Grantee shall at any time discontinue the use of the Easement Area for the purposes herein specified, then and in such event this agreement, and the easements herein granted, and all rights and privileges hereunder, shall terminate, excepting that the provisions regarding release and indemnity shall remain in force and effect as to any incident occurring prior to the date of such termination.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 20 day of July, 2024.

GRANTOR:

**Northern States Power Company
a Minnesota corporation**




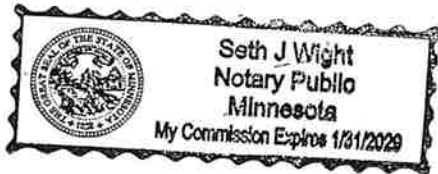
By: Peter D. Gitzen
Its; Manager Siting & Land Rights Xcel Energy Services Inc.an Authorized Agent for Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy

STATE OF MINNESOTA)

COUNTY OF HENNEPIN)

On this 20 day of July, 2024, before me, a notary public in and for said county and state, personally appeared Peter D. Gitzen to me known to be the Manager Siting & Land Rights Xcel Energy Services Inc.an Authorized Agent for Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)


Notary Public
My Commission Expires: 1/31/2029

GRANTEE:

**City of Fargo, North Dakota, a North Dakota
Municipal Corporation**

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

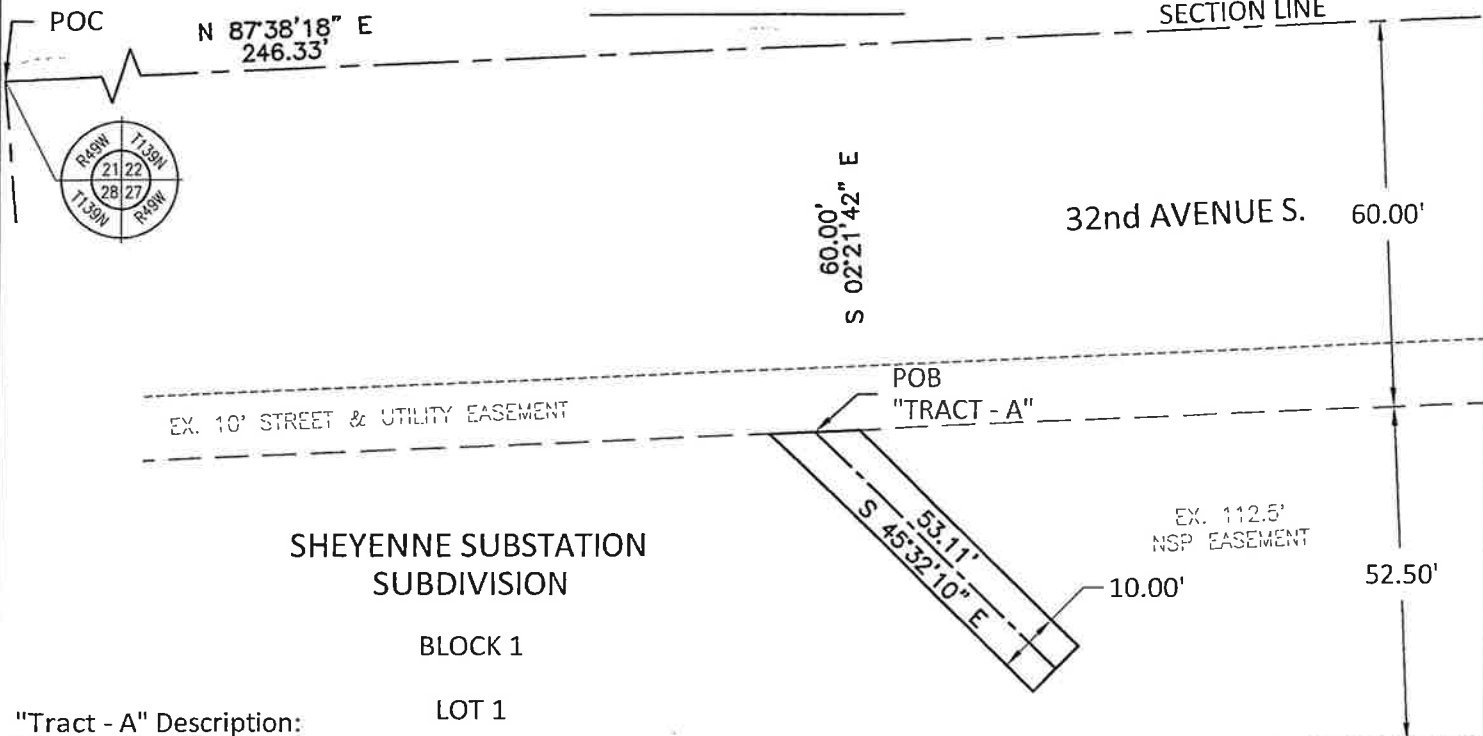
(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering
225 4th Street North
Fargo ND 58102
(701) 476-6638

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street N.
Fargo, ND 58102
(701) 232-8957

EXHIBIT A



"Tract - A" Description:

A 10.00 foot wide strip of land in Lot 1, Block 1 of Sheyenne Substation Subdivision on file as document 580297 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, centered on the following described line:

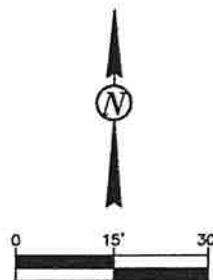
Commencing at the northwest corner of Section 27, Township 139 North, Range 49 West of the Fifth Principal Meridian in said City of Fargo; thence North 87°38'18" East, on the north line of said Section 27, a distance of 246.33 feet; thence South 2°21'42" East, perpendicular to said north line, a distance of 60.00 feet, to a point on the south line of 32nd Avenue South as shown on Dedication Plat document 1120433 on file and of record at the Cass County Recorder's Office, the point of beginning; thence South 45°32'10" East a distance of 53.11 feet and there terminating.

Sidelines of said strip shall be lengthened or shortened so as to terminate on said south line of 32nd Avenue South on the north.

Said strip contains 531 square feet, more or less.

LEGEND

- PERMANENT EASEMENT
- SECTION LINE
- RIGHT OF WAY
- EXISTING EASEMENT



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992



ENGINEERING DEPT.

"TRACT - A" PERMANENT EASEMENT

LOT 1, BLOCK 1, SHEYENNE SUBSTATION SUBDIVISION,
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA

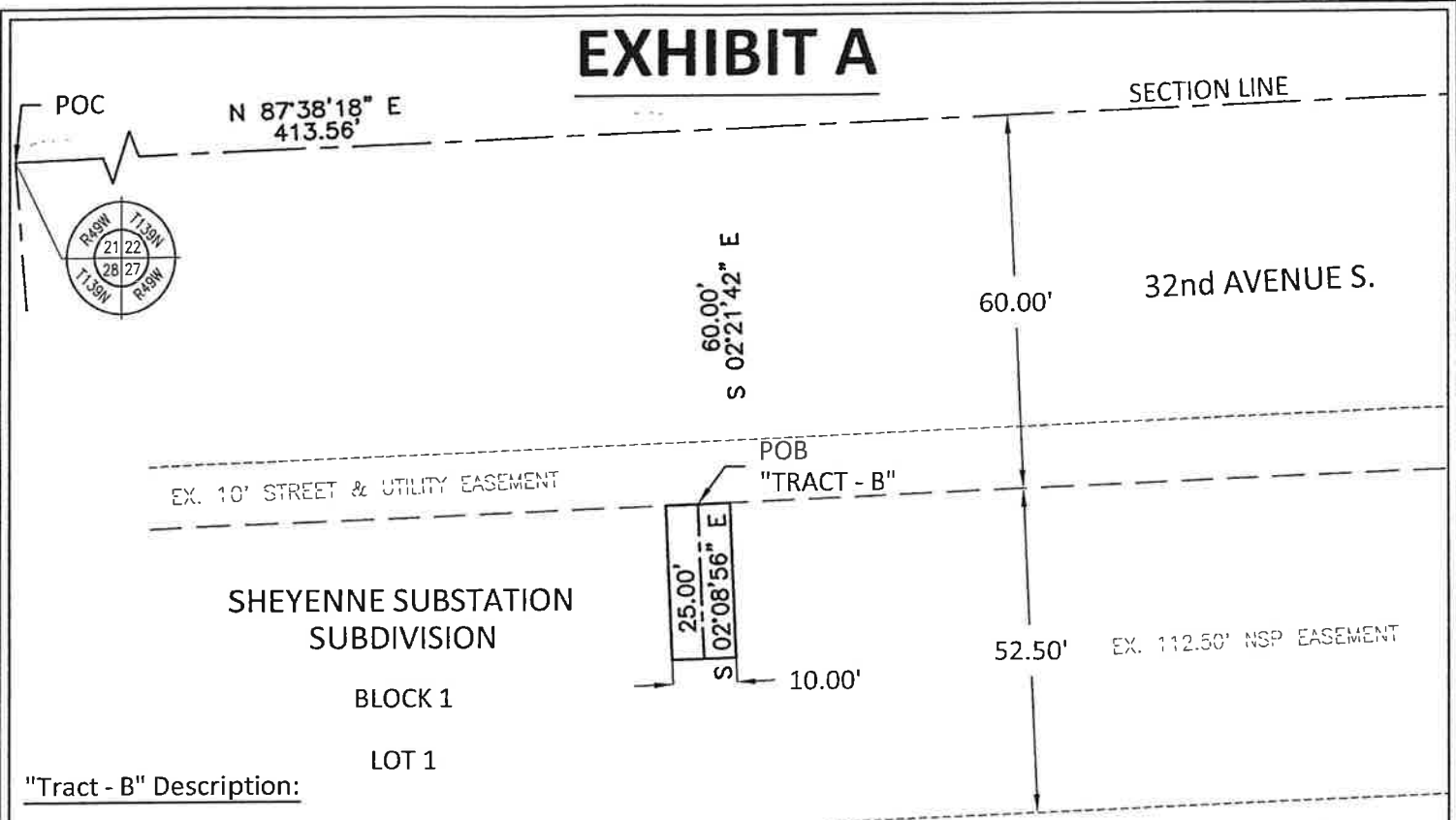
DRAWN BY: JWZ

APPROVED BY: BWW

DATE: MARCH 25, 2024

SHEET 1 OF 1

EXHIBIT A



"Tract - B" Description:

A 10.00 foot wide strip of land in Lot 1, Block 1 of Sheyenne Substation Subdivision on file as document 580297 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, centered on the following described line:

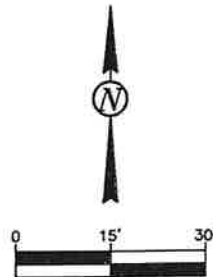
Commencing at the northwest corner of Section 27, Township 139 North, Range 49 West of the Fifth Principal Meridian in said City of Fargo; thence North $87^{\circ}38'18''$ East, on the north line of said Section 27, a distance of 413.56 feet; thence South $2^{\circ}21'42''$ East, perpendicular to said north line, a distance of 60.00 feet, to a point on the south line of 32nd Avenue South as shown on Dedication Plat document 1120433 on file and of record at the Cass County Recorder's Office, the point of beginning; thence South $2^{\circ}08'56''$ East a distance of 25.00 feet and there terminating.

Sidelines of said strip shall be lengthened or shortened so as to terminate on said south line of 32nd Avenue South on the north.

Said strip contains 250 square feet, more or less.

LEGEND

- PERMANENT EASEMENT
- SECTION LINE
- RIGHT OF WAY
- EXISTING EASEMENT



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992



"TRACT - B" PERMANENT EASEMENT

LOT 1, BLOCK 1, SHEYENNE SUBSTATION SUBDIVISION,
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

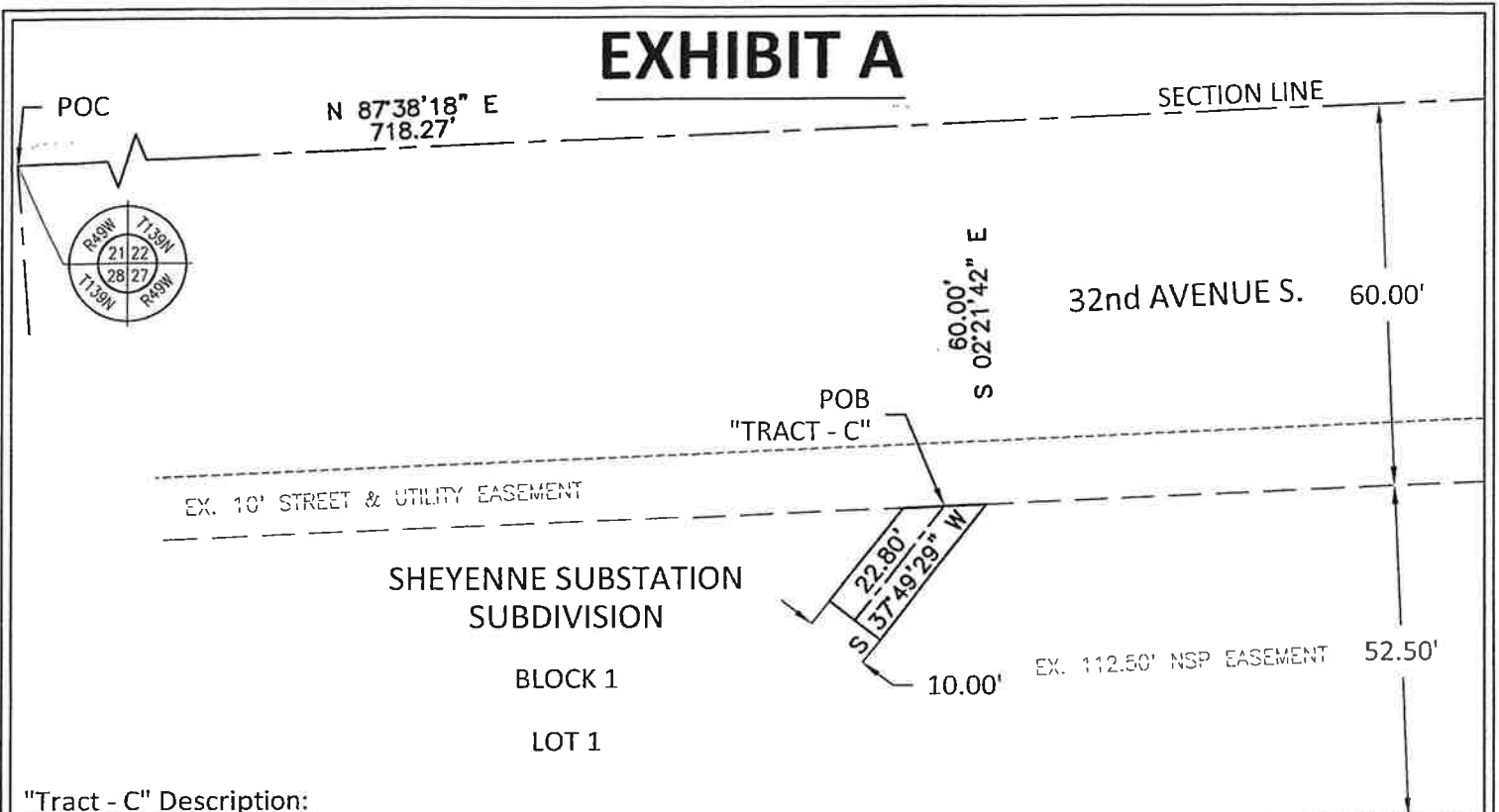
DRAWN BY: JWZ

APPROVED BY: BWW

DATE: MARCH 25, 2024

SHEET 1 OF 1

EXHIBIT A



"Tract - C" Description:

A 10.00 foot wide strip of land in Lot 1, Block 1 of Sheyenne Substation Subdivision on file as document 580297 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, centered on the following described line:

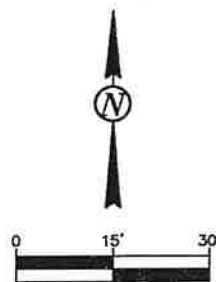
Commencing at the northwest corner of Section 27, Township 139 North, Range 49 West of the Fifth Principal Meridian in said City of Fargo; thence North 87°38'18" East, on the north line of said Section 27, a distance of 718.27 feet; thence South 2°21'42" East, perpendicular to said north line, a distance of 60.00 feet, to a point on the south line of 32nd Avenue South as shown on Dedication Plat as document 1120433 on file and of record at the Cass County Recorder's Office, the point of beginning; thence South 37°49'29" West a distance of 22.80 feet and there terminating.

Sidelines of said strip shall be lengthened or shortened so as to terminate on said south line of 32nd Avenue South on the north.

Said strip contains 228 square feet, more or less.

LEGEND

- PERMANENT EASEMENT
- SECTION LINE
- RIGHT OF WAY
- EXISTING EASEMENT



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992



"TRACT - C" PERMANENT EASEMENT

LOT 1, BLOCK 1, SHEYENNE SUBSTATION SUBDIVISION,
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: MARCH 25, 2024

SHEET 1 OF 1

PERMANENT EASEMENT
(Sidewalk)

KNOW ALL MEN BY THESE PRESENTS that **Northern States Power Company**, a Minnesota corporation, hereinafter referred to as "Grantor", for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to them in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantee", a permanent and perpetual easement over, upon and in the land hereinafter described for the purpose of constructing and maintaining a sidewalk and associated improvements, together with the customary appurtenances, said tract being more particularly described as follows:

An 8.50 foot wide strip of land in Lot 1, Block 1 of Sheyenne Substation Subdivision on file as document 580297 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, lying northerly of and coincident with the following described line:

Commencing at the northwest corner of Section 27, Township 139 North, Range 49 West of the Fifth Principal Meridian in said City of Fargo; thence South 4°23'39" East, on the west line of said Section 27, a distance of 74.99 feet; thence North 85°36'21" East, perpendicular to said west line, a distance of 94.30 feet to the point of beginning; thence South 87°43'00" East a distance of 4.93 feet, thence easterly a distance of 23.50 feet, along a tangential curve concave to the south having a radius of 93.50 feet and a central angle of 14°23'57"; thence South 73°19'03" East, tangent to said curve, a distance of 60.71 feet; thence easterly a distance of 65.48 feet along a tangential curve concave to the north having a radius of 107.00 feet and a central angle of 35°03'54"; thence easterly a distance of 61.27 feet along a compound curve

concave to the north having a radius of 172.00 feet and a central angle of 20°24'36"; thence easterly a distance of 30.52 feet along a reverse curve concave to the south having a radius of 48.00 feet and a central angle of 36°25'51"; thence North 02°21'42" East, a distance of 2.00 feet, to the south line of 32nd Avenue South as shown on Dedication Plat document 1120433 on file and of record at the Cass County Recorder's Office, and there terminating.

Sidelines of said strip shall be lengthened or shortened so as to terminate on the south line of said 32nd Avenue South on the east and on the east right of way line of 45 Street South on the west, the "Easement Area."

Said strip contains 1,947 square feet, more or less.

Said Easement Area is pictorially represented on Exhibit A attached hereto and incorporated herein by reference.

Grantor, its successors and assigns, hereby covenant to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said above-described tract of land and perform any and all acts necessary or convenient to carry into effect the purpose for which the grant is made.

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said sidewalk and customary appurtenances, or with material for laying, maintaining, operating or repairing the same, in, over or upon the above described premises, and Grantor expressly warrants and states that no buildings, trees or other obstacles of any kind shall be placed or located upon the tract so as to interfere in any manner with the construction, operation, maintenance or repair of said sidewalk, including customary appurtenances, provided that Grantee, at its own expense, shall refill any excavation it makes and level the ground thereafter, leaving the premises in as good condition as it was prior to the time of constructing of said sidewalk and customary appurtenances was begun. Grantor shall maintain the ability to access the Easement Area to construct and maintain its facilities. Grantor shall not bear responsibility for any damage caused to the Grantee's sidewalk and associated improvements within the Easement Area by Grantor's performance of said maintenance and construction. Grantor shall retain the right to relocate its

facilities within the Easement Area which may require Grantee to relocate said sidewalk and appurtenances. In the event of the relocation of said sidewalk and appurtenances Grantor shall provide a new easement area to Grantee at Grantee's expense.

Grantee shall accept the Easement Area in "as is" condition. Grantor makes no specific or implied disclosure or warranty as to the presence or location of Hazardous Materials (as defined below) on the Easement Area.

Except with the express written permission of Grantor, Grantee shall not bring onto the Easement Area, or permit to be brought onto the Easement Area, any Hazardous Materials, or other regulated waste or material (including but not limited to petroleum, asbestos, PCBs, coal, coal ash or coal combustion residuals), which has the potential to spill or be released onto the Easement Area or adjacent areas. In the event Grantee brings Hazardous Materials onto the Easement Area (with or without permission of Grantor), Grantee shall comply with all applicable laws, ordinances, and regulations of federal, state, and local governmental agencies related to such Hazardous Materials. Grantee shall remove such Hazardous Materials from the Easement Area immediately upon request of Grantor. Grantee shall bear all costs related to environmental investigation, cleanup, removal, or restoration (including but not limited to any cleanup or restoration of any impacted wildlife, water, air, groundwater, natural resources, soil, or land, including, but not limited to, the Easement Area,) incurred as a result of the presence of such Hazardous Materials on the Easement Area, or arising out of the acts or omissions of Grantee its agents, sublessees, invitees, or employees.

- (a) The term "Hazardous Materials" includes any substance, pollutant, contaminant, chemical, material or waste that is regulated, listed, or identified under any Environmental Laws, or which is deemed or may be deemed hazardous, dangerous, damaging or toxic to living things or the environment, and shall include, without limitation, any flammable, explosive, or radioactive materials; hazardous materials; radioactive wastes; hazardous wastes; hazardous or toxic substances or related materials; polychlorinated biphenyls; petroleum products, fractions and by-products thereof; asbestos and asbestos-containing materials; perfluoroalkyl and polyfluoroalkyl substances, medical waste, solid waste, and any excavated soil, debris, or groundwater that is contaminated with such materials.
- (b) The term "Environmental Law" includes any and all applicable environmental laws, whether imposed by statute or derived from common law including, but not limited to, the Toxic Substances Control Act (15 U.S.C. § 2601, et seq.), the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, (42 U.S.C. § 9601, et seq.), the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 6901, et seq.), the Hazardous Material Transportation Act, (49 U.S.C. § 5101, et seq.), the Federal Water Pollution Control Act, (33 U.S.C. § 1251, et seq.), the Clean Air Act, (42 U.S.C. § 7401, et seq.), and applicable state counterparts, and their implementing

regulations, all as amended from time-to-time, and all other comparable federal, state or local environmental, conservation or environmental protection laws, human health and safety, rules or regulations..

Release and Indemnity

- (a) As used in this Easement Agreement, the term “Claims” means (1) claims, demands, liens, suits, actions, causes of action, proceedings, orders, decrees and judgments of any kind or nature whatsoever by or in favor of anyone whomsoever including claims asserted against Grantor by a federal, state or local government entity; (2) losses, liabilities, costs, damages and expenses, including attorneys’ fees, expert witness fees, consultant fees, and court and arbitration costs, at all levels, whether or not litigation or arbitration is commenced; (3) fines and penalties; (4) environmental costs, including, but not limited to, investigation, removal, remediation, and restoration costs, natural resource damages, and consultant and other fees and expenses; (5) damages of any kind, including lost profits and consequential damages; and (6) any and all other costs or expenses.
- (b) As used in this Easement Agreement, the term “Injury” means (1) death, personal injury, or property, environmental, or natural resources damages, and any other losses, obligations or damages incurred by Grantor for which Grantor would reasonably expect to have obligations under environmental laws; (2) loss of profits or other economic injury; and (3) disease or actual or threatened health effect.
- (c) To the extent permitted by law, Grantee shall protect, defend, indemnify, release, save and hold harmless Grantor, its partners, directors, officers, agents, employees, successors, assigns, parents, subsidiaries, and affiliates from and against any and all Claims and threatened Claims arising from, alleged to arise from, resulting from or alleged to result from, in whole or in part, (1) Grantee’s actions, rights, and obligations as provided in this Easement Agreement; and (2) any act or omission of Grantee, its employees, agents, contractors, or consultants occurring with the Easement Area and involving Grantee’s construction and maintenance of a sidewalk and associated improvements within the Easement Area,.
- (d) The Grantee’s duty to protect, indemnify, hold harmless, release, and defend hereunder shall apply to any and all Claims and threatened Claims, and Injury, including, but not limited to:
 - (i) Claims asserted by any person or entity, including, but not limited to, employees of Grantee or its contractors, subcontractors, or their employees, and federal, state, or local government;
 - (ii) Claims arising from the presence, release, disturbance, and/or exacerbation of any Hazardous Materials as defined above, regardless of origin, in, on, over, or around the Easement Area, or the off-site transportation and/or disposal of any Hazardous Materials. This indemnification and release does

not apply, however, to any Claims arising out of or related to Hazardous Materials first generated, and brought onto and introduced to the Property, by Grantor, unless such pre-existing Hazardous Materials are disturbed or exacerbated by Grantee; and

(iii) Claims arising from, or alleged to be arising in any way from, the acts or omissions of Grantee, its employees, agents, contractors, or consultants

(e) Notwithstanding any provision of the foregoing that may be interpreted to the contrary, this indemnity will not apply to any Claims if and to the extent directly caused by the negligence or willful misconduct of Grantor. Grantee's obligations under this Section shall survive the expiration or termination of the Easement Agreement until satisfied.

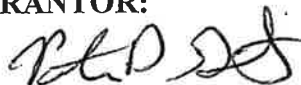
Grantee, in its use of said premises, shall comply with all pertinent laws, codes, ordinances, and regulations to the same extent that the same would enforceable against Grantor if it were the acting party, including, but not restricted to the attached "Exhibit B."

In the event Grantee shall at any time discontinue the use of the Easement Area for the purposes herein specified, then and in such event this agreement, and the easements herein granted, and all rights and privileges hereunder, shall terminate, excepting that the provisions regarding release and indemnity shall remain in force and effect as to any incident occurring prior to the date of such termination.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 30th day of July, 2024.

GRANTOR:



By: Peter D. Gitzen
Its; Manager Siting & Land Rights Xcel Energy Services Inc.an Authorized Agent for Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy

STATE OF MINNESOTA)

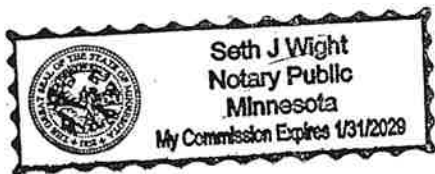
COUNTY OF HENNEPIN)

On this 30th day of July, 2024, before me, a notary public in and for said county and state, personally appeared Peter D. Gitzen to me known to be the Manager Siting & Land Rights Xcel Energy Services Inc.an Authorized Agent for Northern States Power Company, a Minnesota corporation d/b/a Xcel Energy and executed the within and foregoing instrument, and acknowledged the same.

(SEAL)



Notary Public
My Commission Expires: 11/31/2029



GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

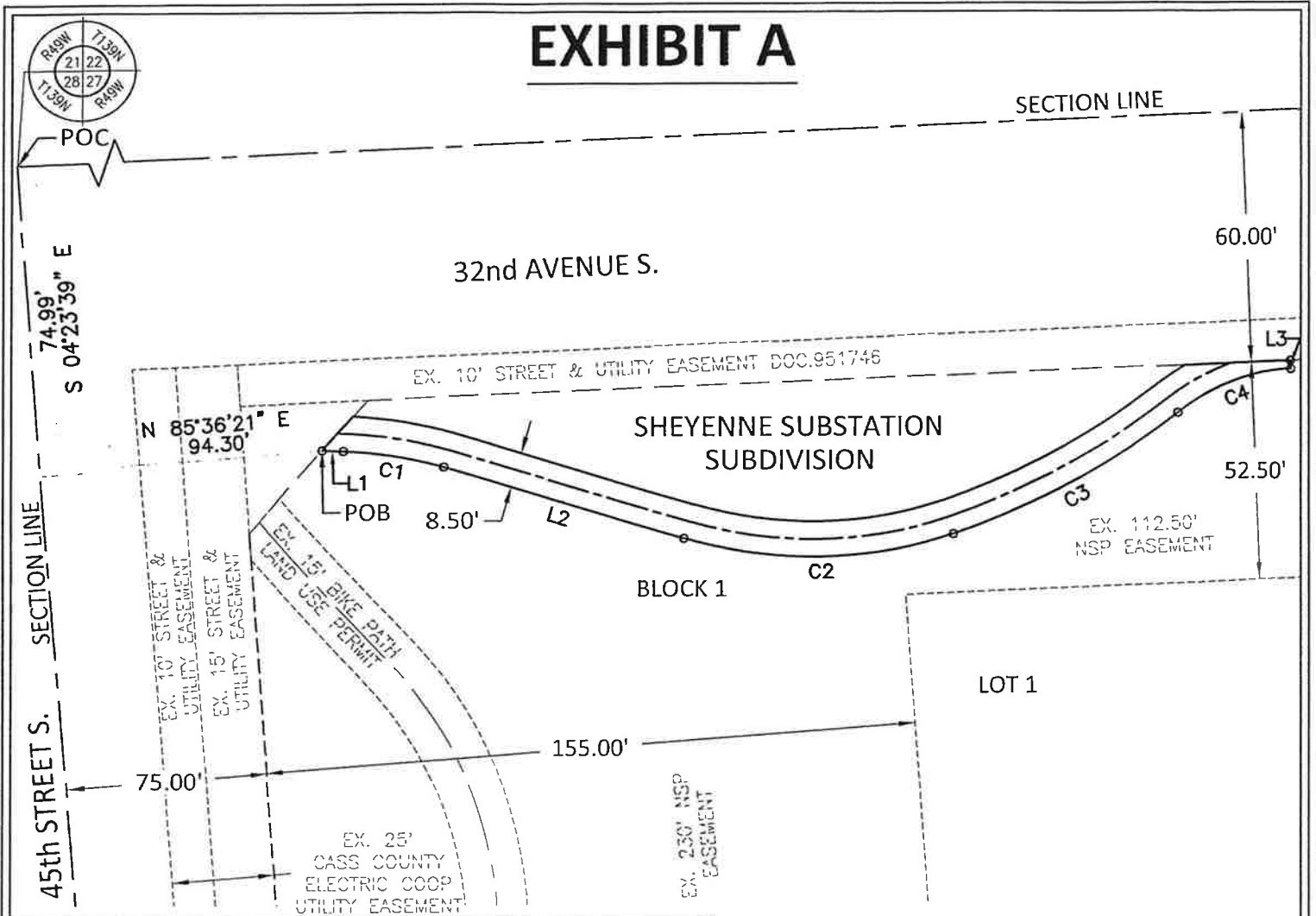
(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th Street North
Fargo ND 58102
(701) 476-6796

Exhibit A
Easement Area

EXHIBIT A

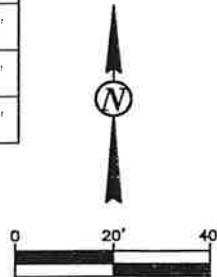


Line Table		
Line #	Length	Direction
L1	4.93'	S 87°43'00" E
L2	60.71'	S 73°19'03" E
L3	2.00'	N 02°21'42" W

Curve Table			
Curve #	Length	Radius	Delta
C1	23.50'	93.50'	14°23'57"
C2	65.48'	107.00'	35°03'54"
C3	61.27'	172.00'	20°24'36"
C4	30.52'	48.00'	36°25'51"

LEGEND

- SIDEWALK EASEMENT
- SECTION LINE
- RIGHT OF WAY
- EXISTING EASEMENT
- EASEMENT PI



BEARINGS BASED ON
CITY OF FARGO GROUND COORDINATE
SYSTEM, DECEMBER 1992



PERMANENT EASEMENT

LOT 1, BLOCK 1, SHEYENNE SUBSTATION SUBDIVISION,
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: MARCH 25, 2024

SHEET 1 OF 2

EXHIBIT A

Description:

An 8.50 foot wide strip of land in Lot 1, Block 1 of Sheyenne Substation Subdivision on file as document 580297 at the Cass County Recorder's Office, City of Fargo, Cass County, North Dakota, lying northerly of and coincident with the following described line:

Commencing at the northwest corner of Section 27, Township 139 North, Range 49 West of the Fifth Principal Meridian in said City of Fargo; thence South 4°23'39" East, on the west line of said Section 27, a distance of 74.99 feet; thence North 85°36'21" East, perpendicular to said west line, a distance of 94.30 feet to the point of beginning; thence South 87°43'00" East a distance of 4.93 feet, thence easterly a distance of 23.50 feet, along a tangential curve concave to the south having a radius of 93.50 feet and a central angle of 14°23'57"; thence South 73°19'03" East, tangent to said curve, a distance of 60.71 feet; thence easterly a distance of 65.48 feet along a tangential curve concave to the north having a radius of 107.00 feet and a central angle of 35°03'54"; thence easterly a distance of 61.27 feet along a compound curve concave to the north having a radius of 172.00 feet and a central angle of 20°24'36"; thence easterly a distance of 30.52 feet along a reverse curve concave to the south having a radius of 48.00 feet and a central angle of 36°25'51"; thence North 02°21'42" East, a distance of 2.00 feet, to the south line of 32nd Avenue South as shown on Dedication Plat document 1120433 on file and of record at the Cass County Recorder's Office, and there terminating.

Sidelines of said strip shall be lengthened or shortened so as to terminate on the south line of said 32nd Avenue South on the east and on the east right of way line of 45 Street South on the west.

Said strip contains 1,947 square feet, more or less.



PERMANENT EASEMENT

LOT 1, BLOCK 1, SHEYENNE SUBSTATION SUBDIVISION,
CITY OF FARGO, CASS COUNTY, NORTH DAKOTA



ENGINEERING DEPT.

DRAWN BY: JWZ

APPROVED BY: BWW

DATE: MARCH 25, 2024

SHEET 2 OF 2

EXHIBIT “B”

AUTHORIZED USE: SIDEWALK

SCOPE OF PROJECT.

This project consists of constructing a sidewalk. The proposed project meets NSP’s standards, provided the following conditions are adhered to:

(1) Excavation close to structure location.

A minimum distance of 10 feet of supported earth must be maintained from any part of the line structure. Support of the ground beyond the 10 feet may be provided by a slope no greater than three feet horizontal to one foot vertical. Support may also be provided by the use of cribbing, sheet piling, retaining wall or tunneling. The specific plan for providing the required support and the excavation plan for the proposed project must be submitted to NSP for review and approval prior to construction start.

(2) Grade change around structure location.

Fill around or above the structure is not permitted. The grade around the structures must provide for surface water runoff – no surface water ponding around structures will be permitted. Any cost related to the adjustment of NSP’s facilities will be at the Grantee’s expense.

(3) Grade change within easement.

The ground elevation within the Easement Area shall not be increased above the existing grade. Stockpiling of soil and/or material within the Easement Area will not be permitted. Any proposed grade changes required for the site driveway must be reviewed and approved by NSP prior to the start of construction.

(4) Clearances to equipment and workers

Any construction activities occurring near the transmission line(s) shall comply with all OSHA Safety Clearances. If these clearances cannot be maintained, the contractor or developer must request a line outage by calling NSP's System Operations Department. Outages are not guaranteed. If an outage is possible, adequate advanced notice must be provided in order to schedule the line outage.

- The applicable clearance value for Cranes & Equipment from Table 1 below, according to the specific voltage, is required at all times between the energized electrical conductors and any cranes or equipment used in construction activities.
- The applicable clearance value for Unqualified Workers from Table 1 below, according to the specific voltage, is required at all times between the energized electrical conductors and construction workers.

Disclaimer:

Ultimately, it is the responsibility of the worker to verify the provided OSHA clearances are current and accurate, and to adhere to such clearances. NSP accepts no liability for any incorrect or out of date clearances values, or misuse of the clearance values.

OSHA Website: <https://www.osha.gov/laws-regs/regulations/standardnumber>

Table 1: Minimum approach distances for equipment and unqualified workers performing work near power lines

Maximum System Operating Voltage ^a (V = Volts, kV = Kilovolts)	Cranes & Equipment Doing Work ^b		Unqualified Workers ^{g, h}
	Operator Requirements	Minimum Safeguards	
	Qualified ^c	Qualified ^c	-
	Proximity alarm, or unqualified spotter, or range control device ^d	Mark Boundary ^{e, f}	-
up to 750 V	10'-0"	20'-0"	10'-0"
up to 50 kV	10'-0"	20'-0"	10'-0"
69 kV	15'-0"	20'-0"	10'-9"
115 kV	15'-0"	20'-0"	12'-5"
138 kV	15'-0"	20'-0"	13'-3"
161 kV	15'-0"	20'-0"	14'-0"
230 kV	20'-0"	20'-0"	15'-5"
345 kV	20'-0"	20'-0"	20'-5"
500 kV	25'-0"	50'-0"	26'-9"

Table 1 Footnotes:

- a** Operating voltage may be AC or DC, phase-to-phase, or phase-to-ground. An unqualified worker is not expected to be able to distinguish.
- b** Per OSHA Table A, 29 CFR 1926.1408.
- c** Must be qualified per OSHA 29 CFR 1926.1408(g).
- d** Must meet requirements per OSHA 29 CFR 1926.1407 and OSHA 29 CFR 1926.1408(b), use one of the following: (1) a proximity alarm, (2) a dedicated spotter, (3) a device that automatically warns the operator when to stop movement, such as a range control warning device, (4) a device that automatically limits range of movement, set to prevent encroachment, or (5) an insulating link/device.
- e** Per OSHA 29 CFR 1926.1408(a)(2)(ii), and 1926.1409(a), use minimum controls boundary

- f** Per OSHA 29 CFR 1926.1408 (a)(1)(i), mark boundaries at or outside your MAD with items such as flags or range limit/range control warning devices. The operator must not operate the crane beyond those boundaries.
- g** This includes any worker not in a vehicle, such as workers performing work on the ground, or on elevated platforms or scaffolding. Includes allowance for worker's reach and reach with conductive objects.
- h** Clearance values determined according to OSHA 1910.333(c)(3)(i)(A)(2).

(4) Building on easements.

There shall be no additional permanent or temporary buildings allowed within the easement area, without prior written approval from NSP.

(5) Fuel and refueling on easements.

There shall be no fuel tanks stored or refueling of vehicles and equipment within the easement.

(6) Streetlights and signs on easements.

If there are to be streetlights, signboards, identification signs or any other type of non-building structure within the easement, detailed plans must be submitted to NSP prior to construction for review and approval to verify compliance with electrical code clearances prior to construction start.

Metallic structures must be properly grounded. The same working clearance criteria as stated in paragraph (4) also applies, for equipment used to erect and install light standards, sign boards, etc. Any metallic structure, pole, wire or item placed in the vicinity of a high-voltage transmission line will have the potential to become electrically charged due to electrical induction. The development of an electric charge results in a potential difference between the metal installation and the ground, which can result in electrical shocks when the item is touched. Placement of such metallic installation should take into consideration the shock potential during the; construction, intended use AND future maintenance activities. Items which become charged must be connected to a grounding rod or grounding system to prevent shocks.

(7) Notification.

Prior to the start of construction and following project completion, the requestor or contractor must notify NSP. Please contact via email: midwestrightofway@xcelenergy.com, or Seth Wight at P:612.216.7914, or by email at seth.j.wight@xcelenergy.com

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Joint Funding Agreement

Location: Red River at 2nd Street South

Date of Hearing: 8/26/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/3/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

9

The Committee reviewed a communication from Storm Sewer Utility Engineer, Jody Bertrand, regarding a Joint Funding Agreement with the US Geological Survey (USGS) for the installation, operation, repairs, and maintenance of a webcam monitoring system to allow monitoring near the midtown dam and 4th Street South Levee adjacent to Island Park.

The Agreement would designate the USGS to be responsible for the operation, repairs, and maintenance of the webcam system with the City of Fargo paying for the original installation equipment cost of \$5,300 and a yearly maintenance fee of \$1,300.

On a motion by Brenda Derrig, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Joint Funding Agreement with the USGS for the installation and maintenance of a webcam monitoring system for the Red River at 2nd Street South.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Joint Funding Agreement with the USGS for the installation and maintenance of a webcam monitoring system for the red river at 2nd Street South.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer 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
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>
<u>N/A</u>	<u>N/A</u>

COMMITTEE

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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC

From: Jody Bertrand, PE, CFM
Storm Sewer Utility Engineer

Date: August 21, 2024

Re: US Geological Survey (USGS) – Red River Webcam Located at 2nd Street South

Background:

During the most recent River Gauge and Monitoring meeting held in Fargo, it was discussed that funding has been below optimal for the USGS to monitor their State system of gauging stations and making appropriate upgrades. A possible new gauging station was discussed to be installed within the Fargo City limits to help monitor river flows as they pass through town. Several years ago, the storm sewer utility contributed funds to the USGS for the monitoring station near the water treatment plant. That location has gone through several improvements with the intake structure reconstruction and a new agreement is presently maintained with the water utility to cost participate in that location with the USGS. The storm utility has maintained a budget line item for the USGS webcam monitoring system. Several locations were evaluated and the 2nd Street South location was selected. This location will allow for the Red River monitoring near the midtown dam and the visual inspection of the largest levee in Fargo, the 4th Street South Levee adjacent to Island Park.

An Agreement has been proposed which would designate the USGS be responsible for the operation, repairs and maintenance of the webcam system, with the City of Fargo paying for the original installation equipment at a cost of \$5,300 and a yearly maintenance fee of \$1,300/year.

The proposed Agreement between the City of Fargo and the USGS is attached for your review.

Recommended Motion:

Approval of the Agreement between the City of Fargo and the USGS for the purchase, installation and maintenance of a webcam operated by the USGS at 2nd Street South for an estimated initial installation cost of \$5,300 and recurring maintenance costs of \$1,300 per year with funds allocated from the Storm Sewer Utility budget.

JMB/klb
Attachments

Jody Bertrand

From: Fuller, Steven M <smfuller@usgs.gov>
Sent: Monday, August 19, 2024 10:41 AM
To: Jody Bertrand
Subject: Re: [EXTERNAL] USGS Webcam 2nd St S

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

Yes this is just for the installation. The O&M will start in FY2025 and that will be \$1300/year.

Steve

From: Jody Bertrand <JBertrand@FargoND.gov>
Sent: Monday, August 12, 2024 9:59 AM
To: Fuller, Steven M <smfuller@usgs.gov>
Subject: RE: [EXTERNAL] USGS Webcam 2nd St S

Just looking for a little clarification upon reading this agreement. Is this a one time amount of \$,5300 for installation of the camera? I have been looking to budget around \$3,000 for the annual maintenance/operation.

Jody Bertrand *PE, CFM*
Storm Sewer Utility Engineer
THE CITY OF FARGO | ENGINEERING
Office: 701.241.1548
JBertrand@FargoND.gov

At The City of Fargo, We Work for You.

From: Fuller, Steven M <smfuller@usgs.gov>
Sent: Friday, August 9, 2024 4:16 PM
To: Jody Bertrand <JBertrand@FargoND.gov>
Cc: Nathan Boerboom <NBoerboom@FargoND.gov>; Thomas, Daniel C <dcthomas@usgs.gov>
Subject: Re: [EXTERNAL] USGS Webcam 2nd St S

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

Here is the attachment.

From: Fuller, Steven M <smfuller@usgs.gov>
Sent: Friday, August 9, 2024 3:14 PM
To: Jody Bertrand <JBertrand@FargoND.gov>
Cc: Nathan Boerboom <NBoerboom@FargoND.gov>; Thomas, Daniel C <dcthomas@usgs.gov>
Subject: Re: [EXTERNAL] USGS Webcam 2nd St S

Jody,

Attached is the Joint Funding Agreement for the installation of the webcam. Please review and sign at your earliest convenience. The work will be scheduled upon receipt of the signed agreement.



United States Department of the Interior
U.S. GEOLOGICAL SURVEY
Dakota Water Science Center

ND Programs Office
821 E. Interstate Avenue
Bismarck, ND 58503

SD Programs Office
1608 Mountain View Road
Rapid City, SD 57702

July 22, 2024

Mr. Jody Bertrand
Civil Engineer, City of Fargo
City of Fargo
225 4th Street North
Fargo, ND 58102

Dear Mr. Bertrand:

Attached is our standard joint-funding agreement (24NTJFA0066) for the Dakota Water Science Center Water Resources Investigations project for the installation of a webcam associated with the streamgage 05054000 Red River of The North at Fargo, during the period July 1, 2024 through September 30, 2024 in the amount of \$5,300 from your agency. U.S. Geological Survey contributions for this agreement are \$0 for a combined total of \$5,300. Please sign and return one fully-executed original to Misty Daniels at gs-w-dsc_agreements@usgs.gov and retain a copy for your records.

Federal law requires that we have a signed agreement before we start or continue work. Please return the signed agreement by **July 1, 2024**. If, for any reason, the agreement cannot be signed and returned by the date shown above, please contact Steven Fuller at (605) 394-3223 or email smfuller@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed annually via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Misty Daniels at phone number (605) 394-3246 or mdaniels@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

ERIC
VOLKMAN

Eric T. Volkman
Director

Digitally signed by ERIC
VOLKMAN
Date: 2024.08.08
07:57:54 -06'00'

Attached
24NTJFA0066 (2)

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000214
Agreement #: 24NTJFA0066
Project #: NT00GT1, 0100, YH
TIN #: 45-6002069

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of the July 1, 2024, by the U.S. GEOLOGICAL SURVEY, Dakota Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the City of Fargo party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation, investigations project for for the installation of a webcam associated with the streamgage 05054000 Red River of The North at Fargo, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

- (a) \$0 by the party of the first part during the period July 1, 2024 to September 30, 2024
- (b) \$5,300 by the party of the second part during the period July 1, 2024 to September 30, 2024
- (c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

- (d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.
- (e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

Form 9-1366
(May 2018)

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR
Water Resource Investigations

Customer #: 6000000214
Agreement #: 24NTJFA0066
Project #: NT00GT1, 0100, YH
TIN #: 45-6002069

9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Steven Fuller
Supervisory Hydrologist
Address: 1608 Mountain View Road
Rapid City, SD 57702
Telephone: (605) 394-3223
Fax: (n/a)
Email: smfuller@usgs.gov

Customer Technical Point of Contact

Name: Jody Bertrand
Civil Engineer, City of Fargo
Address: 225 4th Street North
Fargo, ND 58102
Telephone: (701) 241-1548
Fax: (n/a)
Email: jbertrand@fargond.gov

USGS Billing Point of Contact

Name: Misty Daniels
Budget Analyst
Address: 1608 Mountain View Rd
Telephone: (605) 394-3246
Fax: (605) 355-4523
Email: mdaniels@usgs.gov

Customer Billing Point of Contact

Name: Jody Bertrand
Civil Engineer, City of Fargo
Address: 225 4th Street North
Fargo, ND 58102
Telephone: (701) 241-1548
Fax: (n/a)
Email: jbertrand@fargond.gov

U.S. Geological Survey
United States
Department of Interior

City of Fargo

Signature

ERIC
By VOLKMAN Digitally signed by
ERIC VOLKMAN
Date: 2024.08.08
07:58:30 -06'00' Date: 7/22/2024
Name: Eric T. Volkman
Title: Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

SURFACE WATER

SITE	Collection Description	FUNDS		
		USGS	COOP	TOTAL
05054000	RED RIVER OF THE NORTH AT FARGO, ND WebCam		\$5,300	\$5,300
		Total:	\$5,300	\$5,300
GRAND TOTAL:				\$5,300

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. UR-24-C1

Type: BNSF Pipeline Crossing

Location: 14th St, NP Ave – Main Ave

Date of Hearing: 8/26/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/3/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Shane Geraghty</u>

The Committee reviewed a communication from Civil Engineer, Shane Geraghty, regarding the need for a Pipeline License Agreement with BNSF to connect the existing water main on NP Avenue into Main Avenue.

Engineering is seeking approval of the Pipeline License Agreement and to approve payment in the amount of \$5,700 for the contract fee and payment in the amount of \$1,266 to participate in BNSF's Railroad Protective Policy.

On a motion by Brenda Derrig, seconded by Steve Dirksen, the Committee voted to recommend approval of the Pipeline License Agreement with BNSF and payments in the amount of \$5,700 and \$1,266 for the contract fee and Railroad Protective Policy.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Pipeline License Agreement with BNSF and payments in the amount of \$5,700 and \$1,266 for the contract fee and Railroad Protective Policy.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW Funds, Prairie Dog Funds & Special Assessments

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u><input checked="" type="checkbox"/></u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:



 Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Shane Geraghty, PE, Civil Engineer II
Date: August 20, 2024
Re: Project No. UR-24-C1 – 14th St Water Main Crossing Pipeline License

Background:

Project No. UR-24-C1 consists of boring 16" cased water main under BNSF tracks at 14th Street from NP Avenue to Main Avenue to ultimately replace the existing 14" cast iron pipe that currently crosses at 15th Street South and goes under Site on Sound at 1443 Main Avenue. The project will connect the existing water main on NP Avenue, bore under the BNSF railroad track, through an existing utility easement and be stubbed into Main Avenue for connection during the 2026 Main Avenue Reconstruction Project.

Attached is a Pipeline License Agreement, which would allow us to bore the new cased water main through BNSF ROW and under their tracks. A \$5,700 fee is required by BSNF as a Contract Fee to complete the Agreement. Additionally, in lieu of acquiring a Railroad Protective Liability Insurance (RPLI) policy, BNSF gives the option to participate in their policy for a fee of \$1,266.

This Agreement, along with payment for the contract fee and RPLI policy will need to be completed before we can begin work on the project.

Recommended Motion:

Approve and sign the Pipeline License Agreement, approve a check for \$5,700 payable to BNSF Railway Company for the contract fee, and approve a check in the amount of \$1,266 to participate in BNSF's Railroad Protective Policy.

STG/klb
Attachment

C: Jason Leonard, Division Engineer



Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, Texas 76131
tel +1 817-352-6494

August 17, 2024

City of Fargo
Attention: Shane Geraghty
225 4th St
N Fargo, ND 58102

24W-20534

Dear Geraghty:

Attached please find a copy of the requested contract for execution by an official authorized to execute contract agreements on behalf of your company. Please print one (1) copy, execute, and **return copy with original signature** for completion on part of BNSF Railway Company (“BNSF”) to this office, along with the following requirements:

- A check in the amount of \$5700.00 payable to BNSF Railway Company which covers the contract fee.

Please note the agreements cannot be executed by BNSF without an approved insurance certificate. If there are any issues with your insurance, you will be contacted by a member of the Risk Management team of BNSF Railway.

1. A Certificate of Insurance as required in the agreement.
2. A **separate policy** for Railroad Protective Liability Insurance as required in the agreement (**ORIGINAL POLICY MUST BE PROVIDED**). BNSF Railway Company will be the only insured party; OR;

In lieu of providing a separate policy for Railroad Protective Liability Insurance, you may participate in the BNSF’s Railroad Protective Policy by checking the appropriate box in the contract and including an additional \$1266.00 with your check.

PLEASE ADVISE IF THIS PROJECT IS ARRA FUNDED.

Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the premises completes the safety orientation program at the website www.BNSFcontractor.com prior to entering upon the premises. The certification is good for one year, and each person entering the premises must possess the card certifying completion.

Acceptance and deposit of any check by BNSF does not constitute an agreement between BNSF and Licensee for the requested license. BNSF shall not be obligated to hold the check in a separate fund, but may commingle the funds with other funds of BNSF, and in no event shall BNSF be responsible for interest on said funds.

The enclosed permit is not a binding agreement and shall become binding only when, and if, it is executed by you and fully approved and executed by BNSF Railway Company. Upon completion on behalf of BNSF, one fully executed counterpart will be returned for your records.

The specifications/plans you provided may differ from BNSF’s minimum specification requirements. Therefore, prior to your installation, please review the Exhibit A to determine the specifications necessary for your installation.

Sincerely,

Cory Anderson
Cory Anderson
Permit Manager
Attachment

PIPELINE LICENSE

THIS PIPELINE LICENSE ("**License**") is made to be effective _____, 2024 (the "**Effective Date**") by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Licensor**") and **CITY OF FARGO**, a North Dakota ("**Licensee**").

In consideration of the mutual covenants contained herein, the parties agree to the following:

GENERAL

1. Grant of License. Licensor hereby grants Licensee a non-exclusive license, subject to all rights, interests, and estates of third parties, including, without limitation, any leases, use rights, easements, liens, or other encumbrances, and upon the terms and conditions set forth below, to construct and maintain, in strict accordance with the drawings and specifications approved by Licensor as part of Licensee's application process (the "**Drawings and Specifications**"), One (1) pipelines, 16 inches in diameter inside a 30 inch Steel casing (collectively, the "**Pipeline**"), across or along Licensor's rail corridor at or near the station of Fargo, County of Cass, State of North Dakota, Line Segment 0026, Mile Post 8.19 as shown on the attached Drawing No. 91475, dated July 25, 2024, attached hereto as Exhibit "A" and incorporated herein by reference (the "**Premises**").
2. Term. This License shall commence on the Effective Date and shall continue for a period of twenty-five (25) years, subject to prior termination as hereinafter described.
3. Existing Improvements. Licensee shall not disturb any improvements of Licensor or Licensor's existing lessees, licensees, easement beneficiaries or lien holders, if any, or interfere with the use, repair, maintenance or replacement of such improvements.
4. Use of the Premises. Licensee shall use the Premises solely for construction, maintenance, and use of the Pipeline in accordance with the Drawings and Specifications. The Pipeline shall carry Potable Water, and Licensee shall not use the Pipeline to carry any other material or use the Premises for any other purpose. Licensee is expressly prohibited from using or allowing any telecommunication facilities or equipment within the Premises, or using or allowing the use of the Premises for any other purpose.
5. Alterations. Except as set forth in this License, Licensee may not make any alterations to the Premises or permanently affix anything to the Premises or any buildings or other structures adjacent to the Premises without Licensor's prior written consent.

COMPENSATION

6. License Fee. Licensee shall pay Licensor, prior to the Effective Date, a one-time payment (in lieu of recurring periodic fixed license fees) in the amount the sum of Five Thousand Seven Hundred and No/100 Dollars (\$5700.00) as compensation for the use of the Premises.
7. Costs and Expenses.
 - 7.1 For the purpose of this License, "cost" or "costs" and "expense" or "expenses" includes, but is not limited to, actual labor and material costs including all assignable additives, and material and supply costs at current value where used.
 - 7.2 Licensee agrees to reimburse Licensor (pursuant to the terms of **Section 8** below) for all costs and expenses incurred by Licensor in connection with Licensee's use of the Premises or the presence, construction and maintenance of the Pipeline, including but not limited to the furnishing of Licensor's flaggers and any vehicle rental costs incurred, inspection coordination, safety, mobilization and/or other observation services described in this License (collectively, the "**Services**"). Licensee shall bear the cost of the Services, when deemed necessary by Licensor's representative. Flagging costs shall include, but not be limited to, the following: pay for at least an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays (as applicable); vacation allowance; paid holidays (as applicable); railway and

unemployment insurance; public liability and property damage insurance; health and welfare benefits; transportation; meals; lodging and supervision. Negotiations for railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase flagging rates. Flagging rates in effect at the time of performance by the flaggers will be used to calculate the flagging costs pursuant to this **Section 7**.

7.3 Licensor, at its sole discretion, may elect to designate a third party (the "**Scheduling Agent**"), to perform and/or arrange for the performance of the Services.

8. **Payment Terms.** All invoices are due thirty (30) days after the date of invoice. If Licensee fails to pay any monies due to Licensor within thirty (30) days after the invoice date, then Licensee shall pay interest on such unpaid sum from the due date until paid at an annual rate equal to the lesser of (i) the prime rate last published in *The Wall Street Journal* in the preceding December plus two and one-half percent (2-1/2%), or (ii) the maximum rate permitted by law.

LICENSOR'S RESERVED RIGHTS

9. **Reserved Rights of Use.** Licensor excepts and reserves the right, to be exercised by Licensor and any other parties who may obtain written permission or authority from Licensor:
- 9.1 to maintain, use, operate, repair, replace, modify and relocate any utility, power or communication pipe/lines/cables and appurtenances (other than the Pipeline) and other facilities or structures of like character upon, over, under or across the Premises existing as of the Effective Date;
 - 9.2 to construct, maintain, renew, use, operate, change, modify and relocate any tracks or additional facilities, structures and related appurtenances upon, over, under or across the Premises; or
 - 9.3 to use the Premises in any manner as Licensor in its sole discretion deems appropriate, provided Licensor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Licensee for the purpose specified in **Section 4** above.
10. **Right to Require Relocation.** If at any time during the term of this License, Licensor desires the use of its rail corridor in such a manner as would, in Licensor's reasonable opinion, be interfered with by the Pipeline, Licensee shall, at its sole expense, within thirty (30) days after receiving written notice from Licensor to such effect, make such changes in the Pipeline as in the sole discretion of Licensor may be necessary to avoid interference with the proposed use of Licensor's rail corridor, including, without limitation, the relocation of the Pipeline, or the construction of a new pipeline to replace the Pipeline. Notwithstanding the foregoing, Licensee agrees to make all emergency changes and minor adjustments, as determined by Licensor in its sole discretion, to the Pipeline promptly upon Licensor's request.

LICENSEE'S OPERATIONS

11. **Construction and Maintenance of the Pipeline.**
- 11.1 Licensee shall not enter the Premises or commence construction unless accompanied by Licensor's representative, the Scheduling Agent or its designee. Licensee shall notify Licensor's Roadmaster, at telephone 701-280-7232, at least ten (10) business days prior to installation of the Pipeline and prior to entering the Premises for any subsequent maintenance thereon. In the event of emergency, Licensee shall notify Licensor of Licensee's entry onto the Premises at the telephone number above as soon as practicable and shall promptly thereafter follow up with written notice of such entry.
 - 11.2 Licensee's on-site supervisors shall retain/maintain a fully executed copy of this License at all times while on the Premises.
 - 11.3 While on the Premises, Licensee shall use only public roadways to cross from one side of Licensor's tracks to the other.

- 11.4 Any contractors or subcontractors performing work on the Pipeline or entering the Premises on behalf of Licensee shall be deemed servants and agents of Licensee for purposes of this License.
- 11.5 Under no conditions shall Licensee be permitted to conduct any tests, investigations or any other activity using mechanized equipment and/or machinery, or place or store any mechanized equipment, tools or other materials, within twenty-five (25) feet of the centerline of any railroad track on the Premises unless Licensee has obtained prior written approval from Licensor. Licensee shall, at its sole cost and expense, perform all activities on and about the Premises, including without limitation all construction and maintenance of the Pipeline, in such a manner and of such materials as not at any time to endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. If ordered to cease using the Premises at any time by Licensor's personnel due to any hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine the safe nature thereof, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is safe. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 11.6 Licensee shall, at its sole cost and expense, construct and maintain the Pipeline in such a manner and of such material that the Pipeline will not at any time endanger or interfere with (i) the existence or use of present or future tracks, roadbeds, or property of Licensor, (ii) the safe operation and activities of Licensor or existing third parties, or (iii) the rights or interests of third parties. The construction of the Pipeline shall be completed within one (1) year of the Effective Date, and any subsequent maintenance shall be completed within one (1) year of initiation. Within fifteen (15) days after completion of the construction of the Pipeline or the performance of any subsequent maintenance thereon, Licensee shall, at Licensee's own cost and expense, restore the Premises to substantially their state as of the Effective Date, unless otherwise approved in advance by Licensor in writing. On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense, surrender the Premises to Licensor pursuant to the terms and conditions set forth in **Section 24** hereof.
- 11.7 Licensor may direct one or more of its field engineers or inspectors to observe or inspect the construction and/or maintenance of the Pipeline at any time for compliance with the Drawings and Specifications and Legal Requirements (defined below). Licensee shall reimburse Licensor for the cost of such observation or inspection related services pursuant to **Section 8**. If ordered at any time to halt construction or maintenance of the Pipeline by Licensor's personnel due to non-compliance with the Drawings and Specifications or any other hazardous condition, Licensee shall immediately do so. Notwithstanding the foregoing right of Licensor, the parties agree that Licensor has no duty or obligation to observe or inspect, or to halt work on, the Pipeline, it being solely Licensee's responsibility to ensure that the Pipeline is constructed and maintained in strict accordance with the Drawings and Specifications and in a safe and workmanlike manner in compliance with all terms hereof. Neither the exercise of, nor the failure by Licensor to exercise, any right granted by this Section will alter in any way the liability allocation provided by this License. If at any time Licensee shall, in the sole judgment of Licensor, fail to properly perform its obligations under this **Section 11**, Licensor may, at its option and at Licensee's sole expense, arrange for the performance of such work as it deems necessary for the safety of its operations and activities. Licensee shall promptly reimburse Licensor for all costs and expenses of such work, pursuant to the terms of **Section 8**. Licensor's failure to perform any obligations of Licensee shall not alter the liability allocation hereunder.
- 11.8 When approved in advance by Licensor, for any horizontal directional drilling ("HDD") the cutting head must travel at 0.0% grade (or downward) beginning 25' (minimum) from centerline of track until it reaches a point 25' (minimum) from the centerline of track. Minimum pressure must be applied to pumping the slurry to the cutting head during drilling. This will deter the bentonite slurry used for lubrication from seeping up and fouling the track roadbed. A Flagman must be present during installation and will monitor the ballast and roadbed.

12. Boring and Excavation.

- 12.1 Prior to Licensee conducting any boring, excavation, or similar work on or about any portion of the Premises, Licensee shall contact the applicable State's call-before-you-dig utility location service to have 3rd parties mark the location of utilities. Licensee shall explore the proposed location for such work with hand tools to a depth of at least three (3) feet below the surface of the ground to determine whether pipelines or other structures exist below the surface, provided, however, that in lieu of the foregoing hand-tool exploration, Licensee shall have the right to use suitable detection equipment or other generally accepted industry practice (e.g., consulting with the United States Infrastructure Corporation) to determine the existence or location of pipelines and other subsurface structures prior to drilling or excavating with mechanized equipment. Licensee shall request information from Licensor concerning the existence and approximate location of Licensor's underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline by contacting Licensor's Telecommunications Helpdesk, currently at 1-800-713-3599 (option1), at least ten (10) business days prior to installation of the Pipeline. Upon receiving Licensee's timely request, Licensor will provide Licensee with the information Licensor has in its possession regarding any existing underground lines, utilities, and pipelines at or near the vicinity of the proposed Pipeline and, if applicable, identify the location of such lines on the Premises pursuant to Licensor's standard procedures. Licensor does not warrant the accuracy or completeness of information relating to subsurface conditions of the Premises and Licensee's operations will be subject at all times to the liability provisions herein.
- 12.2 For all bores greater than 26-inch diameter and at a depth less than 10.0 feet below bottom of rail, a soil investigation must be performed by Licensee and reviewed by Licensor prior to construction. This study is to determine if granular material is present, and to prevent subsidence during the installation process. If the investigation determines in Licensor's reasonable opinion that granular material is present, Licensor may select a new location for Licensee's use, or may require Licensee to furnish for Licensor's review and approval, in Licensor's sole discretion, a remedial plan to deal with the granular material. Once Licensor has approved any such remedial plan in writing, Licensee shall, at Licensee's sole cost and expense, carry out the approved plan in accordance with all terms thereof and hereof.
- 12.3 No wells shall be installed without prior written approval from Licensor.
- 12.4 Any open hole, boring, or well constructed on the Premises by Licensee shall be safely covered and secured at all times when Licensee is not working in the actual vicinity thereof. Following completion of that portion of the work, all holes or borings constructed on the Premises by Licensee shall be:
- 12.4.1 filled in to surrounding ground level with compacted bentonite grout; or
- 12.4.2 otherwise secured or retired in accordance with any applicable Legal Requirement. No excavated materials may remain on Licensor's property for more than ten (10) days, but must be properly disposed of by Licensee in accordance with applicable Legal Requirements.

LIABILITY AND INSURANCE

13. Liability and Indemnification.

- 13.1 For purposes of this License: (a) "**Indemnitees**" means Licensor and Licensor's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, shareholders, employees, and agents; (b) "**Liabilities**" means all claims, liabilities, fines, penalties, costs, damages, losses, liens, causes of action, suits, demands, judgments, and expenses (including, without limitation, court costs, reasonable attorneys' fees, costs of investigation, removal and remediation, and governmental oversight costs) environmental or otherwise; and (c) "**Licensee Parties**" means Licensee and Licensee's officers, agents, invitees,

licensees, employees, or contractors, or any party directly or indirectly employed by any of them, or any party they control or exercise control over.

- 13.2 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS INDEMNITEES FOR, FROM, AND AGAINST ANY AND ALL LIABILITIES OF ANY NATURE, KIND, OR DESCRIPTION DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM, OR RELATED TO (IN WHOLE OR IN PART):**
- 13.2.1 **THIS LICENSE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS,**
- 13.2.2 **ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LICENSE,**
- 13.2.3 **LICENSEE'S OCCUPATION AND USE OF THE PREMISES,**
- 13.2.4 **THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY OR CONTRIBUTED TO BY LICENSEE, OR**
- 13.2.5 **ANY ACT OR OMISSION OF ANY LICENSEE PARTY.**
- 13.3 **TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE NOW AND FOREVER WAIVES AND WILL INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL CLAIMS THAT BY VIRTUE OF ENTERING INTO THIS LICENSE, LICENSOR IS A GENERATOR, OWNER, OPERATOR, ARRANGER, OR TRANSPORTER FOR THE PURPOSES OF THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT, AS AMENDED ("CERCLA") OR OTHER ENVIRONMENTAL LAWS (DEFINED BELOW). NOTHING IN THIS LICENSE IS MEANT BY EITHER PARTY TO CONSTITUTE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES AND THIS LICENSE SHOULD NOT BE SO CONSTRUED. IF ANY AGENCY OR COURT CONSTRUES THIS LICENSE TO BE A WAIVER OF ANY INDEMNITEE'S COMMON CARRIER DEFENSES, LICENSEE AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND INDEMNITEES FOR ANY LIABILITIES RELATED TO THAT CONSTRUCTION OF THIS LICENSE. IN NO EVENT AS BETWEEN LICENSOR AND LICENSEE AS TO USE OF THE PREMISES AS CONTEMPLATED BY THIS LICENSE SHALL LICENSOR BE RESPONSIBLE TO LICENSEE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.**
- 13.4 **IF ANY EMPLOYEE OF ANY LICENSEE PARTY ASSERTS THAT HE OR SHE IS AN EMPLOYEE OF ANY INDEMNITEE, TO THE FULLEST EXTENT PERMITTED BY LAW, LICENSEE SHALL, AND SHALL CAUSE ITS CONTRACTOR TO, RELEASE, INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FROM AND AGAINST ANY LIABILITIES ARISING OUT OF OR RELATED TO (IN WHOLE OR IN PART) ANY SUCH ASSERTION INCLUDING, BUT NOT LIMITED TO, ASSERTIONS OF EMPLOYMENT BY AN INDEMNITEE RELATED TO THE FOLLOWING OR ANY PROCEEDINGS THEREUNDER: THE FEDERAL EMPLOYERS' LIABILITY ACT, THE SAFETY APPLIANCE ACT, THE LOCOMOTIVE INSPECTION ACT, THE OCCUPATIONAL SAFETY AND HEALTH ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.**
- 13.5 **THE FOREGOING OBLIGATIONS OF LICENSEE SHALL NOT APPLY TO THE EXTENT LIABILITIES ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY INDEMNITEE, BUT SHALL APPLY TO ALL OTHER LIABILITIES, INCLUDING THOSE ARISING FROM OR ATTRIBUTED TO ANY OTHER ALLEGED OR ACTUAL NEGLIGENCE, INTENTIONAL ACTS, OR STRICT LIABILITY OF ANY INDEMNITEE.**
- 13.6 **Upon written notice from Licensor, Licensee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnitee by any entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or save and hold harmless**

any Indemnitee. Licensee shall pay all costs and expenses incident to such defense, including, but not limited to, reasonable attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

14. **Personal Property Risk of Loss.** ALL PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, FIXTURES, EQUIPMENT, OR RELATED MATERIALS UPON THE PREMISES WILL BE AT THE RISK OF LICENSEE ONLY, AND NO INDEMNITEE WILL BE LIABLE FOR ANY DAMAGE THERETO OR THEFT THEREOF, WHETHER OR NOT DUE IN WHOLE OR IN PART TO THE NEGLIGENCE OF ANY INDEMNITEE.

15. **Insurance.** Licensee shall, at its sole cost and expense, procure and maintain during the term of this License the following insurance coverage:

15.1 **Commercial General Liability "CGL" Insurance.**

- a. The policy will provide a minimum of \$5,000,000 per occurrence and an aggregate limit of at least \$10,000,000 but in no event will the coverage be in an amount less than the amount otherwise carried by Licensee. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:
 - Bodily Injury and Property Damage
 - Personal Injury and Advertising Injury
 - Fire legal liability
 - Products and completed operations
 - Contractual Liability for an "Insured Contract" consistent with the definition under the standard ISO general liability policy form.
- b. This policy will include the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - The definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of Licensor's property;
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor and Jones Lang LaSalle Brokerage, Inc. to include coverage for ongoing and completed operations;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.
- c. The parties agree that the workers' compensation and employers' liability related exclusions in the CGL policy(s) are intended to apply to employees of the policyholder and will not apply to Licensor's employees.
- d. No other endorsements that limit coverage with respect to Licensee's obligations under this agreement may be included on the policy.

15.2 **Business Automobile Insurance.**

- a. The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
 - Bodily injury and property damage.
 - Any and all vehicles owned, used or hired.
- b. The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor;
 - Additional insured endorsement in favor of and acceptable to Licensor;
 - Separation of insureds;
 - The policy shall be primary and non-contributing with respect to any insurance carried by Licensor.

15.3 Workers' Compensation and Employers' Liability Insurance.

- a. The policy will provide coverage of all employees performing any part of the installation or maintenance of the Pipeline including coverage for, but not limited to:
 - Licensee's statutory liability under the workers' compensation laws of the state(s) in which the work or services under this agreement are to be performed. The policy will cover all of Licensee's employees, regardless of whether such coverage is optional under the law of that state(s).
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- b. The policy will include contain the following endorsements or language, which shall be indicated on or attached to the certificate of insurance:
 - Waiver of subrogation in favor of and acceptable to Licensor.

15.4 Railroad Protective Liability Insurance. The policy will name only Licensor as the Insured and will provide coverage of at least \$5,000,000 per occurrence and \$10,000,000 in the aggregate. The coverage obtained under this policy shall only be effective during the initial installation and/or construction of the Pipeline. **THE CONSTRUCTION OF THE PIPELINE SHALL BE COMPLETED WITHIN ONE (1) YEAR OF THE EFFECTIVE DATE.** If further maintenance of the Pipeline is needed at a later date, an additional Railroad Protective Liability Insurance Policy shall be required. The policy will be issued on a standard ISO form CG 00 35 12 04 and include the following:

- Endorsed to include the Pollution Exclusion Amendment.
- Endorsed to include the Limited Seepage and Pollution Endorsement.
- Endorsed to remove any exclusion for punitive damages.
- Endorsed to include Evacuation Expense Coverage Endorsement.
- No other endorsements restricting coverage may be added.
- The original policy must be provided to Licensor and Licensee shall not perform any work or services of any kind under this agreement until Licensor has reviewed and approved the policy.
- The definition of "Physical Damage to Property" will be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody and control (including, but not limited to rolling stock and their contents, mechanical construction equipment or motive power equipment, railroad tracks, roadbeds, catenaries, signals, tunnels, bridges and buildings) arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, for a period of one (1) year from the Effective Date, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to Licensee or its contractor. The limits of coverage are the same as above. The cost is \$1266.00.

- Licensee may **elect** to participate in Licensor's Blanket Policy;
- Licensee **declines** to participate in Licensor's Blanket Policy.

15.5 Intentionally deleted

15.6 Other Requirements:

15.6.1 Where allowable by law, no exclusion for punitive damages may be included in any policy.

15.6.2 Licensee agrees to waive its right of recovery against Licensor for all claims and suits against Licensor. In addition, Licensee's insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Licensor for all claims and suits. Licensee further waives its right of recovery, and its insurers also waive their right of

- subrogation against Licensor for loss of Licensee's owned or leased property or property under Licensee's care, custody, or control.
- 15.6.3 Allocated Loss Expense, including but not limited to defense costs and expenses, will be in addition to all policy limits for coverage under the insurance requirements.
- 15.6.4 Licensee is not allowed to self-insure without the prior written consent of Licensor. If Licensor allows Licensee to self-insure, Licensee shall directly cover any self-insured retention or other financial responsibility for claims in lieu of insurance. Any and all Licensor liabilities that would otherwise be covered by Licensee's insurance in accordance with the provisions of this agreement, will be covered as if Licensee elected not to include a self-insured retention or other financial responsibility for claims.
- 15.6.5 Prior to entering the Premises or commencing any work related to the installation or subsequent maintenance of the Pipeline, Licensee shall furnish to Licensor an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments.
- 15.6.6 Licensee shall notify BNSF in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration of any insurance requirement.
- 15.6.7 Any insurance policy shall be written by a reputable insurance company acceptable to Licensor or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- 15.6.8 If the coverage provided by any of the insurance policies required by this agreement is purchased on a "claims made" basis, Licensee hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this agreement.
- 15.6.9 Licensee agrees to provide evidence to Licensor that it has the required coverage in place at least annually or in the event of a renewal or material change of coverage
- 15.6.10 Licensee represents that this License has been thoroughly reviewed by Licensee's insurance agent(s)/broker(s), and that Licensee has instructed them to procure the insurance coverage required by this License.
- 15.6.11 Not more frequently than once every five years, Licensor may, at its discretion, reasonably modify the insurance requirements to reflect the then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- 15.6.12 If Licensee will subcontract any portion of the operation, Licensee shall require that the subcontractor provide and maintain insurance coverage(s) as set forth herein, naming Licensor as an additional insured. In addition, Licensee shall require that the subcontractor shall release, defend and indemnify Licensee to the same extent and under the same terms and conditions as Licensee is required to release, defend and indemnify Licensor under this agreement.
- 15.6.13 Failure to provide evidence as required by this section shall entitle, but not require, Licensor to terminate this License immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Licensee's obligations hereunder.
- 15.6.14 The fact that Licensee obtains insurance (including, without limitation, self-insurance) shall not release or diminish Licensee's liabilities or obligations including, without limitation, the liabilities and obligations under the indemnity provisions of the License. Damages recoverable by Licensor shall not be limited by the amount of the required insurance coverage.

15.6.15 In the event of a claim or lawsuit involving BNSF arising out of this Agreement, Licensee will make the policy covering such claims or lawsuits available to BNSF.

15.6.16 If Licensee maintains broader coverage and/or higher limits than the minimum requirements in this Agreement, BNSF requires and shall be entitled to the broader coverage and/or the higher limits. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to BNSF.

15.6.17 These insurance provisions are intended to be a separate and distinct obligation on the part of the Licensee. Therefore, these provisions shall be enforceable and Licensee shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work or services are performed under this License.

15.6.18 For purposes of this **Section 15**, Licensor shall mean "Burlington Northern Santa Fe, LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

COMPLIANCE WITH LAWS, REGULATIONS, AND ENVIRONMENTAL MATTERS

16. Compliance with Laws, Rules, and Regulations.

- 16.1 Licensee shall observe and comply with any and all applicable federal, state, local, and tribal laws, statutes, regulations, ordinances, orders, covenants, restrictions, or decisions of any court of competent jurisdiction ("**Legal Requirements**") relating to the construction, maintenance, and use of the Pipeline and the use of the Premises.
- 16.2 Prior to entering the Premises, Licensee shall and shall cause its contractor(s) to comply with all of Licensor's applicable safety rules and regulations. Licensee must ensure that each of its employees, contractors, agents or invitees entering upon the Premises completes the safety orientation program at the Website "www.BNSFcontractor.com" (the "**Safety Orientation**") within one year prior to entering upon the Premises. Additionally, Licensee must ensure that each and every employee of Licensee, its contractors, agents and invitees possess a card certifying completion of the Safety Orientation prior to entering upon the Premises. Licensee must renew (and ensure that its contractors, agents or invitees, as applicable, renew) the Safety Orientation annually.
- 16.3 Licensee shall obtain on or before the date it or its contractor enters the Premises, any and all additional rights-of way, easements, licenses and other agreements relating to the grant of rights and interests in and/or access to the Premises (collectively, the "**Rights**") and such other rights, licenses, permits, authorizations, and approvals (including without limitation, any necessary local, state, federal or tribal authorizations and environmental permits) that are necessary in order to permit Licensee to construct, maintain, own and operate the Pipeline and otherwise to perform its obligations hereunder in accordance with the terms and conditions hereof.
- 16.4 Licensee shall either require that the initial stated term of each such Rights be for a period that does not expire, in accordance with its ordinary terms, prior to the last day of the term of this License or, if the initial stated term of any such Right expires in accordance with its ordinary terms on a date earlier than the last day of the term of this License, Licensee shall, at its cost, exercise any renewal rights thereunder, or otherwise acquire such extensions, additions and/or replacements as may be necessary, in order to cause the stated term thereof to be continued until a date that is not earlier than the last day of the term of this License.
- 16.5 Upon the expiration or termination of any Right that is necessary in order for Licensee to own, operate or use the Pipeline in accordance with the terms and conditions of this License, this License thereby shall automatically expire upon such expiration or termination of the Right.

17. Environmental.

- 17.1 Licensee shall strictly comply with Environmental Laws (as defined below). Licensee shall not maintain a treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws on the Premises. Licensee shall not release or suffer the release of oil or Hazardous Materials (as defined below) on or about the Premises.
- 17.2 Except as specifically set forth in Section 4 of this License, Licensee covenants that it will not handle or transport Hazardous Materials through the Pipeline or on Licensor's property. Upon request by Licensor, Licensee agrees to furnish Licensor with proof, satisfactory to Licensor, that Licensee is in compliance with the provisions of this **Section 17.2**.
- 17.3 Licensee shall give Licensor immediate notice to Licensor's Resource Operations Center at (800) 832-5452 of any known (i) release of Hazardous Materials on, from, or affecting the Premises, (ii) violation of Environmental Laws, or (iii) inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Licensee's use of the Premises. Licensee shall use its best efforts to immediately respond to any release on, from, or affecting the Premises. Licensee also shall give Licensor prompt notice of all measures undertaken on behalf of Licensee to investigate, remediate, respond to or otherwise cure such release or violation.
- 17.4 If Licensor has notice from Licensee or otherwise of a release or violation of Environmental Laws arising in any way with respect to the Pipeline which occurred or may occur during the term of this License, Licensor may require Licensee, at Licensee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Licensor's right-of-way.
- 17.5 Licensee shall immediately report to Licensor's Resource Operations Center at (800) 832-5452 any conditions or activities upon the Premises known to Licensee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons, property, or the environment arising out of such conditions or activities; provided, however, that Licensee's reporting to Licensor shall not relieve Licensee of any obligation whatsoever imposed on it by this License. Licensee shall promptly respond to Licensor's request for information regarding said conditions or activities.
- 17.6 During the term of this License, Licensor may, at Licensor's option, require Licensee to conduct an environmental audit, including but not limited to sampling, of the Premises through an environmental consulting engineer acceptable to Licensor, at Licensee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during occupancy thereof by Licensee. The audit shall be conducted to Licensor's satisfaction and a copy of the audit report shall promptly be provided to Licensor for its review. Licensee shall pay all expenses for any remedial or corrective action that may be required as a result of said audit to correct any noncompliance or environmental damage, and Licensee shall diligently pursue and complete all necessary work prior to termination of this License. Licensee's obligations under this Section 17.6 shall survive termination of this License.
- 17.7 Notwithstanding anything in this Section 17, the parties agree that Licensor has no duty or obligation to monitor Licensee's use of the Premises to determine Licensee's compliance with Environmental Laws, it being solely Licensee's responsibility to ensure that Licensee's use of the Premises is compliant. Neither the exercise nor the failure by Licensor to exercise any rights granted in this Section will alter the liability allocation provided by this License.
- 17.8 "**Environmental Law(s)**" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C.

§1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- 17.9 **"Hazardous Material(s)"** shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

DISCLAIMER OF WARRANTIES

18. **No Warranties.**

18.1 **LICENSOR'S DUTIES AND WARRANTIES ARE LIMITED TO THOSE EXPRESSLY STATED IN THIS LICENSE AND SHALL NOT INCLUDE ANY IMPLIED DUTIES OR IMPLIED WARRANTIES, NOW OR IN THE FUTURE. NO REPRESENTATIONS OR WARRANTIES HAVE BEEN MADE BY LICENSOR OTHER THAN THOSE CONTAINED IN THIS LICENSE. LICENSEE HEREBY WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PREMISES OR WHICH MAY EXIST BY OPERATION OF LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

18.2 **LICENSOR MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, CONCERNING (A) THE SCOPE OF THE LICENSE OR OTHER RIGHTS GRANTED HEREUNDER TO LICENSEE OR (B) WHETHER OR NOT LICENSEE'S CONSTRUCTION, MAINTENANCE, OWNERSHIP, USE OR OPERATION OF THE PIPELINE WILL VIOLATE OR INFRINGE UPON THE RIGHTS, INTERESTS AND ESTATES OF THIRD PARTIES, INCLUDING, WITHOUT LIMITATION, ANY LEASES, USE RIGHTS, EASEMENTS AND LIENS OF ANY THIRD PARTY.**

19. **Disclaimer of Warranty for Quiet Enjoyment. LICENSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LICENSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE.**

20. **Eviction at Risk of Licensee. In case of the eviction of Licensee by anyone owning, claiming title to, or claiming any interest in the Premises, or by the abandonment by Licensor of the affected rail corridor, Licensor shall not be liable (i) to refund Licensee any compensation paid hereunder, except for the pro-rata part of any recurring charge paid in advance, or (ii) for any damages or costs Licensee sustains in connection with the eviction.**

LIENS AND TAXES

21. **Liens and Charges. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Licensee on the Premises. Licensor is hereby authorized to post any notices or take any other action upon or with respect to the**

Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Licensor to take any such action shall not relieve Licensee of any obligation or liability under this **Section 21** or any other Section of this License.

22. Taxes. Licensee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed by any governmental or quasi-governmental body upon the Pipeline or any other improvements constructed or installed on the Premises by or for Licensee (collectively, the "**Improvements**") or any Taxes levied or assessed against Licensor or the Premises that are attributable to the Improvements.

DEFAULT, TERMINATION, AND SURRENDER

23. Default and Termination. In addition to and not in limitation of Licensor's right to terminate for failure to provide evidence of insurance as required pursuant to the terms of **Section 15**, the following events are also deemed to be events of default pursuant to which Licensor has the right to terminate as set forth below:
- 23.1 If default shall be made in any of Licensee's covenants, agreements, or obligations contained in this License and Licensee fails to cure said default within thirty (30) days after written notice is provided to Licensee by Licensor, or in case of any assignment or transfer of this License in violation of **Section 26** below, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee. Notwithstanding the foregoing, Licensor shall have the right to terminate this License immediately if Licensee fails to provide evidence of insurance as required in **Section 15**.
- 23.2 Should Licensee not comply fully with the obligations of **Section 17** regarding the handling or transporting of Hazardous Materials, notwithstanding anything contained in any other provision of this License, Licensor may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee.
- 23.3 Any waiver by Licensor of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults, nor shall any such waiver in any way affect Licensor's ability to enforce any Section of this License. The remedies set forth in this **Section 23** shall be in addition to, and not in limitation of, any other remedies that Licensor may have at law or in equity.
- 23.4 In addition to and not in limitation of Licensor's rights to terminate this License for failure to provide evidence of insurance or occurrence of defaults as described above, this License may be terminated by either party, at any time, by serving thirty (30) days' written notice of termination upon the other party. Such termination shall not release either party hereto from any liability or obligation under the License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or thereafter in case by the terms of the License it is provided that anything shall or may be done after termination hereof.
24. Surrender of the Premises.
- 24.1 On or before expiration or termination of this License for any reason, Licensee shall, at its sole cost and expense:
- 24.1.1 if so directed by Licensor in writing, remove the Improvements, the Pipeline and all appurtenances thereto, or, at the sole discretion of Licensor, fill and cap or otherwise appropriately decommission the Pipeline with a method satisfactory to Licensor;
- 24.1.2 report and restore any damage to the Premises or Licensor's other property arising from, growing out of, or connected with Licensee's use of the Premises;
- 24.1.3 remedy any unsafe conditions on the Premises created or aggravated by Licensee; and

- 24.1.4 leave the Premises in substantially the condition which existed as of the Effective Date, or as otherwise agreed to by Licensor.
- 24.2 Upon any expiration or termination of this License, if Licensee fails to surrender the Premises to Licensor or if Licensee fails to complete its obligations under **Section 24.1** above (the "**Restoration Obligations**"), Licensee shall have a limited license to enter upon the Premises solely to the extent necessary for Licensee to complete the Restoration Obligations, and all liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered and the Restoration Obligations are completed. Neither termination nor expiration shall release Licensee from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Licensee surrenders the Premises and all of the Restoration Obligations are completed.
- 24.3 If Licensee fails to complete the Restoration Obligations within thirty (30) days after the date of such termination of its tenancy, then Licensor may, at its election, either: (i) remove the Pipeline and the other Improvements or otherwise restore the Premises, and in such event Licensee shall, within thirty (30) days after receipt of bill therefor, reimburse Licensor for cost incurred, (ii) upon written notice to Licensee, take and hold the Pipeline and the other Improvements and personal property as its sole property, without payment or obligation to Licensee therefor, or (iii) specifically enforce Licensee's obligation to restore and/or pursue any remedy at law or in equity against Licensee for failure to so restore. Further, if Licensor has consented to the Pipeline and the other Improvements remaining on the Premises following termination, Licensee shall, upon request by Licensor, provide a bill of sale in a form acceptable to Licensor conveying the Pipeline and the other Improvements to Licensor for no additional consideration.

MISCELLANEOUS

25. **Successors and Assigns.** All provisions contained in this License shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Licensor and Licensee to the same extent as if each such successor and assign was named a party to this License.
26. **Assignment.**
- 26.1 Licensee may not sell, assign, transfer, or hypothecate this License or any right, obligation, or interest herein (either voluntarily or by operation of law, merger, or otherwise) without the prior written consent of Licensor, which consent may not be unreasonably withheld or delayed by Licensor. Any attempted assignment by Licensee in violation of this **Section 26** shall be a breach of this License and, in addition, shall be voidable by Licensor in its sole and absolute discretion.
- 26.2 For purposes of this **Section 26**, the word "assign" shall include without limitation (a) any sale of the equity interests of Licensee following which the equity interest holders of Licensee immediately prior to such sale own, directly or indirectly, less than 50% of the combined voting power of the outstanding voting equity interests of Licensee, (b) any sale of all or substantially all of the assets of (i) Licensee and (ii) to the extent such entities exist, Licensee's parent and subsidiaries, taken as a whole, or (c) any reorganization, recapitalization, merger or consolidation involving Licensee. Notwithstanding the foregoing, any reorganization, recapitalization, merger or consolidation following which the equity interest holders of Licensee immediately prior to such reorganization, recapitalization, merger or consolidation own, directly or indirectly, at least 50% of the combined voting power of the outstanding voting equity interests of Licensee or any successor thereto or the entity resulting from such reorganization, recapitalization, merger or consolidation shall not be deemed an assignment. THIS LICENSE SHALL NOT RUN WITH THE LAND WITHOUT THE EXPRESS WRITTEN CONSENT OF LICENSOR, SUCH CONSENT TO BE IN LICENSOR'S SOLE DISCRETION.
- 26.3 Notwithstanding the provisions of **Section 26.1** above or anything contained in this License to the contrary, if Licensee sells, assigns, transfers, or hypothecates this License or any interest herein in contravention of the provisions of this License (a "**Purported Assignment**") to another party (a "**Purported Transferee**"), the Purported Transferee's enjoyment of the rights and privileges

granted under this License shall be deemed to be the Purported Transferee's agreement to be bound by all of the terms and provisions of this License, including but not limited to the obligation to comply with the provisions of **Section 15** above concerning insurance requirements. In addition to and not in limitation of the foregoing, Licensee, for itself, its successors and assigns, shall indemnify, defend and hold harmless Licensor for all Liabilities of any nature, kind or description of any person or entity directly or indirectly arising out of, resulting from or related to (in whole or in part) a Purported Assignment. The provisions of this **Section 26.3** shall survive the expiration or earlier termination of this License.

26.4 Licensor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this License, and upon any such transfer or assignment, Licensor shall be released from any further obligations hereunder, and Licensee agrees to look solely to the successor in interest of Licensor for the performance of such obligations.

27. Notices. Any notice, invoice, or other writing required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given and shall be deemed to have been served and given if (i) placed in the United States mail, certified, return receipt requested, or (ii) deposited into the custody of a nationally recognized overnight delivery service, addressed to the party to be notified at the address for such party specified below, or to such other address as the party to be notified may designate by giving the other party no less than thirty (30) days' advance written notice of such change in address.

If to Licensor: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, TX 76131
Attn: Permits/Licenses

with a copy to: BNSF Railway Company
2650 Lou Menk Dr.
Fort Worth, TX 76131
Attn: Senior Manager Real Estate

If to Licensee: City of Fargo
225 4th St
N Fargo, ND 58102

28. Survival. Neither termination nor expiration will release either party from any liability or obligation under this License, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date when the Pipeline and the other Improvements are removed and the Restoration Obligations are completed in accordance with the terms hereof.

29. Recordation. It is understood and agreed that this License shall not be placed or allowed to be placed on public record.

30. Applicable Law. All questions concerning the interpretation or application of provisions of this License shall be decided according to the substantive laws of the State of Texas without regard to conflicts of law provisions.

31. Severability. To the maximum extent possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License shall be prohibited by, or held to be invalid under, applicable law, such provision shall be ineffective solely to the extent of such prohibition or invalidity, and this shall not invalidate the remainder of such provision or any other provision of this License.

32. Integration. This License is the full and complete agreement between Licensor and Licensee with respect to all matters relating to Licensee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Licensee's use of the Premises as described herein. However,

nothing herein is intended to terminate any surviving obligation of Licensee or Licensee's obligation to defend and hold Licensor harmless in any prior written agreement between the parties.

33. Joint and Several Liability. If Licensee consists of two or more parties, all the covenants and agreements of Licensee herein contained shall be the joint and several covenants and agreements of such parties.
34. Waiver. The waiver by Licensor of the breach of any provision herein by Licensee shall in no way impair the right of Licensor to enforce that provision for any subsequent breach thereof.
35. Interpretation.
- 35.1 This License shall be interpreted in a neutral manner, and not more strongly for or against any party based upon the source of the draftsmanship; both parties hereby agree that this License shall not be subject to the principle that a contract would be construed against the party which drafted the same. Article titles, headings to sections and paragraphs and the table of contents (if any) are inserted for convenience of reference only and are not intended to be a part or to affect the meaning or interpretation hereof. The exhibit or exhibits referred to herein shall be construed with and as an integral part of this License to the same extent as if they were set forth verbatim herein.
- 35.2 As used herein, "include", "includes" and "including" are deemed to be followed by "without limitation" whether or not they are in fact followed by such words or words of like import; "writing", "written" and comparable terms refer to printing, typing, lithography and other means of reproducing words in a visible form; references to any person are also to that person's successors and permitted assigns; "hereof", "herein", "hereunder" and comparable terms refer to the entirety hereof and not to any particular article, section, or other subdivision hereof or attachment hereto; references to any gender include references to the masculine or feminine as the context requires; references to the plural include the singular and vice versa; and references to this License or other documents are as amended, modified or supplemented from time to time.
36. Counterparts. This License may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this License may also be exchanged electronically and any electronic version of any party's signature shall be deemed to be an original signature for all purposes.
37. Licensor's Representative. Jones Lang LaSalle Brokerage, Inc. is acting as representative for BNSF Railway Company.

END OF PAGE – SIGNATURE PAGE FOLLOWS

This License has been duly executed by the parties hereto as of the Effective Date.

LICENSOR:

BNSF Railway Company, a Delaware corporation

By: Jones Lang LaSalle Brokerage, Inc.
2650 Lou Menk Drive – MOB2
Fort Worth, TX 76131

By: _____
By:
Title:

LICENSEE:

City of Fargo, a North Dakota

By: _____
By: Shane Geraghty
Title:

EXHIBIT "A"

SCALE: 1 IN = 150 FT
 TWIN CITIES DIV.
 KO SUBDIV.
 L.S. 0026 MP: 8.19
 DATE: 7/25/2024

SECTION: 12
 TOWNSHIP & RANGE:
 139N 49W
 MERIDIAN: 5PM



DESCRIPTION OF PIPELINE
 PIPELINE SHOWN BOLD

	CARRIER PIPE	CASING PIPE		CARRIER PIPE	CASING PIPE
SIZE:	<u>16"</u>	<u>30"</u>	LENGTH ON RW:	<u>204'</u>	<u>204'</u>
CONTENTS:	<u>POTABLE WATER</u>		WORKING PRESSURE:	<u>-</u>	
PIPE MATERIAL:	<u>PVC</u>	<u>STEEL</u>	BURY: BASE/RAIL TO TOP OF CASING		<u>17.99'</u>
SPECIFICATIONS / GRADE:	<u>C900 DR 21</u>	<u>A252 GRADE 3</u>	BURY: NATURAL GROUND		<u>7.59'</u>
WALL THICKNESS:	<u>0.829"</u>	<u>0.469"</u>	BURY: ROADWAY DITCHES		<u>7.59'</u>
COATING:	<u>- ABRASION RESISTANT FBE</u>		CATHODIC PROTECTION		<u>NO</u>

VENTS: NUMBER - SIZE - HEIGHT OF VENT ABOVE GROUND -
 NOTE: CASING TO BE JACKED OR DRY BORED ONLY

FARGO
 COUNTY OF CASS

STATE OF ND

JNC



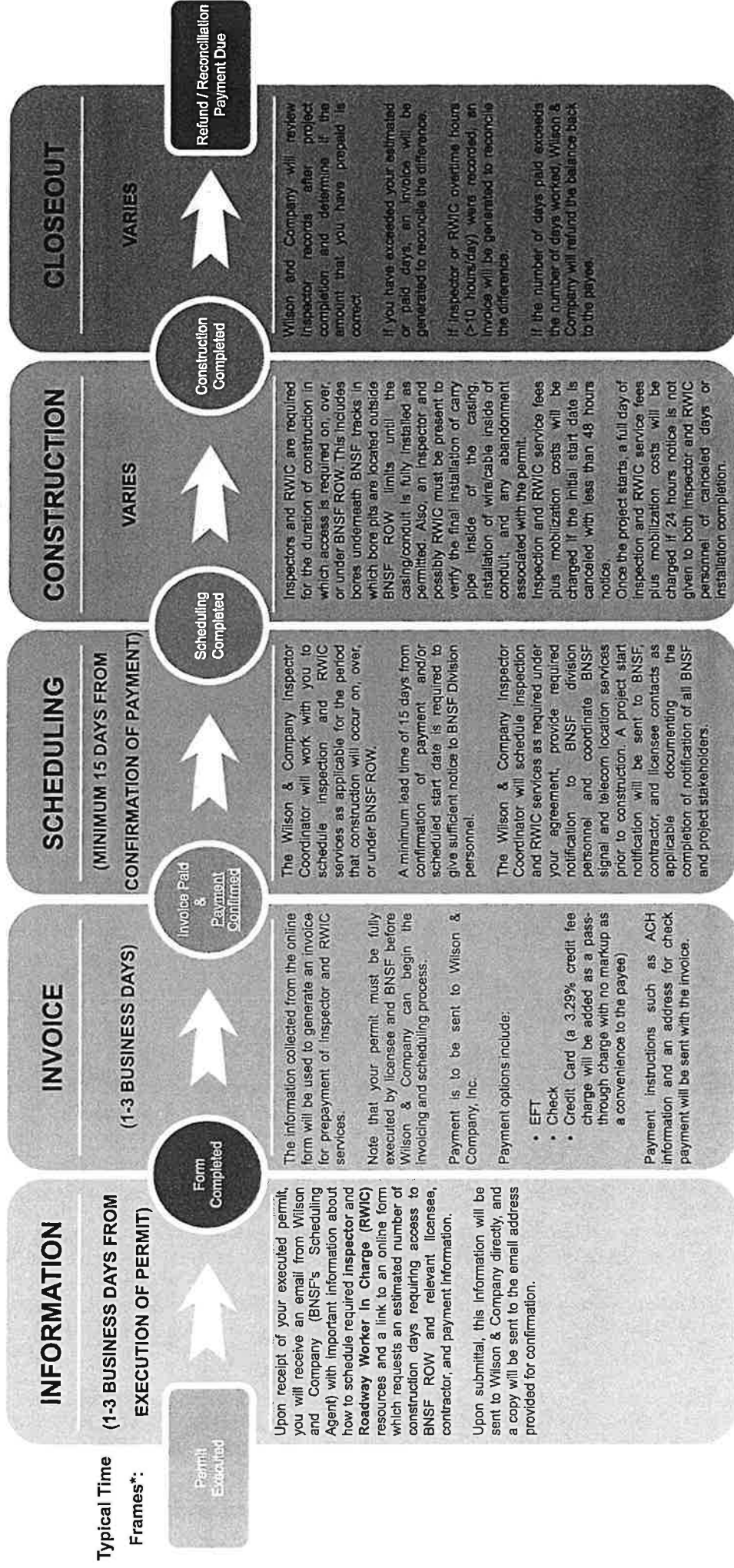
BNSF Utility Inspector Coordinator Process

What to expect after your permit for utility installation is executed

Fee Structure (effective 4/1/2023)

	Per Day up to 10 hours	Per hour over 10	Mobilizations	Additional Mobilizations
Inspector	\$1,400	\$155	\$400	\$400
RWIC*	\$1,400	\$155	0	\$400

* BNSF may provide BNSF personnel to serve as RWIC, to be invoiced separately, by BNSF after completion of the project. In the event that you have paid for a RWIC with Wilson & Company but BNSF requires the use of BNSF personnel, you will be refunded any remaining balance with Wilson & Company after completion of the project.



- Typical time frames are estimates only and are provided strictly for informational purposes. No guarantees of minimum or maximum times are expressed or implied.
 - Note that projects on BNSF's Northwest and Montana divisions and projects if directed as such by local BNSF management may require a BNSF-provided flagger. Wilson & Company will provide the coordination to provide flagging on these projects, but note that BNSF will invoice separately for flagging services after the project is complete.
- A positive balance of pre-paid inspection and/or RWIC days are required throughout the entire duration of the project to maintain continuation of services. If all prepaid days have been used, construction will be stopped and cancellation charges will be assessed accordingly. **It is the licensee's responsibility to ensure a sufficient number of days to complete construction have been fully funded.**

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-24-B1 Type: Change Order #3

Location: 9th St S, 9th - 13th Ave, 9th & 11th Ave S from 8th - 10th St, 10th & 12th Ave S, 9th - 10th St Date of Hearing: 8/26/2024

Routing Date
City Commission 9/3/2024
PWPEC File X
Project File Will Bayuk



The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, related to Change Order #3 in the amount of \$23,469.07 for additional work.

Staff is recommending approval of Change Order #3 in the amount of \$23,469.07, which brings the total contract amount to \$4,107,126.09.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #3 in the amount of \$23,469.07 to Dakota Underground Co., Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #3 in the amount of \$23,469.07 to Dakota Underground Co., Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water, Water, Storm, Traffic/Street Light, Sales Tax, 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

- Tim Mahoney, Mayor
Nicole Crutchfield, Director of Planning
Steve Dirksen, Fire Chief
Brenda Derrig, Assistant City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Tom Knakmuhs, City Engineer
Susan Thompson, Finance Director

Table with 4 columns: Present, Yes, No, Unanimous. Rows for each committee member with checkboxes.

ATTEST:

C: Kristi Olson

Handwritten signature of Tom Knakmuhs, P.E. City Engineer

Memorandum

To: Members of PWPEC
From: Will Bayuk, PE, Project Manager
Date: August 19, 2024
Re: Improvement District No. BR-24-B1 – Change Order #3

Background:

Improvement District No. BR-24-B1 is for the reconstruction of 9th Street South from 9th Avenue to 13th Avenue, 9th and 11th Avenue South from 8th Street to 10th Street, and 10th and 12th Avenue South from 9th Street to 10th Street.

Dakota Underground is the Prime Contractor on this project.

I am writing to seek your approval for the attached Change Order #3, which details additional work performed by the Contractor due to unforeseen circumstances encountered during the ongoing construction project. The total amount for this change order is \$23,469.07.

Details of the Additional Work:

1. Additional Traffic Control for 24” Watermain Connection at 10th Street South

Additional traffic control was needed to close the southernmost left turn lane off of 13th Avenue South onto 10th Street South. This closure was deemed necessary due to closing the right northbound lane on 10th Street South because of the short distance for merging traffic. (Traffic Control – Type 1)

2. Curb Inlet Modification for Edge Drain Connection

The existing curb inlet in the northwest corner of the 13th Avenue South and 9th Street South intersection did not have an edge drain connection. The Contractor was directed by the Engineer to remove extra curb & gutter, and modify the existing inlet to connect new edge drain. (Modify Inlet Type A)

3. 24” Gate Valve Restocking Fee

The plans and specifications for this project called out the installation of three 24” gate valves. Only two 24” gate valves were installed, forcing the Contractor to restock one 24” gate valve to the supplier. (Salvage Gate)

4. 24” Watermain Connection at 13th Avenue South

During the connection on the 24” watermain on 9th Street South at 13th Avenue South, the Contractor encountered issues with the existing 24” cast iron water main pipe. The Contractor worked diligently into the night to restore waterflow back to the critical system. (Connect to Exist Pipe)

The additional work outlined above was critical to ensuring the safety, functionality, and compliance of the construction project. All changes have been reviewed and verified by our engineering team to ensure necessity and accuracy.

Recommended Motion:

Approval of Change Order #3 in the amount of \$23,469.07 for additional work for Dakota Underground.

WRB/klb
Attachment

CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-24-B1

9TH ST S FROM 9TH AVE S TO 13TH AVE S, 9TH AVE S FROM 10TH ST S TO 8TH ST S, 10TH AVE S FROM 10TH ST S TO 9TH ST S, 11TH AVE S FROM 10TH ST S TO 8TH ST S, 12TH AVE S FROM 10TH ST S TO 9TH ST S

Change Order No 3 **Change Order Date** 8/15/2024
Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 3

Details of the Additional Work:

1. Additional Traffic Control for 24 Watermain Connection at 10th Street South
Additional traffic control was needed to close the southernmost left turn lane off of 13th Ave South onto 10th Street South. This closure was deemed necessary due to closing the right northbound lane on 10th Street South because of the short distance for merging traffic. (Traffic Control Type 1)
2. Curb Inlet Modification for Edge Drain Connection
The existing curb inlet in the northwest corner of the 13th Avenue South and 9th Street South intersection did not have an edge drain connection. The contractor was directed by the engineer to remove extra curb & gutter, and modify the existing inlet to connect new edge drain. (Modify Inlet Type A)
3. 24 Gate Valve Restocking Fee
The plans and specifications for this project called out the installation of three 24 gate valves. Only two 24 gate valves were installed, forcing the contractor to restock one 24 gate valve to the supplier. (Salvage Gate)
4. 24 Watermain Connection at 13th Avenue South
During the connection on the 24 watermain on 9th Street South at 13th Avenue South, the contractor encountered issues with the existing 24 cast iron watermain pipe. The contractor worked diligently into the night to restore waterflow back to the critical system. (Connect to Exist Pipe)

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	21	Salvage Gate	LS	0		0	1	1	\$13,786.12	\$13,786.12
	22	Connect Pipe to Exist Pipe	EA	0		0	1	1	\$6,711.67	\$6,711.67
	23	Modify Inlet Type A	EA	0		0	1	1	\$221.28	\$221.28
	24	Traffic Control - Type 1	LS	0		0	1	1	\$2,750.00	\$2,750.00
Change Order 3 Sub Total									\$23,469.07	

Summary.

Source Of Funding

Waste Water Utility Funds, Water Utility Funds, Storm Utility Funds, Traffic/Street Light Utility Funds, Street Sales	
Tax Funds, Prairie Dog Funds, and Special Assessments	\$23,469.07
	\$48,068.34
	\$4,107,126.09
	\$4,178,663.50

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

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

APPROVED

For Contractor

Title

Jared Heller, PE

Dakota Underground Company

Project Manager

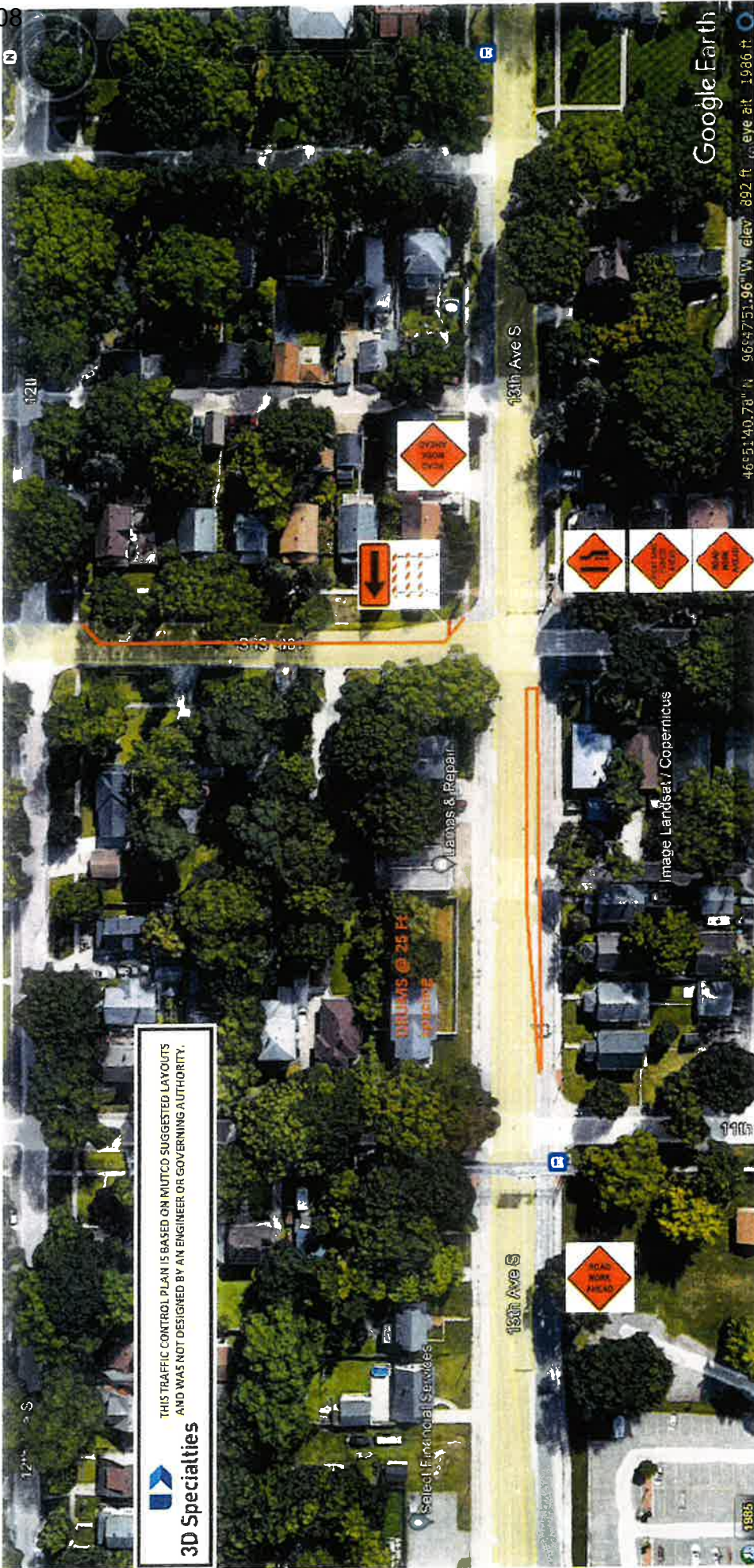
APPROVED DATE

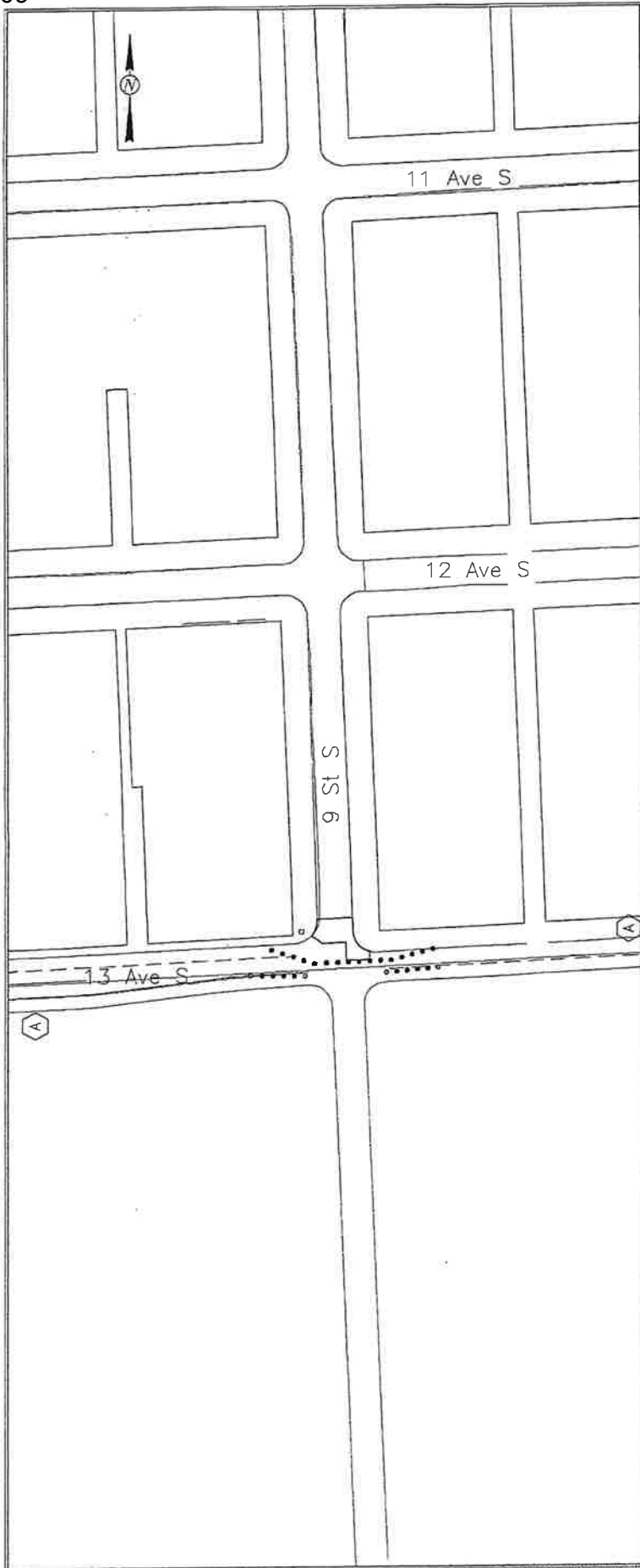
Department Head

Mayor

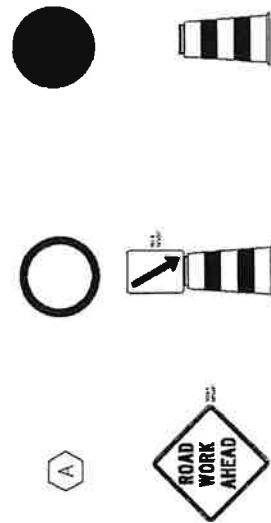
Attest

TRICE





REVISIONS		1	0
SEAL			
Traffic Control			
Paving and Utility Rehab/Reconstruction			
Improvement District	BR-24-B		
Checked by	Checked by	Checked by	Checked by
Drawn by	Drawn by	Drawn by	Drawn by
SECTION NO	SECTION NO	SECTION NO	SECTION NO
100	100	100	100
THE CITY OF Fargo			SHEET NO
PAA MORE			1





1110 25th Ave N • PO Box 1615 • Fargo, ND 58107-1615
800-726-4064 • Office 701-293-8599 • Fax 701-293-7811
Email sales@3Dspecialties.com

July 22, 2024

Dakota Underground
Attn: Bob Nelson, Jared Heller, Eric Odegaard
4001 15th Ave NW
Fargo, ND 58102

RE: District#BR-24-B1
9th St S, 10th St S
Fargo, ND

Jared,

Following is our price for the additional traffic control required for 13th Ave S & 9th St and 10th St S.

5 ea. Road Work Ahead	
1 ea. Right Lane Closed Ahead	
1 ea. Right Lane Ends Symbol	
1 ea. Large Arrow	
1 ea. Type III Barricade	
4 ea. Drum Down Arrow	
80 ea. Drums	Lump Sum <u>\$2,750.00</u>

Sincerely,

Perry Birkholz
3D Specialties, Inc.



8/2/2024

BR 24-B1 Description Saw curb at inlet for removal of drain tile

Employee	Rate	Hours	Amount	Equipment	Rate	Hours	Amount
Jeff Jundt	\$76.50	1.5	\$114.75	Flatbed	\$28.34	1	\$28.34
				7000 Saw	\$49.50	1	\$49.50
							\$0.00

	subtotal	\$114.75	Total Equipment	\$77.84
+ 25% profit & overhead		\$28.69		
	Total Labor			\$143.44

Material/Subs	Cost	Qty	Amount
-			\$0.00
-			\$0.00
-			
-			
-			
-			
-			
-			
-			
-			

	subtotal	\$0.00
+ 25% profit & overhead		\$0.00
	Total Material	\$0.00
	Total	\$221.28



DUPLICATE

CREDIT MEMO

1830 Craig Park Court
St. Louis, MO 63146

Invoice #	V223967
Invoice Date	8/02/24
Account #	239835
Sales Rep	EMILY STEVENSON
Phone #	701-219-7480
Branch #251	Fargo, ND
Total Amount Due	-\$18,579.57

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

Shipped To:
CUSTOMER PICK-UP

DAKOTA UNDERGROUND CO.
4001 15TH AVE N
FARGO ND 58102-2832

CUSTOMER JOB- BR24B1 BR24B1 9TH ST S

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/09/24	8/01/24	CREDIT	BR24B1 9TH ST S	BR24B1		WILL CALL	V223967

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
/30017625136	24 AFC 2524MM MJ RW GV OL L/A	1	1		27894.74000	EA	-27,894.74

Reference Invoice No.U200888

Restock Fee = \$10,042.11
 Freight = \$217.33
 Subtotal = \$10,259.44
 Tax (7.5%) = \$769.45
 Subtotal with Tax = \$11,028.90
 25% O/P = \$2,757.22

Total Change Order = \$13,786.12

Freight	Delivery	Handling	Restock	Misc	Subtotal:	-27,894.74
\$217.33			\$10,042.11		Other:	10,259.44
Terms: NET 30					Tax:	-944.27
					Invoice Total:	-\$18,579.57

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
 To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

Employee	Rate	Hours	Amount	Equipment	Rate	Hours	Amount
Brant Hagen	\$96.75	5	\$483.75	Pickup	\$32.72	5.5	\$179.96
Kurt Dwyer	\$96.75	5.5	\$532.13	323 Excavator	\$141.19	5.5	\$776.55
Jace Rognlie	\$72.00	5	\$360.00	938 Loader	\$80.00	5.5	\$440.00
John Lafromboise	\$63.00	5	\$315.00				
Gavin Lenoue	\$56.25	5	\$281.25				
Billy Wolfe	\$74.25	5.5	\$408.38				
Braden Lenoue	\$54.00	5	\$270.00				
subtotal			\$2,650.50	Total Equipment			\$1,396.51
+ 25% profit & overhead			\$662.63				
Total Labor							\$3,313.13

Material/Subs	Cost	Qty	Amount
- Rock	\$29.80	5	\$149.00
- 24" Repair sleeve	\$1,171.55	2	\$2,343.10
-		1	1,171.55
- CORE Main	281.07	1	281.07
-			
-			
-			
-			
-			
-			
-			

subtotal	\$2,492.10	1601.62
+ 25% profit & overhead	\$623.03	400.41
Total Material		\$3,115.13
		2002.03
Total		\$7,824.76

6,711.67
JDU
8/14/24

KL

PROMISED: 7/30/24
 FILLED BY: _____
 CHECKED BY: _____
 REVIEWED BY: _____



Local Knowledge
 Local Experience
 Local Service, Nationwide®

PICK TICKET V354350

CUSTOMER PICKUP

07/30/2024 11:20 AM PAGE 1

239835

SPECIAL INSTRUCTIONS/COMMENTS: BID # 3241706 C/O # U200857 BID NM: BR-24-B1 9TH STREET SOUTH		SALES MAN																									
DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED	BILL OF LADING NO.	SHIPPED VIA	WILL CALL	PER	UNIT PRICE	BACK ORDERED	QTY ORDERED	QTY SHIPPED	AMOUNT										
251	7/30/24	SEE BELOW	BR24B1 9TH ST S	BR24B1	X						J71																
DAKOTA UNDERGROUND CO. Branch - 251 4900 19th Avenue, North Fargo ND 58102																											
CUS PH# 701 282 9753																											
BR24B1 (24" REPAIR) 24 MJ REGULAR GASKET F/DI WEIGHT: 2.6000 LB 3/4X4-1/2 T-HEAD B&N 304SS TOTAL WEIGHT: 5.20																											
GSK 24	MJ	21AMG124						2				EA	24.01		2	2	48.02										
02	59	21AMB10745S304						32				EA	6.67		32	213.44											
END OF ORDER																											
MERCHANTISE SUBTOTAL														TAX		FREIGHT		DELIVERY		HANDLING		RESTOCKING		MISCELLANEOUS		TOTAL SALE	
261.46														7.500		19.61		.00		.00		.00		.00		281.07	

RECEIVED BY
 SIGNATURE: *Brent*
 PRINT NAME HERE:



V354350239835

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <http://handc.coreandmain.com>.



DUPLICATE
INVOICE

Invoice # V158600
 Invoice Date 7/03/24
 Account # 239835
 Sales Rep EMILY STEVENSON
 Phone # 701-219-7480
 Branch #251 Fargo, ND
 Total Amount Due \$30,455.40

1930 Craig Park Court
 St. Louis, MO 63146

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST LOUIS, MO 63146

DAKOTA UNDERGROUND CO.
 4001 15TH AVE N
 FARGO ND 58102-2832

Shipped To:
 9TH AVE AND 9TH ST SOUTH
 KURT 701-219-1054
 FARGO, ND

CUSTOMER JOB- BR24B1 BR24B1 9TH ST S

 Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/02/24	7/02/24	BR24B1	BR24B1 9TH ST S	BR24B1		CORE & MAIN LP	V158600

Product Code	Description	Quantity			Price	UM	Extended Price
		Ordered	Shipped	B/O			
21I244M	24 MJ 45 C153 IMP	8	8		1384.93000 EA	11,079.44	
21T24CT	24 MJ CAP C153 USA	2	1	1	1671.90000 EA	1,671.90	
21I24S115T	24 MJ L/P SLV C153 IMP	2	2		1089.81000 EA	2,179.62	
21IAMF824P	24 MJ PVC WEDGE RESTRN RED IMP	22	22		517.02000 EA	11,374.44	
21AMB10750304	3/4X5 304SS T-HEAD B&N	352	352		6.00000 EA	2,112.00	
21AMG124	24 MJ REGULAR GASKET F/DI	22	22		24.01000 EA	528.22	

Only 1

Freight	Delivery	Handling	Restock	Misc	Subtotal:	28,945.62
					Other:	.00
					Tax:	1,509.78
					Invoice Total:	\$30,455.40

Terms: NET 30
 Ordered By: KURT

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
 To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-24-A1 Type: Change Order #3

Location: 7 St N, 7 Ave – 10 Ave; 8 Ave N, 7 St – Bdwy; 9 Ave N, 8 St – Bdwy; 10 Ave N, 7 St - Bdwy Date of Hearing: 8/26/2024

Routing Date
City Commission 9/3/2024
PWPEC File X
Project File Aaron Edgar

12

The Committee reviewed the accompanying correspondence from Project Manager, Aaron Edgar, regarding Change Order #3 in the amount of \$54,433.09 for additional work.

Staff is recommending approval of Change Order #3 in the amount of \$54,433.09, bringing the total contract amount to \$3,472,429.92.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #3 in the amount of \$54,433.09 to Dakota Underground Co., Inc.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #3 in the amount of \$54,433.09 to Dakota Underground Co., Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: WW, Water, Sales Tax & 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

Table with 4 columns: Present, Yes, No, Unanimous. Rows list committee members: Tim Mahoney, Mayor; Nicole Crutchfield, Director of Planning; Steve Dirksen, Fire Chief; Brenda Derrig, Assistant City Administrator; Ben Dow, Director of Operations; Steve Sprague, City Auditor; Tom Knakmuhs, City Engineer; Susan Thompson, Finance Director.

ATTEST:

Handwritten signature of Tom Knakmuhs, P.E. City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Aaron Edgar, Project Manager
Date: August 21, 2024
Re: Improvement District No. BR-24-A1 – Change Order #3

Background:

Improvement District No. BR-24-A1 is for the Paving and Utility Rehab/Reconstruction of 7th Street North from 7th Avenue to 10th Avenue, on 8th Avenue North from 7th Street to Broadway, on 9th Avenue North from 8th Street to Broadway, and on 10th Avenue North from 7th Street to Broadway.

Dakota Underground is the Prime Contractor for this project.

The attached Change Order in the amount of \$54,433.09 (1.59% of the original contract), which increases the total contract amount to \$3,472,429.92, is for additional work as shown on Change Order #3.

Change Order #3:

1. The existing sanitary sewer main and the ten sewer services, on 7th Street North between 8th Avenue and 9th Avenue, were previously backfilled with sand. This sand was very unstable and was constantly collapsing the sides of the trenches. Due to the sides of the trench collapsing, the Contractor had to over excavate the pipe trenches in order to install the new pipe. The original bid was for the Contractor to excavate 51 CY of material per service and backfill each new sanitary service with 51 CY of class 3, for a total of 510 CY of excavation and 510 CY of class 3. Due to the unstable trenches, the Contractor had to excavate 142.3 CY of material per service and backfill each new sewer service with 142.3 CY of class 3, for a total of 1,423 CY of excavation and 1,423 CY of class 3. This resulted in an extra 913 CY of material being hauled out and an extra 913 CY of class 3 being used as back fill. The extra wide trenches were out of the control of the Contractor. The Contractor is requesting \$36,520.00 for this additional work.
2. The Contractor had to close down the southbound lane on Broadway in order to set up the bypass pumping of the sanitary sewer main on 9th Avenue. The Contractor is requesting \$1,397.00 for the additional traffic control that was used to close down the southbound lane.
3. In order to install the new sidewalk on 7th Street North, along the Sanford parking lot, the Contractor had to remove the entire edge of the asphalt parking lot. After the sidewalk was installed and the edge of the parking lot was paved, the Contractor had to re-stripe the parking stalls along the sidewalk. The Contractor is requesting \$935.00 to re-stripe the parking stalls.

4. In order to install the driveway approach, into the Sanford parking lot on 7th Street North, the Contractor will need to remove and replace a Steel bollard. The Contractor is requesting \$2,090.00 for this additional work.
5. Due to the wet soil conditions, the Contractor had to upgrade the new 30" pipe encasement from class 3 to 1-1/4" rock. The Contractor is requesting \$2,470.08 for this additional work.
6. Due to the unsuitable subgrade for reconstructing a portion of 9th Avenue North between Broadway and 7th Street, the Contractor had to remove the unsuitable material and install additional crushed concrete. The Contractor is requesting \$10,421.01 for this additional work.
7. A resident's curb knockdown, for his driveway, was marked incorrectly and a portion of the curb had to be removed and replaced. The Contractor had to re-mobilize to address this issue. The Contractor is requesting \$600.00 to cover the cost of re-mobilization.

Recommended Motion:

Approve Change Order #3 in the amount of \$54,433.09 to Dakota Underground for Improvement District No. BR-24-A1.

ADE/klb
Attachment

CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-24-A1

ON 7TH STREET NORTH FROM 7TH AVENUE TO 10TH AVENUE, ON 8TH AVENUE NORTH FROM 7TH STREET TO BROADWAY, ON 9TH AVENUE NORTH FROM 8TH STREET TO BROADWAY, AND ON 10TH AVENUE NORTH FROM 7TH STREET TO BROADWAY.

Change Order No	3	Change Order Date	8/21/2024
Contractor	Dakota Underground Co Inc		

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

EXPLANATION OF CHANGE Change Order # 3
Details of the Additional Work:

1. The existing sanitary sewer main and the ten sewer services, on 7th Street North between 8th Avenue and 9th Avenue, were previously backfilled with sand. This sand was very unstable and was constantly collapsing the sides of the trenches. Due to the sides of the trench collapsing, the Contractor had to over excavate the pipe trenches in order to install the new pipe. The original bid was for the Contractor to excavate 51 CY of material per service and backfill each new sanitary service with 51 CY of class 3, for a total of 510 CY of excavation and 510 CY of class 3. Due to the unstable trenches, the Contractor had to excavate 142.3 CY of material per service and backfill each new sewer service with 142.3 CY of class 3, for a total of 1,423 CY of excavation and 1,423 CY of class 3. This resulted in an extra 913 CY of material being hauled out and an extra 913 CY of class 3 being used as back fill. The extra wide trenches were out of the control of the Contractor. Paid as Excavation and Fill - Contractor Supply.
2. The Contractor had to close down the southbound lane on Broadway in order to set up the bypass pumping of the sanitary sewer main on 9th Avenue. Paid as Traffic Control - Minor.
3. In order to install the new sidewalk on 7th Street North, along the Sanford parking lot, the Contractor had to remove the entire edge of the asphalt parking lot. After the sidewalk was installed and the edge of the parking lot was paved, the Contractor had to re-stripe the parking stalls along the sidewalk. Paid as Pavement Markings.
4. In order to install the driveway approach, into the Sanford parking lot on 7th Street North, the Contractor will need to remove and replace a Steel bollard. Paid as F&I Bollards.
5. Due to the wet soil conditions, the Contractor had to upgrade the new 30" pipe encasement from class 3 to 1-1/4" rock. Paid as F&I 1-1/4" Trench Found Rock 27" thru 36" Dia.
6. Due to the unsuitable subgrade for reconstructing a portion of 9th Avenue North between Broadway and 7th Street, the Contractor had to remove the unsuitable material and install additional crushed concrete. Paid as Subcut.
7. A resident's curb knockdown for his driveway was marked incorrectly and a portion of the curb had to be removed and replaced. The contractor had to re-mobilize to address this issue. Paid as mobilization.

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	105	Mobilization	LS	0	0	0	1	1	\$600.00	\$600.00	
	106	F&I Bollards	EA	0	0	0	1	1	\$2,090.00	\$2,090.00	
	107	F&I 1-1/4" Trench Found Rock 27" thru 36" Dia	LF	0	0	0	332	332	\$7.44	\$2,470.08	
	108	Fill - Contractor Supply	CY	0	0	0	913	913	\$28.00	\$25,564.00	
	109	Excavation	CY	0	0	0	913	913	\$12.00	\$10,956.00	
	110	Subcut	CY	0	0	0	267	267	\$39.03	\$10,421.01	
	111	Pavement Markings	LS	0	0	0	1	1	\$935.00	\$935.00	
	112	Traffic Control - Minor	LS	0	0	0	1	1	\$1,397.00	\$1,397.00	
										Change Order 3 Sub Total	\$54,433.09

Summary.

Source Of Funding

Net Amount Change Order # 3 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Wastewater Utility, Water utility, Infrastructure Sales Tax, and Special Assessments

\$54,433.09

\$4,675.00

\$3,413,321.83

\$3,472,429.92

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

APPROVED

For Contractor

Title

Jared Heller, PE

Dakota Underground Company

Project Manager

APPROVED DATE

Department Head

Mayor

Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-23-J1

Type: Negative FBCO #3

Location: 1st Ave S b/w 4th & 7th St, Broadway S from 1st Ave S to block north of 1st Ave S

Date of Hearing: 8/26/2024

<u>Routing</u>	<u>Date</u>
City Commission	9/3/2024
PWPEC File	X
Project File	Will Bayuk

13

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, regarding Negative Final Balancing Change Order #3 in the amount of \$-50,999.20, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #3 in the amount of \$-50,999.20, which brings the total contract amount to \$3,892,027.05.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #3 in the amount of \$-50,999.20 to Dakota Underground Co., Inc.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Negative Final Balancing Change Order #3 in the amount of \$-50,999.20 to Dakota Underground Co., Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments _____


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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<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: Will Bayuk, Project Manager
Date: August 19, 2024
Re: Improvement District No. BR-23-J1 – Negative Final Balancing Change Order #3

Background:

Improvement District No. BR-23-J1 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 on 1st Avenue South between 4th and 7th Street, Broadway South from 1st Avenue South to 1/2 block north of 1st Avenue South.

Dakota Underground is the Prime Contractor on this project.

Attached is Negative Final Balancing Change Order #3 in the amount of -\$50,999.20. The Contractor met the requirements of the contract and it has been accepted by the City of Fargo. This FBCO reconciles the estimated quantities used in the contract with the final quantities as measured in the field.

Original Contract:	\$3,930,816.24
Change Order #1	\$ 0.00
Change Order #2	\$ 12,210.00
Change Order #3 (FBCO)	-\$ 50,999.20
Total Contract:	\$3,892,027.05

Recommended Motion:

Approve Negative Final Balancing Change Order #3 in the amount of -\$50,999.20 for Improvement District No. BR-23-J1.

WRB/klb
Attachment



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-23-J1
1ST AVE S BETWEEN 4TH AND 7TH ST, BROADWAY S FROM 1ST AVE S TO 1/2
BLOCK NORTH OF 1ST AVE S

Change Order No 3 Change Order Date 8/19/2024

Contractor Dakota Underground Co Inc

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

EXPLANATION OF CHANGE Change Order # 3

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

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Sanitary Sewer	1	Remove Manhole	EA	6			6	5	\$3,000.00	-\$3,000.00
	2	Remove Pipe All Sizes All Types Repair	LF	165			165	50	\$35.00	-\$4,025.00
	3	Manhole Floor & Invert	EA	2			2	1	\$1,500.00	-\$1,500.00
	5	Connect Pipe to Exist Structure	EA	3			3	2	\$5,000.00	-\$5,000.00
	6	Connect Sewer Service	EA	10			10	8	\$3,500.00	-\$7,000.00
	7	F&I Controlled Density Fill	CY	80			80	12	\$110.00	-\$7,480.00

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 (\$)
	8	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	200		200	-200	0	\$0.01	-\$2.00
	11	F&I Pipe w/GB SDR 26 - 6" Dia PVC	LF	368		368	-90	278	\$121.00	-\$10,890.00
	12	F&I Pipe w/GB SDR 26 - 8" Dia PVC	LF	318		318	22	340	\$218.00	\$4,796.00
	13	F&I Pipe w/GB SDR 35 - 10" Dia PVC	LF	176		176	24	200	\$240.00	\$5,760.00
	14	F&I Pipe w/GB SDR 35 - 12" Dia PVC	LF	683		683	-79.5	603.5	\$264.00	-\$20,988.00
									Sanitary Sewer Sub Total	-\$49,329.00
Water Main	17	Remove Pipe All Sizes All Types	LF	250		250	151	401	\$66.00	\$9,966.00
	18	Connect Pipe to Exist Pipe	EA	12		12	-6	6	\$2,500.00	-\$15,000.00
	19	Connect Water Service	EA	4		4	-2	2	\$3,440.00	-\$6,880.00
	20	F&I Controlled Density Fill	CY	30		30	-30	0	\$110.00	-\$3,300.00
	22	F&I Hydrant Ext. 6" High	EA	2		2	-2	0	\$1,400.00	-\$2,800.00
	23	F&I Hydrant Ext. 12" High	EA	2		2	-1	1	\$1,600.00	-\$1,600.00

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 (\$)
	25	F&I Gate Valve 6" Dia	EA	8			8	6	\$3,200.00	-\$6,400.00
	27	F&I Gate Valve 12" Dia	EA	2			2	3	\$7,000.00	\$7,000.00
	28	F&I Fittings C153 Ductile Iron	LB	2562		2562	-724	1838	\$10.00	-\$7,240.00
	29	F&I 1-1/4" Trench Found Rock 4" thru 12" Dia	LF	875		875	-875	0	\$0.01	-\$8.75
	30	F&I Pipe w/GB C900 DR 18 - 4" Dia PVC	LF	63		63	23	86	\$150.00	\$3,450.00
	31	F&I Pipe w/GB C900 DR 18 - 6" Dia PVC	LF	237		237	-82	155	\$160.00	-\$13,120.00
	32	F&I Pipe w/GB C900 DR 18 - 10" Dia PVC	LF	104		104	-6.33	97.67	\$182.00	-\$1,152.06
	33	F&I Pipe w/GB C900 DR 18 - 12" Dia PVC	LF	878		878	-14.49	863.51	\$201.00	-\$2,912.49
	36	F&I Pipe w/GB 2" Dia Water Service	LF	58		58	-13	45	\$155.00	-\$2,015.00
	39	Remove Pipe All Sizes All Types	LF	90		90	-30	60	\$50.00	-\$1,500.00
Storm Sewer						Water Main Sub Total				-\$42,012.30

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 (\$)
	40	Repair Manhole Floor & Invert	EA	3	3	3	1	4	\$2,000.00	\$2,000.00
	41	Connect Pipe to Exist Pipe	EA	3	3	3	-1	2	\$2,500.00	-\$2,500.00
	42	Connect Pipe to Exist Structure	EA	3	3	3	1	4	\$3,500.00	\$3,500.00
	43	F&I Controlled Density Fill	CY	15	15	15	-15	0	\$110.00	-\$1,650.00
	45	F&I Inlet - Manhole (MHI) 4' Dia Reinf Conc	EA	1	1	1	2	3	\$7,630.00	\$15,260.00
	47	F&I Pipe w/GB 12" Dia Reinf Conc	LF	40	40	40	36.5	76.5	\$153.00	\$5,584.50
	49	F&I Pipe w/GB 18" Dia Reinf Conc	LF	106	106	106	-27.32	78.68	\$164.00	-\$4,480.48
									Storm Sewer Sub Total	\$16,214.02
Paving	59	Remove Pavement All Thicknesses All Types	SY	7425	7425	7425	-512	6913	\$25.00	-\$12,800.00
	61	Rem & Repl Pavement 9" Thick Doweled Conc	SY	30	30	30	52	82	\$185.00	\$9,620.00

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 (\$)
	62	Remove Sidewalk All Thicknesses All Types	SY	2435	2435	2435	72	2507	\$16.00	\$1,152.00
	63	Rem & Repl Shared Use Path 5" Thick Reinf Conc	SY	32	32	32	29	61	\$120.00	\$3,480.00
	64	Remove Driveway All Thicknesses All Types	SY	355	355	355	-50	305	\$16.00	-\$800.00
	65	Rem & Repl Casting - Inlet Repair	EA	3	3	3	1	4	\$1,200.00	\$1,200.00
	67	Pavement - Patch Asph	SY	100	100	100	-43	57	\$1.00	-\$43.00
	68	Casting to Grade - w/Conc	EA	24	24	24	7	31	\$700.00	\$4,900.00
	69	GV Box to Grade - w/Conc	EA	12	12	12	-1	11	\$600.00	-\$600.00
	72	Boulevard Grading	SY	450	450	450	-100	350	\$15.00	-\$1,500.00
	75	F&I Edge Drain 4" Dia PVC	LF	2550	2550	2550	-84	2466	\$15.00	-\$1,260.00

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 (\$)
	76	F&I Curb & Gutter Mountable (Type I)	LF	220	220	220	-36	184	\$34.00	-\$1,224.00
	77	F&I Curb & Gutter Standard (Type II)	LF	2330	2330	2330	-48	2282	\$34.00	-\$1,632.00
	78	F&I Pavement 9" Thick Doweled Conc	SY	6500	6500	6500	16	6516	\$138.00	\$2,208.00
	79	F&I Sidewalk 4" Thick Reinf Conc	SY	2000	2000	2000	23	2023	\$92.00	\$2,116.00
	81	F&I Det Warn Panels Cast Iron	SF	128	128	128	32	160	\$65.00	\$2,080.00
	82	F&I Driveway 6" Thick Reinf Conc	SY	300	300	300	68	368	\$110.00	\$7,480.00
	83	F&I Casting - Std Manhole	EA	2	2	2	1	3	\$1,100.00	\$1,100.00
	84	F&I Asphalt Pavement FAA 43 w/ PG58H-34	Ton	60	60	60	47.56	107.56	\$450.00	\$21,402.00
	85	Seeding Type C	SY	450	450	450	-100	350	\$4.00	-\$400.00
	86	Mulching Type 1 Hydro	SY	450	450	450	-100	350	\$4.00	-\$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 (\$)
	87	Weed Control Type B	SY	450		450	-450	0	\$0.30	-\$135.00
								Paving Sub Total		\$35,944.00
Street Amenities	91	F&I Impressioned 4" Thick Reinf Conc	SY	730		730	-91	639	\$177.00	-\$16,107.00
Street Lights	94	Remove Pull Box	EA	1		1	-1	0	\$660.00	-\$660.00
	96	F&I Pull Box	EA	2		2	-1	1	\$2,750.00	-\$2,750.00
	97	F&I Street Light Foundation	EA	3		3	1	4	\$1,650.00	\$1,650.00
	98	F&I Base 6' Deep Reinf Conc	EA	12		12	-1	11	\$1,650.00	-\$1,650.00
	99	F&I Innerduct 1.5" Dia	LF	2158		2158	167	2325	\$16.50	\$2,755.50
	100	F&I Conductor #6 USE Cu	LF	6780		6780	501	7281	\$3.00	\$1,503.00
								Street Lights Sub Total		\$848.50
Signing	106	F&I Sign Assembly & Anchor	EA	26		26	1	27	\$110.00	\$110.00
	107	F&I Diamond Grade Cubed	SF	75.6		75.6	5.25	80.85	\$24.10	\$126.53
	108	F&I High Intensity Prismatic	SF	63.999999999999986		63.999999999999986	107.98	171.98	\$22.00	\$2,375.56

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 (\$)
Pavement Marking	112	F&I Grooved Plastic Film 16" Wide	LF	57	57	57	-7	50	\$38.50	-\$269.50
	113	F&I Grooved Plastic Film 24" Wide	LF	352	352	352	20	372	\$55.00	\$1,100.00
									Signing Sub Total	\$2,612.09
									Pavement Marking Sub Total	\$830.50

Summary.

Source Of Funding	Special Assessment
Net Amount Change Order # 3 (\$)	-\$50,999.20
Previous Change Orders (\$)	\$12,210.00
Original Contract Amount (\$)	\$3,930,816.24
Total Contract Amount (\$)	\$3,892,027.05

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

APPROVED *Bob Johnson* 8/19/2024
 For Contractor *Dakota Underground Company*
 Title *Project Manager*

APPROVED DATE
 Department Head
 Mayor
 Attest

T-Rell

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-24-G1 Type: Time Extension (CO #1)
 Location: 13 1/2 St S, 16th Ave – 17th Ave Date of Hearing: 8/26/2024

Routing
 City Commission _____ Date 9/3/2024
 PWPEC File _____ X
 Project File _____ Matthew Jennings

14

The Committee reviewed the accompanying correspondence from Project Manager, Matthew Jennings, related to a time extension (CO #1) due to rain delays and a request from BLOC development's prime contractor, Great States Construction, to wait to install sidewalk until their siding work has been completed, which will adjust the schedule as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial Completion – 50 Days (8/27/24) Final Completion – 30 Days Additional (9/26/24)	- -	Interim Completion – 54 Days (8/31/24) Substantial Completion – 6/13/25 Final Completion – 7/14/25

Staff is recommending approval of the time extension (CO #1) as described above.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of the time extension (CO #1) to Master Construction.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (CO #1) to Master Construction.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

	Present	Yes	No	Unanimous
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<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: Matthew Jennings, Project Manager
Date: August 22, 2024
Re: Improvement District No. BR-24-G1 – Time Extension (CO #1)

Background:

Improvement District No. BR-24-G1 is for the reconstruction of 13 ½ St S between 16th Ave S & 17th Ave S. This project is for the replacement of the water services, sanitary sewer main and services, street reconstruction, sidewalk, driveways, and incidentals.

Master Construction Co Inc. is the prime contractor on this project.

BLOC development's prime contractor, Great States Construction, requested waiting to install the sidewalk adjacent to their parcel until the following year. Great States Construction will require siding and brick work on the west half of their structure which we expect will need equipment crossing overtop city sidewalks. Waiting until Spring of 2025 will allow us to install sidewalks after this siding work has been completed.

Master Construction is requesting a time extension due to rain delays the week of August 12. Our records indicate 7 days worth of delays with pouring concrete due to the rain. We anticipate 3 rain days for lost time typically in August and are therefore recommending to add 4 days to the contract. The Liquidate Damages Cost will be \$900 per day for failure to meet interim completion.

The new interim completion date added for the sidewalk leave out and the rain delay adjustment will be August 31, with a new substantial completion date of June 13, 2025, and a new final completion date of July 14, 2025.

Recommended Motion:

Approve Change Order #1 to adjust the schedule as shown below for Improvement District No. BR-24-G1.

Original Completion Dates	Revised Previously	Revised This Memo
Substantial Completion – 50 Days (8/27/24) Final Completion – 30 Days Additional (9/26/24)	- -	Interim Completion – 54 Days (8/31/24) Substantial Completion – 6/13/25 Final Completion – 7/14/25



CHANGE ORDER REPORT
PAVING AND UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-24-G1
13 1/2 ST S, BETWEEN 16TH AVE S & 17TH AVE S

Change Order No 1 Change Order Date 8/5/2024
Contractor Master Construction Co Inc

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

EXPLANATION OF CHANGE Change Order # 1

BLOC development's prime contractor Great States Construction requested waiting to install the sidewalk adjacent to their parcel until the following year. Great States Construction will require siding and brick work on the west half of their structure which we expect will need equipment crossing overtop city sidewalks. Waiting until Spring of 2025 will allow us to install sidewalks after this siding work has been completed.

Master Construction is requesting a time extension due to rain delays the week of August 12th. Our records indicate 7 days worth of delays with pouring concrete due to the rain. We anticipate 3 rain days for lost time typically in August and are therefore recommending to add 4 days to the contract. The Liquidate Damages Cost will be \$900 per day for failure to meet interim completion.

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	Special Assessments, Water Utility Fund, Sanitary Utility Fund, Sales Tax
Net Amount Change Order # 1 (\$)	\$0.00
Previous Change Orders (\$)	\$0.00
Original Contract Amount (\$)	\$484,271.05
Total Contract Amount (\$)	\$484,271.05

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	9/6/2024	Current Final Completion Date	10/7/2024
Additional Days Substantial Completion	280	Additional Days Final Completion	280
New Substantial Completion Date	6/13/2025	New Final Completion Date	7/14/2025
New Interim Completion Date #1	8/31/2024	Current Interim Completion Date #1	
		Interim Completion Dates	

APPROVED
For Contractor
Title



Jake Anthony
Controller

APPROVED DATE
Department Head
Mayor
Attest



REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BR-26-B0 Type: Amendment #1
Location: 17th Avenue South - University Dr to 25th Street Date of Hearing: 8/26/2024

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Routing Date
City Commission 9/3/2024
PWPEC File X
Project File Jeremy Gorden

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, related to Amendment #1 in the amount of \$10,670 for additional services.

Staff is recommending approval of Amendment #1 in the amount of \$10,670, which brings the total contract amount to \$701,811.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Amendment #1 in the amount of \$10,670 to Moore Engineering.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Amendment #1 in the amount of \$10,670 to Moore Engineering.

PROJECT FINANCING INFORMATION

Recommended source of funding for project: Utility Funds, Sales Tax & 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
Steve Dirksen, Fire Chief
Brenda Derrig, Assistant City Administrator
Ben Dow, Director of Operations
Steve Sprague, City Auditor
Tom Knakmuhs, City Engineer
Susan Thompson, Finance Director

Table with 4 columns: Present, Yes, No, Unanimous. Rows for each committee member with checkboxes.

ATTEST:

C: Kristi Olson

Handwritten signature of Tom Knakmuhs, P.E.
Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer – Transportation

Date: August 20, 2024

Re: Request to Approve Contract Amendment #1 with Moore Engineering, Inc.
City of Fargo Improvement District No. BR-26-B0
17th Avenue South Street Reconstruction Project
Project Limits – University Drive to 25th Street

Background:

I've attached Contract Amendment #1 with Moore Engineering, Inc. for additional services for Improvement District No. BR-26-B0. We hired Moore last year to complete preliminary and final design for this project, as well as to complete the NEPA document as outlined in the NDDOT Design Manual. The additional services that we requested were for pedestrian and traffic counts to be completed along the corridor, additional field survey to locate an Essentia fiber optic line, and additional project administration to complete this work.

The amendment is for **\$10,670**. I support approval of this scope of services and associated fee.

The original contract amount is \$691,141, and this amendment will bring it to \$701,811.

Recommended Motion:

Approval of Contract Amendment #1 in the amount of \$10,670 for Improvement District No. BR-26-B0 with Moore Engineering, Inc.

JMG/klb
Attachment



925 10th Avenue East
West Fargo, ND 58078

P: 701.282.4692

F: 701.282.4530



July 10, 2024

City of Fargo
Attn: Jeremy Gorden
200 North 3rd Street
Fargo, ND 58102

Subject: Contract Amendment No. 1

Project: 17th Ave S Reconstruction (University Dr to 25th St)

Location: City of Fargo, ND

City of Fargo Project No. BR-26-B0

Moore Project No. 23893

Dear Mr. Gorden:

In accordance with discussions with city staff, Moore Engineering, Inc. (Moore) is submitting this amendment to our existing contract dated March 7, 2024, for the subject project. This amendment is being provided for gathering traffic counts along the corridor and some additional survey work.

Project Understanding

- **BACKGROUND:** Moore has started the preliminary design for the project and is utilizing Mead & Hunt to complete the Traffic Operations Report. During the check-in meet on April 18th, 2024, city staff requested pedestrian counts at specific intersections. The corridor study for the project area completed in April 2019 does not contain any pedestrian counts, nor traffic counts for University Drive and 25th St. Also, additional coordination was required with an Essentia fiber within the project corridor.
- **GENERAL DESCRIPTION OF PROJECT:** The project includes the full reconstruction of 17th Avenue South from University Drive to 25th Street. It includes replacement/rehabilitation of underground utilities, replacement of the street, and the addition of a new shared use path.
- **PROJECT OBJECTIVES:** The project will restore the useful life of the underground utilities and pavement, provide features for traffic calming and pedestrian safety, and incorporate a new shared use path for bicycle connectivity.
- **AMENDMENT OBJECTIVES:** Complete out-of-scope work for traffic counts and Essentia fiber coordination.

Scope of Work

To meet the project objectives above, Moore proposes to provide the following services under this Amendment:

1. **100 - Preliminary Survey**
 - a. Additional coordination and survey for the Essentia fiber line, and additional survey trips for collecting locations of flags.

2. 300 – Project Administration
 - a. Communication and coordination of out-of-scope activities with City

3. 310 - Preliminary Design
 - a. Mead & Hunt subconsultant fee (reference Attached No. 1 Task Order amendment for scope)
 - b. Set up cameras and collect video; coordinate submission to Mead & Hunt
 - c. Coordination on Traffic Operations Report additions

Deliverable(s)

- Traffic Count results and recommendations

Basis of Amendment

The following items form the basis of this Amendment:

- None

Schedule

Moore will perform the Scope of Work listed above in accordance with the following schedule:

- No changes

Fee

- 100 - Preliminary Survey - \$615.00
- 300 – Project Administration - \$1,500.00
- 310 - Preliminary Engineering - \$8,555.00

Moore will perform the tasks specified in the Scope of Work above on a Category Billing Rate basis using the actual hours worked times the appropriate Category Billing Rate plus the actual direct expenses incurred, including subconsultant fees.

Based on our current understanding of the work, we estimate the fee for this amendment to be **TEN THOUSAND SIX HUNDRED SEVENTY DOLLARS (\$10,670.00)**. A detailed breakdown is shown in Attachment 2. By adding this additional estimated fee to the current estimated fee for the project, the revised agreement amount is now estimated to be **SEVEN HUNDRED ONE THOUSAND EIGHT HUNDRED ELEVEN DOLLARS (\$701,811.00)**.

Standard Terms and Conditions

Our services under this amendment will be provided in accordance with same terms and conditions for "Professional Services" attached to the original agreement.

Closing

Should you find this Amendment acceptable, please have an authorized representative of the City of Fargo sign the Acceptance portion of this letter below and return one (1) fully executed copy of this Amendment to me. Receipt of a fully executed copy of this Amendment will serve as our revised Agreement and our Notice to Proceed.

We appreciate the opportunity to submit this amendment to the City of Fargo, and we look forward to continuing to work with you on this project. Should you have any questions or need additional information, please contact me by phone at 701-282-4692 or by e-mail at brandon.oye@mooreengineeringinc.com

Sincerely,



Brandon Oye, PE
Senior Project Manager

Enclosure: As noted

Acceptance for City of Fargo

I hereby authorize Moore Engineering, Inc. to proceed with the work described above.

Signature _____
Name _____
Title _____
Date _____

Address for giving notices City of Fargo
200 North 3rd Street
Fargo, ND 58102

This is Task Order Amendment No. 1, consisting of 3 page(s). Moore Project No. 23893

Task Order Amendment

In accordance with the Subconsultant Master Services Agreement (“MSA”) effective April 14, 2023, between Moore Engineering, Inc. (“Moore Engineering”) and Mead & Hunt (“Subconsultant”) whose primary office is located at 7900 International Drive, Ste 980, Bloomington, MN 55425, Moore Engineering is amending Task Orders Agreement No. 1 for Subconsultant to provide the project specific professional services as described below:

A. Moore Engineering Prime Agreement Information

1. Client Name: City of Fargo, ND
2. Client Location: 225 4th St North
3. Project Name: 17th Ave S Reconstruction (University Dr to 25th St)
4. Project Location: Fargo, ND
5. Moore Project and Phase No.: 23893

B. Project Understanding

- **BACKGROUND:** Mead & Hunt has been working on preparing the Traffic Operations Report for the project as a subconsultant to Moore. During a check-in meeting with the City of Fargo, it was requested by the City to gather pedestrian counts at the intersections of 16th St and 17th St, along with a crossing between Fargo South High School (“FSH”) and the Park Complex south of the high school. Also, during evaluation of existing data in the 17th Ave Corridor Study to be utilized for the report, Mead & Hunt determined there is not sufficient traffic count information for the intersections of University Drive and 25th St. These items were discussed with the City of Fargo, and the city directed Moore to proceed with gathering the pedestrian and vehicle counts.
- **GENERAL DESCRIPTION OF PROJECT:** The project consists of reconstructing 17th Ave S from University Dr to 25th Street, including portions of watermain, sanitary sewer and storm sewer, street replacement, new shared use path, lighting replacement, and possible traffic signal modifications. The project has received Federal Funding and therefore will be bid through the NDDOT and will be required to follow all NDDOT and FHWA procedures.
- **PROJECT OBJECTIVES:** Reconstruct 17th Ave S from University Drive to 25th Street, providing a safer corridor for all modes of travel.

C. General Description of Subconsultant’s Professional Services

- **AMENDMENT OBJECTIVES:** Incorporate updated pedestrian counts for the intersections at 16th St, 17th St and FSH, and traffic counts at the intersections of University Drive and 25th S into the Traffic Operations Report.
- **OVERVIEW OF AMENDED SUBCONSULTANT SERVICES:** Process traffic count data and incorporate into the Traffic Operations Report. Assist with providing alternatives for solutions based on results of traffic counts.

D. Scope of Work

1. To meet the objectives described in Section C above, Subconsultant will provide the following services:

- a) Traffic/Pedestrian Count Processing
- b) Traffic/Pedestrian Count Analysis

See attached Cost Estimate with scope and estimated hours.

1. Subconsultant will perform the Scope of Work listed above in accordance the following schedule:

- No change to original schedule.

E. Fee:

1. Moore Engineering shall pay Subconsultant for services rendered as follows:

- a. Subconsultant will performs the tasks specified in the Scope of Work above on a Category Billing Rate basis in accordance with the MSA terms and conditions using the actual hours worked times the appropriate Category Billing Schedule contained in the Subconsultant MSA. Based on our current understanding of the work, the overall not-to-exceed fee for this Task Orders Amendment is **FIVE THOUSAND NINE HUNDRED DOLLARS (\$5,900.00)**

2. By adding this amended fee to the current fee for the project, the revised Task Orders not-to-exceed fee is now **SEVENTY-TWO THOUSAND SIX HUNRED SIXTY-SIX DOLLARS (\$72,660)**.

F. Terms and Conditions:

1. MSA: Execution of this Amendment by Moore Engineering and Subconsultant shall make it subject to the terms and conditions of the Subconsultant MSA, as described in the opening paragraph of this Task Orders Amendment, which is incorporated by this reference.

- a. MSA Modifications
 - i. None.

2. Task Orders Amendment Terms and Conditions: The following Task Orders terms and conditions modify or add to the term and conditions contained in the Subconsultant MSA. These Task Orders terms and conditions apply only to this Task Orders agreement. All other terms and conditions remain in full effect.

- b. Additional Terms & Conditions
 - i. None.

G. Acceptance: Please have an authorized representative of the Subconsultant sign and date the Task Orders Amendment below and return two partially signed Task Orders Amendments to the Moore Engineering contact listed in the Task Orders Agreement. Moore Engineering will then sign both originals of the Task Orders Amendment and will return one fully executed Task Orders Amendment to the Subconsultant. Subconsultant is authorized to begin performance upon its receipt of a fully execute copy of this Task Orders Amendment signed by the Subconsultant and Moore Engineering.

The Effective Date of this Task Orders Amendment is April 26, 2024

Moore Engineering Inc;

Mead & Hunt

By: 

By: 

Print Name: Andrew Aakre, PE

Print Name: Keith Riniker, PE, PTOE

Title: Project Manager Group Leader

Title: Vice President

Date Signed: July 9, 2024

Date Signed: _____

**City of Fargo - BR-26-GO: 17th Avenue S Street Reconstruction Project Amendment
Cost Estimate**

Item Description	Project Manager	Senior Engineer	Engineer	Designer/Technician	Total
Traffic/Pedestrian Count Processing	\$200.00	\$150.00	\$115.00	\$95.00	
			20		20
Traffic/Pedestrian Count Analysis	4		10		14
					0
					0
TOTAL HOURS	4	0	30	0	34
TOTAL COST	\$800.00	\$0.00	\$3,450.00	\$0.00	\$4,250.00

DIRECT EXPENSES

Miovision Processing

\$1,650

TOTAL \$5,900.00



ATTACHMENT 2

moore
engineering, inc.

Project Name: 17th Ave S Reconstruction (University Dr to 25th St)

Project Number: 23893

Client: City of Fargo

DATE: 7/10/2024

PHASE	TASK NO.	PHASE DESCRIPTION	TASK TOTAL	TASK HOURS TOTAL	LABOR TOTAL		SUBCONSULTANT		SR PROJECT ADMINISTRATOR	SR PROJECT MANAGER	PI II	SURVEY MANAGER	SURVEY CREW CHIEF I
					\$	hrs	\$	hrs					
100		100 - Preliminary Survey	\$615		\$615				\$210	\$135	\$195	\$160	\$145
100	100.001	Essential fiber coordination; additional survey trips	\$615	3.50	\$615						2	0.5	1
		PHASE 100 - Preliminary Survey SUBTOTAL	\$615	\$4	\$615						2	0.5	1
300		300 - Project Administration	\$1,500		\$1,500								
300	300.001	Communication and coordination of out-of-scope activities with City	\$1,500	8.00	\$1,500				4	2	2		
		PHASE 300 - Project Administration SUBTOTAL	\$1,500	\$8	\$1,500				4	2	2		
310		310 - Preliminary Design	\$8,555		\$8,555								
310	310.001	Mead & Hunt subconsultant fee	\$5,900		\$5,900			\$5,900					
310	310.002	Set up cameras and collect video; coordinate submission to Mead & Hunt	\$2,160	11.00	\$2,160				1		10		
310	310.003	Coordination on Traffic Operations Report additions	\$495	2.50	\$495				0.5		2		
		PHASE 310 - Preliminary Design SUBTOTAL	\$8,555	\$14	\$8,555			\$5,900	1.5	12			
PROJECT TOTALS			\$10,670		\$4,770			\$5,900	6	2	16	1	1

Note: All items that contain no hours are EXCLUDED from the Proposal.
 \\mooreengineering.com\root\Projects\Projects\23000\23800\23893 FargoND 17AveSReconstruct\02-Bid and Proposal\02-Engineering Agreement (Rfp)\Proposals\Letter Amendment No. 1\23893_WB

August 28, 2024

Board of City Commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

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Re: Temporary Construction Easement
Improvement District #NR-24-C1

Dear Commissioners:

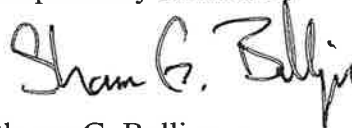
Accompanying for City Commission review and approval is a Temporary Construction Easement with **Sysco North Dakota, Inc.** in association with Improvement District #NR-24-C1.

RECOMMENDED MOTION:

Approve Temporary Construction Easement with **Sysco North Dakota, Inc.**

Please return a copy of the signed original.

Respectfully submitted,



Shawn G. Bullinger
Land Acquisition Specialist

C: Jody Bertrand
Kasey McNary

EASEMENT
(Temporary Construction Easement)

KNOW ALL MEN BY THESE PRESENTS that **Sysco North Dakota, Inc.**, a Delaware corporation f/k/a Sysco Food Services of North Dakota, Inc., 3225 12th Avenue North, Fargo, ND 58102, hereinafter referred to as “Grantor”, for and in consideration of the sum of One and no/100 Dollars (\$1.00) and other valuable consideration, to it in hand paid the receipt whereof is hereby acknowledged, **HEREBY GRANTS UNTO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**, a municipal corporation, its successors and assigns, hereinafter referred to as “Grantee”, a temporary construction easement (the “Easement”) over and upon the land hereinafter described for the purpose of storage of materials and job site layout for construction on a nearby sewer lift station, together with the customary appurtenances, said tract being described as follows (the “Easement Tract”):

A tract of land in the ANNEXATION PLAT GREAT NORTHERN THIRD ADDITION, on file as document number 366640 at the Cass County Recorder’s Office, in the Southeast Quarter of Section 35, Township 140 North, Range 49 West of the Fifth Principal Meridian, City of Fargo, Cass County, North Dakota, more particularly described as follows:

That part of the easterly 168.00 feet of the westerly 238.00 feet of said Southeast Quarter of Section 35, bounded on the south by a line, perpendicular to the west line of said Southeast Quarter, passing through a point on said west line lying 720.00 feet northerly of the southwest corner of said Southeast Quarter and bounded on the north by the southwesterly right-of-way line of the BNSF Railroad right-of-way.

Less

A tract of land described by warranty deed document number 1707745 on file at the Recorder's Office for said Cass County, described as follows: Commencing at the southwest corner of said Southeast Quarter; thence North 01 degree 20 minutes 00 seconds West (assumed bearing) along the west line of said Southeast Quarter for a distance of 50.00 feet to the north right of way line of 12th Avenue North; thence North 87 degrees 47 minutes 53 seconds East along the north right of way line of said 12th Avenue North for a distance of 70.01 feet to the west line of that certain tract described in Document No. 1365410, on file and of record in the office of the Recorder, said County; thence North 01 degree 20 minutes 00 seconds West along the west line of said tract and parallel with the west line of said Southeast Quarter for a distance of 149.68 feet to the point of beginning; thence continuing North 01 degree 20 minutes 00 seconds West along the west line of said tract and parallel with the west line of said Southeast Quarter for a distance of 654.17 feet; thence South 24 degrees 14 minutes 46 seconds East for a distance of 77.06 feet to a point that is 100.00 feet east of, as measured at a right angle to, and parallel with, the west line of said Southeast Quarter; thence South 01 degree 20 minutes 00 seconds East parallel with the west line of said Southeast Quarter for a distance of 512.49 feet; thence South 21 degrees 39 minutes 27 seconds West for a distance of 76.81 feet to the point of beginning.

Said tract contains 38,650 square feet, more or less.

The Easement Tract is pictorial represented on the attached Exhibit A.

Grantor, its successors and assigns, hereby covenants to and with Grantee that Grantee's officers, contractors, agents and employees may at any and all times when necessary or convenient to do so, go over and upon said Easement Tract and perform any and all acts necessary or convenient to carry into effect the purpose for which the grants are made. Grantee, by its use of the Easement, acknowledges and agrees that the purpose of the Easement shall be solely for the purpose hereinabove described, and Grantee does not have the right to construct any improvements on or otherwise alter the Easement Tract.

Grantor, its successors and assigns, further agree that they will not disturb, injure, molest or in any manner interfere with said parcels to be used for storage of materials and job site layout

during the construction phase of said project, and Grantor expressly warrants and states that no buildings, trees, shrubs or other obstacles of any kind shall be placed or located upon the parcels so as to interfere in any manner with the said parcels during the construction phase. Grantee, at its own expense, shall leave the premises in as good condition as they were prior to the date hereof. Grantee assumes any and all liability for (i) any damage to property, both real and personal, or injuries to persons (including death) resulting from or arising out of Grantee's use of the Easement granted herein and (ii) the safety, security, storing, and removal of all construction and staging materials to be temporarily stored on the Easement Tract, including without limitation any hazardous materials, and, to the extent permitted by applicable law, Grantee shall hold Grantor and Grantor's managers, members, officers, employees, contractors, and agents, including their respective successors and assigns (collectively, "Grantor's Parties"), harmless from and against any and all liabilities, damages, suits, actions, costs and expenses of whatever nature for damage to property or injuries to persons (including death) arising out of Grantee's use of the Easement, except to the extent caused by the gross negligence or willful misconduct of Grantor and/or any of Grantor's Parties.

This Easement shall terminate on November 30, 2025, or upon completion of the construction project, whichever occurs earlier.

[Signature pages to follow]

IN WITNESS WHEREOF, Grantor has set his hand and caused this instrument to be executed this 26 day of August, 2024.

GRANTOR:

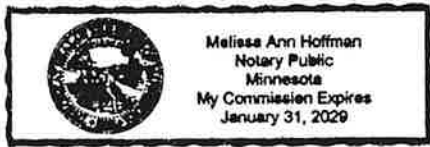
Sysco North Dakota, Inc.

By: Mark Akers
Its: Regional President

STATE OF Minnesota)
COUNTY OF Ramsey)

On this 26 day of August, 2024, before me, a notary public in and for said county and state, personally appeared Mark Akers, to me known to be the Regional President of Sysco North Dakota, Inc., a Delaware corporation, and who executed the foregoing instrument, and acknowledged to me that he/she executed the same on behalf of Sysco North Dakota, Inc.

(SEAL)



Melisse Hoffman
Notary Public
My Commission Expires:

GRANTEE:

City of Fargo, North Dakota, a North Dakota
Municipal Corporation

Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

STATE OF NORTH DAKOTA)
)
COUNTY OF CASS)

On this _____ day of _____, 2024, before me a notary public in and for said county and state, personally appeared Timothy J. Mahoney and Steve Sprague, known to me to be the Mayor and City Auditor, respectively, of the city of Fargo, the Grantee described in and that executed the within and foregoing instrument, and acknowledged to me that said Grantee executed the same.

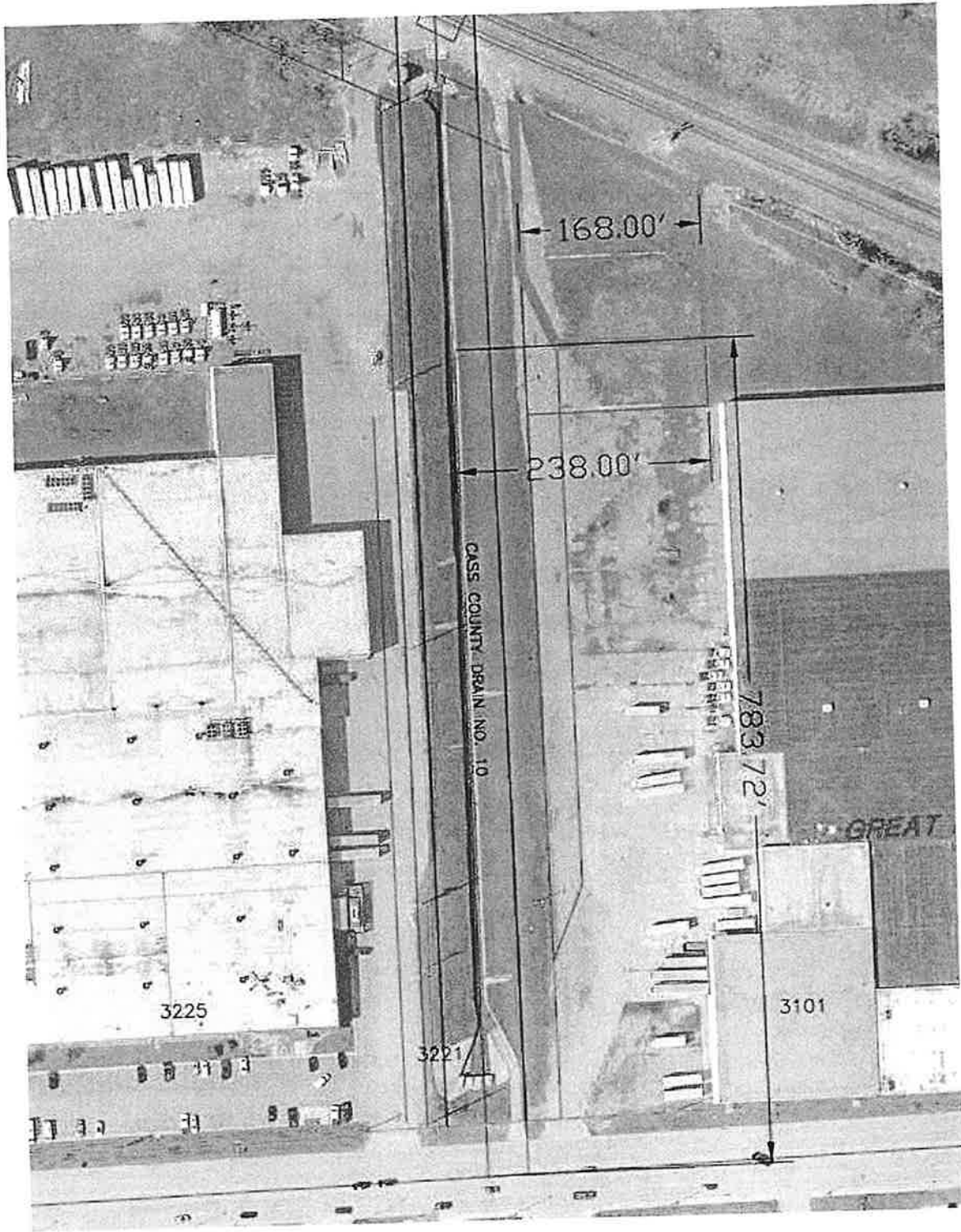
(SEAL)

Notary Public
My Commission Expires:

The legal description was prepared by:
Brent W. Wacha (LS-5068)
Professional Land Surveyor
City of Fargo – Engineering Dept.
225 4th Street North
Fargo ND 58102
(701) 476-6796

This document prepared by:
Kasey D. McNary (ND# 06590)
Assistant City Attorney
SERKLAND LAW FIRM
10 Roberts Street North
Fargo, ND 58102
(701) 232-8957

Exhibit A



COVER SHEET
CITY OF FARGO PROJECTS

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

Exact, full name of improvement district as it will appear in the contract:

Sanitary Sewer Lining

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Improvement
District No.

UR-24-F

Call For Bids	<u>August 29</u>	, <u>2024</u>
Advertise Dates	<u>September 11 & 18</u>	, <u>2024</u>
Bid Opening Date	<u>October 9</u>	, <u>2024</u>
Substantial Completion Date	<u>August 30</u>	, <u>2025</u>
Final Completion Date	<u>September 29</u>	, <u>2025</u>

- N/A PWPEC Report (Part 2024 CIP)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Special Assessments)
- N/A Supplemental Funding Language Included

Project Engineer Shane Geraghty

Phone No. (701) 241-1545

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

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- X Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)



**ENGINEER'S REPORT
SANITARY SEWER LINING
IMPROVEMENT DISTRICT NO. UR-24-F
20TH AVE N THROUGH 25TH AVE N, BROADWAY
THROUGH 2ND ST N**

Nature & Scope

Cured-in-place lining for sanitary sewer mains and sanitary sewer services.

Purpose

Repair deficiencies in the existing sanitary sewer system by lining the existing sanitary sewer main and sanitary sewer services, repairing deteriorated sanitary manholes, and completing sanitary sewer spot repairs as needed.

Feasibility

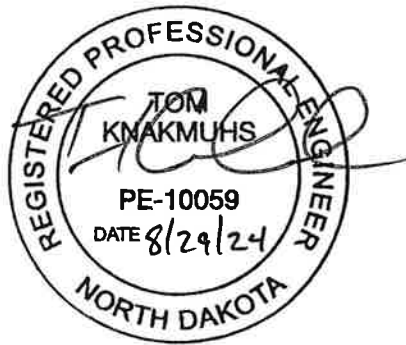
The estimated cost of construction is \$1,582,780.00. The cost breakdown is as follows:

Sanitary Sewer Lining		
Construction Cost		\$1,582,780.00
Fees		
Admin	4%	\$63,311.20
Contingency	5%	\$79,139.00
Engineering	10%	\$158,278.00
Interest	4%	\$63,311.20
Legal	3%	\$47,483.40
Total Estimated Cost		\$1,994,302.80
Funding		
Special Assessments	41.36%	\$824,908.30
State Funds - Other ND	23.16%	\$461,844.50
Sales Tax Funds - Wastewater - 455	35.48%	\$707,550.00

Project Funding Summary

Special Assessments	41.36%	\$824,908.30
State Funds - Other ND	23.16%	\$461,844.50
Sales Tax Funds - Wastewater - 455	35.48%	\$707,550.00
Total Estimated Project Cost		\$1,994,302.80

We believe this project to be cost effective.





Thomas Knakmuhs, PE
City Engineer



**LOCATION AND COMPRISING
SANITARY SEWER LINING
IMPROVEMENT DISTRICT NO. UR-24-F
20TH AVE N THROUGH 25TH AVE N, BROADWAY
THROUGH 2ND ST N**

LOCATION:

20th Ave N through 25th Ave N, from Broadway through 2nd St N.

COMPRISING:

Lots 1 through 17, Inclusive Block 1, Platted as Halland Newman 1st addition.

Lots 1 through 34, Inclusive Block 2, Platted as Halland Newman 1st addition.

Lots 7 through 15, Inclusive Block 1, Platted as Halland Newman 2nd addition.

Lots 1 through 16, Inclusive Block 2, Platted as Halland Newman 2nd Addition.

Lots 1, 2, 20, 21 & 22, Inclusive, Block 3, Platted as Halland Newman 2nd Addition.

Lots 1 through 8, Inclusive, Block 1, Platted as Oral A Holm Addition.

Lots 1 through 17, Inclusive, Block 2, Platted as Oral A Holm Addition.

Lots 1 through 8, Inclusive, Block 3, Platted as Oral A Holm Addition.

Lots 1 through 17, Inclusive, Block 4, Platted as Oral A Holm Addition.

Lots 1 through 8, Inclusive, Block 1, Platted as Louise S Newman Addition.

Lots 1 through 17, Inclusive, Block 2, Platted as Louise S Newman Addition.

Lots 1 through 16, Inclusive, Block 3, Platted as Louise S Newman Addition.

Lots 1 through 34, Inclusive, Block 4, Platted as Louise S Newman Addition.

Lots 1 through 8, Inclusive, Block 5, Platted as Louise S Newman Addition.

Lots 1 through 17, Inclusive, Block 6, Platted as Louise S Newman Addition.

Lots 1 through 16, Inclusive, Block 1, Platted as Minnie Hector Smith Addition.

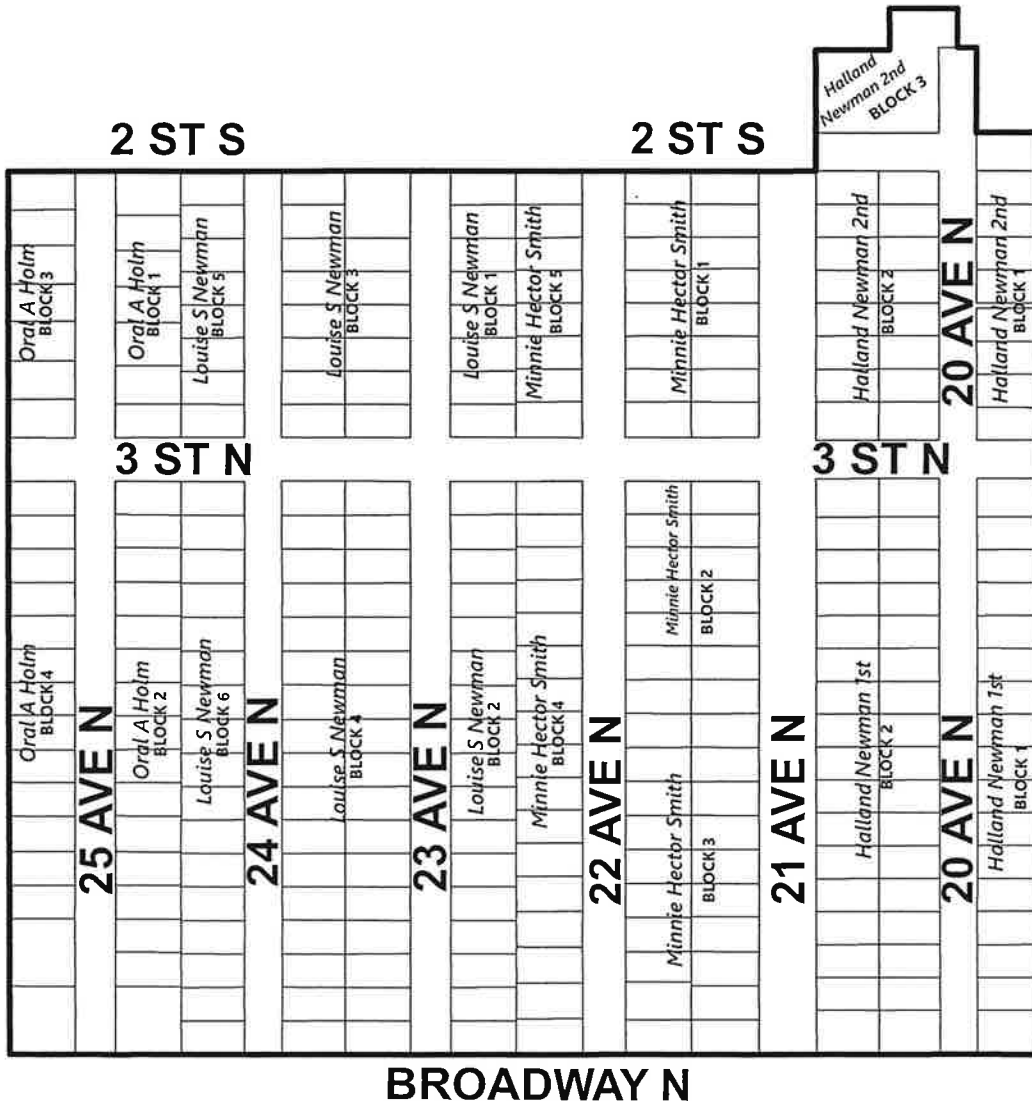
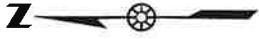
Lots 1 through 10, Inclusive, Block 2, Platted as Minnie Hector Smith Addition.

Lots 1 through 24, Inclusive, Block 3, Platted as Minnie Hector Smith Addition.

Lots 1 through 17, Inclusive, Block 4, Platted as Minnie Hector Smith Addition.

Lots 1 through 8, Inclusive, Block 5, Platted as Minnie Hector Smith Addition.

All the foregoing is located in the City of Fargo, Cass County, North Dakota.



CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. UR-24-F

COVER SHEET
CITY OF FARGO PROJECTS

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

Exact, full name of improvement district as it will appear in the contract:

New Paving and Utility Construction

18

Improvement
District No. BN-24-B

Call For Bids	<u>September 3</u>	, <u>2024</u>
Advertise Dates	<u>September 11 & 18</u>	, <u>2024</u>
Bid Opening Date	<u>October 9</u>	, <u>2024</u>
Substantial Completion Date	<u>September 15</u>	, <u>2025</u>
Final Completion Date	<u>October 15</u>	, <u>2025</u>

- X PWPEC Report (Attach Copy)
- X Engineer's Report (Attach Copy)
- X Direct City Auditor to Advertise for Bids
- X Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Special Assessments)
- N/A Supplemental Funding Language Included

Project Engineer William Bayuk
Phone No. (701) 241-1545

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

- X Create District (Attach Copy of Legal Description)
- X Order Plans & Specifications
- X Approve Plans & Specifications
- X Adopt Resolution of Necessity
- N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)
- X Assessment Map (Attach Copy for Auditor's Office Only)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. BN-24-B1

Type: Infrastructure Request

Location: Interstate Business District Addition

Date of Hearing: 8/26/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/3/24</u>
PWPEC File	<u>X</u>
Project File	<u>Will Bayuk</u>

The Committee reviewed a communication from Project Manager, Will Bayuk, regarding an infrastructure request for Interstate Business District Addition.

We have reviewed the requirements for infrastructure requests and the Developer has met four of the seven requirements. The three remaining items are as follows:

- Execution of the Special Assessment Security Agreement
- Letter of Credit.

Staff is recommending approval of the Infrastructure Request contingent upon execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

On a motion by Nicole Crutchfield, seconded by Susan Thompson, the Committee voted to recommend approval of the Infrastructure Request contingent upon execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC to approve the Infrastructure Request contingent upon execution of the Special Assessment Security Agreement, and Letter of Credit and direct Engineering to start design.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: _____ Special Assessments _____

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<input checked="" type="checkbox"/>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:



 Tom Knakmuhs, P.E.
 City Engineer



**ENGINEER'S REPORT
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-24-B
ON 44TH STREET NORTH, NORTH OF 40TH AVENUE
NORTH (CASS HWY 20)**

Nature & Scope

This project is for new construction of underground utilities, concrete pavement and incidentals on 44th St North. The project design was completed by a consulting engineer and paid for directly by the developer.

Purpose

This project is to provide infrastructure for the new development of Interstate Business District Addition as requested by the Developer.

Special Assessment District

All properties within the special assessment district will benefit from the infrastructure improvements and were determined through consideration of the longevity, consistency, and uniformity of benefitting properties within the City of Fargo. Special Assessments will be levied to each property in accordance with the City's Infrastructure Funding Policy and are subject to the approval of the Special Assessment Commission and the City Commission.

Feasibility

The estimated cost of construction is \$12,162,699.00. The cost breakdown is as follows:

Construction		
Construction Cost		\$12,162,699.00
Fees		
Admin	4%	\$486,507.96
Contingency	5%	\$608,134.95
Engineering	7%	\$851,388.93
Interest	4%	\$486,507.96
Legal	3%	\$364,880.97
Total Estimated Cost		\$14,960,119.77
Funding		
Special Assessments	97.73%	\$14,620,023.61
State Funds - NDSWC	2.27%	\$340,096.16

Project Funding Summary		
Special Assessments	97.73%	\$14,620,023.61
State Funds - NDSWC	2.27%	\$340,096.16
Total Estimated Project Cost		\$14,960,119.77

We believe this project to be cost effective.



Tom Knakmuhs

 Thomas Knakmuhs, PE
 City Engineer



**LOCATION AND COMPRISING
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-24-B
ON 44TH STREET NORTH, NORTH OF 40TH AVENUE
NORTH (CASS HWY 20)**

LOCATION:

On 44th Street North between 40th Avenue North (CASS HWY 20) and 45th Street North.

On 40th Avenue North (CASS HWY 20) from 100' west of 44th Street North to 575' east of 44th Street North.

COMPRISING:

Lots 1 through 15, inclusive, Block 1.

All platted in Interstate Business District Addition.

THE W 25' OF AUD LT 2 OF SW1/4 OF NW1/4

THE W 25' OF AUD LT 1 OF SW1/4

W 1/2 LESS DRAIN & LESS R/W & LESS N 81-20 SUB & LESS AUD LOTS 1, 2 & 3 OF NW 1/4 & AUD LOT #1 OF SW 1/4 & LESS THE FOLL: THAT PT OF THE W1/2 OF SEC 15 & PT OF AUD LT 1 OF THE SW1/4 & PT OF AUD LT 1 OF THE NW1/4 AND ALL OF AUD LT 2 OF THE NW1

NE1/4 OF SEC 16 LESS THE FOLL: BEG AT THE SE COR OF NE1/4 THN N ALG THE E LN OF SD NE1/4 TO THE NE COR OF NE1/4 THN W ALG THE N LN OF NE1/4 FOR A DIST OF 100' THN S PARA TO THE E LN OF NE1/4 TO A PT ON THE N LN OF S1/2 O

THAT PT OF NE1/4 OF SEC 16 DESC AS FOLL: BEG AT THE SE COR OF NE1/4 THN N ALG THE E LN OF SD NE1/4 TO THE NE COR OF NE1/4 THN W ALG THE N LN OF NE1/4 FOR A DIST OF 100' THN S PARA TO THE E LN OF NE1/4 TO A PT ON THE N LN O

E 350' OF NW 1/4

AUD LOT 2 OF NW 1/4

AUD LOT 3 OF NW 1/4

NW 1/4 LESS THE FOLL: AC 102.23 LESS E 350' & LESS THAT PT OF NW 1/4 OF SEC 16 BEG AT THE NW CORN OF SEC 16 THEN S ALG W LN OF SEC FOR 415.0' THEN E PARAL TO N LN OF SEC FOR 640' THEN N PARAL TO W LN OF SEC 16 FOR 415' THEN W ALG THE N ON OF

PT OF NW 1/4 DESC AS FOLL: AC 13.47 COMM AT FOUND IRON MONUM WHICH DESIGNATE THE NW CORN OF SEC 16 THEN S 00DEG00' 00"" W ON ASSUM BEAR ON THE W LN OF SD SEC 16

1839.86' TO THE PT OF BEG, THEN S 90DEG00'00"" E 388.31' TO FOUND IRON MONUM THEN

COMM AT A PT WHICH IS 1467.16' S OF NE COR OF NE 1/4, AND SD PT IS TRUE PT OF BEG, THN W & PARA TO N SEC LN OF SD NE 1/4 FOR 535.8'; THN S & PARA TO E SEC LN FOR 520', THN E & PARA TO N SEC LN FOR 535.8', THN N & ALG E SEC LN FOR 520'

COMM AT A PT WHICH IS 1987.16' S OF THE NE COR OF NE COR OF NE 1/4 OF SEC 17 & SD PT IS THE TR PT OF BEG OF TR 4 HEREINAFTER DESC.: THEN W & PARA TO THE N SEC LN OF NE 1/4 FOR 535.8'; THEN S & PARA TO THE E SEC LN OF NE 1/4 FOR 653.78'

PT SE 1/4 DESC AS THE E 170' OF THAT PT OF THE SE1/4 LYING WLY & SLY OF I-29

DESC TRACT ALL LESS R/W A 357.76 LESS 34.34 AC TO MINNKOTA POWER COOP ALSO LESS THE FOLL: LAKE SHURE ESTATE SUB CONT 26.91 AC MORE OR LESS & LESS 61.95 AC F/K/A WILLOWTREE PARK SUB & LESS THAT PT OF E 1/2 OF SEC 9 LYING E OF CASS CO H

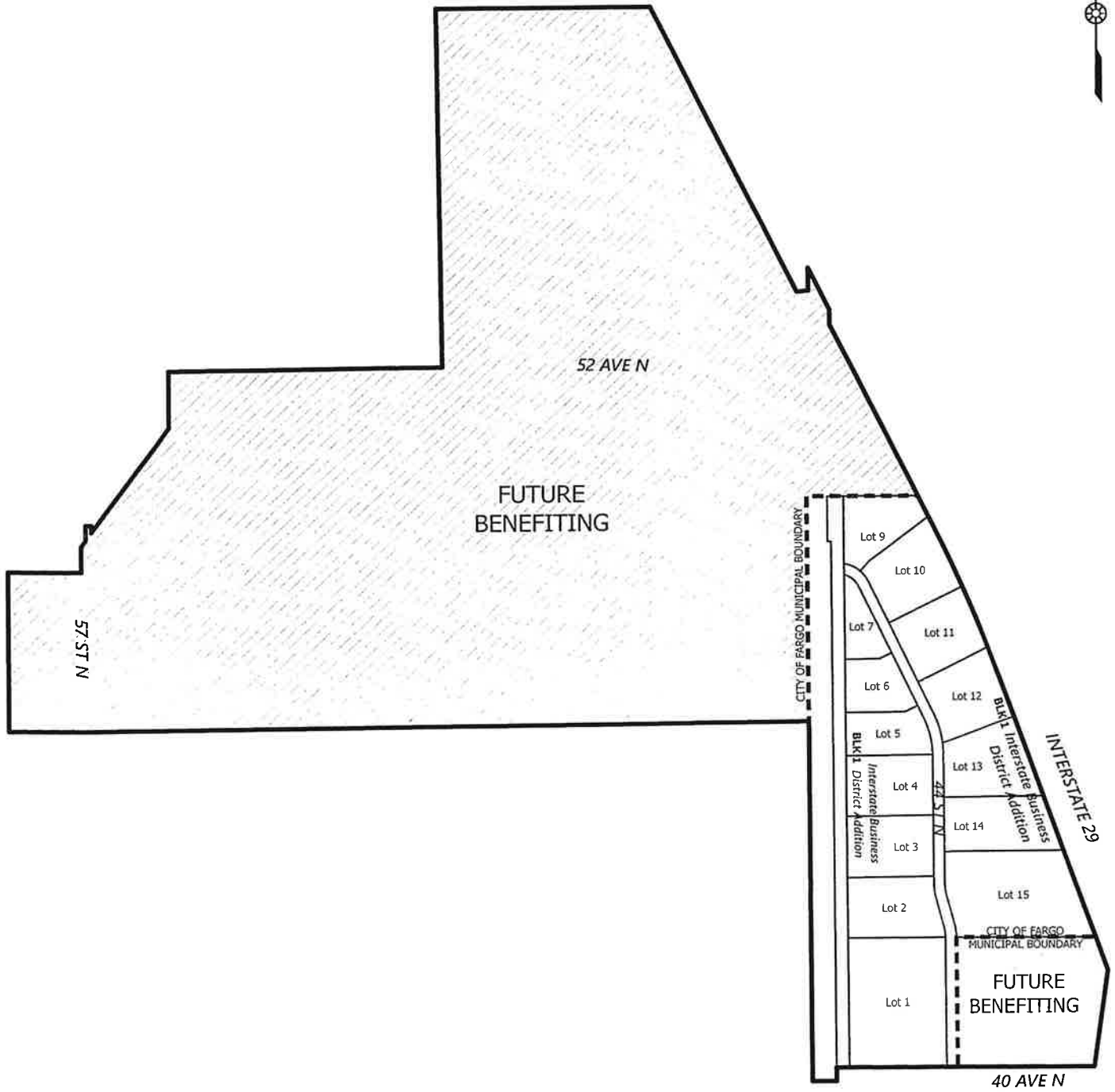
PT SE 1/4 ACS 59.65 FORMERLY KNOWN AS WILLOWTREE PARK SUB LESS THE E 170' OF THAT PT OF THE SE1/4 LYING WLY & SLY OF I-29

AUD LOT #3 OF NW 1/4 15-140-49 A 1.00

AUD LOT #4 OF NW 1/4 16-140-49 A 5.00

AUD LT #1 OF NW 1/4 15-140-49 LESS S 332'

All the foregoing located in the City of Fargo, Cass County, North Dakota, and its Extra-Territorial Area.



CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
NEW PAVING AND UTILITY CONSTRUCTION
IMPROVEMENT DISTRICT NO. BN-24-B

 FUTURE BENEFITING AREA OUTSIDE CITY LIMITS

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UN-23-B2

Type: Negative FBCO #2

Location: 40th Ave S along Drain 27

Date of Hearing: 8/26/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/3/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Matthew Jennings</u>

Ⓜ

The Committee reviewed the accompanying correspondence from Project Manager, Matthew Jennings, regarding Negative Final Balancing Change Order #2 in the amount of \$-9,173.06, which reconciles the measured quantities used in the field with those estimated for the contract.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of \$-9,173.06, which brings the total contract amount to \$866,156.12.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 in the amount of \$-9,173.06 to Ryan Contracting.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-9,173.06 to Ryan Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Wastewater Utility Funds


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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u> <input checked="" type="checkbox"/> </u>
Tim Mahoney, Mayor	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Nicole Crutchfield, Director of Planning	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Steve Dirksen, Fire Chief	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Brenda Derrig, Assistant City Administrator	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Ben Dow, Director of Operations	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Steve Sprague, City Auditor	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Tom Knakmuhs, City Engineer	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Susan Thompson, Finance Director	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	

ATTEST:

C: Kristi Olson


 Tom Knakmuhs, P.E.
 City Engineer

Memorandum

To: Members of PWPEC
From: Matthew Jennings, Project Manager
Date: August 22, 2024
Re: Improvement District No. UN-23-B2 – Negative Final Balancing Change Order

Background:

Improvement District No. UN-23-B2 is for the new construction of sanitary force main south off 40th Ave S, along Drain 27 and east through city owned detention basins, to alleviate surcharging within the Osgood neighborhood.

Ryan Contracting is the prime contractor on this project.

Attached is the Final Balancing Change Order in the amount of -\$9,173.06. 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:	\$ 872,126.00
Change Order #1	\$ 3,203.18
Change Order #2 (FBCO)	\$ <u>-\$9,173.06</u>
 Total Contract:	 \$ 866,156.12

Recommended Motion:

Approve Change Order #2 (Final Balancing) in the amount of -\$9,173.06 for Improvement District UN-23-B2.

MCJ/jmg



CHANGE ORDER REPORT
NEW UTILITY CONSTRUCTION
PROJECT NO. UN-23-B2

**SANITARY SEWER LIFT STATION 53 FORCE MAIN NEAR 44TH AVENUE SOUTH AND
 45TH AVENUE SOUTH BETWEEN DRAIN 27 AND 45TH STREET SOUTH**

Change Order No 2 Change Order Date 7/10/2024
 Contractor Ryan Contracting

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

EXPLANATION OF CHANGE Change Order # 2

Attached is the Final Balancing Change Order in the amount of \$-9,173.06. 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.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev		Tot Cont Qty	Curr C/O Qty	Unit Price (\$)	C/O Ext Price (\$)
					C/O Qty	Prev Cont Qty				
Miscellaneous	2	Mulching Type 1 Hydro	SY	15000.0000000000000002	15000.0000000000000002	0	17514.47	2514.47	\$0.42	\$1,056.08
	3	Seeding Type A	SY	10000	10000	0	16952.32	6952.32	\$0.25	\$1,738.08
	4	Seeding Type B	SY	5000	5000	0	562.15	-4437.85	\$0.55	-\$2,440.82
	6	Temp Construction Entrance	EA	4	4	0	2	-2	\$1,000.00	-\$2,000.00
	7	Sediment Control Log 6" to 8" Dia Inlet	LF	400	400	0	300	-100	\$3.00	-\$300.00
	8	Protection - Existing Inlet	EA	8	8	0	7	-1	\$185.00	-\$185.00

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 (\$)
	9	Remove Sidewalk All Thicknesses All Types F&I	SY	68		68	-16.6	51.4	\$20.00	-\$332.00
	10	Sidewalk 6" Thick Reinf Conc	SY	44		44	-21.9	22.1	\$130.00	-\$2,847.00
	11	Pavement 8" Thick Reinf Conc	SY	206		206	-5.4	200.6	\$206.00	-\$1,112.40
									Miscellaneous Sub Total	-\$6,423.06
Sanitary Sewer	18	F&I 1-1/4" Trench Found Rock 14" thru 24" Dia	LF	1000		1000	-1000	0	\$0.01	-\$10.00
	22	Bore Force Main 12" Dia	LF	903		903	-49	854	\$200.00	-\$9,800.00
	23	Bore Force Main 16" Dia	LF	160		160	-38.5	121.5	\$300.00	-\$11,550.00
	24	F&I Force Main - Locator Pedestal	EA	6		6	-2	4	\$250.00	-\$500.00
	26	F&I Force Main 12" Dia	LF	60		60	55.5	115.5	\$250.00	\$13,875.00

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 (\$)
	27	F&I Force Main 16" Dia	LF	2267		2267	34.9	2301.9	\$150.00	\$5,235.00
Sanitary Sewer Sub Total										-\$2,750.00

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Utility Funds - Wastewater - 521

-\$9,173.06

\$3,203.18

\$872,126.00

\$866,156.12

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

APPROVED

For Contractor

Title

Beth Tatge

8/12/24

APPROVED DATE

Department Head

Mayor

Attest

T. Cole

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.: SN-24-A1 & SN-25-A1 Type: Cost Participation and Maintenance Agreements
NDDOT Project No.: TMA-TAU-8-984(176)
NDDOT Project No.: TMA-TAU-8-984(177)

Location: Red River, 35th Ave S – 40th Ave S Date of Hearing: 8/26/2024
& Oakcreek – Timberline Neighborhoods

Table with 2 columns: Routing, Date. Rows include City Commission (9/3/2024), PWPEC File (X), and Project File (Jeremy Gorden).



The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a Cost Participation and Maintenance Agreements (CPM) with NDDOT for the following projects:

Drain 27 Crossing Shared Use Path Project
Oakcreek Neighborhood to Timberline Neighborhood
City Project No. SN-25-A1
NDDOT Project No. TMA-TAU-8-984(177)

Red River Shared Use Path Project Phase 2
Along Red River from 35th Avenue South to 40th Avenue South
City Project No. SN-24-A1
NDDOT Project No. TMA-TAU-8-984(176)

The Drain 27 Crossing Shared Use Path Project construction cost breakout is as follows:

Table with 2 columns: Category, Amount. Rows include Estimated Project Cost (\$ 873,673), Federal Share (\$ 700,036 capped), City Share (\$ 86,819), and Fargo Park District Share (\$ 86,819).

The Red River Phase 2 Project construction cost breakout is as follows:

Table with 2 columns: Category, Amount. Rows include Estimated Project Cost (\$ 783,027), Federal Share (\$ 492,465 capped), City Share (\$ 145,281), and Fargo Park District Share (\$ 145,281).

Staff is recommending approval of the CPM Agreements.

On a motion by Steve Sprague, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the CPM Agreements with the NDDOT.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve the CPM Agreements with the NDDOT.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Federal, Park District & Sales Tax Funds

Table with 2 columns: Question, Yes/No. Rows include Developer meets City policy for payment of delinquent specials, Agreement for payment of specials required of developer, and Letter of Credit required (per policy approved 5-28-13).

PWPEC ROA
Proj. No. SN-24-A1 & SN-25-A1 CPM Agreements
8/26/24 - Page 2


COMMITTEE

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

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

ATTEST:

C: Kristi Olson



Tom Knakmuhs, P.E.
City Engineer

Memorandum

To: Members of PWPEC

From: Jeremy M. Gorden, PE, PTOE
Division Engineer – Transportation

Date: August 20, 2024

Re: Approval of Cost, Participation and Maintenance (CPM) Agreements with NDDOT for Two Shared Use Path Projects – Project No. SN-24-A1 and SN-25-A1

Background:

I have attached two CPM Agreements from the Local Government Division of the NDDOT for the following projects in town:

Drain 27 Crossing Shared Use Path Project
Oakcreek Neighborhood to Timberline Neighborhood
City Project No. SN-25-A1
NDDOT Project No. TMA-TAU-8-984(177)

Red River Shared Use Path Project Phase 2
Along Red River from 35th Avenue South to 40th Avenue South
City Project No. SN-24-A1
NDDOT Project No. TMA-TAU-8-984(176)

Funding for the projects will consist of Federal Highway Funds from the NDDOT's Transportation Alternatives Program (TAP), Sales Tax Funds and Fargo Park District Funds.

The Drain 27 Crossing Shared Use Path Project construction cost breakout is as follows:

Estimated Project Cost	\$ 873,673
Federal Share	\$ 700,036 (capped)
City Share	\$ 86,819
Fargo Park District Share	\$ 86,819

The Red River Phase 2 Project construction cost breakout is as follows:

Estimated Project Cost	\$ 783,027
Federal Share	\$ 492,465 (capped)
City Share	\$ 145,281
Fargo Park District Share	\$ 145,281

These projects are set to be bid in Bismarck on November 8 and the projects are scheduled to have a Substantial Completion Date of October 18, 2025.

Recommended Motion:

I recommend approval of the CPM Agreements.

JMG/klb
Attachments

MEMO TO: Chad Orn
Deputy Director of Planning

FROM: Pam Wenger
Local Government Division

DATE: 08/02/2024

SUBJECT: Cost Participation, Construction, and Maintenance (CPM) Agreement for
Project TMA-TAU-8-984(176)– PCN 23945 – Red River Shared Use Path
– Phase 2

Contract # 38240969

- The purpose of this agreement is to provide a shared use path in Fargo from 40th Ave S to South of 35th Ave S for 0.747 miles.
- TMA capped amount for TA funds is \$492,465.

Contract routing:

Pam Wenger – Contract Owner

Brandon Beise

Paul Benning

Shannon Sauer

Fargo City Officials

Legal

Chad Orn

Brandon Beise

38/pjw

**North Dakota Department of Transportation
COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
LPA FEDERAL AID PROJECT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Wenger, Pamela J.

Telephone: 701.328.4787

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only.

FHWA Authorization date:

Project No. TMA-TAU-8-984(176) PCN: 23945

LPA: City of Fargo

Location: RED RIVER SHARED USE PATH PHASE 2

Type of Improvement: Shared Use Path

Length: 0.747

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Fargo, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$492,465. The balance of the project is the obligation of the LPA.

Additional Funding Clause
N/A

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.



Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
 - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
 - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
 - c. Tabulate the bids and send to the LPA.
 - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
2. The LPA will:
 - a. Review bids to determine the lowest responsible bidder.
 - b. Execute the contract.
 - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
 - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
 - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
 - c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
 - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:

1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical



entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.

2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
7. Provide maintenance to the completed project at its own cost and expense.
8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.



5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

Tom Knakmuhs
City of Fargo Engineer
225 4th Street North
Fargo, ND 58102

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

LPA/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

LPA of _____

* _____

NAME (TYPE OR PRINT)

SIGNATURE

* _____

TITLE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

BB

Paul Benning

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Paul Benning

SIGNATURE

08/05/24

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE *SS*

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 10-22



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 1-23



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

RM Consulted 2007
Revised 6-24




Certificate Of Completion

Envelope Id: 8DC1064CF53743918AC769BF96626CD3 Status: Sent
 Subject: Contract #38240969: Please DocuSign: Cost Participation, Construction & Maintenance Agreement
 Contract Number: 38240969
 PCN: 23945
 Source Envelope:
 Document Pages: 11 Signatures: 1 Envelope Originator:
 Certificate Pages: 4 Initials: 2 Pam Wenger
 AutoNav: Enabled 608 E Boulevard Ave
 Envelopeld Stamping: Enabled Bismarck, ND 58505
 Time Zone: (UTC-06:00) Central Time (US & Canada) pwenger@nd.gov
IP Address: 165.234.92.120

Record Tracking

Status: Original Holder: Pam Wenger Location: DocuSign
 8/2/2024 3:41:58 PM pwenger@nd.gov
 Security Appliance Status: Connected Pool: StateLocal
 Storage Appliance Status: Connected Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD Location: DocuSign

Signer Events

Signer Events	Signature	Timestamp
Brandon Beise bbeise@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None), Authentication	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.253.12	Sent: 8/2/2024 3:49:45 PM Viewed: 8/5/2024 4:42:00 PM Signed: 8/5/2024 4:43:03 PM

Authentication Details

SMS Auth:
 Transaction: e598a2a0-094e-47c7-a679-90ef452ca25a
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 8/5/2024 4:41:54 PM
 Phone: +1 701-426-0979

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Paul Benning pbenning@nd.gov Local Government Director Security Level: Email, Account Authentication (None), Authentication	 Signature Adoption: Pre-selected Style Using IP Address: 165.234.252.245	Sent: 8/5/2024 4:43:05 PM Viewed: 8/5/2024 4:57:51 PM Signed: 8/5/2024 4:57:59 PM
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Authentication Details

SMS Auth:
 Transaction: 4a361612-5c7f-4d11-89f9-bf47303f4c6d
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 8/5/2024 4:57:44 PM
 Phone: +1 701-214-2502

SMS Auth:
 Transaction: cbe6fd6b-12bb-4820-bc90-9ed5d88710eb
 Result: passed
 Vendor ID: TeleSign
 Type: SMSAuth
 Performed: 8/5/2024 4:58:55 PM
 Phone: +1 701-214-2502

Signer Events

Signature

Timestamp

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Shannon Sauer
ssauer@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

SS

Sent: 8/5/2024 4:58:01 PM
Viewed: 8/7/2024 8:55:18 AM
Signed: 8/7/2024 8:55:33 AM

Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Authentication Details

SMS Auth:
Transaction: 4fdbb250-4767-4004-a4fc-cec0e9809b86
Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 8/7/2024 8:55:14 AM
Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Pam Wenger
pwenger@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chad Orn
corn@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Brandon Beise bbeise@nd.gov Security Level: Email, Account Authentication (None), Authentication Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp
Pam Wenger pwenger@nd.gov Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	<div style="border: 1px solid black; padding: 5px; display: inline-block;">VIEWED</div> Using IP Address: 165.234.252.245	Sent: 8/2/2024 3:42:13 PM Viewed: 8/2/2024 3:43:42 PM Completed: 8/2/2024 3:49:44 PM

Agent Delivery Events	Status	Timestamp
Tom Knakmuhs tknakmuhs@fargond.gov City Engineer Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 8/7/2024 8:55:35 AM Viewed: 8/20/2024 10:23:14 AM

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	8/2/2024 3:42:13 PM
Envelope Updated	Security Checked	8/2/2024 3:49:44 PM
Envelope Updated	Security Checked	8/2/2024 3:49:44 PM
Envelope Updated	Security Checked	8/2/2024 3:49:44 PM
Envelope Updated	Security Checked	8/2/2024 3:49:44 PM
Envelope Updated	Security Checked	8/2/2024 3:49:44 PM

MEMO TO: Chad Orn
Deputy Director of Planning

FROM: Pam Wenger
Local Government Division

DATE: 08/02/2024

SUBJECT: Cost Participation, Construction, and Maintenance (CPM) Agreement for Project TMA-TAU-8-984(177) – PCN 23946 – Drain 27 Crossing Shared Use Path

Contract # 38240970

- The purpose of this agreement is to provide a shared use path in Fargo from Timberline to Milwaukee Trail for 0.160 miles.
- TMA capped amount for TA funds is \$700,036.

Contract routing:

Pam Wenger – Contract Owner

Brandon Beise

Paul Benning

Shannon Sauer

Fargo City Officials

Legal

Chad Orn

Brandon Beise

38/pjw

**North Dakota Department of Transportation
 COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT
 LPA FEDERAL AID PROJECT**

Federal Award Information – to be provided by NDDOT

Assistance Listing No: 20.205

Assistance Listing Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: Wenger, Pamela J.

Telephone: 701-328-4787

Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.

For NDDOT use only.

FHWA Authorization date:

Project No. TMA-TAU-8-984(177) PCN: 23946

LPA: City of Fargo

Location: DRAIN 27 CROSSING

Type of Improvement: Shared Use Path

Length: 0.160

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of Fargo, North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of \$700,036. The balance of the project is the obligation of the LPA.

Additional Funding Clause
 N/A

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.



Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

PART I

LPA Obligation:

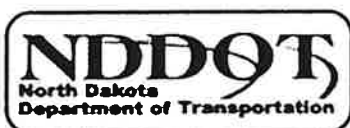
1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

Include the following paragraph verbatim in any subcontracts they sign relative to this project:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.
3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.
4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.
5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.
6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.
7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,
8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.



PART II

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:
 - a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.
 - b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.
 - c. Tabulate the bids and send to the LPA.
 - d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.
2. The LPA will:
 - a. Review bids to determine the lowest responsible bidder.
 - b. Execute the contract.
 - c. Distribute copies of the executed contract and contract bond to NDDOT.
3. During the construction of the project, the LPA will:
 - a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction*.
 - b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System*.
 - c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.
 - d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

PART III

Post Construction:

After the project is completed the LPA agrees to:

1. Control the length and location of curb openings for future entrances and to not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical



entrances for similar entrances; and prohibit the construction or use of any entrances along the project within the LPA other than those shown on the plans, without prior approval of NDDOT.

2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.
4. Prohibit the installation of traffic signals and pedestrian beacons on or in connection with the project, including those installed at the sole cost and expense of the LPA or by others, without NDDOT approval.
5. Maintain all traffic control devices on the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.
6. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.
7. Provide maintenance to the completed project at its own cost and expense.
8. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

PART IV

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.
4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.



5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

Local Government Engineer
ND Department of Transportation
608 East Boulevard Avenue
Bismarck, ND 58505-0700

Tom Knakmuhs
City of Fargo Engineer
225 4th Street North
Fargo, ND 58102

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.
8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.



Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

LPA/STATES ATTORNEY (TYPE OR PRINT)

SIGNATURE

DATE

LPA of _____

* _____

NAME (TYPE OR PRINT)

SIGNATURE

* _____

TITLE

DATE

ATTEST:

AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

BB

Paul Benning

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

Paul Benning

SIGNATURE

08/05/24

DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE *SS*

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 10-22



CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

Non-Federal Match Funds provided by LPA. Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

Source:

Executed at _____, North Dakota, the last date below signed.

ATTEST:

APPROVED:

AUDITOR (TYPE OR PRINT)

LPA of _____

SIGNATURE

NAME (TYPE OR PRINT)

DATE

SIGNATURE

*

TITLE

DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 1-23



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.



**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION
APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

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

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$437,500 per person and \$1,750,000 per occurrence**. The minimum limits of liability required of the State are **\$437,500 per person and \$1,750,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

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

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

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

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

RM Consulted 2007
Revised 6-24



Certificate Of Completion

Envelope Id: 89AD30FA2155426EACACA77DE71784A5

Status: Sent

Subject: Contract #38240970: Please DocuSign: Cost Participation, Construction & Maintenance Agreement

Contract Number: 38240970

PCN: 23946

Source Envelope:

Document Pages: 11

Certificate Pages: 3

AutoNav: Enabled

EnvelopeId Stamping: Enabled

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

Signatures: 1

Initials: 2

Envelope Originator:

Pam Wenger

608 E Boulevard Ave

Bismarck, ND 58505

pwenger@nd.gov

IP Address: 165.234.92.120

Record Tracking

Status: Original

8/2/2024 3:56:38 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Pam Wenger

pwenger@nd.gov

Pool: StateLocal

Pool: Carahsoft OBO North Dakota Department of

Transportation CLOUD

Location: DocuSign

Location: DocuSign

Signer Events

Brandon Beise

bbeise@nd.gov

Carahsoft OBO North Dakota Department of

Transportation CLOUD

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

Signature

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.253.12

Timestamp

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Signed: 8/5/2024 4:44:24 PM

Authentication Details

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Result: passed

Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/5/2024 4:43:34 PM

Phone: +1 701-426-0979

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Paul Benning

pbenning@nd.gov

Local Government Director

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

Signature Adoption: Pre-selected Style

Using IP Address: 165.234.252.245

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Signed: 8/5/2024 5:00:14 PM

Authentication Details

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Vendor ID: TeleSign

Type: SMSAuth

Performed: 8/5/2024 4:59:54 PM

Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events

Signature

Timestamp

Shannon Sauer
ssauer@nd.gov
Security Level: Email, Account Authentication
(None), Authentication

SS

Sent: 8/5/2024 5:00:16 PM
Viewed: 8/7/2024 8:54:42 AM
Signed: 8/7/2024 8:54:47 AM

Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Authentication Details

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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 8/7/2024 8:54:31 AM
Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Pam Wenger
pwenger@nd.gov

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgenstern
cdmorgenstern@nd.gov

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chad Orn
corn@nd.gov

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

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Brandon Beise
bbeise@nd.gov

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

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Pam Wenger
pwenger@nd.gov
Carahsoft OBO North Dakota Department of
Transportation CLOUD
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

VIEWED

Using IP Address: 165.234.252.245

Sent: 8/2/2024 3:56:51 PM
Viewed: 8/2/2024 3:57:13 PM
Completed: 8/2/2024 4:01:51 PM

Agent Delivery Events	Status	Timestamp
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Tom Knakmuhs
tknakmuhs@fargond.gov
City Engineer
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Sent: 8/7/2024 8:54:50 AM
Viewed: 8/7/2024 12:31:44 PM

Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Legal Admin
dotlegaladmin@nd.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Legal Admin
dotlegaladmin@nd.gov
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	8/2/2024 3:56:51 PM
Envelope Updated	Security Checked	8/2/2024 4:01:51 PM
Envelope Updated	Security Checked	8/2/2024 4:01:51 PM
Envelope Updated	Security Checked	8/2/2024 4:01:51 PM
Envelope Updated	Security Checked	8/2/2024 4:01:51 PM
Envelope Updated	Security Checked	8/2/2024 4:01:51 PM

Payment Events	Status	Timestamps
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REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. NR-24-B2 Type: Change Order #2
 Location: Lift Stations #11 & #57 Date of Hearing: 8/26/2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>9/3/2024</u>
PWPEC File	<u>X</u>
Project File	<u>Jody Bertrand</u>

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The Committee reviewed the accompanying correspondence from Utility Engineer, Jody Bertrand, related to Change Order #2 in the amount of \$74,240 for additional work.

Staff is recommending approval of Change Order #2 in the amount of \$74,240, bringing the total contract amount to \$4,946,580.

On a motion by Brenda Derrig, seconded by Steve Sprague, the Committee voted to recommend approval of Change Order #2 in the amount of \$74,240 to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$74,240 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Flood Sales Tax

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Tim Mahoney, Mayor	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Nicole Crutchfield, Director of Planning	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, Assistant City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Ben Dow, Director of Operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Tom Knakmuhs, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Susan Thompson, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:

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

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Jody Bertrand, PE, CFM; Storm Sewer Utility Engineer

Date: August 26, 2024

Re: Project #NR-24-B2 – Change Order #2 for Storm Sewer Lift Stations #11 & #57
(Trollwood Area)

Background:

This project was awarded to Key Contracting Inc. and construction started in early June, 2024. The first phase of construction was to excavate and install a storm water bypass line redirecting flows around Lift station #11. During the bypass line installation and the demolition of lift station #11, unsuitable material was encountered thru the first 14 feet of the excavation activities. The contractor was directed to haul and dispose of this material. The negotiated cost to haul the material from the site and supply clean backfill material was negotiated at \$40/CY. The contractor has hauled out 1,845 CY of material. The cost for this work is \$74,240.00. Additional unsuitable material may be found when connecting the western lift station #57 piping network to lift station #11, late this fall or early next spring.

The change order request from Key Contracting and Houston Engineering's recommendation letter are attached to this memorandum for your review. Houston Engineering has recommended approval of the proposed change order and the Engineering Dept. concurs the requested costs are justified.

Recommended Motion:

To approve Change Order #2 at a cost of \$74,240.00, to Key Contracting Inc. with costs reimbursed through the Fargo Moorhead Diversion Authority.

JRB/jmg
Attachments

C: Nathan Boerboom, PE, CFM; Assistant City Engineer



August 22, 2024

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

Subject: Change Order 2 Recommendations
NR-24-B2 Lift Station Repl/Rehab – Storm Lift Station #11 & #57
Unsuitable Material – Debris Removal

Mr. Bertrand:

Below is a summary of the proposed changes associated with this change order request.

Unsuitable Material – Debris Removal

During excavation for various project components within the existing Fargo Park District parking lot and Kandi Lane, including for watermain removal/installation, storm sewer bypass installation, and excavation for the proposed LS #11, a significant amount of debris and otherwise unsuitable material was encountered. This included rock, gravel, organic material, and significant amounts of construction debris such as concrete, brick, asphalt, and pipe sections. The unsuitable material and debris were so prevalent that it could not be separated from suitable backfill material. The depth of the unsuitable material varied but extended to approximately 14' below existing grade in the location of the lift station excavation.

HEI RPR and engineering staff assisted Key Contracting in determining if material was unsuitable. Key hauled the debris to Strata's Pit 336 for disposal. HEI and Key also kept track of the number of truckloads of debris hauled as there is not a scale at Pit 336.

There was not a pay item for Excavate & Haul – Excess Material in the original contract. HEI and Key negotiated a price of \$40/CY of unsuitable material. This includes loading, hauling, disposing, and leveling of the material at Pit 336. The price also includes hauling suitable material to the site to replace the unsuitable material that was disposed of. This is an acceptable price as Key's cost for similar work on other recent projects, including FM-22-C2 and NR-23-A2 are consistently greater than \$50/CY.

This change order will increase the contract price by \$74,240.00.

This change order will not impact contract time.

Sincerely,

A handwritten signature in black ink that reads 'Gabe Bladow'. The signature is written in a cursive style.

Gabe Bladow, PE
Project Manager
Direct: 701.499.2091
gbladow@houstoneng.com

245 7th Avenue NE
 West Fargo, North Dakota 58078
 Phone: (701) 238-8192
 Fax: (701) 356-0166
 Internet: keycontracting.com



CHANGE ORDER REQUEST

Request: 2
 Date: 8/7/2024
 Project: NR-24-B2 - Trollwood - LS57 and 11
 Project Location: Fargo, ND
 Request for: Debris Removal

Narrative: This is a change order request for additional compensation for hauling and disposing debris from the site. The lift station excavation was extremely contaminated with concrete chunks, asphalt, concrete pipe and other construction debris. The material is not suitable for backfill and must be landfilled. The depth of the debris is from zero to 14 feet below grade. The debris is hauled to Pit 336 for disposal. Key must also doze the debris into Pit 336. The bid tab did not contain a bid item for Excavate and Haul. Key has agreed to a reduced rate for Excavate and Haul of \$40 per CY (Excavate and Haul for this distance would normally be in the mid \$50s).

Haul Dates and Location	Loads	CY/Load	Total
May 17-24 - Watermain Installation	36	8	288
June 10-11 - CMP Bypass	43	8	344
June 12-26 - Lift Station Excavation	153	8	1224
			1856

The contract is changed as follows:

Item Number	Description	Quantity	Rate	Total
1	Excavate and Haul (CY) - Ongoing	1856	\$ 40.00	\$ 74,240.00
				\$ -

Total Requested Change \$ 74,240.00

The contract is hereby amended as follows:

Original Contract Price	\$ 4,902,904.00
Previous Contract Adjustments	\$ (30,564.00)
Current Change Order Adjustment	\$ 74,240.00
Amended Contract Total	\$ 4,946,580.00

Substantial Completion	7/3/2025
Final Completion	8/1/2025

Accepted on the date noted above by:

Key Contracting, Inc.

Engineer:

Owner:

CHANGE ORDER REPORT
LIFT STATION REHAB/RECONSTRUCTION STORM LIFT STATION #11 & #57 -
GENERAL

PROJECT NO. NR-24-B2

TROLLWOOD PARK AND KANDI LN N

Change Order No 2 **Change Order Date** 8/20/2024
Contractor Key Contracting Inc

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

EXPLANATION OF CHANGE Change Order # 2

This change order is for the excavation and hauling of unsuitable backfill material encountered while installing the storm sewer bypass line and the excavation area of the new lift station. The debris will be hauled to Pit 336 leveled by dozer after delivery to disposal site. New backfill clay material will be brought back to the site as material is needed for backfilling operations. There is no weight scale at the disposal site so truck loads were tracked for material payment by the supervising consultant representative. Additional quantity may be encountered when excavating to make the lift station #57 pipe connection to the west.

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 2	9	Excavate & Haul - Excess Material	CY	0	0	0	1856	1856	\$40.00	\$74,240.00
Change Order 2 Sub Total										\$74,240.00

Summary.

Source Of Funding
 Net Amount Change Order # 2 (\$) \$74,240.00
 Previous Change Orders (\$) -\$30,564.00
 Original Contract Amount (\$) \$4,902,904.00
 Total Contract Amount (\$) \$4,946,580.00

WIFIA Federal Funds and State SRF Funds
 \$74,240.00
 -\$30,564.00
 \$4,902,904.00
 \$4,946,580.00

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

APPROVED

For Contractor *Thomas P. Martin*
 Title President

APPROVED DATE

Department Head
 Mayor
 Attest



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

Exact, full name of project as it will appear in the contract:

Sanitary Sewer Repair & Incidentals

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Project No. UR-24-I

Call For Bids August 29, 2024

Advertise Dates September 11, 18 & 25, 2024

Bid Opening Date October 9, 2024

Substantial Completion Date June 1, 2025

Final Completion Date July 1, 2025

X PWPEC Report (Attach Copy)

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

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

N/A Notice to Property Owners (Special Assessments)

N/A Supplemental Funding Language Included

Project Engineer Shane Geraghty

Phone No. (701) 241-1545

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

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

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

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

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

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-24-I1

Type: 2024 CIP Revision

Location: 1700 Block of 25th Avenue South

Date of Hearing: 8/12/2024

Routing

City Commission

PWPEC File

Project File

Date

9/3/2024

X

Shane Geraghty

The Committee reviewed a communication from Project Manager, Shane Geraghty, regarding the addition of Project No. UR-24-I1 to the 2024 CIP.

Engineering was contacted by the Water Reclamation Facility regarding the condition of the 18" RC pipe flowing into Lift Station #15 on the 1700 Block of 25th Avenue South. Sewer televising videos show extensive damage to the pipe to the point where replacement is necessary. The sanitary sewer is currently functioning as intended, but concern that this pipe is near failure. To proactively address this known issue and prevent imminent failure, it is recommended that a planned project be initiated and put out to bid and incorporate this infrastructure request into the 2024 Capital Improvement Plan. The estimated cost of the project is \$125,000, which will be funded through Waste Water Utility Funds.

Engineering is seeking the addition of UR-24-I1 to the 2024 CIP.

On a motion by Nicole Crutchfield, seconded by Ben Dow, the Committee voted to recommend approval of adding Project No. UR-24-I1 to the 2024 CIP.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the addition of Project No. UR-24-I1 to the 2024 CIP.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Waste Water Utility Funds

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>

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)

COMMITTEE

Present	Yes	No	Unanimous
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Ryan Erickson</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>Michael Redlinger</u>
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

- Tim Mahoney, Mayor
- Nicole Crutchfield, Director of Planning
- Steve Dirksen, Fire Chief
- Brenda Derrig, Assistant City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- Tom Knakmuhs, City Engineer
- Susan Thompson, Finance Director

ATTEST:

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

C: Kristi Olson



**ENGINEER'S REPORT
SANITARY SEWER REPAIR & INCIDENTALS
PROJECT NO. UR-24-I
ON 25TH AVENUE S JUST WEST OF 17TH STREET S NEAR
SANITARY SEWER LIFT STATION #15**

Nature & Scope

Replace RCP gravity sewer pipe into SS LS #15

Purpose

Upon inspection through televising, it was discovered that the 18" reinforced concrete pipe entering LS #15 is in failing condition due to severe deterioration, including a hole in the side of the pipe. This project will involve excavating and replacing the failing pipe, replacing the nearest upstream manhole, installing a new water main gate valve, and restoring the site to its pre-excavation condition.

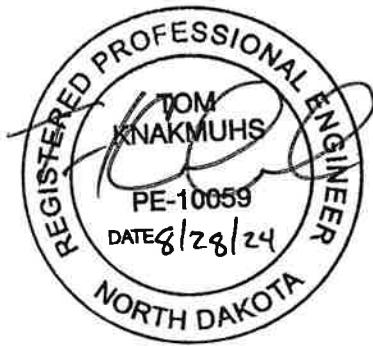
Feasibility


The estimated cost of construction is \$142,784.00. The cost breakdown is as follows:

Sanitary Sewer Repair			
Construction Cost			\$142,784.00
Fees			
Admin	4%		\$5,711.36
Contingency	5%		\$7,139.20
Engineering	10%		\$14,278.40
Interest	4%		\$5,711.36
Legal	3%		\$4,283.52
Total Estimated Cost			\$179,907.84
Funding			
Utility Funds - Wastewater - 521	100.00%		\$179,907.84

Project Funding Summary		
Utility Funds - Wastewater - 521	100.00%	\$179,907.84
Total Estimated Project Cost		\$179,907.84

We believe this project to be cost effective.





Thomas Knakmuhs, PE
City Engineer



Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

23

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 8/29/2024

SUBJECT: ELECTRICAL CONSTRUCTION CHANGE ORDER NO 3 FOR PROJECT BP0065 FIRE STATION 8

This request is for a change order for the electrical construction of Fire Station 8. CO 3. Extend existing outlets in bedrooms into back of lockers, add GFCI breakers as required by City Inspector, and add a 2nd circuit for control lights in apparatus bay at a cost of \$3,132.79.

The original price of the contract for Electrical Construction was \$591,000. The proposed changes will bring the total cost of the Electrical Construction to \$612,240.79.

RECOMMENDED MOTION: Approve Change Order No 3 for Electrical Construction for BP0065 Fire Station 8 in the amount of \$3,132.79.

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Document G701[®] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Fire Station #8 6617 33rd St S Fargo, ND 58104	CONTRACT INFORMATION: Contract For: Electrical Construction Date: May 15, 2023	CHANGE ORDER INFORMATION: Change Order Number: E03 Date: August 19, 2024
OWNER: <i>(Name and address)</i> City of Fargo Fire Department 637 NP Avenue Fargo, ND 58102	ARCHITECT: <i>(Name and address)</i> Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) 112 North Roberts Street Suite 300 Fargo, ND 58102	CONTRACTOR: <i>(Name and address)</i> Grotberg Electric, Inc. 1109 West Main P.O. Box 426 Valley City, North Dakota 58072

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Extend existing outlets into the back of wardrobe cabinets at sleeping rooms.

Add GFCI breakers to all fridge outlets.

Add additional circuit and relay to control lighting in apparatus bay.

The original Contract Sum was	\$ 591,000.00
The net change by previously authorized Change Orders	\$ 18,108.00
The Contract Sum prior to this Change Order was	\$ 609,108.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 3,132.79
The new Contract Sum including this Change Order will be	\$ 612,240.79

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engineers-Architects, P.C. (herein known
 as EAPC Architects Engineers)

Grotberg Electric, Inc.

City of Fargo Fire Department

ARCHITECT *(Firm name)*

CONTRACTOR *(Firm name)*

OWNER *(Firm name)*







SIGNATURE

SIGNATURE

SIGNATURE

Nicholas Naujokas, AIA, Senior Architect
PRINTED NAME AND TITLE

Stephanie Ness, Secretary/Treasurer
PRINTED NAME AND TITLE

Steven J. Dirksen, Fire Chief
PRINTED NAME AND TITLE

8/19/2024

08/19/2024

8/20/2024

DATE

DATE

DATE

ELECTRICAL WIRING AGREEMENT



Date 07/15/24 Pg 1 of 1

Customer City of Fargo Fire Station

Address 637 NP Ave.

Project Redoing lighting circuits apparatus bay

Location of Job 6617 33rd st S Fargo ND

Commercial – Residential – Industrial
 1049 5th Ave NE West Fargo ND
 phone: (701) 373-0663
 fax: (701) 373-0664
 email-thomas_moltzan@grotbergelectric.com

SPECIFICATIONS OF JOB FOR ABOVE-REFERENCED PROJECT

We agree to following

Add a 2nd circuit and relay to control lights in apparatus bay. We would spilt the lights in the apparatus bay so there is 5 lights per circuit. The new lights draw to much for one circuit. We would use existing switching to control the relay and use existing breaker in Panel B to feed (5) lights.

Labor	\$1,317.63
Material	<u>\$526.56</u>
Add to contract	\$1,844.19

TERMS AND CONDITIONS

PAYMENT. The above-referenced sum shall be payable as follows: As Job progresses

EFFECTIVE DATE. This agreement becomes effective when signed by Grotberg Electric Inc, and accepted by Customer.

Acceptance by Customer is complete only upon delivery of a signed agreement to Grotberg Electric, Inc.

WITHDRAWAL OF AGREEMENT. This agreement is automatically withdrawn by Grotberg Electric, Inc., if it is not accepted by customer within seven (7) days.

CUSTOMER

By: Tom Moltzan Title: Estimator
email-thomas_moltzan@grotbergelectric.com
www.grotbergelectric.com

By: _____ Title: _____
ACCEPTANCE Dated: _____



Fire Department
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

MEMORANDUM

24

TO: BOARD OF CITY COMMISSIONERS

FROM: FIRE CHIEF STEVE DIRKSEN

DATE: 8/29/2024

SUBJECT: GENERAL CONSTRUCTION CHANGE ORDER #16, #17, & #18 FOR PROJECT BP0065 FIRE STATION #8

This request is for three change orders for the general construction of Fire Station # 8.

CO # 16. – Epoxy bathroom floors at a cost of \$2,100.00.

CO # 17. – Removal of trees from planting scope at a savings of \$4,043.00.

CO # 19. – Relocate casework, add panic hardware, patch walls, add vinyl cove base, and additional epoxy at a cost of \$6,608.60

The original price of the contract for General Construction was \$3,504,720.00. The proposed changes will bring the total cost of the General Construction to \$3,580,719.56.

RECOMMENDED MOTION: Approve change order #16, #17, and #18 for General Construction for BP0065 Fire Station #8 in the amounts of \$2,100.00, -\$4,043.00 and \$6,068.60.

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Change Order

PROJECT: <i>(Name and address)</i> Fire Station #8 6617 33rd St S Fargo, ND 58104	CONTRACT INFORMATION: Contract For: General Construction Date: May 15, 2023	CHANGE ORDER INFORMATION: Change Order Number: G13 Date: July 29, 2024
OWNER: <i>(Name and address)</i> City of Fargo Fire Department 637 NP Avenue Fargo, ND 58102	ARCHITECT: <i>(Name and address)</i> Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) 112 North Roberts Street Suite 300 Fargo, ND 58102	CONTRACTOR: <i>(Name and address)</i> Ledgestone, Inc. 22930 County Hwy 6 Detroit Lakes, MN 56501

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)
 Includes PR 11, 12, and 13

Add \$2100.00 PR 11
 Deduct \$4043.00 PR 12
 Add \$6608.60 PR 13

The original Contract Sum was	\$ 3,504,720.00
The net change by previously authorized Change Orders	\$ 83,932.40
The Contract Sum prior to this Change Order was	\$ 3,588,652.40
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,665.60
The new Contract Sum including this Change Order will be	\$ 3,593,318.00

The Contract Time will be unchanged by Zero (0) days.
 The new date of Substantial Completion will be

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Engineers-Architects, P.C. (herein known as EAPC Architects Engineers) <hr/> ARCHITECT <i>(Firm name)</i> <hr/> <hr/> SIGNATURE <hr/> Nicholas Naujokas, AIA, Senior Architect PRINTED NAME AND TITLE <hr/> 7/29/2024 <hr/> DATE	Ledgestone, Inc. <hr/> CONTRACTOR <i>(Firm name)</i> <hr/> <hr/> SIGNATURE <hr/> Josh Lessman, President PRINTED NAME AND TITLE <hr/> <hr/> DATE	City of Fargo Fire Department <hr/> OWNER <i>(Firm name)</i> <hr/> <hr/> SIGNATURE <hr/> Steven J. Dirksen, Fire Chief PRINTED NAME AND TITLE <hr/> 7/30/2024 <hr/> DATE
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Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-844-4550
 218-847-5013



Change Order Request

COR Number: 16

Date: 6/4/2024

Project Number: 2301

Contract Date: 5/15/2023

To:	Project:
City of Fargo Fire Department 637 NP Avenue Fargo ND 58102	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104

Description of Change:

Add epoxy flooring in restrooms Per PR-11 dated 5/15/2024

Project Original Contract Sum	3,504,720.00
Total of Previously Approved Change Orders	60,580.06
Contract Amount Prior to this Change Order	3,565,300.06
Proposed Contract Amount of this Change Order	2,100.00
Proposed Contract Amount Including this Change Order	3,567,400.06

Accepted By:		
_____	_____	City of Fargo Fire Department
Contractor (Company Name)	Owner (Company Name)	Other (Company Name)
_____	_____	<i>Steven J Dirksen</i>
By (Signature)	By (Signature)	By (Signature)
_____	_____	Steven J Dirksen
Printed Name	Printed Name	Printed Name
_____	_____	7/09/2024
Date	Date	Date
_____	_____	
	Owner's Change Order Number	

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-844-4550
 218-847-5013



Change Order Request

COR Number: 16

Date: 6/4/2024

To: City of Fargo Fire Department	Project: Fargo Fire Department Station #8
--	--

Item	Description	Quantity	UOM	Unit Price	Extended Price
03 - Concrete					
	Epoxy Flooring	1.00	LS	2,000.00	2,000.00
	Profit & Overhead	0.00		0.00	100.00
Concrete Total:					2,100.00
Change Order Total:					2,100.00

QUALITY COATINGS & TILE

Change Order

Order #: 1

Order Date: 5/22/24

From: Quality Coatings and Tile
3918 37th Ave S
Fargo, ND 58104

To: LedgeStone
Project: Fargo Fire Dept. Station #8

Description of work	Amount
Install epoxy flake system in rooms 113 & 116 in lieu of polished concrete.	

	Request Amount of Change:	\$	300.00
Original contract sum		\$	21,000.00
Net Change by previous change orders		\$	21,000.00
New contract sum including this change order		\$	21,300.00

Date of Acceptance: _____

Signature: _____

Quality Coatings and Tile
3918 37th Ave S
Fargo, ND 58104
701.232.2418

QUALITY COATINGS & TILE

Change Order
Order #: 2
Order Date: 5/23/24

From: Quality Coatings and Tile
3918 37th Ave S
Fargo, ND 58104

To: LedgeStone
Project: Fargo Fire Dept. Station #8

Description of work	Amount
Install epoxy flake system in rooms 109 & 110 in lieu of sealed concrete	

	Request Amount of Change:	\$	1,700.00
Original contract sum		\$	21,000.00
Net Change by previous change orders		\$	300.00
New contract sum including this change order		\$	23,000.00

Date of Acceptance: _____

Signature: _____

Quality Coatings and Tile
3918 37th Ave S
Fargo, ND 58104
701.232.2418

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-844-4550
 218-847-5013



Change Order Request

COR Number: 17

Date: 6/12/2024

Project Number: 2301

Contract Date: 5/15/2023

To:	Project:
City of Fargo Fire Department 637 NP Avenue Fargo ND 58102	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104

Description of Change:

Remove trees per PR-12 trees to be provided by City of Fargo Forestry.

Project Original Contract Sum	3,504,720.00
Total of Previously Approved Change Orders	60,580.06
Contract Amount Prior to this Change Order	3,565,300.06
Proposed Contract Amount of this Change Order	(4,043.00)
Proposed Contract Amount Including this Change Order	3,561,257.06

Accepted By:

_____ Contractor (Company Name)	_____ Owner (Company Name)	_____ Other (Company Name)
_____ By (Signature)	_____ By (Signature)	_____ By (Signature)
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-844-4550
 218-847-5013



Change Order Request

COR Number: 17
Date: 6/12/2024

To: City of Fargo Fire Department	Project: Fargo Fire Department Station #8
--	--

Item	Description	Quantity	UOM	Unit Price	Extended Price
32 - Exterior Improvements					
	Remove trees from planting scope	1.00-	LS	3,850.00	3,850.00-
	Profit & Overhead	0.00		0.00	193.00-
Exterior Improvements Total:					4,043.00-
Change Order Total:					4,043.00-



2618 16TH AVE S
 MOORHEAD, MN 56560
 Phone: 701-200-0456
 Fax: 218-359-0357

Web: www.jtlawnandlandscaping.com

QUOTATION

PROJECT: Fargo Fire Dept. Station #8
 PR G12

DATE: 11-Jun-24

Attn: Josh Lessman

ITEM#	DESCRIPTION	UNIT	QTY	UNIT PRICE	EXTENSION
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	Landscape per PR G12	EA	-10.00	\$385.00	-\$3,850.00
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Work includes:

-Deduct deciduous trees to be provided and installed by City of Fargo Forestry

Total Of Above -\$3,850.00

AUTHORIZED SIGNATURE: _____
 TITLE: _____

BY: JT LAWN SERVICES & LANDSCAPING, INC
Emailed
Brent Keller


AIA® Document G709™ – 2018
Proposal Request

PROJECT: *(name and address)*
 Fire Station #8
 6617 33rd St S
 Fargo, ND 58104

CONTRACT INFORMATION:
 Contract For: General Construction
 Date: May 15, 2023

Architect's Project Number: 20222800
 Proposal Request Number: G13
 Proposal Request Date: July 10, 2024

OWNER: *(name and address)*
 City of Fargo Fire Department

 637 NP Avenue
 Fargo, ND 58102

ARCHITECT: *(name and address)*
 Engineers-Architects, P.C. (herein known
 as EAPC Architects Engineers)
 112 North Roberts Street
 Suite 300
 Fargo, ND 58102

CONTRACTOR: *(name and address)*
 LedgeStone, Inc.

 22930 County Hwy 6
 Detroit Lakes, MN 56501

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within Zero (0) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

Roppe Pinnacle 4" Long Toe Base

Provide BOHO Porcelain Tile cove base, Color "Fog" at rooms 109 and 110.

Relocate wardrobe casework as shown on attached sketch at rooms 105, 112, 114, and 115. Patch and paint GWB surfaces as required. Add finished matching p-lam ends to wardrobe casework as required.

Provide panic hardware to room 122.

Provide epoxy flake flooring in rooms 117 and 118.

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

Nicholas Naujokas, AIA, Senior Architect
PRINTED NAME AND TITLE

Nominal Dimensions	4" (10.2 cm) x 48" (1.22 m) x 1/8" (3.2 mm)
ASTM F1861 - Resilient Wall Base	Type TS, Group 1, Style B
ASTM E648 (NFPA 253) - Critical Radiant Flux	Class 1, $\geq 0.45 \text{ W/cm}^2$
ASTM E662 (NFPA 258) - Smoke Density	Passes, ≤ 450
ASTM E84 - Flammability	Class B
CAN/ULC-S102.2 - Surface Burning	50 Flame Spread Rating, 175 Smoke Developed Classification
ASTM F925 - Chemical Resistance	Excellent with chemicals listed in standard, additional chart available

Sustainability Information	<p>Made in the U.S.A.</p> <p>Meets Buy America Act (49 CFR Part 661)</p> <p>Meets Buy American Act (41 USC §§ 8301-8303)</p> <p>Contributes to LEED v4/4.1</p> <p>NSF/ANSI 332 Platinum Certification</p> <p>GREENGUARD Gold Certification</p> <p>FloorScore Certification</p> <p>Meets CA 01350 Requirements</p> <p>Meets CHPS Requirements</p> <p>EPD Available</p> <p>Red List Chemical Free</p> <p>Contains No Recycled Content</p> <p>HPD Available</p>
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Acclimation Time	48 Hours
Service & Storage Temperature	65° - 85° F

See Installation document for full installation details regarding approved substrates, substrate preparation, job site conditions, & acclimation procedures

Product Warranty	5 Year Commercial
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See product warranty for full details regarding limitations & warranty coverage

Approved Adhesives	<p>Excelsior WB-600, Wall Base Adhesive</p> <p>Excelsior C-630, Contact Adhesive</p>
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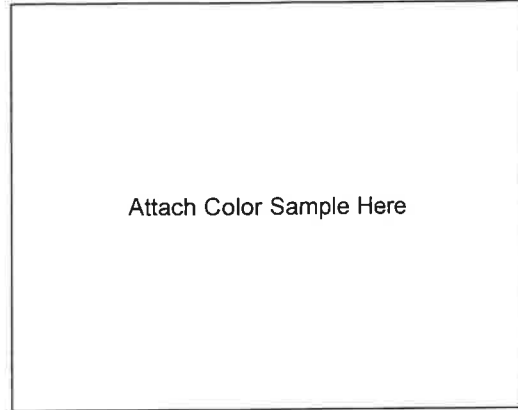
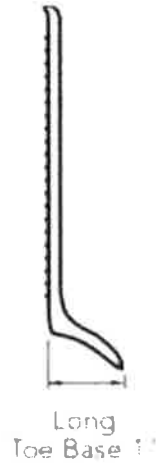
See Installation document for full installation details regarding approved substrates, substrate preparation, job site conditions, & acclimation procedures

Technical Support	solutions@rhctechnical.com
Product Support	sales@roppe.com
Technical Documentation	www.roppe.com

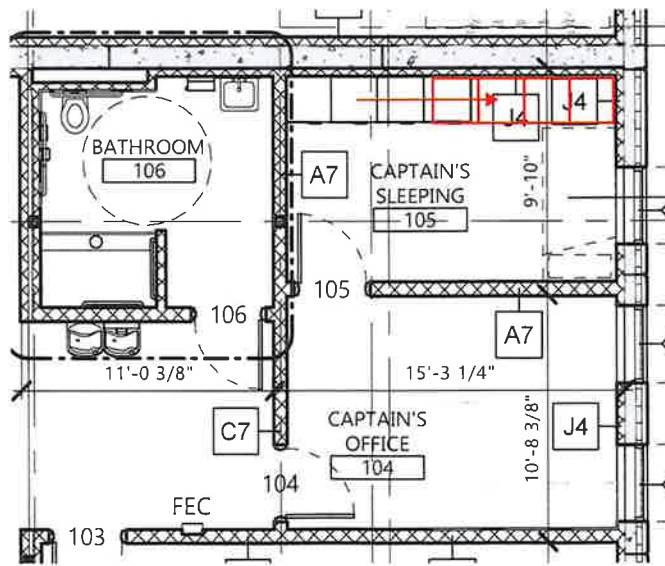
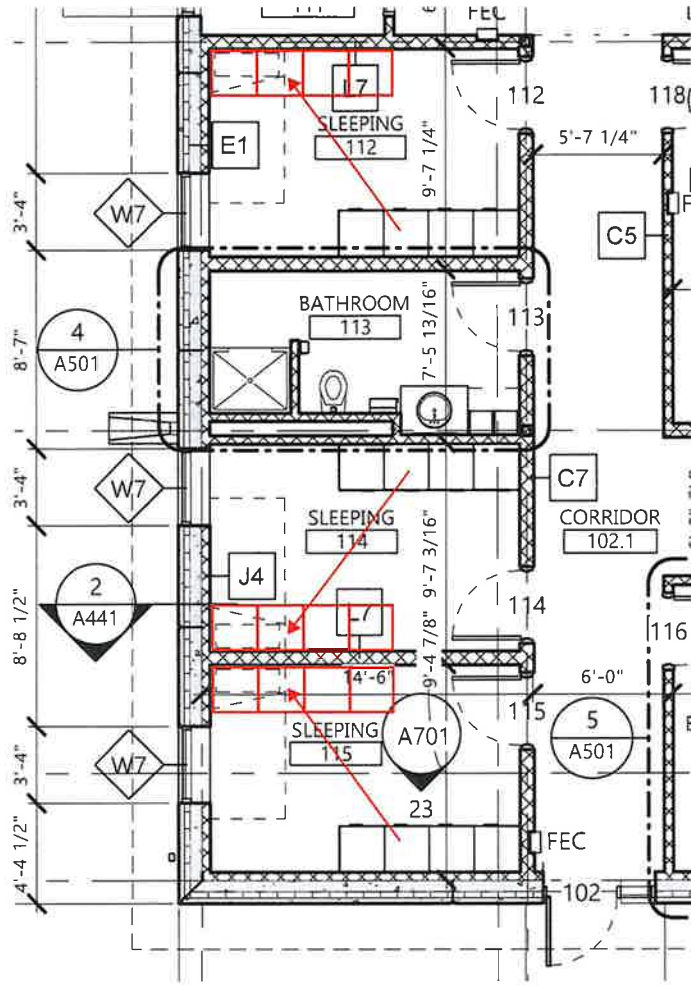


Pinnacle 4" Long Toe Wall Base

PRODUCT SUBMITTAL



Color: Black Brown 193



Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-844-4550
 218-847-5013



Change Order Request

COR Number: 18

Date: 7/29/2024

Project Number: 2301

Contract Date: 5/15/2023

To:	Project:
City of Fargo Fire Department 637 NP Avenue Fargo ND 58102	Fargo Fire Department Station #8 6617 33rd Street South Fargo ND 58104

Description of Change:

Provide multiple changes as noted and requested per PR-13 dated 7/10/24 by EAPC.

Project Original Contract Sum	3,504,720.00
Total of Previously Approved Change Orders	72,183.01
Contract Amount Prior to this Change Order	3,576,903.01
Proposed Contract Amount of this Change Order	6,608.60
Proposed Contract Amount Including this Change Order	3,583,511.61

Accepted By:

_____ Contractor <i>(Company Name)</i>	_____ Owner <i>(Company Name)</i>	_____ Other <i>(Company Name)</i>
_____ By <i>(Signature)</i>	_____ By <i>(Signature)</i>	_____ By <i>(Signature)</i>
_____ Printed Name	_____ Printed Name	_____ Printed Name
_____ Date	_____ Date	_____ Date
	_____ Owner's Change Order Number	

Ledgestone Inc.
 22930 CO Hwy 6
 Detroit Lakes MN 56501

www.ledgestoneinc.com
 218-844-4550
 218-847-5013



Change Order Request

COR Number: 18

Date: 7/29/2024

To: City of Fargo Fire Department	Project: Fargo Fire Department Station #8
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Item	Description	Quantity	UOM	Unit Price	Extended Price
06 - Woods, Plastics, and Composites					
	Remove and relocate casework	1.00	LS	1,728.00	1,728.00
	Finished P-lam end panels	1.00	LS	399.90	399.90
Woods, Plastics, and Composites Total:					2,127.90
08 - Openings					
	Added panic hardware @ door 122	1.00	LS	1,242.70	1,242.70
	Remove and install door hardware	1.00	LS	210.00	210.00
Openings Total:					1,452.70
09 - Finishes					
	Patch & Paint walls at casework removal	1.00	LS	560.00	560.00
	Long Toe Vinyl Base Rm 109 & 110	1.00	LS	785.00	785.00
	Epoxy flooring RM 117 & 118	1.00	LS	975.00	975.00
	Profit & Overhead	0.00		0.00	708.00
Finishes Total:					3,028.00
Change Order Total:					6,608.60



Quoted To
LEDGESTONE, INC
22930 County Highway 6
Detroit Lakes, Minnesota 56501
United States

Ship To
Fargo Fire Station #8
6617 33rd ST. S
Fargo, North Dakota 58104
United States

Phone: 218-844-4550
Contact: Chris Durand

Job Name: Fargo Fire Station #8

FOB	Ship Via	Terms	Lead Time	Quote Date
Destination	TBD	Net 30	6 - 8 Weeks	Jul 16, 2024

Ln	Item Description	Qty	UOM
1	PANTRY FINISHED END PANEL 24" X 80"	1	EA
2	Delivery of Product to Site	1	EA

Subtotal	\$372.00
7.5% Sales Tax	\$27.90
USD Total	\$399.90

Prepared by: Rodney Symington

*Quoted price is valid for 30 Days and is based on prices of specified building materials in effect as of the date of the quote. The quoted products are subject to price increase in the event of an increase of the price of building materials outside the control of Woodside Industries, Inc.

Accepted by: _____ Date: _____

Woodside Industries
606 Division Ave S
Cavalier, ND, 58220 United States



CENTRAL DOOR & HARDWARE INC.

Box 9044 • 602 43rd St. N.W. • Fargo, North Dakota 58106

Toll Free: 1-800-747-9082 • Phone: 701-281-9082 • Fax: 701-281-1707

CDH Project # 7266

DATE: 7/25/2024

PROJECT: Fargo Fire #8

TO: Ledgestone

LOCATION: Fargo, ND

WE PROPOSE TO FURNISH THE MATERIAL SPECIFIED BELOW:

Exit Device
(99.LBE.F.626.996L-BE)

\$1,156.00

TOTAL PROPOSAL REQUEST \$1,156.00

NO STATE/CITY TAX INCLUDED

F.O.B. Jobsite

Material and Hardware Only

A signed copy of this proposal must be return to process the order

This pricing is valid for 30 days

We reserve the right to correct this quote for errors and omissions

This pricing is based on project specific pricing and in no way reflects pricing for material ordered outside the contract.

ACCEPTED: _____

RESPECTFULLY SUBMITTED,

Printed: _____

CENTRAL DOOR & HARDWARE, INC.

DATE: _____

BY: Rob Krauth



(P) 701-282-4365

(F) 701-282-8427

2007 East Main Ave. | West Fargo, ND 58078

July 12, 2024

Re: Fire Station Patching

Josh,

We recently completed the following patching:

Rms 112, 114 and 115 we patched screw holes where the cabinets had to be relocated (all labor) \$560

In Laundry 118 we patched where the FEC was no longer needed (matl 30, labor 360) \$390

In Kitchen 119 a fridge water line was relocated (matl 20, labor 480) \$510

Please let me know if you have any questions.

Thanks

Travis Miller
Miller & Sons Drywall, Inc.



All States Flooring, Inc.
1700 Main Ave West - Suite E
West Fargo, ND 58078
Phone: 701-281-9528
Fax: 701-281-3045

ESTIMATE PROPOSAL

To: Josh Lessman
Ledgestone Const

Date: 7/22/2024

Project: Fargo Fire Station #8
Fargo, ND

Inclusions:

Provide and Install Roppe - Pinnacle Rubber Wall Base - 4" Long Toe - Color Black/Brown 193
in Bathroom 109 & Decontamination Laundry 110

Standard floor prep included. (Sweeping, Filling of cracks/construction joints)

We propose to furnish material and labor for the project and sections noted above.

All applicable taxes included.

Exclusions:

Performance & Payment Bonds (add 3.25% if required) / Permits / Prevailing Wages / Liquidated Damages
Removal of Existing Flooring & Adhesives / Dumpsters / Landfill Fees
Substrate Moisture Testing / Moisture Mitigation / Floor Protection / Final Cleaning
Excessive Floor Preparation, Floor Grinding/Blasting (Billed out at \$75.00 per hour & \$25.00 per bag of fill)
This proposal does not include any future tariffs and is subject to a change order if any are instituted.

Total ADD: \$ 785.00

This proposal may be withdrawn by us if not accepted within 45 days.

If this proposal is accepted after 45 days, any material price increases will be added by change order.

This proposal, if accepted, is to be included as part of the contract.

Accepted By:

Dan Erickson - Project Manager
Cell: 701-630-8393 / Email: allstates.de@gmail.com

Signature

Date

Printed Name & Title

QUALITY COATINGS & TILE

Change Order

Order #: 3

Order Date: 6/26/24

From: Quality Coatings and Tile
3918 37th Ave S
Fargo, ND 58104

To: LedgeStone
Project: Fargo Fire Dept. Station #8

Description of work	Amount
Install epoxy flake system in rooms 117 & 118 (150 SF)	

	Request Amount of Change:	\$	975.00
Original contract sum		\$	21,000.00
Net Change by previous change orders		\$	2,000.00
New contract sum including this change order		\$	23,975.00

Date of Acceptance: _____

Signature: _____

Quality Coatings and Tile
3918 37th Ave S
Fargo, ND 58104
701.232.2418



FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

25

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: FAHR Staff meeting – Items for Commission Review/Approval
DATE: September 3, 2024

Receive & File: Sales Tax Update

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

Budget Adjustments:

FARGODOME – \$99,500 from FARGODOME Permanent Fund to hire a firm (via an RFP) to prepare informational collateral regarding the FARGODOME Remodel project

Facilities – \$6,980 for landscaping near the Civic Ramp

Other Financial Considerations:

Finance – Approve 2023 ACFR & Audit Report

Planning – Authorize a czb, LLC contract amendment (sole source procurement) for updates to the Land Development Code (LDC) and Incentive Policy, in conjunction with the Fargo Growth Plan 2024

Finance – Approve funding sources for NP Parking Garage construction

Finance – Approve Resolution identifying projects to be included in the Fall 2024 Tax-exempt Appropriation Bond

25a

City of Fargo
 Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS
 PB: SS/KAC (prior to 2022)
 8/22/2024

Payment Date	month collected	Amount	County Collections	County Growth %	City Collections	City Growth %
			10,958,944.60	1.0%	33,239,786.11	2.2%
						33,239,786.11 City 2024
						10,958,944.60 County 2024
8/21/2024	June-24	2,659,707.17				32,523,152.06 City 2023
7/22/2024	May-24	1,348,902.41				10,847,495.76 County 2023
6/24/2025	County Sales Tax	1,759,660.73				716,634.05 City Change
5/21/2024	Mar-24	2,276,388.27				111,448.84 County Change
4/22/2024	Feb-24	1,023,591.77				
3/21/2024	Jan-24	1,890,694.25				
2/22/2024	Dec-24	2,781,114.42	23,106,462.71	8.2%	69,250,461.96	4.0%
1/22/2024	Nov-24	1,559,305.60				
12/20/2023	Oct-24	1,916,009.28				69,250,461.96 City 2023
11/22/2023	Sep-24	2,480,655.78				23,106,462.71 County 2023
10/21/2023	Aug-24	1,509,750.17				
9/20/2023	Jul-24	2,012,131.70				66,571,120.26 City 2022
8/20/2023	Jun-24	2,337,746.99				21,358,922.89 County 2022
7/21/2023	May-24	1,873,134.11				
6/21/2023	Apr-24	2,076,304.07				2,679,341.70 City Change
5/21/2023	Mar-24	1,528,002.65				1,747,539.82 County Change
4/22/2023	Feb-24	1,455,198.19				
3/19/2023	Jan-24	1,577,109.75				
2/22/2023	Dec-22	2,331,087.61	21,358,922.89	-2.6%	66,571,120.26	4.3%
1/24/2023	Nov-22	1,892,168.21				
12/21/2022	Oct-22	1,904,586.17				66,571,120.26 City 2022
11/22/2022	Sep-22	1,828,464.08				21,358,922.89 County 2022
10/21/2022	Aug-22	1,905,477.39				
9/20/2022	Jul-22	2,321,971.24				63,840,810.53 City 2021
8/20/2022	Jun-22	1,816,911.33				21,920,710.74 County 2021
7/21/2022	May-22	1,811,968.57				
6/21/2022	Apr-22	1,971,576.35				2,730,309.73 City Change
5/21/2022	Mar-22	1,526,674.55				(561,787.85) County Change
4/22/2022	Feb-22	613,842.16				
3/19/2022	Jan-22	1,434,195.23				
2/22/2022	Dec-21	2,471,070.77	21,920,710.74	31.1%	63,840,810.53	29.9%
1/25/2022	Nov-21	1,587,312.19				
12/21/2021	Oct-21	2,245,078.73				
11/22/2021	Sep-21	1,578,911.41				
10/21/2021	Aug-21	1,846,222.17				
9/20/2021	Jul-21	1,941,367.18				
8/20/2021	Jun-21	1,928,026.98				
7/21/2021	May-21	2,134,078.28				49,146,842.57 City
6/21/2021	Apr-21	1,247,864.18				16,719,327.13 County
5/21/2021	Mar-21	1,924,292.66				
4/22/2021	Feb-21	1,588,269.26				
3/19/2021	Jan-21	1,428,216.93				
2/22/2021	Dec-20	1,445,794.87	16,719,327.13	0.3%	49,146,842.57	-5.0%
1/25/2021	Nov-20	1,587,940.99				
12/21/2020	Oct-20	1,630,976.65				
11/23/2020	Sep-20	1,396,321.95				
10/21/2020	Aug-20	1,694,006.82				
9/22/2020	Jul-20	1,467,915.93				
8/21/2020	Jun-20	1,605,095.72				
7/22/2020	May-20	1,557,866.22				
6/19/2020	Apr-20	860,574.06				
5/23/2020	Mar-20	1,293,072.02				
4/22/2020	Feb-20	1,306,194.23				
3/20/2020	Jan-20	873,567.67				
2/24/2020	Dec-19	1,806,500.14	16,670,136.34	6.0%	51,732,824.69	7.4%
1/23/2020	Nov-19	1,765,912.60				
12/20/2019	Oct-19	1,053,485.18				
11/22/2019	Sep-19	1,586,457.86				
10/21/2019	Aug-19	1,600,148.48				
9/23/2019	Jul-19	1,209,618.14				
8/21/2019	Jun-19	2,012,988.64				
7/22/2019	May-19	1,000,237.92				
6/21/2019	Apr-19	1,206,333.76				
5/21/2019	Mar-19	1,575,011.74				
4/22/2019	Feb-19	781,011.94				
3/21/2019	Jan-19	1,072,429.94				
2/22/2019	Dec-18	1,602,337.29	15,720,221.20		48,185,965.90	
1/23/2019	Nov-18	1,331,035.62				
12/21/2018	Oct-18	1,343,355.18				
11/23/2018	Sep-18	1,718,685.28				
10/19/2018	Aug-18	991,141.62				
9/24/2018	Jul-18	1,438,831.10				
8/21/2018	Jun-18	1,796,550.82				
7/23/2018	May-18	1,042,677.94				
6/21/2018	Apr-18	1,142,864.18				
5/21/2018	Mar-18	1,508,616.11				
4/20/2018	Feb-18	713,349.48				
3/21/2018	Jan-18	1,090,776.58				
2/22/2018	Dec-17	1,871,667.76				
1/23/2018	Nov-17	924,357.13				
Totals Since 2018		\$ 113,951,386			\$ 344,902,586	

Report of Action:
FAHR Meeting of 8/26/2024



256

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

Department: FARGODOME

Description: *As per memo:* Fargo Dome Authority requests a budget adjustment to use \$99,500 of FARGODOME’s Permanent Fund to hire a firm to prepare informational collateral regarding the FARGODOME remodel project. The firm will be hired via an RFP. The factual campaign will not advocate for or against or otherwise reflect a position on the adoption or the rejection of the ballot measure.

Net Financial Impact: \$99,500 from FARGODOME Permanent Fund

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve authorization of up to \$99,500 in funding from FARGODOME Permanent Fund for the purpose of hiring a firm to prepare a campaign of factual informational pieces surrounding the planned FARGODOME Remodel project. The factual campaign will not advocate for or against or otherwise reflect a position on the adoption or the rejection of the ballot measure.



August 13, 2024

Fargo City Commission
225 4th Street N.
Fargo, ND 58102

RE: FARGODOME Remodel and Expansion

Commissioners:

The Fargo Dome Authority feels it is important to keep the citizens of Fargo informed regarding the ballot measure that will be on the General Election ballot on Tuesday, November 5, 2024, for the planned renovations at FARGODOME. To this effort, the Fargo Dome Authority has authorized the creation of a budget line item for up to \$99,500 for the hiring of a firm to prepare and administer a campaign of factual information pieces explaining the different aspects of the proposed project. The campaign will only be factual in nature and will not advocate for or against, or otherwise reflect a position on the adoption or the rejection of, the ballot measure. The Fargo Dome Authority has identified the FARGODOME Permanent Fund as the funding source for this expenditure.

At their meeting on Tuesday, July 30, 2024, the Fargo Dome Authority voted unanimously to proceed with this effort and have the Request for Proposal advertised and managed through the City of Fargo's Bonfire procurement portal.

Suggested Motion:

To approve the authorization of up to \$99,500 in funding from the FARGODOME Permanent Fund for the purpose of hiring a firm to prepare a campaign of factual informational pieces surrounding the planned FARGODOME Remodel project. This factual campaign will not advocate for or against or otherwise reflect a position on the adoption or the rejection of the ballot measure.

Thank you for your consideration of our motion.

Sincerely,

David Suppes
President, Fargo Dome Authority



**REQUEST FOR PROPOSALS
EDUCATIONAL MARKETING & ADVERTISING CAMPAIGN
RFP24287**

RELEASE DATE:

Thursday, August 15, 2024

PROPOSALS MUST BE RECEIVED BY:

Thursday, August 29, 2024 at 4 p.m. CST

The City of Fargo is seeking proposals from qualified firms for marketing and advertising services for an educational campaign regarding the upcoming FARGODOME ¼ cent sales tax vote, which will be on the November 5, 2024 election ballot.

KEY INFORMATION SUMMARY

- Request for Proposal:** Educational Marketing and Advertising Campaign
- Release Date:** Thursday, August 15, 2024 at 10 a.m. CST
- Contract Monitor:** Sarah Dykema
Director of Sales & Marketing
FARGODOME
1800 North University Drive
Fargo, ND 58102
701.298.2630
SDykema@Fargodome.com
- Proposals are to be sent to:** Sealed proposals will be uploaded to FargoND.BonfireHub.com for the purpose of evaluating costs and operating parameters. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission.
- Closing Date and Time:** Thursday, August 29, 2024 at 4 p.m. CST



I. **Overview**

The City of Fargo is seeking proposals from qualified firms for marketing and advertising services for an educational campaign regarding the upcoming FARGODOME 1/4 cent sales tax vote, which will be on the November 5, 2024 election ballot. This document outlines the general scope of work for the educational campaign.

This 2024 vote is occurring nearly one year following a vote that garnered majority support but failed short of the 60% required to pass the measure. The 2023 ballot measure included a proposed 1/4 cent sales tax for FARGODOME upgrades/remodel and a 3% lodging tax for a Convention Center addition to the FARGODOME. The 2024 ballot measure proposes only a 1/4 cent sales tax to fund FARGODOME upgrades/remodel.

General information on the 2023 vote can be found [here](#). All educational materials produced for the 2023 educational campaign are available for the winning firm to utilize as it sees fit to do so.

The selected proposer will collaborate closely with FARGODOME and City of Fargo staff, track campaign performance and provide regular updates. While the FARGODOME Authority, elected officials and/or civic groups may be consulted for their opinions by FARGODOME/City staff, this contract will be administered by FARGODOME/City staff and will be the point of contact for the marketing firm.

Demonstrated experience in similar projects – particularly within the Fargo-Moorhead-West Fargo metro area – is essential.

All proposals must be received by 4 p.m. CST on Thursday, August 29, 2024. Proposals not received by the specified time noted will be rejected.

All respondents shall address the criteria listed within this RFP to allow the selection committee to assess all submittals on a comparable basis.

The COF intends to enter into a contract with selected Proposer(s) for providing said services at rates submitted with the response to the RFP.

II. **Disclosure of Contents of Proposal**

All proposals become a matter of public record and shall be regarded as public records.

III. **Contract Term**

1. The proposed contract term is defined as approximately three (3) months, depending on when the contract is awarded.



2. Proposals should be all-inclusive, including advertising and media purchasing costs and costs for services to be performed.

IV. **General Scope of Work**

The work includes managing the project, developing a comprehensive messaging and creative marketing/advertising strategy, developing creative materials, repurposing already-developed materials and selecting and purchasing any recommended advertising placements.

The City of Fargo strongly encourages the use of non-traditional strategies (i.e. guerilla-style marketing) to maximize dollars spent.

The selected proposer will collaborate closely with FARGODOME/The City of Fargo staff, track campaign performance and provide regular updates.

All creative materials are subject to approval by FARGODOME and City of Fargo staff prior to final placement.

The campaign must only be educational in nature and cannot encourage voting in a specific manner. The campaign will not include any material related to the separate ballot measure for a convention center.

If a "Vote Yes" committee is formed, the committee may contact the selected firm and enter into a separate contract for services in which the FARGODOME/City of Fargo would allow the "Vote Yes" committee to use the educational campaign assets produced via this contract.

The selected firm would need to demonstrate the ability to be keenly aware of the political, economic and general public opinion of the area to ensure the campaign has the greatest chances for success while keeping the contract strictly educational in nature.

The project is divided between two categories:

A. Project Management:

- I. Coordinate and work with FARGODOME and City of Fargo staff.
- II. Track and report measurable outcomes and provide a weekly report outlining work accomplished and as needed, develop strategic recommendations to improve campaign results.
- III. Maximize dollars spent and total exposure/reach of marketing and advertising using traditional and/or non-traditional media strategies.
- IV. Manage any work with subcontractors as needed.



B. Campaign Strategy:

- I. Develop a cohesive messaging strategy used in all aspects of marketing and advertising.
- II. Determine appropriate creative strategies to reach the target audience.
- III. Prepare a detailed educational campaign to reach the target audience – being especially cognizant of younger voters who may not typically be engaged in local government issues or elections.
- IV. Develop creative materials which may include digital, print and/or media strategies such as social media, text messaging, signage, billboards, flyers, online display, television, radio and earned or paid media.
- V. Assess the [previously-created educational content](#) to determine what could be repurposed in a creative way to minimize creative costs.
- VI. Firm should be cognizant of [recent poll results](#) regarding the FARGODOME sales tax issue and incorporate strategies to address key discoveries.
- VII. Plan should outline print and digital placement, reach and frequency for all mass media.
- VIII. Select and purchase media and advertising time/placements.

V. Proposal Submission Requirements

Each proposal must provide a response to each line item below. Proposers are encouraged to provide creative examples or references, when possible, in their proposal.

- Provide a broad outline of the following:
 - Intended communications and marketing/advertising in chronological order.
 - How the currently created educational content will be used in the campaign strategy to minimize creative costs.
 - Strategies to maximize dollars spent and total exposure/reach of marketing and advertising.
- Statement of qualifications and experience.
 - If a proposer has experience working with on similar election ballot measures it should denote that within its RFP response.
- The number of years the proposing agency has been in full operation.
 - The proposer will be required, at a minimum, to illustrate history of successful and stable operation for a period of at least three (3) years.
- Full description of company and experience as it relates to the type of services to be performed.
- A list of past and/or present campaigns the proposer has managed that are similar to this RFP.
 - If the proposer has experience working on similar campaigns in the Fargo-Moorhead-West Fargo area or surrounding communities in the Midwest, it should denote that within its RFP response.
- Names and qualifications of the personnel to be assigned to manage this project.
- Insurance and licenses to legally conduct business within the State of North Dakota.



- Total, all-inclusive proposal amount (shall not exceed \$99,500).

VI. **Evaluation Criteria**

The following criteria will be evaluated and weighted as follows:

Proposer Name:	Maximum Points	Agency Score
Understanding of the Project	25	
Does the proposal fulfill all requirements?		
Methodology and Strategy Used	20	
Does the proposal include strategies that will resonate with the target audience and generate results?		
Management of the Project	20	
Is the proposal organized and manageable with available resources?		
Experience and Qualifications	15	
Is the proposer qualified and have experience with similar creative or innovative campaign strategies in the Fargo community?		
References	10	
Are the references provided relevant to the campaign requirements?		
Proposal Amount	10	
Cost of services to be performed and cost of purchased media time/advertisement placements.		

The contract will be selected by a selection committee and will be based upon the evaluation criteria. All information submitted by proposer will be taken into account by the selection committee. An interview with a question-and-answer format *may* be required for those firms that are ranked highest by the selection committee.

VII. **Questions and Answers**

All questions related to this Request For Proposal should be submitted through FargoND.BonfireHub.com.

VIII. **Project Timeline**

The COF reserves the right to modify the following timeline, if necessary.

Release of RFP	August 15, 2024
Proposals Due	August 29, 2024
Committee Evaluation & Selection	August 29 - September 5, 2024
Contract Signing / Project Kickoff	September 6, 2024



The COF reserves the right to reject agreement that do not conform to the request for proposal and COF requirement for agreements and contracts.

The COF reserves the right to award the contract to the next most qualified company if the successful firm does not execute a contract within ten (10) days following the award of this proposal.

Discussion may be conducted with responsible Proposers whose submittals are determined to be reasonably susceptible of being selected for award for purpose of clarification to assure full understanding of – and responsiveness to – the solicitation requirement.

All submittals shall be in accordance with the condition set forth herein. Late submittals will not be accepted. All costs incurred in the preparation and submission of the response to this RFP shall be the responsibility of the Proposer.

The Proposer is responsible for completely inputting the proposed prices in the proposal document. Unless otherwise noted, the COF will assume the proposal amount is all-inclusive for the duration of the campaign.



Addendum No. 1 – August 21st, 2024

RFP24287: EDUCATIONAL MARKETING & ADVERTISING CAMPAIGN

Project Scope

PAST MATERIALS

Q: There's mention of utilizing previous creative assets to lower cost. Is that a requirement?

If so, which elements/messages are desired to keep?

Where can the new vendor deviate?

A: The City encourages firms to consider creatively using past video and images to limit creative costs should the firm be proposing similar types of content in their campaign.

Any content related to the FARGODOME remodeling would still be relevant to this campaign. Content dealing the addition of a conference space would no longer be relevant to this campaign.

Firms may deviate from past messaging if it stays strictly educational in nature.

LEGAL STANDPOINT

Q: Do we run into legalities with what is considered "Vote Yes" message vs strictly "educational?"

A: Yes. Factual information may be presented regarding a ballot question solely for the purpose of educating voters if the information does not advocate for or against or otherwise reflect a position on the adoption or rejection of a ballot question. As for the "line", see the answer to Question 2.

As to this specific ballot questions, factual information would include information on:

- The Sales tax
 - One quarter of one percent (.25%) or said differently 25 cents on every 100 hundred dollars
 - 20 years in length
 - Capped at \$6.25 on any single transaction (i.e., only applies to the first \$2,500 of a transaction)
 - Recognizes same exemptions as the State's five percent sales tax (i.e., most grocery items are exempted)
- Mechanics of the Vote
 - November 5, 2024
 - List of polling places
- How the money would be utilized
 - Remodel of FargoDome and capital improvements, maintenance and operations
 - More bathrooms
 - More Accessible seating
 - I think there is a lot more, but the FDA can better provide this information.

This is not to meant to be an exhaustive list but only examples of what would be considered factual information.

Q: Where's the line if you are aware of one?

(We assume it's safe if we remove a call to action and leave it implicit, but it might be helpful to know the rules from a legal standpoint)

A: We cannot have any call to action or advocate for any position (vote yes). We also cannot "reflect a position" on how one should vote. As such, I would not say we even want to leave it "implicit" that someone should vote yes. That said, presenting factual information could lead Person A to believe the obvious choice is a Yes Vote and the same factual information could lead Person B to believe the obvious choice is a No vote, that is not an issue. When we begin to cross the line is when we begin to try to sway people to vote Yes or No. For example, an Ad that states "Do you want more bathroom, better wifi, and bigger seats? Vote on November 5" would likely run afoul. We need to present only factual information without encouraging people to vote one way or the other – i.e., when is the vote, what is being voted on, how will the money be spent.

POINTS OF OPPOSITION

Q: What are the most common reasons for opposition?

A: We encourage you to review the findings from the recent poll results regarding the FARGODOME sales tax issue on the 2023 ballot. Poll results can be found here: https://download.fargond.gov/0/fargodome_-_prime_46_presentation.pdf. Common themes include not wanting higher taxes, wanting the facility users/tenants to pay for upgrades, wanting FARGODOME to pay for the upgrades and being content with the condition of the building as it is today.

PREVIOUS TALKING POINTS

Q: What were the top talking points which resonated with voters in 2023?

A: We encourage you to review the findings from the recent poll results regarding the FARGODOME sales tax issue on the 2023 ballot. Poll results can be found here: https://download.fargond.gov/0/fargodome_-_prime_46_presentation.pdf. Common themes include increased and enhanced accessible seating areas, additional female restrooms, more points of sale and options for food and beverage amenities, different types of seating areas and additional spaces for gathering and circulating around the facility.

GENERAL QUESTIONS

Q: Do you have any anticipated timeline for how long you would want ads to run? I know you will be making your decision in early September, and the vote will be ~2 months after that. With the firm being responsible for developing all necessary messaging and creative, too, is the hope that this would have about 4-6 weeks of runtime total?

A: Yes, 4-6 weeks runtime is good.

Q: Is there a budget or budget range that we should be mindful of?

A: The total, all-inclusive proposal amount shall not exceed \$99,500.

Additional Addendum:

Please note that any additional addendum will be posted on or before Tuesday, August 27, 2024, at 4PM CST.

Report of Action:
FAHR Meeting of 8/26/2024



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

Department: Facilities

Description: *As per memo:* Per a draft MOU with Craftwell (owners of former Firestone space within the Civic Ramp), Craftwell requests the City of Fargo pay for the initial landscaping costs for the area around the transformer of the City-owned Ramp, along with reimbursing Craftwell for ongoing maintenance of the area. Craftwell assumes responsibility for planned landscaping south of their building space and the boulevard. City of Fargo initial cost of \$6,980 and ongoing maintenance, estimated at \$1250 every other year, will be paid out of the Parking Fund.

Net Financial Impact: \$6,980 in 2024 and \$1,250 every other year, from Parking Fund

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve City of Fargo's share of landscaping initial costs of \$6980.



Memorandum

To: Board of City Commissioners
From: Bekki Majerus, Director of Facilities Management
Date: August 26, 2024
Re: Civic Ramp Landscaping Request - Craftwell

Craftwell, owners of the former Firestone space, has requested permission to install and maintain landscaping along the south side of the Civic Ramp. As the City owns the ramp portion of the structure, the City has agreed to share costs for the work. Refer to the attached layout.

- Craftwell will pay for the initial landscaping costs for the area just south of their space (\$24,125) and for the area designated along the boulevard (\$8,250).
- The City of Fargo will pay for the initial landscaping costs for the area around the transformer (\$6,980) out of the Parking Fund.
- Craftwell will manage the ongoing maintenance of the landscaping (cost to be determined).
- The City of Fargo will reimburse Craftwell for the costs associated with the maintenance of the area around the transformer and along the boulevard.

A draft Memorandum of Understanding is attached.

The work requires an Encroachment Agreement as the area is partially located within the public right of way. Because of the unique nature of the building ownership, it is suggested that the Encroachment fee be waived.

Additionally, Craftwell is planning to use prairie dropseed on the boulevard portion of the landscaping. Forestry has indicated that they will process the required permit for this in-house and provide to the contractor once the work is given the approval to proceed.

This item will also be presented to the PWPEC this afternoon for recommendations.

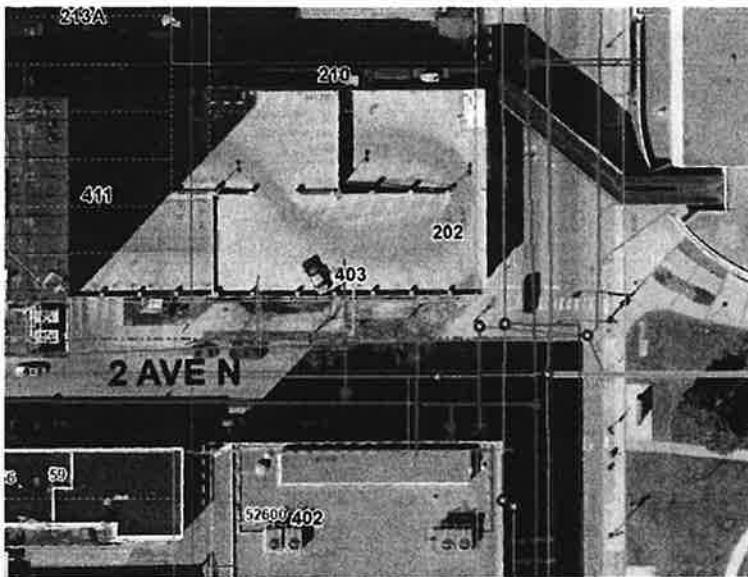
Suggested Motion

Approve the proposal for the City's share of costs.

Memorandum

To: PWPEC
From: Bekki Majerus, Director of Facilities Management
Date: August 26, 2024
Re: Civic Ramp Landscaping Request - Craftwell

Craftwell, owners of the former Firestone space, has requested permission to install and maintain landscaping along the south side of the Civic Ramp. As the City owns the ramp portion of the structure, the City has agreed to share costs for the work.



The work requires an Encroachment Agreement as the area is partially located within the public right of way. The draft agreement is attached. Because of the unique nature of the building ownership, it is suggested that the Encroachment fee be waived.

Additionally, Craftwell is planning to use prairie dropseed on the boulevard portion of the landscaping. Forestry has indicated that they will process the required permit for this in-house and provide to the contractor once the work is given the approval to proceed.

This item was presented to the FAHR Committee for approval of the proposed cost sharing.

Recommended Motion

Approve entering into the Encroachment Agreement with Craftwell and waive the encroachment fees..

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Encroachment Agreement

Location: Civil Ramp

Date of Hearing: 8/26/2024

<u>Routing</u>	<u>Date</u>
City Commission	_____
PWPEC File	<u> X </u>
Project File	<u> Bekki Majerus </u>

The Committee reviewed a communication from Director of Facilities Management, Bekki Majerus, regarding an Encroachment Agreement with Craftwell for the installation of landscaping along the south side of the Civic Ramp. As the City owns the ramp portion of the structure, the City has agreed to share costs for the work.

The work requires an Encroachment Agreement as the area is partially located within the public right of way. Due to the unique nature of the building ownership, it is suggested that the Encroachment fees are waived.

On a motion by Steve Dirksen, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the Encroachment Agreement with Craftwell.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the Encroachment Agreement with Craftwell for the installation of landscaping and waive all fees.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

COMMITTEE

	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u> <input checked="" type="checkbox"/> </u>
Tim Mahoney, Mayor	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Nicole Crutchfield, Director of Planning	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Steve Dirksen, Fire Chief	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Brenda Derrig, Assistant City Administrator	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Ben Dow, Director of Operations	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Steve Sprague, City Auditor	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Tom Knakmuhs, City Engineer	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	
Susan Thompson, Finance Director	<u> <input checked="" type="checkbox"/> </u>	<u> <input checked="" type="checkbox"/> </u>	<u> <input type="checkbox"/> </u>	

ATTEST:



 Tom Knakmuhs, P.E.
 City Engineer

C: Kristi Olson

LIMITED COST SHARING AGREEMENT

THIS LIMITED COST SHARING AGREEMENT (this “**Agreement**”), is made and entered into as of the effective date below, between the City of Fargo, a municipal corporation under the laws of North Dakota, whose post office address is 225 4th St. N., Fargo, ND 58102 (the “**City**”) and Craftwell Holdings LLC, a North Dakota limited liability company , whose post office is 2534 University Dr. S. Ste 3, Fargo, ND 58103 (“**Craftwell**”)

Recitals

- A. The City is the owner of a parking ramp known as the Civic Center Parking Ramp located at 411 2nd Ave., N, Fargo, ND 58102 and 210 4th Street N., Fargo, ND 58102 (the “**Civic Center Ramp**”).
- B. Craftwell is the owner of real property located at 202 4th Street N., Fargo, ND 58102 (the “**Craftwell Property**”). The Craftwell Property is connected to and located adjacent to and under the Civic Center Ramp.
- C. The City and Craftwell are intending to negotiate a “Condominium Agreement” for the Civic Center Ramp and the Craftwell Property which is intended to include a Declaration Establishing a Plan for Condominium Ownership, Covenants Conditions and Restrictions for the Condominium and Bylaws for the Condominium (the “Condominium Agreement”). It is intended this Agreement will eventually be referenced and/or made part of the Condominium Agreement.
- D. While the parties negotiate the Condominium Agreement, the parties would like to proceed with various landscaping work prior to winter. In order to set forth the specific costs each party will be responsible for in the initial landscaping work and maintenance of said landscaping, the parties desire to enter into this Agreement.

FOR VALUABLE CONSIDERATION, the parties agree as follows:

- 1. **City’s Responsibility and Cost Share of Landscaping.** The City will pay for the initial cost of landscaping for the area around the transformer near the Civic Parking Ramp. The estimated cost of this landscaping work is between \$6,980 as set forth in **Exhibit A**. The City will be solely responsible for this cost. It is anticipated the City will pay for this cost through its parking fund.
- 2. **Craftwell’s Responsibility and Cost Share of Landscaping.** Craftwell will pay for the initial cost of landscaping which is (1) next to the Craftwell Property and (2) next to the boulevard section (which is primarily located south of the Craftwell Property only). Craftwell agrees that pavers cannot be removed and/or replaced at this time. The estimated cost of Craftwell’s landscaping work is \$24,125.00 and \$8,250 respectively as forth in **Exhibit B and Exhibit C**. Craftwell shall be solely responsible for this cost.

3. **Drawing. Exhibit D** is a drawing demonstrating the specific locations for the City's landscaping and Craftwell's landscaping. The City is responsible for initial cost of the landscaping in the area which is colored yellow. Craftwell is responsible for the initial cost of the landscaping in the areas which are colored blue and purple. The estimated costs of this landscaping is set forth in Exhibit A (for the City) and Exhibits B and C (for Craftwell).
4. **Ongoing Maintenance of Landscaped Areas.** Craftwell is responsible for the maintenance of all colored areas set forth in Exhibit D. The City agrees to reimburse Craftwell for any reasonable costs and expenses incurred by Craftwell in maintaining the area around the transformer (the area colored yellow on Exhibit D) and the boulevard section (the area colored purple on Exhibit D) until (1) three years from the effective date of this Agreement, (2) a Condominium Agreement is entered into between the parties; (3) the City reengineers 2nd Avenue in the area of the boulevard section or (4) the ownership of the Civic Center Ramp or Craftwell Property is changed; whichever occurs first. The City will not reimburse Craftwell for any costs and expenses incurred by Craftwell in maintaining the area near its own property (the area depicted in blue on Exhibit D).
5. **Limited Scope.** This Agreement is only intended to set forth the parties' respective responsibilities for the initial landscaping set forth in Exhibits A-D.
6. **Amendments.** No amendment, modification, or waiver of any condition, provision or term will be valid or of any effect unless made in writing signed by the party or parties to be bound, or a duly authorized representative, and specifying with particularity the extent and nature of such amendment, modification or waiver.
7. **Binding Effect.** All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns.
8. **Non-Assignability.** This Agreement is not assignable unless both parties agree in writing to the assignment.
9. **Governing Law.** This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota.
10. **Execution in Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format

data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

11. **Effective Date.** This Agreement becomes effective on the date of the last signature appearing below.

[SIGNATURE PAGES TO FOLLOW]

CITY OF FARGO:

Timothy Mahoney, M.D., Mayor

ATTEST:

Steven Sprague, City Auditor

CRAFTWELL HOLDINGS LLC:

By: _____

Its: _____

25c

ENCROACHMENT AGREEMENT

Landscaping Improvements

THIS AGREEMENT, is made and entered into as of the effective date below by and between the **CITY OF FARGO**, a North Dakota municipal corporation (hereinafter "City") and **CRAFTWELL HOLDINGS, LLC**, a North Dakota limited liability company (referred to as "Owner").

WITNESSETH:

WHEREAS, Craftwell Holdings owns all right title and interest in the property legally described as follows:

North Dakota Urban Renewal 1st Addition, to the City of Fargo, situate in the County of Cass and the State of North Dakota

The property is more commonly known as 202 4th Street North, Fargo, ND 58102 (the "Development Property").

WHEREAS, Owner has remodeled its property from a vehicle service facility into an architecture office ("Development") and would like to update the boulevard landscaping along a portion of the 2nd Ave. North Right of Way (the "Right of Way"). The landscape items include trees/plantings, mulching, and a retaining wall. Details are contained within Exhibit A attached to this agreement; and

WHEREAS, Owner has requested the use of a portion of the public right-of-way, described and depicted on Exhibit A attached hereto and incorporated herein (the "Encroachment Area") for the following encroachments (collectively, the "Encroachment Elements"): (i) retaining wall; and (ii) trees, shrubs, plants, wood mulch

and other vegetative and landscaping elements (but no landscaping rocks are allowed); and

WHEREAS, the City agrees to allow said Encroachment Elements under certain terms and conditions as stated herein.

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

1. Owner covenants and agrees that it owns all right, title and interest in the Development Property.

2. City hereby grants Owner the right to encroach and use the Encroachment Area for the purpose of installing the Encroachment Elements for the purposes (and no other purposes) and in the general locations shown on Exhibit A attached hereto and incorporated herein. Said Encroachment Elements have the sole purpose to serve the Development Property.

3. This Agreement is personal to Owner and cannot be sold, transferred or otherwise assigned, except as provided for herein. Notwithstanding the foregoing sentence, this Agreement is transferable to subsequent owners, successors and assigns of the Development Property, provided (1) City has not terminated the Agreement as provided herein; and (2) Owner, its successors or assigns, provides a notice of transfer to City not less than 15 days prior to such transfer; and (3) Owner, its successors and assigns, provides City a certificate of insurance within 10 days following transfer, evidencing continued, uninterrupted insurance as provided for herein. Failure to abide by these requirements constitutes cause for termination of this Agreement. Further, while in force, this Agreement shall be binding upon subsequent owners, successors and assigns of the Development Property, irrespective of whether the foregoing conditions have been satisfied.

4. Owner, at all times and for all reasons, is responsible for all costs and expenses to design, install, maintain, repair, and replace the Encroachment Elements ("Owner's Work"). City shall have no obligation, liability, or responsibility for costs or expenses incurred by the Owner to complete the Encroachment Elements, including, but not limited to, contractor and engineering fees. Owner's contractor(s) and engineer(s) must

be licensed under the laws of the State of North Dakota, and otherwise be responsible contractors and engineers as reasonably determined by City. Contractors working in the Encroachment Area shall be licensed by the City of Fargo. City shall have no obligation, liability, or responsibility for the costs incurred by the Owner to complete the Owner's Work under this Agreement. In no event will City be responsible for any payments, including payments for additional work or costs occasioned by unforeseen or changed conditions encountered in doing the work. Except as expressly provided otherwise in this Agreement, the parties understand and agree that City shall have no responsibility for repairs or costs thereof to the Encroachment Elements.

5. The parties further understand and agree that the cost of any repairs to the Encroachment Area and existing public infrastructure therein or adjacent thereto caused by or resulting from the design, installation, maintenance, repair, existence, and replacement of the Encroachment Elements shall be Owner's sole financial responsibility, and further understand and agree that the costs thereof shall be assessed directly to the Development Property following the Infrastructure Funding Policy in effect at the time of repairs. City will levy special assessments against the Development Property to recover all costs of the Project, in accordance with N.D.C.C. Chapter 40-22. Developer waives its right to protest the resolution of necessity for the improvements for which such resolutions are required pursuant to N.D.C.C. § 40-22-17, and specifically consents to the construction of the improvements and to the assessment of all costs thereof to the Development Property. Owner further waives its right to protest the amount, benefit or any other assessment attributed to such work completed by City. Project costs, which may be assessed against the Development Property, include all costs of completing such work, including engineering, fiscal agent's and attorney fees, and all other costs authorized by law.

7. Owner understands and agrees that City construction in or near the Encroachment Area and/or other public improvements in or near the Encroachment Area, may damage or impact the Encroachment Elements. City shall have no responsibility for any damage to the Encroachment Elements, if using due and proper care when working around the Encroachment Elements, in which case City's sole responsibility shall be to restore the soils

and fill of the areas affected and Owner shall be responsible for the repair or replacement of the Encroachment Elements.

8. To the extent Owner no longer occupies the Encroachment Area, or if this Agreement is terminated, City shall determine if the Owner must remove or abandon in place (capping any subsurface pipes if applicable and appropriate) some or all of Encroachment Elements and restore and replace all public property thereby affected to its pre-encroachment condition. The City must approve the construction methods unless it directs that all Encroachment Elements will be left in place. It is understood and agreed that Owner, its successors and assigns, are responsible for the repair or replacement of any public property Owner disturbs or damages, at Owner's sole cost and expense.

9. Owner is responsible for all locates and must register with ND One Call and be responsible for all ND One Call requirements as the owner of Encroachment Elements, if and as applicable to specific Encroachment Elements.

10. Except as expressly provided otherwise in this Agreement, Owner, its successors and assigns, agrees to hold the City harmless against any and all expenses, demands, claims or losses of any kind that may be sustained by City, its officers, agents and employees, its property, streets, sidewalks, or any other municipal improvements, by reason of the use of the Encroachment Area by Owner pursuant to this Agreement. Owner agrees to provide to the City a certificate of insurance with a minimum coverage of \$500,000 and indicating acceptance by its insurer of its obligation to defend and hold the City harmless as hereinabove stated.

11. It is specifically understood and agreed that the City retains authority to operate and maintain existing above ground and underground municipal facilities in the Encroachment Area. The intent of this Agreement is to allow the Encroachment Elements to remain in place for so long as the Development remains on the Development Property. In the event the City determines a public need, including but not limited to the provision of public services such as street widening, storm and sanitary sewer repair and installation and/or water main repair and installation, for some or all of that portion of the Encroachment Area occupied by the Encroachment Elements while the Development remains in place, and the continued presence of some or all of the Encroachment Elements is no longer practicable under the circumstances, as determined by the City Engineer, then the City shall provide to Owner at least 10-days' prior written notice of the City's intent to terminate Owner's rights, in whole or in part, under this

Agreement. Upon expiration of the 10-days' prior written notice of such termination by the City Engineer, Owner's rights shall be terminated automatically and Owner shall have 30 days to remove and/or appropriately cap and abandon in place all Encroachment Elements that are the subject of such notice.

12. Owner understands and agrees that all work completed in the Encroachment Area shall meet City of Fargo Construction Standards in effect, and as amended or modified, from time to time, and all applicable City codes. Owner must obtain City approval prior to starting work in the Encroachment Area and obtain City acceptance of any portion of the work that constitutes public improvements after the work is completed. Owner agrees that failure to secure acceptance from City of the agreed upon modifications and restoration of any portion of the work that constitutes public improvements may result in City completing the work and assessing the cost to the Development. Owner waives its right to protest the resolution of necessity for the improvements and restoration or other provisions of N.D.C.C. Chapter 40-27 as the same may be amended for which such resolutions are required pursuant to N.D.C.C. § 40-22-17 pertaining to all work authorized by City under this Agreement, and Owner specifically consents to the potential restoration of the Encroachment Area (if and as directed by City) to its pre-existing condition upon termination of this Agreement. Owner further consents to the assessment of costs thereof to the Development and waives any right to protest the benefit or other assessment attributed to the construction. Project costs which may be assessed against the Development include all costs of the improvement that are authorized by North Dakota law, including N.D.C.C. § 40-23-05, such as engineering, fiscal agent's and attorney's fees for any services in connection with authorization and financing of the improvement, and all other costs as authorized by law.

13. It is understood and agreed by and between the parties that this Agreement and permission to encroach is given subject to any limitation on the statutory authority of City to grant such permission, which may now or hereafter exist, provided City acknowledges that it is not aware of any current such limitations

14. This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in District Court in Cass County, North Dakota, and the parties waive any objections to personal jurisdiction and improper venue.

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

16. If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable, and the parties' obligations under this Agreement will remain binding and enforceable. The parties, having been represented by counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties. No rule of construction that would cause any ambiguity in any provision to be construed against the drafter of this document will be operative against any party to this Agreement

17. This Agreement, together with any related documents, as well as any amendments to those agreements and documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement.

18. Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

19. It is specifically agreed between the parties that a copy of this Encroachment Agreement may be recorded.

20. **EFFECTIVE DATE.** This Agreement shall be effective as of the date and year last signed by the parties below, as reflected by the date of acknowledgement thereof.

Dated this ____ day of _____, 2024.

Craftwell Holdings, LLC, a North Dakota a
limited liability company

By:

Its:

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

On this ____ day of _____, 2024, before me, a notary public in and for said county and state, personally appeared _____, to me known to be the _____ of Craftwell Holdings, LLC, a North Dakota limited liability company, the entity described in and who executed the within and foregoing instrument and acknowledged to me that said entity executed the same.

(SEAL)

Notary Public
Cass County, ND

Dated this ____ day of _____, 2024.

City of Fargo, a North Dakota
Municipal Corporation

Timothy J. Mahoney, M.D., Mayor

ATTEST:

Steve Sprague, City Auditor

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

On this ____ day of _____, 2024, before me, a notary public in and for said county and state, personally appeared Timothy J. Mahoney, M.D. and STEVEN SPRAGUE, to me known to be the Mayor and City Auditor, respectively, of the City of Fargo, Cass County, North Dakota, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged to me that said municipal corporation executed the same.

Notary Public
Cass County, ND
My Commission expires:

(SEAL)

Report of Action:

FAHR Meeting of 8/26/2024



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

Department: Finance

Description: *As per memo:* Eide Bailly presented the 2023 ACFR and Independent Audit Report at the 3Q24 Finance Committee meeting. Finance requests formal City Commission approval of the report.

Net Financial Impact: NA

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the Independent Auditor's report and the City's Annual Comprehensive Financial Report (ACFR) for the year ending December 31, 2023.



FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
E-Mail: Finance@FargoND.gov
www.FargoND.gov

TO: BOARD OF CITY COMMISSIONERS
FROM: SUSAN THOMPSON, DIRECTOR OF FINANCE
RE: ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND
INDEPENDENT AUDITOR'S REPORTS
DATE: AUGUST 20, 2024

25d

The Finance Department has completed the Annual Comprehensive Financial Report (ACFR) for the year ending December 31, 2023. This includes the Independent Auditor reports on our general purpose financial statements in accordance with North Dakota Century Code 54-10-14 as well as all reports required by Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) for federal grant programs. The independent auditing firm of Eide Bailly LLP completed the audits. An unmodified opinion was provided reflecting adherence to financial requirements and standards. This means that the City is following generally accepted accounting principles and has an appropriate level of internal controls in place to safeguard municipal assets.

There were no audit findings or recommendation for changes in our internal control structures:

Brian Stavenger, engagement partner at Eide Bailly met with the Commissioners August 19th to discuss the audit process, audit results, and current financial trends.

I would like to express my appreciation to all Department Heads, Division Managers and employees that work with our financial systems throughout the year with a high degree of attention to detail and adherence to accounting policies and procedures.

The City's Annual Comprehensive Financial Report was submitted to the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting program for review and grading under this voluntary quality control program. This is the 25th year we have achieved this award.

The Annual Comprehensive Financial Report is posted on the City of Fargo website for citizens and other interested parties to review. This includes the audit opinions, financial statements, statistical data, and the Schedule of Expenditures of Federal Awards received by the City in 2023.

<https://fargond.gov/city-government/departments/finance/financial-reports>

Suggested Motion:

Approve the Independent Auditor's report and the City's Annual Comprehensive Financial Report for the year ending December 31, 2023.

Report of Action:
FAHR Meeting of 8/26/2024



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

Department: Planning

Description: *See memo for thorough discussion.* Planning requests to enter into a contract extension (sole source procurement) with Fargo Growth Plan 2024 consultant, czb LLC, to prepare updates to the Land Development Code and Incentive Policy. The existing contract with czb, LLC was procured through an extensive RFP process and awarded in 2022. Planning believes czb's previous work, knowledge, and expertise will result in time and money saved as they have extensive knowledge of Fargo budgets, operations and systems.

Net Financial Impact: NA – included with 2025+ Budgets (multi-year project)


At their meeting, FAHR endorsed this request.

Suggested Motion:

City Commission directs Planning to develop a scope of work to execute the comprehensive update to the Land Development Code and Incentive Policy, and approves a contract extension (sole source procurement) with czb, LLC to provide this work.



SOLE SOURCE REQUEST FORM (SSP)

Requested by:	Nicole Crutchfield	Department:	Planning & Development
Date of Request:	August 20, 2024	Phone Number:	701.297.7782
E-mail:	ncrutchfield@fargond.gov		
Dept Head Signature:		Estimated Amount of Purchase:	\$850,000

Sole Source Purchase Requirement:

A contract less than \$100,000 may be awarded without competition when the purchasing manager determines in writing, after conducting a good-faith review of available sources, that there is only one source for the required supply, service, or material. Any sole source procurement greater than \$100,000 must also be approved by the Board of City Commissioners prior to a vendor award using this method.

Product or Service description of the features or capabilities unique to the vendor or brand being requested:

czb, LLC has provided professional planning consultant services for two recent community master plans, Fargo Growth Plan 2024 (FGP24) and 2020 Core Neighborhoods Master Plan both solicited by a competitive RFP process. The technical, comprehensive study of many City functions, budgets and operations throughout the growth plan process and the unique direction outlined in FGP24- including the understanding of our region's land economics, development patterns and the relationship to city budgeting and systems while also integrating a development and economic development incentive structure that layers zoning and designated Centers for the purpose of maximizing and increasing development density for specific geographic areas- makes czb, LLC unique for the next phase of work of implementing the FGP24. This will allow staff the ability to continue on the path that has already been invested in with respect to time, costs and efforts.

Sole Source Procurement will ensure a consistent implementation of Fargo Growth Plan 2024 guidance and save Fargo taxpayers time and money for the implementation by shortening the mobilization, onboarding and initial data transfer involved in new planning consultant discovery. Time save in education is then diverted into increased time to ensure a transparent public process developing the comprehensive Land Development Code update and related Incentive Policy update.

Is a Contract required? Yes

Is the procurement Federally Funded?

Vendor Name: czb, LLC.		
Address: 31 Centre St		
City: Bath	State: ME	Zip Code: 04530-2560
Contact Person: Charles Buki	Title: Founder & President	
Telephone: 207.888.3811	Email: cbuki@czb.org	
Purchasing Manager Approval:		
Sole Source (SSP) Number:		



MEMORANDUM

25e

TO: Finance and Human Resources FAHR Committee

FROM: Nicole Crutchfield, Director of Planning & Development
Mark Williams, Assistant Director of Planning & Development
Kim Citrowske, Planning Coordinator

DATE: August 22, 2024

RE: Implementation of Fargo Growth Plan 2024

We are pleased to confirm that City Commission adopted Fargo Growth Plan 2024 (FGP24) on August 19, 2024 and we are excited to begin the next steps toward plan implementation. The immediate next steps for implementation of FGP24 is to update the Land Development Code (LDC) and Incentive Policy. Throughout the summer during the review and refinement of the draft plan, staff heard from Planning Commissioners, stakeholders and community members regarding the urgency to begin updating the LDC as soon as possible.

Upon research of similar projects for other municipalities and dependent on the final scope that this type of comprehensive development code update process could take 24-36 months and range in cost from \$800,000 - \$1,500,000). Given our current trajectory with the czb team and the findings and learnings to date, staff predicts we can reduce the time it takes as well as the costs by amending the existing Growth Plan contract, or pursuing a Sole Source approval. We estimate this path would allow the LDC revisions to be presented within 18 months and range in cost between \$750,000 and \$850,000. The 2023 purchasing policy categorizes the LDC Update as a Level 3-Purchase, which places the contract in a formal procurement process. The policy also outlines options for Sole Source Purchases, without opening a competitive procurement when circumstances arise where only one source is available for the service. Level 3 Purchases require City Commission prior to award using the Sole Source method.

Staff believe that the complexity of the guidance set forth in FGP24 as defines "optimal development" and the community requested expedited timeline warrant consideration to pursue a contract amendment with czb, LLC. The consultant team has extensive knowledge of Fargo budgets, operations and systems that make logical sense for them to continue to finish with this last step of updating our current planning tools. The existing contract for Fargo Growth Plan with czb, LLC was procured by Request for Proposal RFP22106 procurement. The previous work, knowledge and expertise will result in time and money saved in execution of next steps. The following points justify the sole source procurement for contract amendment with czb, LLC:

1. **Unique Team of Experts** - The czb consultant team was selected following RFP22106 procurement process for their unique team composition that includes varying expertise including Strategic Economics (fiscal impact impact analysis, employment and real estate market trends), MRB Group (capital and infrastructure facilities and investment analysis and planning) and Code Studio (regulatory framework for land use and urban form). No other proposal had a robust and technically dynamic team to execute the initial scope for consultant services for Fargo Growth Plan.

2. **Understanding of Fargo Organization** - Fargo Growth Plan is a holistic document that included a Technical Committee comprised of all City departments and financed with Planning Services funds as well as Utility Funds due to the comprehensive, overarching, cross-departmental study of City of Fargo systems and departments. This understanding of all city services, departmental technical issues related to development has already been established and vetted throughout the planning process. The amount of time for both consultant team and city staff to onboard a new consultant to the knowledge base and direction of Fargo Growth Plan for implementation is sizeable.
3. **Knowledge of existing neighborhoods and local context** - Czb was the consultant team for Core Neighborhoods Master Plan (procured through an RFP), which afforded them insight into some of Fargo's most challenged redevelopment areas to understand community, build environment and potential for improvement for the overall areas. FGP24 also exposed them to current development market trends and community preferences to have a deep understanding to implement FGP24, specifically where and how Fargo has developed and the proposed shifts.
4. **Zoning Code Experts** - The time and knowledge to understand all components of our city functions as well as the expertise to accomplish the technical code ordinance updates places the czb team following a comprehensive review of available zoning code writing consultant teams to accomplish this task to implement Fargo Growth Plan 2024. The czb team includes a subconsultant, Code Studio, who is a national expert in zoning code development.
5. **Incentive Policy Experts** - The czb team understands existing local incentive policy, legislation and the vision direction outlined in Fargo Growth Plan 2024. They will hit the ground running in customizing an incentive policy that understands and responds to context to achieve and focus private investment into areas desired and in need of revitalization to maximize Fargo's potential to reach optimal future growth. Building on their extensive analysis of the City's current financial systems will save considerable time in onboarding.

Staff evaluated existing policy and all factors outlined in sole source procurement, and seek City Commission to direct development of a scope of work to execute the comprehensive update to the Land Development Code ([Chapter 20 of Fargo Municipal Code of Ordinances](#) and Incentive Policy). The proposed timeline would include:

1. August 19 – City Commission adopts Fargo Growth Plan 2024 authored by czb, LLC
2. August 26 – FAHR review of Sole Source procurement for LDC and Incentive Policy updates to amend the contract with czb, LLC
3. September 3 – City Commission review of FAHR recommendation
4. September 5 – Planning Commission review draft scope of work for LDC and Incentive Policy updates.
5. September 16 – City Commission considers contract amendment with czb, LLC for LDC and Incentives Policy updates.

By following the above timeline, the City will save approximately 4 months of time by being able to collaborate and continue the investigative work with the current consultant team as opposed to stop and proceed through the RFP selection process. Staff predicts we will get a stronger end product for the community while will also saving time and money by pursuing this contract procurement option.

Project Summary

Project Name: Comprehensive Land Development Code and Zoning Map Update Economic Development Policy Update

Project Abstract: The City of Fargo, North Dakota intends to comprehensively update the City's Land Development Code (LDC which includes zoning, subdivision, sign regulations) and Zoning Map and other related development ordinances to ensure clear, consistent regulations that allow implementation of the city's long range plans including, but not limited to Fargo Growth Plan 2024, Downtown InFocus, Core Neighborhood Master Plan, Go2030 Comprehensive Plan and Fargo Transportation Plan.

The LDC Update and new city-wide zoning map along with an Incentive Policy Update will operationalize the newly adopted Fargo Growth Plan 2024. The Plan outlines a path to implement the community's Go2030 vision and goals by outlining where and how to grow in the coming years by applying the four models to operationalize context-sensitive, by-right development that maximized the model system to produce optimal growth for Fargo. The models include 1) Transects, 2) Place Types, 3) Growth Grid and 4) Growth Centers.

- Purposes and Needs**
- To ensure the community and stakeholders are involved and afforded opportunities to participate, learn and understand the proposed development codes and policies for optimal growth
 - To implement Fargo Growth Plan 2024, Go2030 Comprehensive Plan, Downtown InFocus, Core Neighborhood Master Plan, Fargo Transportation Plan and other adopted plans that outline our community visions, goals and priorities. This comprehensive LDC update and proposed city-wide zoning map amendment needs to operationalize these planning documents into development code, map and policies.
 - To consider the City's current and aspired built environment and how it impacts local economy, sense of community and municipal finances with comprehensive zoning map update
 - To deliver a user-friendly Land Development Code (including zoning, subdivision, sign regulations, as well as other related regulations) that is clear and illustrative with diagrams, charts, etc.
 - To create a by-right development code update (as described in Fargo Growth Plan 2024) that encourages Optimal Development that complies with local, state and federal laws and regulations
 - To synchronize an Incentive Policy with the regulatory codes to ensure optimal development.
 - To develop a Checklist System for efficient staff plan review process for LDC review and compliance for implementation

Issues: The current 1998 Land Development Code is outdated. The Fargo Growth Plan 2024 and other recent planning documents assessed current development regulations and outline where the existing ordinances are not implementing community goals and vision for neighborhoods throughout Fargo.

- Outcomes & Deliverables:**
- Project Outcomes:**
- Robust public participation that includes presentations to City Boards and Commission as well as other stakeholder groups throughout the process that educates, considers varying perspectives, and generates community buy-in, support, and general consensus from stakeholders for a community-supported code, map and policy updates.
 - A clear and easy to understand Land Development Code and related ordinances and policies that integrate a by-right approach that incorporates innovative development processes and o to support optimal development in the regulatory process, city-wide zoning map amendment and policy that implement existing adopted plans and studies that provides incentives for optimal development that embodies the goals and objectives outlined by our community

- Streamlined land development codes and processes that are user-friendly for both customers and staff to implement which includes considerations of development review procedures and site plan review checklist guide for staff to ensure compliance of submitted development plans.

Project Deliverables:

- Comprehensive update to Chapter 20 of Fargo's Municipal Code (FMC): Land Development Code including zoning, subdivision and sign regulations, but may include applicable cross-referenced sections of Fargo Municipal Code to ensure consistency and clarity of regulations.
- City-wide zoning map update
- City Incentive policy that aligns with adopted plans, land development regulations and economic development incentives
- Checklist and/or review system for staff to streamline review of submitted site plans for compliance with zoning codes and entitlement rights

Scope of Work

- **Development Codes Rewrite** – Develop a comprehensive update to the City's development codes, Chapter 20 of the Fargo Municipal Code - Land Development Code (LDC) including zoning, subdivision and signs. While the LDC will be the primary focus of the analysis, it should be noted that there may be a development-related codes that are located outside of the LDC, which may also need to be considered to ensure consistency.

It is anticipated that the Land Development Code address the following components:

- *Alignment with Existing Plans & Policies* – The new development codes must align with the City's development goals as outlined in recently adopted plans, such as Fargo Growth Plan 2024, Go2030 Comprehensive Plan and related plans and policies), and be the implementation mechanism to reach those goals.
- *Legal Compliance* – The new Land Development Code must comply and align with state and federal regulations, requirements and enabling legislation.
- *Best Practices & Expectations* – The new Land Development Code must be adoptable and implementable by balancing expectations of citizens and capacity of development community while allowing flexibility to respond to a changing community
- *Development Review Process* – Integrate municipal best practices for development plan, permit review and entitlement processing system that includes site plan review checklist.
- *User Friendliness* – The new Land Development Code will provide regulations in a clear, straightforward manor for interpretation by citizens, design professionals and staff to integrate and implement in development proposals and construction drawings.
- **City-wide Zoning Map Amendment** – Review existing zoning maps, future land use maps and built environment and develop zoning map amendments to ensure new LDC ordinance and adopted plans guide development to consistently implement Fargo's community vision.
- **Small Area Planning** - The consultant will facilitate up to five (5) different neighborhood development areas to pilot, test, educate and work through and implement zoning code updated and potential map amendments using focus groups comprised of neighborhood representation, development community for implementation and education of the code that implements the vision and community goals outlined in adopted city comprehensive plans.
- **Economic Development Policy Update** – Incorporate a process and decision-making framework in which the future Land Development Code along with economic and community development toolkit to implement community goals such as housing affordability, development proposal cost impacts on overall City fiscal health, etc.

- **Engineering Manual** – This may be a portion of Subdivision Code updates as well as coordinating updates to Ch. 18 to codify Engineering guidance ('Jeremy's Spreadsheet/table') and other related items.

- **Public & Stakeholder Participation** – Create a strategy for robust and comprehensive public and stakeholder participation in the development of deliverables. City staff will collaborate to find the best fit and approach to educate, inform and build consensus on recommendations.
 - The consultant will present recommendations to the Planning Commission, City Commission, and other applicable committees as defined in the final scope of work.

- **Toolkit for Implementation** – Provide a comprehensive toolkit to aid in staff review and processing including but not limited to:
 - Plan review checklist program/software/toolkit to help staff uniformly review and evaluate zoning code compliance of submitted building plans and entitlement projects
 - Incentive policy process that comprehensively considers both entitlements and economic development incentives to maximize community benefit and contribution to the implementation of community goals and values.

- **Project Management** – The consultant will take the lead in managing their time, staff, resources, budget, and related activities to ensure that the project objectives are met. The consultant will be in close communication with staff throughout the life of the project. Staff will provide general oversight of the consultant and will help to facilitate interactions with the Planning Commission and project stakeholders.

Other Partners:

- Planning Commission
- Public and Neighborhood Groups
- Development Community (Architects/Designers, Developers, Builders, etc.)
- City Commission
- Partner Departments & Agencies
- (Others TBD)

Project Manager: Planning Department
Owner: City of Fargo (Citizens)
Consultant: czb, LLC along with Code Studio and Strategic Economics
Approver: City Commission

Project Team

The Project Team will consist of Planning Department staff and is responsible for overall project oversight although other city departments that touch the development and entitlement review process will be involved.

Project Consultant

Czb, LLC will be responsible for developing a work plan that results in the project outcomes. The Project Consultant will be responsible for all tasks outlined within the project scope of work.

Advisory Committee

Stakeholder group that includes builders, developers, design professionals, realtors, bankers, large employers and neighborhood representatives

Planning Commission

The Planning Commission will be responsible for providing input and guidance to the project consultant, and recommendation for approval of the project deliverables at the end of the project.

City Commission

The City Commission will be responsible for review and approval/acceptance of the project deliverables.

Report of Action:
FAHR Meeting of 8/26/2024



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

Department: Finance

Description: *As per memo:* Finance requests approval for NP Parking Garage funding sources as have been discussed at previous meetings.

Net Financial Impact: NA

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve funding sources for the NP Parking Garage: \$3 million interfund loan (Fund 337); \$9 million BND loan (awarded and approved); and \$8 million Taxable Appropriation Bond to be issued Fall 2024.



FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

TO: Board of Commissioners
FROM: Susan Thompson, Director of Finance
RE: Follow-Up NP Lot – Financing Plan
DATE: August 26, 2024

The NP Parking Lot financing plan has been discussed at several previous meetings. In summary, following are the funding sources for which we request your approval:

- \$3 million – Interfund Loan from excess cash within Fund 337, as per Interfund Loan policy. Loan will be non-interest bearing and repaid over twenty years in lump sum payments as cashflow permits.
- \$9 million – BND Loan: 40 years at 2% (awarded and approved)
- \$8 million – Appropriation Bond to be sold Fall 2024

Suggested Motion:
Approve funding sources for NP Lot as noted above.

Report of Action:
FAHR Meeting of 8/26/2024



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

Department: Finance

Description: Finance requests approval of a Resolution identifying projects to be included in the Fall 2024 Tax-exempt Appropriation Bond. These projects were identified at previous meetings.

Net Financial Impact: NA

At their meeting, FAHR endorsed this request.

Suggested Motion:

Approve the attached Resolution identifying projects to be included in the Fall 2024 Tax-Exempt Appropriation Bond.



FINANCE OFFICE
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

259

TO: Board of Commissioners

FROM: Susan Thompson, Director of Finance

RE: Resolution: Fall 2024 Appropriation Bond – Tax-Exempt Projects

DATE: August 26, 2024

Finance requests your approval of the attached Resolution identifying projects to be included in the Fall 2024 Tax-Exempt Appropriation Bond. These projects were identified at previous meetings.

Suggested Motion:

Approve the attached Resolution identifying projects to be included in the Fall 2024 Tax-Exempt Appropriation Bond.

RESOLUTION NO. _____

RESOLUTION RELATING TO FINANCING OF CERTAIN PROPOSED PROJECTS TO BE UNDERTAKEN BY THE CITY; ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota (the “City”), as follows:

1. Recitals.

(a) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the “Regulations”) dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the City for project expenditures made by the City prior to the date of issuance.

(b) The Regulations generally require that the City make a declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued series of bonds within 60 days after payment of the expenditures, that the bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within the reimbursement period (as defined in the Regulations), and that the expenditures reimbursed be capital expenditures or costs of issuance of the bonds.

(c) The City desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

2. Official Intent Declaration.

(a) The City proposes to undertake the following project or projects and to make original expenditures with respect thereto prior to the issuance of reimbursement bonds, and reasonably expects to issue reimbursement bonds for such project or projects in the maximum principal amounts shown below:

<u>Project</u>	<u>Maximum Amount of Bonds Expected to be Issued for Project</u>
Purchase of BSE PD Building	\$11,820,000
HVAC Upgrades PD Building	3,000,000
Fire Station Repair (West Acres)	2,500,000
RRRDC	2,400,000
Southside Fueling Station	770,000
City Hall Parking Deck Repair	1,300,000
Central Garage Repairs / Roof	1,105,000
Library -Family Area Reconfiguration	121,000

(b) Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the City will not seek reimbursement for any original expenditures with respect to the foregoing projects paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the reimbursement bonds.

3. Budgetary Matters. As of the date hereof, there are no City funds reserved, pledged, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to provide permanent financing for the original expenditures related to the projects, other than pursuant to the issuance of the reimbursement bonds. Consequently, it is not expected that the issuance of the reimbursement bonds will result in the creation of any replacement proceeds.

4. Reimbursement Allocations. The City's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the reimbursement bonds to reimburse the source of temporary financing used by the City to make payment of the original expenditures relating to the projects. Each reimbursement allocation shall be made within 30 days of the date of issuance of the reimbursement bonds, shall be evidenced by an entry on the official books and records of the City maintained for the reimbursement bonds and shall specifically identify the original expenditures being reimbursed.

Adopted this ___ day of _____, 2024.

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City of Fargo Staff Report			
Title:	Westrac Fifth Addition	Date:	05/29/2024 08/29/2024
Location:	3315 Westrac Drive South & 624 34 th Street South	Staff Contact:	Alayna Espeseth, Assistant Planner
Legal Description:	Lots 2 & 3, Block 1 Westrac Third Addition		
Owner(s)/Applicant:	JWPT, LLC & Sofar Properties, LLP	Engineer:	MBN Engineering, Inc.
Entitlements Requested:	Minor Subdivision (Replat of Lots 2 & 3, Block 1 Westrac Third Addition)		
Status:	City Commission Consent Agenda: September 03, 2024		

Existing	Proposed
Land Use: Vacant Land	Land Use: Industrial
Zoning: LI, Limited Commercial with C-O, Conditional Overlay	Zoning: No Change
Uses Allowed: Allows colleges, community service, daycare centers of unlimited size, detention facilities , health care facilities, parks and open areas, religious institutions, safety services, basic utilities, adult establishment , offices, off-premise advertising signs, commercial parking, outdoor recreation and entertainment, retail sales and service, self-service storage, vehicle repair, limited vehicle service, industrial service, manufacturing and production, warehouse and freight movement, wholesale sales, aviation, surface transportation , and certain telecommunications facilities. Conditional Overlay #5362 which prohibits some uses and is carried through with this subdivision.	Uses Allowed: No Change
Maximum Lot Coverage Allowed: 85%	Maximum Lot Coverage Allowed: No Change

Proposal:
<p>The applicant is requesting one entitlement:</p> <ol style="list-style-type: none"> Minor Subdivision, to be known as Westrac Fifth Addition, a replat of Lots 2 & 3, Block 1 Westrac Third Addition. The minor subdivision will consist of 2 lots, 1 block. <p>This project was reviewed by the City's Planning and Development, Engineering, Public Works, and Fire Departments ("staff"), whose comments are included in this report.</p> <p>Surrounding Land Uses and Zoning Districts:</p> <ul style="list-style-type: none"> • North: LI, Limited Industrial with the Cass County Jail; • East: AG, Agricultural with City Owned drainage facility; • South: GC, General Commercial with a PUD, Planned Unit Development with Residential uses; GC, General Commercial with Commercial uses & LI, Limited Industrial with Retail Sales and Service uses; • West: LI, Limited Industrial with industrial uses and undeveloped land. <p style="text-align: right;">(Continued to next page.)</p>

Area Plans:
The subject property is not located within a growth plan, area plan or neighborhood plan.
Schools and Parks:
Neighborhood: The subject property is located within the Westgate neighborhood.
Schools: The subject property is located within the Fargo School District, specifically within the Jefferson Elementary, Ben Franklin Middle and North High schools.
Parks: Metro Rec Center, located at 3110 Main Avenue, is approximately 0.75 miles northeast of the subject property and provides amenities of indoor turf year round making it a very versatile facility. The space is great for soccer, football, lacrosse, tag and golf putting.
Pedestrian / Bicycle: There is a bike lane that runs along the south side of Westrac Drive South.
MATBUS Route: The subject property is a stop on MATBUS Route 20. The stop is located on the north side of Westrac Drive South, just east of 34 th Street South. Another stop is located at the northwest corner of the intersection of Westrac Drive South and Fiechtner Drive South.
Staff Analysis:
The applicant is seeking approval for a minor subdivision that consists of 2 lots, 1 block located at 3315 Westrac Drive South & 624 34 th Street South. The subject property is zoned LI, Limited Industrial with a C-O, Conditional Overlay No. 5362, which will carry through with this subdivision. The C-O prohibits some uses and has some site design standards. No zone change is proposed. The subject property is not located within a growth plan, area plan or neighborhood plan. Lot 2, Block 1 consists of a flag portion that allows access off of 34 th Street South on the northwest portion of the subject property. There is a 60 foot wide access easement on this flag portion that allows Lot 1, Block 1 to take access from 34 th Street South. There is an existing access and utility easement that runs along the southwest property line of the subject property allowing Lot 1, Block 1 access from Westrac Drive South. There is an existing storm water detention pond easement on Lot 2, Block 1.
Minor Subdivision
The LDC stipulates that the following criteria is met before a minor plat can be approved:
<ol style="list-style-type: none"> <p>1. Section 20-0907.B.3 of the LDC stipulates that the Planning Commission recommend approval or denial of the application, based on whether it complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code. Section 20-0907.B.4 of the LDC further stipulates that a Minor Subdivision Plat shall not be approved unless it is located in a zoning district that allows the proposed development and complies with the adopted Area Plan, the standards of Article 20-06 and all other applicable requirements of the Land Development Code.</p> <p>The request is for a minor subdivision that replats Lots 2 & 3, Block 1 Westrac Third Addition into a 2 lot, 1 block subdivision entitled Westrac Fifth Addition. The subject property is currently zoned LI, Limited Industrial with a C-O, Conditional Overlay No. 5362, which will carry through with this subdivision. No zone change is proposed. The subject property is not located within a growth plan, area plan or neighborhood plan. In accordance with Section 20-0901.F of the LDC, notices of the proposed plat have been sent out to property owners within 300 feet of the subject property. To date, staff has received no inquiries about the application. Staff has reviewed this request and finds that this application complies with standards of Article 20-06 and all applicable requirements of the Land Development Code.</p> <p>(Criteria Satisfied)</p> <p>2. Section 20-907.C.4.f of the LDC stipulates that in taking action on a Final Plat, the Board of City Commissioners shall specify the terms for securing installation of public improvements to serve the subdivision.</p> <p>While this section of the LDC specifically addresses only major subdivision plats, staff believes it is</p>

important to note that any improvements associated with the project (both existing and proposed) are subject to special assessments. Special assessments associated with the costs of the public infrastructure improvements are proposed to be spread by the front footage basis and storm sewer by the square footage basis as is typical with the City of Fargo assessment principles.
(Criteria Satisfied)

Staff Recommendation:

Suggested Motion: "To accept the findings and recommendations of the Planning Commission and staff and hereby recommend approval to the City Commission of the proposed subdivision plat, **Westrac Fifth Addition** as outlined within the staff report, the standards of Article 20-06, Section 20-0907.B. and C of the LDC and all other applicable requirements of the Land Development Code".

Planning Commission Recommendation: June 04, 2024

At the June 04, 2024 Planning Commission hearing, by a vote of 10-0 with no Commissioners absent and one Commission seat vacant, the Commission moved to accept the findings and recommendations of staff and moved to recommend approval to the City Commission the proposed subdivision plat, **Westrac Fifth Addition** as outlined within the staff report, as the proposal complies with standards of Article 20-06, standards of Section 20-0907.B & C, and all other applicable requirements of the Land Development Code.

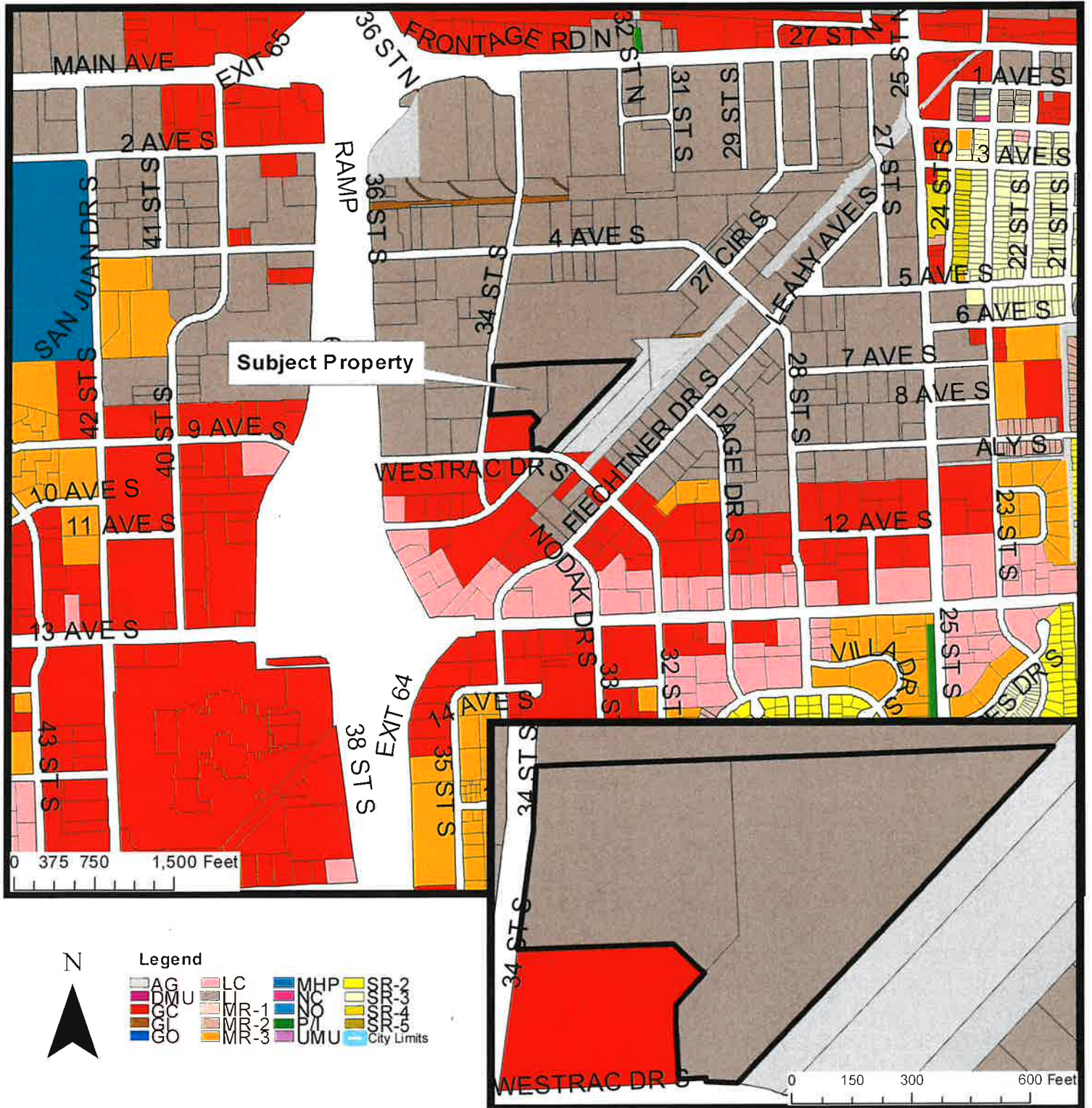
Attachments:

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

Minor Subdivision

Westrac Fifth Addition

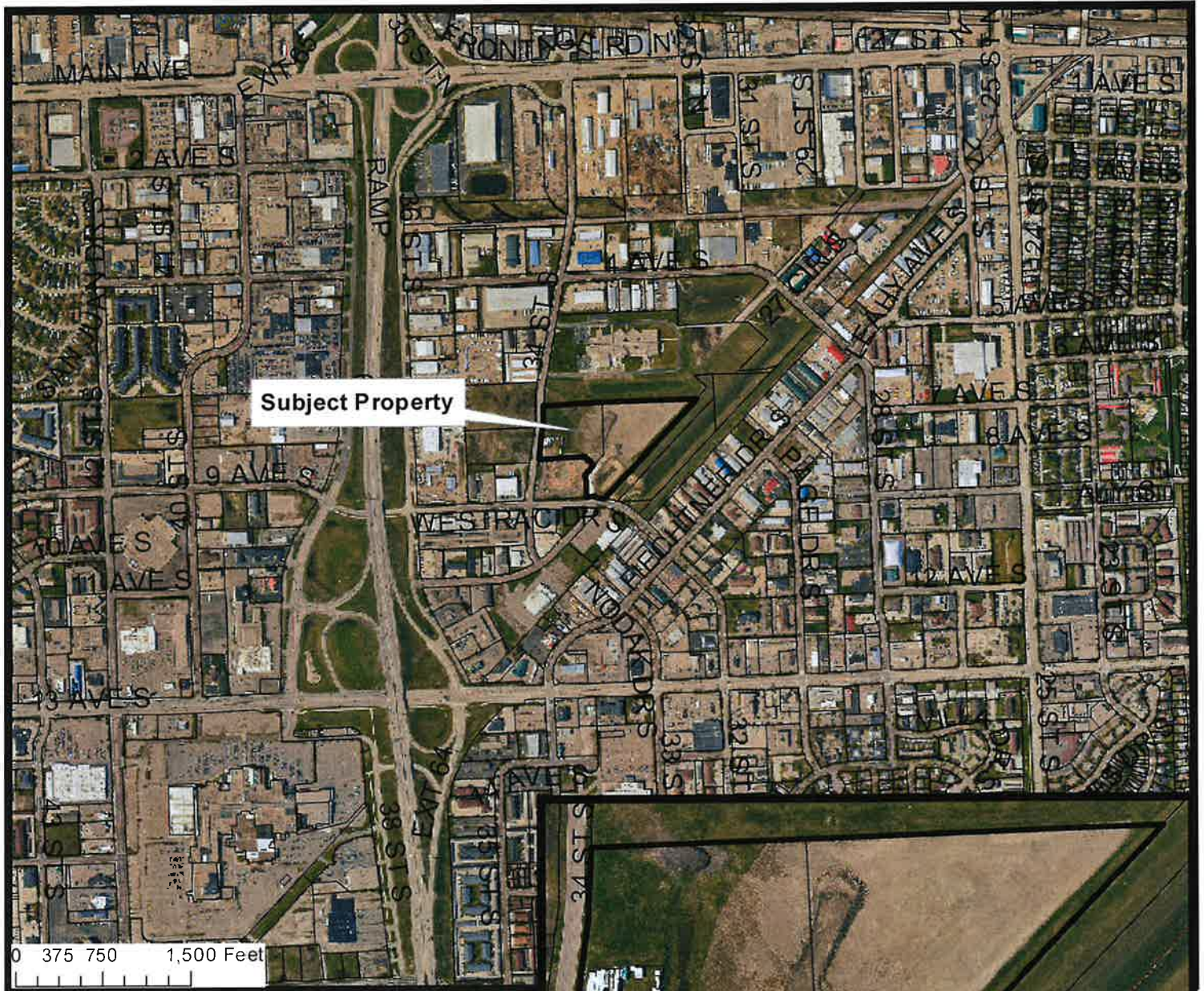
3315 Westrac Drive South and 624 34th Street South



Minor Subdivision

Westrac Fifth Addition

3315 Westrac Drive South and 624 34th Street South

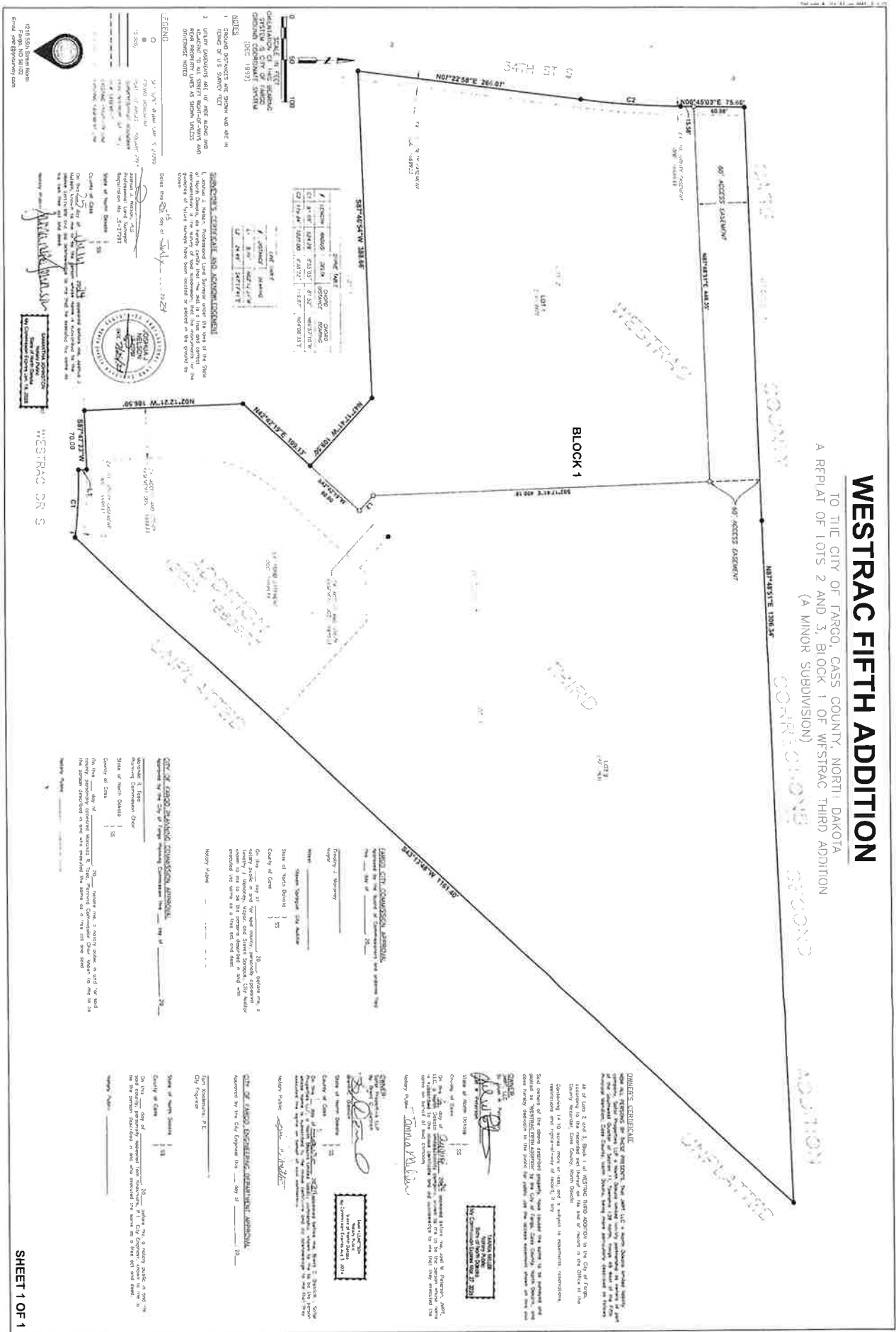


Legend

 City Limits

WESTRAC FIFTH ADDITION

TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA
 A REPLAT OF LOTS 2 AND 3, BLOCK 1 OF WESTRAC THIRD ADDITION
 (A MINOR SUBDIVISION)



1. Check for U.S. Survey T&E
 2. Check for U.S. Survey T&E
 3. Check for U.S. Survey T&E

SECTION'S CERTIFICATE AND ADJUSTMENT
 I, the undersigned, Professional Land Surveyor under the laws of the State of North Dakota, do hereby certify that the above is a true and correct plat of the replat of Lots 2 and 3, Block 1 of Westrac Third Addition, as shown on the plat of the same, and that the same has been located in accordance with the provisions of the laws of the State of North Dakota.



APPROVED AND FORWARDED:
 [Signature]
 Cass County, North Dakota

FARGO CITY COMMISSION APPROVAL
 Approved by the Board of Commissioners and Planning Dept.
 Date of _____

CITY OF FARGO PLANNING COMMISSION APPROVAL
 Approved by the City of Fargo Planning Commission this _____ day of _____, 20____.

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL
 Approved by the City Engineer this _____ day of _____, 20____.

STATE OF NORTH DAKOTA
 State of North Dakota

CASS COUNTY
 Cass County, North Dakota

WESTRAC FIFTH ADDITION
 Westrac Fifth Addition

REPLAT OF LOTS 2 AND 3, BLOCK 1 OF WESTRAC THIRD ADDITION
 Replat of Lots 2 and 3, Block 1 of Westrac Third Addition

DATE OF THIS PLAT
 This plat was prepared on the _____ day of _____, 20____.

DATE OF RECORDING
 This plat was recorded on the _____ day of _____, 20____.

DATE OF DEED
 This deed was executed on the _____ day of _____, 20____.

DATE OF RECORDING
 This deed was recorded on the _____ day of _____, 20____.

DATE OF DEED
 This deed was executed on the _____ day of _____, 20____.

DATE OF RECORDING
 This deed was recorded on the _____ day of _____, 20____.

DATE OF DEED
 This deed was executed on the _____ day of _____, 20____.

DATE OF RECORDING
 This deed was recorded on the _____ day of _____, 20____.

DATE OF DEED
 This deed was executed on the _____ day of _____, 20____.

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FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

OFFICE OF THE CHIEF

MEMORANDUM

COPY

To: City Commissioners

From: Chief David B. Zibolski *DZ*

Date: August 29, 2024

RE: Police Department Grant Award and Budget Adjustment

Dear City Commissioners,

We are formally asking permission to accept the generous donation of \$7,000 raised through the Hometown Hero's annual Fargo Force Hockey Game. Prior to the event the group receives applications from area agencies to purchase needed equipment or training courses.

The Fargo Police Department requested funds for tuition to the SOARescue High Threat Interventions Training Course for four of our department members to attend. The FPD was awarded \$7,000 for these officers to attend this training course. The check has been received and deposited in the PD Donations (PD87) account. I am asking that the 2024 Fargo Police Department budget be amended for account 101-0000-365-85-00 in the amount of \$7,000.

Recommended Motion:

Amend the Fargo Police Department 2024 budget for line item 101-0000-365-85-00 in the amount of \$7,000.

Sincerely,

David B. Zibolski
Chief of Police



FARGO POLICE DEPARTMENT

A SAFE AND UNIFIED COMMUNITY BUILT ON TRUST, ACCOUNTABILITY AND INCLUSION

MEMORANDUM

To: Chief David Zibolski

From: Lieutenant Troy Hannig

Date: 08/21/2024

RE : Course Information for Instructor Training Funded through the Hometown Heroes Grant

In early 2024, Sergeant Matt Ysteboe approached the Training and Development Unit indicating there would possibly be grant funding available for any training initiatives we might be working on. I asked Officer Rob Essler to conduct research on trainings we could send instructors to which might further enhance our existing curriculum. Officer Essler identified a course which would allow us to expand our TacMed Training within the department and he forwarded the details to Sergeant Ysteboe to be included in the grant application. The course, High Threat Interventions through SOARescue Law Enforcement Training, is scheduled to be held in Jackson Township, New Jersey on November 9th and 10th, 2024. This is a unique TacMed program which incorporates live fire evolutions with the addition of medical scenarios to create a well-rounded training experience. The course is designed to increase student survivability by introducing injured shooter weapon manipulations and utilizing vehicles as rescue platforms to retrieve downed personnel. In addition, the course aims to provide students with the skills to provide TacMed assistance, keeping injured people alive while in a dynamic, high threat environment. Following the tragic events on July 14th, 2023, this is exactly the kind of training that we feel we need to integrate into our existing TacMed Program to better prepare our team for worst case scenarios.

On February 6th, 2024, Sergeant Ysteboe was notified we were awarded the full \$7000 which was requested based on the application for the Hometown Heroes Grant. Officer Essler's estimate indicated potential expenditures of around \$6,000 (not including taxes and fees) which would cover registration, flight costs, a rental car, and hotel accommodations. In reviewing the estimate, I was able to determine Officer Essler had an

FARGO POLICE DEPARTMENT

FORM #: 954786 REVISION DATE: 03.11.2

incorrect number of days required for the hotel stay so here is a more accurate estimate of the cost breakdown:

Course Registration for 4 Officers: $\$500 \times 4 = \$2,000$

Flights from Fargo to Philadelphia for 4 Officers (Fri 11/8-Mon 11/11): $\$638 \times 4 = \$2,552$

Rental Car (Mid-Size SUV x 4 Days): $\$99.76 \times 4 = \402.43

Hotel (2 Rooms- Hampton Inn Robbinsville Twp, NJ): $\$134 \times 2 \times 3 \text{ Nights} = \804

Total (not including tax and fees) = $\$5,758.43$

The Training and Development Unit would recommend sending the following four instructors: Dan Hulbert, Aaron Olson, Paul Nelson, and Michael Anderson. All four indicated the training would work for the schedules in their personal life if staffing can be accommodated at work. The expectation would be for them to incorporate what they learn and use it for future course development for our personnel.

The Hometown Heroes check was provided to Kathy Lormis and the recommendation from the Training and Development Unit would be for submission of the grant funding/course information to the city commission to seek approval to accept the funding. If approved, the Training and Development Unit will take care of registration and accommodations for the training.

Trevor Brandner from the MetroSports Foundation was contacted to determine what they would prefer excess grant funds, if any, be applied to. Brandner replied via email with an attachment on items we could allocate any excess funds to. If approved, once final training accommodations are made, we can determine what excess funds are available and forward recommendations up the chain for potential expenditures the money could be used for. We would then need to provide Brandner with any associated invoices to document any approved purchases.

Please see the attachments for additional details of the course and the communication with Brandner.

Reviewer Comments

Helmick, Chris (217)

Recommend submission to Commission agenda for their approval. Once approved by commission, will work with TDU to determine actual cost of training and provide recommendation for use of any excess funds.

Stefonowicz, Travis (232)

FAHR/Commission - If Time allows.

Tac-Med will become an updated TPO as part of the NDPOST Curriculum

Zibolski, David (115)

Approved for commission submittal on 9/3/2024--time sensitive and no need for FAHR due to donation

CC: A/C Stefonowicz
Capt. Helmick
Capt. Christensen
PD file



YOU. More Prepared Than Ever



HOME

PICK YOUR BACKGROUND

COURSES

SCHEDULE

SHOP

EXTRAS



Accept

HIGH THREAT INTERVENTIONS

High Threat Interventions (HTI) is a unique tactical medicine program exclusively geared toward the armed professional. Most tactical medicine programs target the medical provider attached/assigned to tactical teams/special operations units instead of the non-medical operator. It is designed to incorporate live fire evolutions with the addition of medical scenarios to create a well-rounded training experience. HTI is also designed to increase student survivability by introducing injured shooter weapon manipulations and utilizing vehicles as rescue platforms to retrieve downed personnel (range dependent). Live fire downed officer rescue scenarios incorporating basic small unit tactics are an integral part of the program. The desired end state of HTI is to provide the student with an enhanced level of medical capability while maintaining their existing firearms skills by integrating medical scenarios within live fire exercises. The class is not meant to train students to the level of a medical provider. It aims to provide them with the skills to keep injured persons alive until the arrival of a medical provider. Additionally, it serves to ensure that students can perform the appropriate medical interventions while in a live fire, simulated high threat environment that armed professionals often find themselves in.

Prerequisites: Students must have solid weapons manipulations skills prior to attending this course. A shooting diagnostic will be conducted at the beginning of class. Students exhibiting poor marksmanship ability will not be allowed to continue in the course with live weapons and will have to run the rest of the class with a cleared weapon. The course is restricted to LE/MIL/Nuclear Security/armed professional personnel. Exemptions will be made for Fire/EMS personnel assigned or about to be assigned to tactical teams. Email justin@soarescue.com for clarification.



MPOETC CLEE ID # CLE01193
18 HRS Approved for PA Act 120
Certified Officers

Students will need the following:

- Handgun with at least 3 magazines (5 if single stack) and magazine pouch. Weapon light strongly recommended (if allowed by agency)
- Rifle with sling. A weapon mounted light is strongly recommended (if allowed by agency). A minimum of 3 magazines and a method to secure them is required. The rifle needs to be zeroed prior to class.
- 1000 rounds rifle (NO M855) / 500 rounds pistol
- IFAK/TQ on armor/belt is mandatory
- Cleaning kit (with rods) and lube for both weapons
- Eye/ear protection (clear/tinted)
- Range attire/training uniform
- Duty belt setup/tactical loadout
- Body armor
- Extra batteries for lights/lasers/optics
- Chem lights/PID lights
- Handheld Flashlight
- Headlamp
- Notetaking gear
- Tools for weapons/optics
- Water/snack items

UPCOMING

High Threat Interventions (HTI)- Jackson Township, NJ

Sat, Nov 9, 2024, 8:00 AM EST – Sun, Nov 10, 2024, 7:00 PM EST // 7:00 AM – 6:00 PM CST

Jackson Township Police Range, 704 Dorathys Ln, Jackson Township, NJ, USA

\$500



**PUBLIC
WORKS**

**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMANS & HYDRANTS**

402 23rd Street North
Fargo, ND 58102

Phone: 701.241.1453 | Fax: 701.241.8100

FargoND.gov

August 21, 2024

28

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

RE: Authorization to extend 2022/2023 snow hauling contracts (RFP22137) with the three approved vendors for the 2024/2025 snow season.

Commissioners:

On August 11, 2022, a total of eight (8) proposals were received for the Request for Proposals for Snow Hauling Trucking Services (RFP22137). See attached bid tabulation. This contracted service is intended to provide trucking services to assist Public Works with snow and material hauling, and has been crucial to safe, efficient, and successful snow removal operations. As part of the 2022/2023 RFP, language was included that allows for two (2), one (1) year extensions under the original terms of the RFP.

The proposals were evaluated and Public Works staff recommended selection of three (3) contractors; Master Construction (four trucks), Lenzmeier Trucking Inc. (five trucks) and Diesel Dogs Trucking Inc. (eleven trucks). Public Works staff has visited with all three 2022/2023 approved contract holders, and at this time is requesting authorization to extend their contracts for the 2024/2025 snow season under the terms of the initial 2022 RFP (RFP22137).

RECOMMENDED MOTION:

I/we hereby move based on the request for proposal (RFP22137), to extend the initial 2022/2023 award contracts for Snow Hauling Trucking Services with Master Construction, Lenzmeier Trucking Inc., and Diesel Dogs Trucking Inc. for the 2024/2025 season under the terms and conditions of the initial 2022 RFP (RFP22137).

Respectfully submitted,

Corey Houim
Services Manager
Fargo Public Works

**Bid Tabulation for Snow Hauling Trucking Services
City of Fargo RFP 22137
Bids Received August 11th, 2022**

Proposer	Quantity	11-15 CY Truck Unit Price	Quantity	15-20 CY Truck Unit Price	Quantity	>20 CY Truck Unit Price	Quantity	Side Dump Unit Price
Hubert Dye and Sons	1	\$175.00	3	\$220.00	-	-	1	\$250.00
Master Construction	6	\$110.00	2	\$110.00	-	-	1	\$145.00
Precision Inc.	6	\$110.00	-	-	-	-	-	-
Lenzmeier Trucking Inc.	-	-	4	\$110.00	-	-	-	-
JD Kraemer Enterprises	7	\$105.00	2	\$110.00	-	-	-	-
JT Lawn Services	-	-	2	\$140.00	-	-	1	\$140.00
Diesel Dogs Trucking Inc.	-	-	8	\$110.00	-	-	-	-
Industrial Builders Inc.	-	-	4	\$135.00	-	-	-	-

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Master Construction. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2025.

II. Scope of Services

Contractor agrees to provide four (4) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$110.00 15 to 20 cubic yard truck,

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than \$2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

Final invoices shall be submitted no later than November 1 of the contract year.

Contractor will be paid either the amount due for services rendered or the Minimum Compensation Amount, whichever is greater.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: Aug 8, 2024

CONTRACTOR

Master Coast. Co. Inc

By: [Signature]

Its: Pres

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Lenzmeier Trucking Inc. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2025.

II. Scope of Services

Contractor agrees to provide five (5) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$110.00 15 to 20 cubic yard truck,

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than \$2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

Final invoices shall be submitted no later than November 1 of the contract year.

Contractor will be paid either the amount due for services rendered or the Minimum Compensation Amount, whichever is greater.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

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Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 7-30-24

CONTRACTOR

Lenzmeier Trucking Inc.

By: Dave [Signature] / Dave Lenzmeier

Its: President

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

SERVICES AGREEMENT

SNOW HAULING TRUCKING SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Diesel Dogs Trucking, LLC. (Contractor) to provide snow hauling services for the City. This agreement shall commence upon signing by both parties and expire on September 30, 2025.

II. Scope of Services

Contractor agrees to provide eleven (11) quad, triaxle or side dump/trailer trucks for purposes of hauling snow to assist and supplement the City's snow hauling operations with the downtown area of City. All Contractor trucks must be capable of carrying a minimum of 11CY of snow per load. Contractor may also assist the City's spring cleanup week and all trucks will display a solid waste transporter permit at contractor's expense. Contractor must ensure that all trucks are properly insured, registered and inspected. Contractor is responsible for the condition of the truck, and if unsatisfactory to the sole discretion of City, the truck will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the truck, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$110.00 15 to 20 cubic yard truck,

Commencing at the time of arrival of each truck at the location designated by the City, until such time the truck is released by the City, to the nearest ½ hour.

Contractor shall receive no less than \$2,500 per truck contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the truck and driver when properly noticed shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

Final invoices shall be submitted no later than November 1 of the contract year.

Contractor will be paid either the amount due for services rendered or the Minimum Compensation Amount, whichever is greater.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 7-30-24

CONTRACTOR

A. Kunn

By: *Dan Kraemer*

Its: *President*

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor



**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMANS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

29

August 27, 2024

The Honorable Board of City Commissioners
225 4th Street N.
City of Fargo
Fargo, ND 58102

RE: Authorization to Extend the 2022/2023 Sidewalk Snow and Ice Removal Services for Code Enforcement Contracts with Turf Tamers LLC. and Valley Green & Associates for the 2024/2025 snow season (RFP22129).

Commissioners:

On August 4th, 2022, a total of five (5) proposals were received for the Request for Proposals for Sidewalk Snow and Ice Removal Services, Code Enforcement (RFP22129). The contracted service will assist Public Works with snow and ice removal from sidewalks that are out of compliance with City Ordinance 18-0301 "Failure to Remove Snow/Ice from Sidewalk". See the attached bid tabulation. Based on the stated criteria and staff review, Turf Tamers LLC. and Valley Green & Associates were awarded the Sidewalk Snow and Ice Removal Services for Code Enforcement Contract for the 2022/2023 snow season. As part of the 2022/2023 RFP, language was included that allows for two (2) one (1) year extensions under the original terms of the RFP.

The proposals were evaluated and Public Works staff recommended selection of two (2) contractors; Turf Tamers LLC. and Valley Green & Associates. Public Works staff has visited with both 2022/2023 approved contract holders, Turf Tamers LLC. and Valley Green & Associates, and at this time, we are requesting authorization to extend the contracts for the 2024/2025 snow season under the terms of the initial 2022 RFP (RFP22129).

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP22129), to extend the initial 2022/2023 award contracts for Sidewalk Snow and Ice Removal Services for Code Enforcement with Turf Tamers LLC. and Valley Green & Associates for the 2024/2025 season under the terms and conditions of the initial 2022 RFP (RFP22129).

Respectfully submitted,

Corey Houim
Services Manager
Fargo Public Works

**Bid Tabulation for Sidewalk Snow and Ice Removal Services
Code Enforcement
City of Fargo RFP 22129
Bids Received August 4th, 2022**

Equipment	Turf Tamers	JT Lawn	Valley Green	All Terrain	Funks Lawn Care
Skid Steer w/ Bucket	\$120.00	\$125.00	\$110.00	\$110.00	-
Skid Steer w/ Snow Blower	\$140.00	\$125.00	\$110.00	\$110.00	-
Toolcat w/ Bucket	\$120.00	-	\$95.00	\$110.00	\$115.00
Toolcat w/ Snow Blower	\$140.00	-	\$95.00	\$110.00	\$115.00
Walk Behind Snow Blower	\$85.00	\$95.00	\$75.00	\$110.00	\$80.00
Laborer	\$80.00	\$85.00	\$75.00	\$110.00	\$67.00
3039 Tractor w/ 52" Blower	\$100.00				
Ventrac Tractor w/ Blower	\$100.00				
Holder C70 Blower/Bucket	\$175.00				
Ice Melt per pound	\$0.40	\$0.50	\$0.65	\$1.00	\$0.90
Inspection Fee	\$40.00	\$75.00	\$95.00	\$100.00	\$25.00

**SERVICES AGREEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CODE ENFORCEMENT**

I. Agreement

This agreement is between the City of Fargo (City) and Turf Tamers LLC. (Contractor) to provide “code enforcement” sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2025. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the appropriate year.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 “Failure to Remove Snow/Ice from Sidewalk”.

Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee outlined in Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

Icy Conditions

If requested by city staff, contractors will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications. The contractor shall submit ice melt product specifications sheets. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions.

MAS 8.22.24

Timeframe

Contractor will be required to complete the snow and ice removal services of assigned sidewalks within 24 hours of notification from Street Department staff. During extreme conditions, the completion deadline may be extended but the contractor must start work within 24 hours of notification. In no event will the sidewalk condition exist beyond 72 hours.

Photographs

Contractor will be required to submit *before and after*, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed. Incomplete or inaccurate photographs may result in loss of payment for the service.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractor will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice removal services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

MAS 8.22-24

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

MAS 8-22-24

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8-22-24

Turf Tamers LLC.

By: 

Its: Mike Swaleson President Turf Tamers.

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

MAS 8-22-24

BID SHEET

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

Snow Removal Equipment Cost

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$ 160. ^{NU} / ₁₀₀
Skid Steer Front Loader with Snow Blower and Operator	\$ 140 ^{NU} / ₁₀₀
Toolcat Utility Machine with Bucket and Operator	\$ 140 ^{NU} / ₁₀₀
Toolcat Utility Machine with Snow Blower and Operator	\$ 140 ^{NU} / ₁₀₀
Walk Behind Snow Blower and Operator	\$ 85 ^{NU} / ₁₀₀
Laborer	\$ 80 ^{NU} / ₁₀₀

Please see attached sheet with more equipment.

Ice Removal Product Cost (price should include product and cost to apply)
(Attached Product Specification Sheet)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$,40

Sidewalk Inspection Fee (If the sidewalk is found within compliance and no work is required.)

Service	Fee per Occurrence
Inspection Fee	\$ 40. ^{NU} / ₁₀₀

Turf Tamers LLC.

PO Box 9435
 Fargo ND 58106

Phone # 701-356-2990 turftamersfargo@gmail.com

Estimate

Date	Estimate #
8/1/2022	8278

Name / Address
City Of Fargo 200 North Third Street Fargo, ND 58102

Turftamersfargo.com	P.O. No.	Terms	Project	
		Due on receipt	Public Works Dept	
Description	Qty	U/M	Rate	Total
Snow removal with skid steer with blade or snow removal bucket. Includes labor and machine.	1		120.00	120.00
Use of a Skid Steer with a hydraulic high flow snowblower. Includes labor and machine.	1	hr	140.00	140.00
Per hour use of 3039 Tractor with blower/ broom. 52" wide Includes labor and machine.	1		100.00	100.00
Holder C 70 65 HP sidewalk machine with snowblower, or blade. Includes labor and machine.	1		175.00	175.00
Snow removal with Ventrac tractor's with a broom or blower. Includes labor and machine.	1		100.00	100.00
Snow removal with walk behind blowers. Includes labor and machine.	1		85.00	85.00
Snow removal laborer.			80.00	80.00
Ice Slicer granular ice melt with pre-wet chloride. The application rate of this product is much lower than sand salt mixture, as well as the effective temperature range. Good to -20 Degrees.	1	lb	0.40	0.40
Price per pound applied via machine applicator, or walk behind spreader. Includes product, labor, and machine.				
Snow Removal inspection fee. Pricing to travel to the location and supply pictures of the site.	1		40.00	40.00
Snow removal with Tool Cat or Skid steer with large 72" two stage snow blower. Includes labor and machine.	1		140.00	140.00
Total				

MAT 8-22-24

**SERVICES AGREEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CODE ENFORCEMENT**

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide “code enforcement” sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2025. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the appropriate year.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services on properties that have been found to be non-compliant with City Ordinance 18-0301 “Failure to Remove Snow/Ice from Sidewalk”.

Location of Sidewalks

Contractor will be assigned sidewalks that have been found to be non-compliant. The non-compliant sidewalks will be assigned to the contractor following inspection by Street Department staff.

Sidewalk Inspection

Contractor will perform inspection prior to removal of snow. If it is found that sidewalk is within compliance contractor will be compensated for time based on negotiated fee outlined in Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk.

Icy Conditions

If requested by city staff, contractors will treat icy conditions on assigned privately owned sidewalks using appropriate and industry standard chemical applications. The contractor shall submit ice melt product specifications sheets. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions.

Timeframe

Contractor will be required to complete the snow and ice removal services of assigned sidewalks within 24 hours of notification from Street Department staff. During extreme conditions, the completion deadline may be extended but the contractor must start work within 24 hours of notification. In no event will the sidewalk condition exist beyond 72 hours.

Photographs

Contractor will be required to submit *before and after*, time and date stamped photographs of all cleaned sidewalks assigned to contractor. Photographs should include clear views of all sections of the sidewalk cleaned; as well as a clear view of the house number on the residence parallel to and adjacent to the cleaned sidewalk. Photographs will be submitted with contractor's bill to the city and will be used to verify snow and ice services performed. Incomplete or inaccurate photographs may result in loss of payment for the service.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

Property Damage

Contractor will be notified in writing by the Director of Public Works of any property damage that occurs as a result of snow and ice removal services. Notification will be within 48 hours of Director of Public Works becoming aware of such property damage. Property damage includes but is not limited to damage to homeowner turf, sprinkler systems, fences, etc. as a result of snow and ice removal services. Contractor will be solely and wholly financially liable for any damaged property, as a result of negligence on the part of the contractor. The contractor will repair, to the satisfaction of the Public Works Department, any damaged property in a timely manner in the spring season after the terms of this contract.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per sidewalk as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8/21/24

Valley Green & Associates

By: Nicole Seaberg

Its: Office Manager

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

BID SHEET

All sidewalks will be four and a half feet (4 ½') in width and will need to be bid accordingly.

Snow Removal Equipment Cost

Hourly Service	Fee Per Hour
Skid Steer Front Loader with Bucket and Operator	\$ 110
Skid Steer Front Loader with Snow Blower and Operator	\$ 110
Toolcat Utility Machine with Bucket and Operator	\$ 95
Toolcat Utility Machine with Snow Blower and Operator	\$ 95
Walk Behind Snow Blower and Operator	\$ 75
Laborer	\$ 75

Ice Removal Product Cost (price should include product and cost to apply)
(Attached Product Specification Sheet)

Product	Fee Per Pound/Gallon
Sidewalk Ice Melt	\$ 65A / 115

Sidewalk Inspection Fee (If the sidewalk is found within compliance and no work is required.)

Service	Fee per Occurrence
Inspection Fee	\$ 95



**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMANS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

August 22, 2024

30

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: Authorization to extend the 2023/2024 Street Snow Plowing Services Contract with Master Construction Company for the 2024/2025 snow season (RFP23138).

Commissioners:

Proposals were opened on Monday, August 8, 2023, in response to a Request for Proposal (RFP23138) for “Street Snow Plowing Services”. A total of one (1) sealed response was received. See attached bid tabulation. Based on the stated criteria and staff review, Master Construction Company was awarded the Street Snow Plowing Services Contract for the 2023/2024 snow season. As part of the 2023/2024 RFP, language was included that allows the agreement to be renewed on an annual basis.

The proposal was evaluated and Public Works staff recommended selection of Master Construction Company. Public Works staff has visited with the 2023/2024 approved contract holder, Master Construction Company, and at this time, we are requesting authorization to extend the contract for the 2024/2025 snow season under the terms of the initial 2023 RFP (RFP23138).

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP23138), to extend the initial 2023/2024 award contract for Street Snow Plowing Services Contract with Master Construction Company for the 2024/2025 snow season under the terms and conditions of the initial 2023 RFP (RFP23138).

Respectfully submitted,

Corey Houim
Public Works
Services Manager

Contractor Snow Cleaning Area

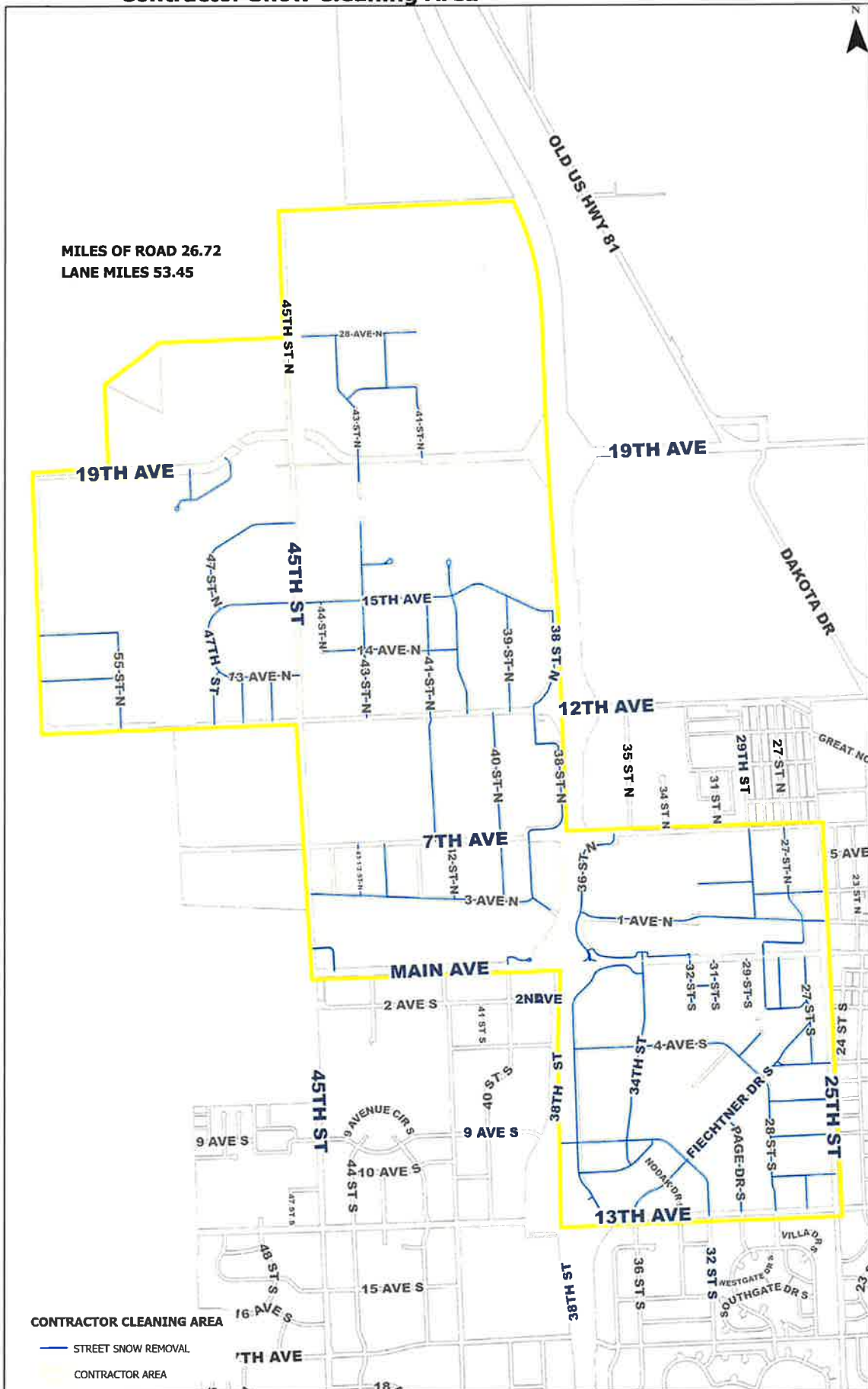


Exhibit B

SCHEDULE OF PRICES

CITY OF FARGO DEPARTMENT OF PUBLIC WORKS

STREET SNOW PLOWING

The undersigned agrees to furnish personnel and equipment described on the preceding pages in accordance with the terms of this Proposal and Agreement at the rates entered below and at such time as they may be requested by the City.

A quotation may be rejected if any alteration or erasure is made in entering the rates. Quotation rates must be entered in ink or typewritten.

Proposal

The following format may be used in the proposal to bid the Contractor area. The proposer may develop their own format, as long as all rates shown below are included.

Contractor Area Equipment Proposal

Equipment	Unit Price (per hour)	Available Units
Cat 14M Blade	\$375.00	2
JD 870 Blade	\$375.00	1

**STREET SNOW PLOWING SERVICES
AGREEMENT**

I. Agreement

This agreement is between the City of Fargo (City) and Master Construction Co., Inc. (Contractor) to provide street snow plowing services for the City. This agreement shall commence upon signing by both parties and ending May 31, 2025. The term of this agreement may be renewed on an annual basis by written mutual consent of both City and Contractor, provided the extension is signed by parties on or before September 15 of the contract year.

II. Scope of Services

As set forth within this agreement, Contractor shall provide snow removal operations on local city streets and rights-of-way within the city.

Snow Plowing Service Area

Contractor area map has been provided and attached as Exhibit A.

If at some point areas are added, City will work with Contractor on a mutually agreeable increase in service fees if the contract is renewed.

Removal of Snowfall

Contractor will complete plowing of snow from all city streets, cul-de-sacs and other right-of-ways within area designated as shown in Exhibit A.

Timeframe

Contractor area has been sized to allow snow removal operations to be completed in approximately 12 hours under typical storm conditions with optimum equipment allocations. Contractor will make every attempt to complete designated area in approximated time frame as previously stated.

Response Time

Contractor shall respond and begin snow removal operations within one (1) hour from the start time requested by City.

Equipment

Contractor will provide the designated equipment and manpower required for cleaning snow to include two motor graders, each with a moldboard measuring 12ft in length or greater and wing plow measuring 10ft in length or greater.

City reserves the right to reject any piece of equipment from continued or further engagement of services due to inability of the piece of equipment to function properly.

Safety

All snow removal will be conducted in a safe manner, with care given to the safety of the general public. All equipment shall be properly equipped and outfitted to meet all local, county, state or federal laws required for on-the-road emergency snow removal operations. City reserves the right to reject at any time, with notice to Contractor, any equipment that does not appear to meet any applicable legal requirements.

Personnel

Contractor shall provide City with the name, address and telephone number(s) for at least two designated contact personnel responsible for ensuring response to the City's request for snow removal service. Contractor shall ensure that at least one of the contact persons is available and accessible 24 hours per day, during the period the contract is in force including Saturdays, Sundays and Holidays.

Down Time

Contractor shall ensure that all equipment provided is maintained in a proper manner to minimize required maintenance or emergency repairs during the performance of snow removal operations. Contractor will not be compensated for any time in which a piece of equipment is not in operation.

Communications

Contractor will contact City before plowing operations begin and will ensure City issued portable automated vehicle location unit is activated. When Contractor area is completed, Contractor will contact City and confirm that Contractor area is completed.

Failure to do so may result in forfeiture of payment for that area.

III. Responsibility of the City

City shall oversee the execution of this agreement, disbursing of funds and provide discretion and direction to when, and if, plowing operations will be initiated.

IV. Contractor's Compensation and Seasonal Minimum Compensation

City will reimburse Contractor for services rendered per snow event as shown in the attached Exhibit B.

Contractor is guaranteed to be paid no less than \$80,000 (Minimum Compensation) for each snow season, provided Contractor has performed in accordance with all contract provisions throughout the snow season. If the total dollar amount paid to Contractor for that snow season equals less than the Minimum Compensation, City will pay Contractor the difference between the amount paid during the snow season and the Minimum Compensation. If Contractor has already been paid the amount of the Minimum Compensation or more for the snow season, it will not be entitled to any additional payment. If Contractor is called upon and does not respond, Minimum Compensation will be forfeited for season.

Eligible Seasonal Minimum Compensation amounts due or portions thereof shall be determined by City at the end of the snow season and the contractor shall submit an invoice after April 30, but before June 1, for payment.

If contract has been terminated prior to the end of the snow season, Seasonal Minimum Compensation will be forfeited.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

Contractor shall be responsible for any, and all, damage to private as well as public property (including public utilities) due to its own or its employee's negligence in performing snow removal operations.

Insurance shall be in such form as will protect Contractor from all claims and liabilities for damages for bodily injury, including accidental death, and for property damage, which may arise from operations under the contract whether such operation by themselves or by anyone directly or indirectly employed by them.

Contractor shall furnish certificates of the following insurance to the City of Fargo, Public Works Department:

1. Workers' Compensation
2. Public Liability in the amount of \$1,000,000 per person.
\$3,000,000 per accident and property damage in the amount of \$1,000,000 per accident. All such liability insurance shall apply to liability assured under these specifications.

City shall be named as an additional insured to the extent of the operations under this contract.

Failure to maintain insurance during this contract period will result in contract forfeiture and Seasonal Minimum Compensation will be forfeited.

All certificates of insurance required herein shall state that thirty (30) days written notice will be given to the City before the policy is canceled or changed. All certificates of insurance shall be delivered to the City prior to the time that any operations under this Contract are started.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Non-Performance

Contractor shall waive any and all objections, rights to objections and claims for additional compensation, damages or loss of revenue resulting from work performed by City either prior to, during, or after any scheduled or emergency snow removal operation in lieu of these contractual services as may be necessary due to nonperformance or excessive delays of Contractor.

XIII. Entire Agreement

The provisions as set forth and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: Aug. 8, 2024

Master Construction Co., Inc.

By: [Signature]

Its: PRES

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor



**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMANS & HYDRANTS**
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Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

August 27, 2024

31

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: Authorization to Extend the 2022/2023 Snow Groomer Services Contract with Midwest Snow Services LLC. for the 2024/2025 Winter Season (RFP22156).

Commissioners:

In September of 2022, Public Works issued a Request for Proposal (RFP) for “Snow Groomer Services” in association with the city snow hauling operations. Upon the closing of the RFP a total of two (2) sealed responses were received. Based on the stated criteria and staff review, Midwest Snow Services LLC. was awarded the Snow Groomer Services contract for the 2022/2023 snow season. As part of the 2022 RFP, language was included that allows for two (2) one (1) year extensions. Public Works staff has visited with Midwest Snow Services LLC., and at this time, we are requesting authorization to extend the contract for one year with a 3% (\$7.11) hourly price increase.

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP22156) to extend the 2022/2023 Snow Groomer Services contract with Midwest Snow Services LLC. for one year with a 3% hourly price increase.

Respectfully submitted,

Corey Houim
Services Manager
Public Works

**Bid Tabulation for Snow Groomer Equipment Services
City of Fargo RFP 22156
Bids Received September 29th, 2022**

Proposer	Quantity	2011 BisonX Prinsoth 14' Blade	Quantity	2012 BisonX Prinsoth 14' Blade	Quantity	2004 Bombardier BR350 14' Blade
Midwest Snow Services LLC	1	\$230.00	1	\$230.00	1	\$220.00
Glacier Snow Management	1	\$245.00	1	\$245.00	-	-

SERVICES AGREEMENT

SNOW GROOMER EQUIPMENT SERVICES

I. Agreement

This agreement is between the City of Fargo (City) and Midwest Snow Services LLC (Contractor) to provide snow groomer equipment services for the City. This agreement shall commence upon signing by both parties and expire on October 1, 2025. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for one (1) additional one (1) year extensions, provided the extension is signed by parties on or before September 30 of the contract year. A mutually agreeable contract increase may be initiated in August of the renewing year.

II. Scope of Services

Contractor agrees to provide two (2) Snow Groomers for purposes of moving snow to assist and supplement the City's snow removal operations. The Snow Groomer service will pile snow that has been hauled to the City snow retention location. Contractor must ensure that all equipment is properly insured, registered and inspected. Contractor is responsible for the condition of the equipment, and if unsatisfactory to the sole discretion of City, the equipment will be removed from service and billable time will cease. Contractor is responsible for ensuring all drivers/operators are properly licensed. Contractor must comply with all State, Federal and Local laws, regulations and ordinances applicable to the operation of Contractor's equipment.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds. City shall be entitled to verify the condition and registration of the equipment, as well as contractor license/driver operators' license status.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor at a rate of;

- \$244.01 Snow Groomer 2011 Prinoth Bison X,
- \$244.01 Snow Groomer 2012 Prinoth Bison X,

Commencing at the time of arrival of each piece of equipment at the location and start time designated by the City, until such time the equipment is released by the City, to the nearest ½ hour. Absolutely no payment will be made for time lost due to equipment breakdowns, maintenance or repairs, lunch or dinner periods, or any other reasons that take the equipment out of service. Equipment cost will include operator, fuel, maintenance, repairs, transportation to and from City of Fargo snow retention areas, and all other associated costs of operation.

Contractor shall receive no less than \$5,000 per snow groomer contracted for the contract period, provided Contractor is not in breach of the terms of this Agreement at the end of the contract period. Failure to provide the equipment and operator when properly noticed

shall be deemed a default. Termination prior to the end of the contract period shall be deemed a default, terminating the City's obligation to pay the minimum compensation amount.

Final invoices shall be submitted no later than November 1 of the contract year. Contractor will be paid either the amount due for services rendered or the Minimum Compensation Amount, whichever is greater.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. Contractor's employees must be covered by North Dakota's Workers Compensation. Contractor shall carry appropriate liability insurance coverage, including but not limited to Public Liability Insurance in the amount of \$1,000,000 per person, \$500,000 per accident, and property damage in the amount of \$300,000 per accident. Contractor shall provide City as Certificate of Insurance naming the City of Fargo as an additional insured, and such insurance must be maintained during the term of this Agreement and any extension agreed to thereafter.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth herein including Request for Proposal, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8-8-24

CONTRACTOR

Midwest Snow Services

By: Tanner Perkus

Its: owner

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor



**FLEET MANAGEMENT, FORESTRY
STREETS & SEWERS
WATERMANS & HYDRANTS**
402 23rd Street North
Fargo, ND 58102
Phone: 701.241.1453 | Fax: 701.241.8100
FargoND.gov

August 27, 2024

The Honorable Board of City Commissioners
225 4th Street N.
City of Fargo
Fargo, ND 58102

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RE: Authorization to extend the 2022/2023 Sidewalk Snow and Ice Removal Services for City Owned Properties Contract with Valley Green & Associates for the 2024/2025 snow season (RFP22139).

Commissioners:

On August 11th 2022, a total of two (2) proposals were received for the Request for Proposals for Sidewalk Snow and Ice Removal Services for City Owned Properties (RFP22139). The contracted service will assist Public Works with snow and ice removal from city owned sidewalks. See the attached bid tabulation. Based on the stated criteria and staff review, Valley Green & Associates was awarded the Sidewalk Snow and Ice Removal Services for City Owned Properties Contract for the 2022/2023 snow season. As part of the 2022/2023 RFP, language was included that allows for two (2) one (1) year extensions.

The proposals were evaluated and Public Works staff recommended selection of Valley Green & Associates. Public Works staff has visited with the 2022/2023 approved contract holder, Valley Green & Associates, and at this time, we are requesting authorization to extend the contract for the 2024/2025 snow season under the terms of the initial 2022 RFP (RFP22139).

RECOMMENDED MOTION: I/we hereby move based on the request for proposal (RFP22139), to extend the initial 2022/2023 award contract for Sidewalk Snow and Ice Removal Services for City Owned Properties Contract with Valley Green and Associates for the 2024/2025 snow season under the terms and conditions of the initial 2022 RFP (RFP22139).

Respectfully submitted,

Corey Houim
Services Manager
Fargo Public Works

City of Fargo Sidewalk Snow Removal - Section A

	Location	Map Page #	Snow Removal \$ Amount	Chemical Application \$ Amount
1	4477 Riverwood Drive North	1	\$7.85	\$8.90
2	4525 Riverwood Drive North	1	\$7.85	\$8.90
3	901 41st Avenue North	2	\$8.00	\$9.00
4	902 41st Avenue North	2	\$8.00	\$9.00
5	906 41st Avenue North	2	\$8.00	\$9.00
6	901 42nd Avenue North	2	\$8.00	\$9.00
7	902 42nd Avenue North	2	\$8.00	\$9.00
8	906 42nd Avenue North	2	\$8.00	\$9.00
9	40th Ave N Bridge Sidewalk and Approach	2	\$25.00	\$27.50
10	3715 10th ST N	3	\$7.85	\$8.90
11	36th Ave N and University Dr.	4	\$45.00	\$50.00
12	35th Ave NE & Elm St (Loop)	5	\$7.85	\$8.90
13	955 32nd Ave N	6	\$7.85	\$8.90
14	2921 2 St N	7	\$7.85	\$8.90
15	2922 2 St N	7	\$7.85	\$8.90
16	2925 2 St N	7	\$7.85	\$8.90
17	2926 2 St N	7	\$7.85	\$8.90
18	160 N Woodcrest Dr N	8	\$7.85	\$8.90
19	166 N Woodcrest Dr N	8	\$7.85	\$8.90
20	19th Ave N, 45th St to 41st St	9	\$175.00	\$195.00
21	45th St. Railroad Crossing	9	\$15.00	\$17.00
22	19th Ave N, I29 Overpass	10	\$100.00	\$110.00
23	101 Woodland Dr N	11	\$7.85	\$8.90
24	97 Woodland Dr N	11	\$7.85	\$8.90
25	93 Woodland Dr N	11	\$7.85	\$8.90
26	89 Woodland Dr N	11	\$7.85	\$8.90
27	85 Woodland Dr N	11	\$7.85	\$8.90
28	81 Woodland Dr N	11	\$7.85	\$8.90
29	75 Woodland Dr N	11	\$7.85	\$8.90
30	69 Woodland Dr N	11	\$7.85	\$8.90
31	63 Woodland Dr N	11	\$7.85	\$8.90
32	55 Woodland Dr N	11	\$7.85	\$8.90
33	51 Woodland Dr N	11	\$7.85	\$8.90
34	45 Woodland Dr N	11	\$7.85	\$8.90
35	41 Woodland Dr N	11	\$7.85	\$8.90
36	37 Woodland Dr N	11	\$7.85	\$8.90
37	31 Woodland Dr N	11	\$7.85	\$8.90
38	25 Woodland Dr N	11	\$7.85	\$8.90
39	19 Woodland Dr N	11	\$7.85	\$8.90
40	15 Woodland Dr N	11	\$7.85	\$8.90
41	7 Woodland Dr N	11	\$7.85	\$8.90
42	1625 Elm St	11	\$7.85	\$8.90
43	1619 Elm St	11	\$7.85	\$8.90
44	1613 Elm St	11	\$7.85	\$8.90
45	1607 Elm St	11	\$7.85	\$8.90
46	1601 Elm St	11	\$7.85	\$8.90
47	1519 Elm St	11	\$7.85	\$8.90
48	1501 Elm St	11	\$7.85	\$8.90
49	1455 Elm St	11	\$7.85	\$8.90
50	1318 Elm St	12	\$7.85	\$8.90
51	1314 Elm St	12	\$7.85	\$8.90
52	1313 Elm St	12	\$7.85	\$8.90
53	1341 Oak St	12	\$7.85	\$8.90
54	1333 Oak St	12	\$7.85	\$8.90
55	12 N Terrace	13	\$7.85	\$8.90

56	16 N Terrace	13	\$7.85	\$8.90
57	18 N Terrace	13	\$7.85	\$8.90
58	24 N Terrace	13	\$7.85	\$8.90
59	26 N Terrace	13	\$7.85	\$8.90
60	40 N Terrace	13	\$7.85	\$8.90
61	42 N Terrace	13	\$7.85	\$8.90
62	44 N Terrace	13	\$7.85	\$8.90
63	46 N Terrace	13	\$7.85	\$8.90
64	60 N Terrace	13	\$7.85	\$8.90
65	62 N Terrace	13	\$7.85	\$8.90
66	64 N Terrace	13	\$7.85	\$8.90
67	66 N Terrace	13	\$7.85	\$8.90
68	68 N Terrace	13	\$7.85	\$8.90
69	70 N Terrace	13	\$7.85	\$8.90
70	139 S Terrace	13	\$7.85	\$8.90
71	135 S Terrace	13	\$7.85	\$8.90
72	129 S Terrace	13	\$7.85	\$8.90
73	125 S Terrace	13	\$7.85	\$8.90
74	99 S Terrace	13	\$7.85	\$8.90
75	95 S Terrace	13	\$7.85	\$8.90
76	93 S Terrace	13	\$7.85	\$8.90
77	87 S Terrace	13	\$7.85	\$8.90
78	8 S Terrace	13	\$7.85	\$8.90
79	79 S Terrace	13	\$7.85	\$8.90
80	63 S Terrace	13	\$7.85	\$8.90
81	53 S Terrace	13	\$7.85	\$8.90
82	49 S Terrace	13	\$7.85	\$8.90
83	45 S Terrace	13	\$7.85	\$8.90
84	41 S Terrace	13	\$7.85	\$8.90
85	37 S Terrace	13	\$7.85	\$8.90
86	33 S Terrace	13	\$7.85	\$8.90
87	31 S Terrace	13	\$7.85	\$8.90
88	27 S Terrace	13	\$7.85	\$8.90
89	23 S Terrace	13	\$7.85	\$8.90
90	17 S Terrace	13	\$7.85	\$8.90
91	1102 7th Ave N	14	\$10.00	\$12.50
92	1112 7th Ave N	14	\$10.00	\$12.50
93	1114 7th Ave N	14	\$10.00	\$12.50
94	1116 7th Ave N	14	\$10.00	\$12.50
95	15th St N & Dakota Drive	15	\$20.00	\$25.00
96	14th St N & 7th Ave	16	\$30.00	\$39.50
97	1600 7th Ave N (Northside of drainage ditch)	16	\$15.00	\$17.75
98	1603 3rd Ave N	17	\$15.00	\$17.75
99	34th St N & 7th Ave	18	\$15.00	\$17.75
100	2101,2015 6th Ave S	19	\$15.00	\$17.75
101	319-321 18th St S	19	\$15.00	\$17.75
102	9th Ave S & 21st St	20	\$15.00	\$17.75
103	1512 48th St S	21	\$32.00	\$40.00
104	1568 48th St S	21	\$32.00	\$40.00
105	1703 49 St S	22	\$15.00	\$17.75
106	1705 52 St S	22	\$15.00	\$17.75
107	1837 35th ST S	23	\$17.50	\$21.13
108	17th Ave S & 32nd ST	24	\$100.00	\$120.00
109	University Drive 14th Ave to 15 1/2 Ave S	25	\$65.00	\$79.90
110	1114 4 St S	26	\$7.85	\$8.90
111	1118 4 St S	26	\$7.85	\$8.90
112	1124 4 St S	26	\$7.85	\$8.90
113	1128 4 St S	26	\$7.85	\$8.90
114	1204 4 St S	26	\$7.85	\$8.90

115	1308 S. River Rd	27	\$7.85	\$8.90
116	1330 S. River Rd	27	\$7.85	\$8.90
117	1334 S. River Rd	27	\$7.85	\$8.90
118	1342 S. River Rd	27	\$7.85	\$8.90
119	1348 S. River Rd	27	\$7.85	\$8.90
120	1408 S. River Rd	27	\$7.85	\$8.90
121	1414 S. River Rd	27	\$7.85	\$8.90
122	1422 S. River Rd	27	\$7.85	\$8.90
123	1430 S. River Rd	27	\$7.85	\$8.90
124	1436 S. River Rd	27	\$7.85	\$8.90
125	1442 S. River Rd	27	\$7.85	\$8.90
126	1450 S. River Rd	27	\$7.85	\$8.90
127	1454 S. River Rd	27	\$7.85	\$8.90
128	2959 32nd St S	28	\$7.85	\$8.90
129	2922 33rd St S	28	\$7.85	\$8.90
130	2925 Parkview Dr S	28	\$10.00	\$12.50
131	2631 Parkview Dr S	28	\$10.00	\$12.50
132	2696 Wheatland Dr S	28	\$10.00	\$12.50
133	28th Ave & Parkview Ln	28	\$20.00	\$25.00
134	26th Ave S & 33rd St S	28	\$30.00	\$39.00
135	4120 30th Ave S	29	\$35.00	\$45.00
136	2948 41st St S.	29	\$35.00	\$45.00
137	705 12th St N.		\$12.00	\$15.00
138	1117 3rd Ave N.		\$12.00	\$15.00
139	2102 6th Ave S.		\$67.50	\$72.50
140	916 5th Ave S.		\$12.00	\$15.00
141	1714 5th Ave S.		\$12.00	\$15.00
142	802 32nd St N.		\$45.00	\$50.00
143	3129 7th Ave N.		\$25.00	\$40.00
144	1714 5th Ave S.		\$12.00	\$15.00
145	69 4th St N.		\$67.50	\$72.50
Section A Totals			\$2,056.65	\$2,393.63

City of Fargo Sidewalk Snow Removal - Section B				
	Location	Map Page #	Snow Removal \$ Amount	Chemical Application \$ Amount
1	2610 Kirsten Lane S.	30	\$100.00	\$105.00
2	32nd Ave S, 22nd St S to 18th St S (north side)	31	\$100.00	\$105.00
3	University Dr S, 32nd Ave to 34th Ave (west median)	32	\$100.00	\$105.00
4	801 Harwood Dr S	33	\$7.85	\$8.90
5	701 Harwood Dr S	33	\$7.85	\$8.90
6	619 Harwood Dr S	33	\$7.85	\$8.90
7	601 Harwood Dr S	33	\$7.85	\$8.90
8	517 Harwood Dr S	33	\$7.85	\$8.90
9	509 Harwood Dr S	33	\$7.85	\$8.90
10	502 Harwood Dr S	33	\$7.85	\$8.90
11	501 Harwood Dr S	33	\$7.85	\$8.90
12	437 Harwood Dr S	33	\$7.85	\$8.90
13	520 Hackberry Dr S	33	\$7.85	\$8.90
14	610 Hackberry Dr S	33	\$7.85	\$8.90
15	618 Hackberry Dr S	33	\$7.85	\$8.90
16	626 Hackberry Dr S	33	\$7.85	\$8.90
17	702 Hackberry Dr S	33	\$7.85	\$8.90
18	714 Hackberry Dr S	33	\$7.85	\$8.90
19	720 Hackberry Dr S	33	\$7.85	\$8.90
20	802 Hackberry Dr S	33	\$7.85	\$8.90
21	3680 River Drive S	34	\$7.85	\$8.90
22	3702 River Drive S	34	\$7.85	\$8.90
23	3714 River Drive S	34	\$7.85	\$8.90
24	3720 River Drive S	34	\$7.85	\$8.90
25	3726 River Drive S	34	\$7.85	\$8.90
26	3732 River Drive S	34	\$7.85	\$8.90
27	3738 River Drive S	34	\$7.85	\$8.90
28	3802 River Drive S	34	\$7.85	\$8.90
29	3808 River Drive S	34	\$7.85	\$8.90
30	3820 River Drive S	34	\$7.85	\$8.90
31	3830 River Drive S	34	\$7.85	\$8.90
32	3832 River Drive S	34	\$7.85	\$8.90
33	3838 River Drive S	34	\$7.85	\$8.90
34	3902 River Drive S	34	\$7.85	\$8.90
35	3914 River Drive S	34	\$7.85	\$8.90
36	3920 River Drive S	34	\$7.85	\$8.90
37	3926 River Drive S	34	\$7.85	\$8.90
38	University Dr S, 37th Ave to 40th Ave (west side)	34	\$100.00	\$118.90
39	University Dr S, 40th Ave to 43rd Ave (west side)	35	\$160.00	\$190.00
40	1508 41st Ave S	35	\$15.00	\$20.00
41	32nd St S and 37th Ave S	36	\$35.00	\$41.25
42	40th Ave S, 18th St to 22nd St (north side)	37	\$100.00	\$110.00
43	40th Ave S, Both sides (36th St to 33rd St) and north side (36th St to 25th St)	37	\$300.00	\$350.00
44	2130 Sterling Rose Ln S	37	\$7.85	\$8.90
45	3227 39 Ave S	37	\$7.85	\$8.90
46	3233 39 Ave S	37	\$7.85	\$8.90
47	3301 39 Ave S	37	\$7.85	\$8.90
48	3305 39 Ave S	37	\$7.85	\$8.90
49	3309 39 Ave S	37	\$7.85	\$8.90
50	3311 39 Ave S	37	\$7.85	\$8.90
51	3315 39 Ave S	37	\$7.85	\$8.90
52	3321 39 Ave S	37	\$7.85	\$8.90
53	3333 39 Ave S	37	\$7.85	\$8.90
54	3339 39 Ave S	37	\$7.85	\$8.90
55	3347 39 Ave S	37	\$7.85	\$8.90
56	3355 39 Ave S	37	\$7.85	\$8.90

57	3361 39 Ave S	37	\$7.85	\$8.90
58	3365 39 Ave S	37	\$7.85	\$8.90
59	3369 39 Ave S	37	\$7.85	\$8.90
60	3373 39 Ave S	37	\$7.85	\$8.90
61	3401 39 Ave S	37	\$7.85	\$8.90
62	3405 39 Ave S	37	\$7.85	\$8.90
63	3409 39 Ave S	37	\$7.85	\$8.90
64	3415 39 Ave S	37	\$7.85	\$8.90
65	3419 39 Ave S	37	\$7.85	\$8.90
66	3423 39 Ave S	37	\$7.85	\$8.90
67	3427 39 Ave S	37	\$7.85	\$8.90
68	4003 Copperfield Ct S	37	\$7.85	\$8.90
69	4009 Copperfield Ct S	37	\$7.85	\$8.90
70	4015 Copperfield Ct S	37	\$7.85	\$8.90
71	4021 Copperfield Ct S	37	\$7.85	\$8.90
72	4027 Copperfield Ct S	37	\$7.85	\$8.90
73	4033 Copperfield Ct S	37	\$7.85	\$8.90
74	4497 Oakcreek Dr S	38	\$7.85	\$8.90
75	4493 Oakcreek Dr S	38	\$7.85	\$8.90
76	4489 Oakcreek Dr S	38	\$7.85	\$8.90
77	4485 Oakcreek Dr S	38	\$7.85	\$8.90
78	4481 Oakcreek Dr S	38	\$7.85	\$8.90
79	4477 Oakcreek Dr S	38	\$7.85	\$8.90
80	4473 Oakcreek Dr S	38	\$7.85	\$8.90
81	4469 Oakcreek Dr S	38	\$7.85	\$8.90
82	4465 Oakcreek Dr S	38	\$7.85	\$8.90
83	4461 Oakcreek Dr S	38	\$7.85	\$8.90
84	4457 Oakcreek Dr S	38	\$7.85	\$8.90
85	4453 Oakcreek Dr S	38	\$7.85	\$8.90
86	4449 Oakcreek Dr S	38	\$7.85	\$8.90
87	25th St S, Rose Creek Pkwy S to Carrie Rose Ln (do both sides on bridge)	38	\$95.00	\$105.00
88	4733 Douglas Dr S	38	\$7.85	\$8.90
89	4741 Douglas Dr S	38	\$7.85	\$8.90
90	4749 Douglas Dr S	38	\$7.85	\$8.90
91	36th St S, 38th Ave to 39th Ave (east side)	39	\$50.00	\$60.00
92	40th Ave S, 36th St to 40th St.	39	\$300.00	\$330.00
93	3949 40th Ave S	39	\$25.00	\$27.00
94	37th Ave S at Dorothea Ct	40	\$31.00	\$37.00
95	44th Ave S, 45th ST to 53rd Ave	41	\$145.00	\$160.00
96	4497 53rd ST S	42	\$23.00	\$28.00
97	4500 53rd ST S	42	\$23.00	\$28.00
98	4610 53rd ST S	42	\$23.00	\$28.00
99	4551 47th ST S	43	\$23.00	\$27.50
100	4570 47th ST S	43	\$23.00	\$27.50
101	4688 47th ST S	43	\$23.00	\$27.50
102	4691 47th ST S	43	\$23.00	\$27.50
103	42nd St S , 47th to 49th Ave S	44	\$35.00	\$37.00
104	4871 41st St S	44	\$37.00	\$39.00
105	4992 41st St S	44	\$30.00	\$32.00
106	3590 47 Ave S	45	\$15.00	\$17.00
107	3591 47 Ave S	45	\$15.00	\$17.00
108	52nd Ave S, both sides (20th St S to University Dr) north side (25th St S to 20th St S)	46	\$290.00	\$300.00
109	5209 20th St S	46	\$12.50	\$15.00
110	1702 52nd Ave S	46	\$7.85	\$8.90
111	58th Ave S at University Dr	47	\$37.50	\$41.00
112	7005 University Dr S	48	\$7.85	\$8.90

113	64th Ave S, 21st St S to University Dr S	49	\$165.00	\$175.00
114	25th St S, 58th Ave S to 64th Ave S	50	\$200.00	\$220.00
115	64th Ave S, 28th St to 33rd St	51	\$200.00	\$220.00
116	25th St S, 67th Ave S to 70th Ave S	52	\$185.00	\$195.00
Section B Totals			\$3,682.70	\$4,095.95

**SERVICES AGREEMENT
SIDEWALK SNOW AND ICE REMOVAL SERVICES
CITY OWNED PROPERTIES**

I. Agreement

This agreement is between the City of Fargo (City) and Valley Green & Associates (Contractor) to provide “city owned properties” sidewalk snow and ice removal services for the City. This agreement shall commence upon signing by both parties and expire on April 15, 2025. The term of this agreement may be extended, if accepted and signed by the Contractor and City, for two (2) additional one (1) year extensions, provided the extension is signed by parties on or before September 15 of the contract year.

II. Scope of Services

The contractor will perform the sidewalk snow and ice removal services as set forth within this agreement. It will be up to the individual contractor’s discretion to perform the services as weather conditions permit.

Location of Sidewalks

A complete list of addresses has been provided and attached as Exhibit A.

Removal of Snowfall

Contractor will remove all snowfall accumulation from assigned sidewalks. Contractor will use whatever method it determines, in its sole and absolute discretion, to be the most appropriate method to clear any snow accumulation. Contractor will be required to clear the sidewalk of snow and ice to the full width of the sidewalk and clear all crosswalks and approaches onto city streets so as to maintain a passable sidewalk and crosswalk. Contractor will be responsible to remove snow from crosswalks and approaches after city plows have made snow removal passes during snow events.

Icy Conditions

Contractor shall treat icy conditions using appropriate and industry standard chemical applications as necessary. The ice melt product is to be applied according to manufacturer recommended application rates or as necessary to reach the desired conditions.

Timeframe

Contractor will be required to complete snow removal of assigned sidewalks as to comply with **CITY ORDINANCE 18-0301**.

Obstructions

Contractor will not be responsible for snow and ice removal of areas that are obstructed and unable to be cleared. Contractor will, however, make a reasonable effort to clear between and around such obstructions. In the event that an obstruction requires additional visits to complete the snow and ice removal, additional fees may be billed which will be reviewed and paid on a case by case basis. For complete payment, time-stamped photographs may be required to prove obstructions exist.

Safety

All snow and ice management services will be conducted in a safe manner, with care given to the safety of the general public. This includes having all equipment outfitted with the proper lighting devices so as to be visible while operating.

III. Responsibility of the City

City shall oversee the execution of this agreement and disbursing of funds.

IV. Contractor's Compensation and Method of Payment

City will reimburse Contractor for services render per snow event as shown in the attached Exhibit A. All final invoices shall be submitted no later than May 1 of the contract year.

V. Termination of the Agreement

This contract may be terminable at will by either party after giving ten (10) days written notice to the other party.

VI. Assignability

This agreement will not be assigned or transferred by Contractor to another party without the prior written consent of the City.

VII. Hold Harmless and Insurance

Contractor agrees to indemnify and hold City harmless from any and all claims, demands or causes of action resulting from the provision of services as described in this contract. All insurance (Worker's Compensation, Comprehensive General Liability, and/or Automobile) shall be maintained at the expense of the contractor during the term of this contract.

VIII. Contractor Records

Contractor shall maintain accurate and updated records of all reimbursable services provided to City under the terms of this agreement, and shall record the date such services are provided. Such records shall conform to generally recognized accounting principles. The City, or their authorized representatives, shall have access to any records of Contractor pertinent to the agreement.

IX. Monitoring and Evaluation

City may monitor and evaluate Contractor progress and performance to assure that the terms of this agreement are being satisfactorily met. Contractor shall cooperate with City relating to such monitoring and evaluation.

X. Independence of Recipient

Contractor is not the agent or employee of City. Contractor is solely responsible for its acts and the acts of its agents, employees and subcontractors.

XI. Conflict of Interest

Contractor agrees that it does not have any undisclosed influence or relationship with City staff regarding the award or performance of this contract.

XII. Entire Agreement

The provisions as set forth in Items I, and all attachments of this agreement constitute the entire agreement between the parties.

IN WITNESS WHEREOF, the undersigned enter into this agreement.

Date: 8/21/24

Valley Green & Associates

By: Nicole Seaberg

Its: Office Manager

Date: _____

CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

September 3rd, 2024

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

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Dear Commissioners:

On June 24th, 2024, the City of Fargo Commission adopted the MATBUS Transit Reorganization Study completed by KLJ, Inc. and authorized staff to implement the study recommendations, including transitioning Moorhead transit employees to the City of Fargo and drafting changes to the Joint Powers Agreement (JPA) with Moorhead.

The Interim JPA between Fargo and Moorhead has been drafted to establish a reconstituted Metro Area Transit Board (MAT Board) and oversee implementation of an organization structure and operational practices recommended by the Study. The Interim JPA outlines the following:

- **Reconstituted MAT Board Membership:** Membership includes Fargo City Commission (2); Fargo Transit Director; Fargo Finance Director; Moorhead City Council (2); Moorhead Finance Director; Moorhead Administrative Designee; West Fargo Administrative Designee; Dilworth Administrative Designee; Metro COG Director; and NDSU Designee.
- **Term of Agreement:** Until such time as new Joint Powers Agreement between Fargo and Moorhead and a Cost Allocation Plan are finalized.
- **Primary Functions of the Board:**
 - Development of new JPA;
 - Oversee transition to 2025 organizational structure / staffing plan;
 - Ensure implementation of budget principles for 2025/2026;
 - Continue ongoing coordination with the City of Dilworth, City of West Fargo, NDSU, Moorhead Area Colleges and other partners through the organizational transition;
 - Coordination with MnDOT, NDDOT and Metro COG on state and Federal programming decisions and approval of the Cost Allocation Plan; and
 - Guidance and input on the pending Transit Development Plan (TDP) update.
- **Other Duties of the Board:** Review and recommend U-Pass contracts, NDSU and West Fargo service agreements, driver services contract, general contracts and agreements, marketing/outreach, capital planning and facility development, system operations and service planning, mobility management, emergency preparedness and vehicle leasing.
- **Staffing and Support Resources:**
 - Transition Moorhead staff to Fargo employment in December 2024.
 - Hire a Senior Accountant to replace the retiring Moorhead Transit Manager to manage state and federal grants applications, reports, and budgets for the MATBUS Public Transit System. This includes Moorhead compensating Fargo for expenses for securing and employing the Senior Accountant for the duration of

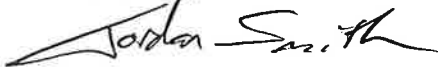
2024 for training under the Moorhead Transit Manager. Beginning in CY2025, MATBUS staffing costs will be shared across all participating entities.

- **Technical and Support Staff:** Fargo will provide technical reports and guidance to the Board and coordinate with the Metropolitan Council of Government.
- **Funding:** Fargo, as designated recipient for Federal transit grant funds, will coordinate allocation of funds in an equitable and cooperative manner between participating entities.
- **Existing JPA:** Existing JPA terms will remain in effect to the extent that the Interim Agreement does not supersede or replace the terms.

The Interim Joint Powers Agreement was approved by Moorhead City Council on 8/26/2024.

Requested motion: Move to approve the Interim Joint Powers Agreement with the City of Moorhead for implementation of the Transit Reorganization Study.

Respectfully,

A handwritten signature in black ink that reads "Jordan Smith". The signature is written in a cursive style with a long horizontal stroke at the end.

Jordan Smith
City of Fargo Assistant Transit Director - Fleet and Facilities

INTERIM JOINT POWERS AGREEMENT

This Interim Joint Powers Agreement (the “Interim Agreement”), made by and between the city of Fargo, a North Dakota municipal corporation, and the city of Moorhead, a Minnesota municipal corporation, is for the purpose of establishing a reconstituted Metro Area Transit Board to develop and oversee implementation of an organizational structure and operational practices to recognize and comply with the recent Large Urban designation (Large UZA) for the regional public transit system by the Federal Transit Authority.

RECITALS

1. The parties hereto agree and understand that this Interim Agreement will be replaced when a new Joint Powers Agreement between Fargo and Moorhead, which includes purchase of service and system cost and review allocation methodology between the participating entities, is approved and adopted.
2. Fargo and Moorhead have adopted and approved the commissioned Transit Reorganization Study and are committed to its implementation, including addressing staffing alignments as recommended.
3. Pursuant to Chapter 54-40.3, N.D.C.C., and Minnesota Statutes § 471.59 (joint exercise of powers), the above-named governmental units have the legal authority to enter into an agreement, through action of their respective governing bodies, to jointly or cooperatively exercise any power common to the contracting powers or any similar powers, including those which are the same except for territorial limits within which they may be exercised.
4. The parties desire to enter into this Interim Agreement whereby a reconstituted transit board will coordinate transit system services for the Fargo- Moorhead area as described herein.
5. The parties believe that this Interim Agreement governing the duties and expectations of the parties is in the best interests of their respective governmental units.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

1. Reconstituted Metro Area Transit (MAT) Board Membership

The parties hereby agree that the MAT Board previously established by an agreement dated December, 2007 and confirmed by Agreement dated December 6, 2011, shall be reconstituted to consist of the following member entities:

The MAT Board (the “Board”) shall consist of members appointed by the following governing bodies or institutional entities who are recognized as having a financial stake in the operation of MAT:

- A. Two (2) Fargo City Commission Members;
- B. Fargo Transit Director;
- C. Fargo Finance Director;
- D. Two (2) Moorhead City Council Members;
- E. Moorhead Finance Director;
- F. Moorhead Administrative Designee;
- G. West Fargo Administrative Designee;
- H. Dilworth Administrative Designee;
- I. Fargo-Moorhead Metropolitan Council of Governments Director; and
- J. NDSU Designee.

Chair, one (1) appointed from within the membership and such person shall serve two-year term.

A quorum will be reached by seven (7) members of the Board being present at a scheduled meeting. Board items requiring action need a simple majority to pass.

2. Term of Agreement

This Interim Agreement and the provisions stated herein shall continue until such time as it is replaced with a new Joint Powers Agreement between Fargo and Moorhead and a Cost Allocation Plan with cost and revenue sharing for purchase of service between member entities are finalized.

3. Primary Functions of the Board

The Board primary objectives which support its overall goal to provide a coordinated public transit system within the FM Metropolitan Area are as follows:

- a. Development of new Joint Powers Agreement (JPA) between Fargo and Moorhead;
- b. Oversee transition to 2025 organizational structure / staffing plan;
- c. Ensure implementation of budget principles for 2025/2026;
- d. Continue ongoing coordination with the City of Dilworth, City of West Fargo, NDSU, Moorhead Area Colleges and other partners through the organizational transition;
- e. Coordination with MnDOT, NDDOT and Metro COG on state and Federal programming decisions and approval of the Cost Allocation Plan,(Exhibit A);and
- f. Guidance and input on the pending Transit Development Plan (TDP) update.

4. Other Duties of the Board

The Board will oversee the following items:

- a. Budgets: The Board shall review and recommend transit budgets for participating jurisdictions and parties.
- b. Fares: The Board shall consider public comments regarding any changes to fares and pricing annually and make recommendations to participating jurisdictions.

- c. U-Pass: The Board shall review and recommend annual U-Pass contracts with participating institutions of higher learning for access fees for unlimited rides for students on the MATBUS System.
 - d. NDSU: The Board shall review and recommend the transit service agreement with NDSU prior to approval by the Fargo City Commission.
 - e. West Fargo: The Board shall review and recommend the West Fargo service agreement prior to approval by the Fargo and West Fargo City Commission.
 - f. Drivers Services Contract: The Board shall review and recommend the drivers services contract prior to jurisdictional actions.
 - g. General contracts and agreements: The Board shall review and recommend various agreements as determined necessary.
 - h. Marketing/Outreach: The Board shall review the annual marketing and outreach plan/budget prior to implementation.
 - i. Capital Planning and Facility Development: The Board shall annually review and comment on capital and facility plans.
 - j. System Operations and Service Planning: The Board shall review and comment on system operations and facility plans as they are developed.
 - k. Mobility Management: The Board shall review and comment annually on Mobility Management efforts.
 - l. Emergency Preparedness: The Board shall review and comment on Emergency Preparedness Plans for the metro area to include equitable usage of the MATBUS fleet in participating jurisdictions.
 - m. Vehicle Leasing: The Board shall oversee the transition to leasing Moorhead's fixed route fleet to Fargo, for full integration into the MATBUS system, ensuring insurance coverage is compliant with State of Minnesota requirements.
5. Staffing and Support Resources
- a. Staffing Transition. As part of the adopted reorganization study, there has been determined a need for staffing changes and resource reallocation. Fargo agrees that Fargo shall employ such staff as necessary to transition the services provided by existing Moorhead employees, and that all existing staff assigned to the MAT system by each party shall support the Board as necessary to assist it in carrying out the purposes and powers of this Interim Agreement. Fargo agrees to present employment offers to current Moorhead employed transit staff for the positions of Marketing Manager and Office Associate III. Fargo agrees these duties are essential to the operations of the Transit Department and if Moorhead staff decline employment offers, the duties of these positions will be fulfilled through normal hiring practices. The Reorganization Study provides for the employment of a dedicated Senior Accountant to Transit and recognizes the 2024 retirement of the current Moorhead Transit Manager. Moorhead agrees to compensate Fargo for the entirety of the expense of securing and employing a Senior Accountant for the duration of 2024, pending approval of the State of Minnesota, with the understanding that the Moorhead Transit Manager will use this orientation period to train the Senior Accountant on State of Minnesota and Federal grant applications and reports

and Moorhead financial budgets and reports for the purposes of transitioning grant management from the Moorhead Transit Director to the Senior Accountant. In 2025, the cost for the Senior Accountant shall be allocated in accordance with the agreed upon cost share agreement.

- b. Technical and Support Staff. The City of Fargo transit staff will provide technical reports and guidance to the Board. Metro COG through its Uniform Planning Work Program (UPWP) will coordinate the proceedings of the Board. Fargo Staff agrees to provide information to Metro COG in a timely fashion to support the function of the Board.

6. Funding.

The Federal Transit Authority shall provide funding to the city of Fargo as the Designated Recipient. As the Designated Recipient, Fargo shall provide funding to participating entities. This requires a coordinated decision-making process to verify funds are shared in an equitable manner. The participating entities will continue to use an existing locally developed coordination process based on decades of cooperative Federal aid programming for public transit.

7. Existing Joint Powers Agreement

The existing JPA terms shall remain in effect to the extent that this Interim Agreement does not supersede or replace the terms.

CITY OF FARGO
a North Dakota municipal corporation

DATE: _____

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

ATTEST:

Steven Sprague, City Auditor

CITY OF MOORHEAD
a Minnesota municipal corporation

DATE: _____

By _____
Michelle (Shelly) Carlson, Mayor

By _____
Dan Mahli, City Manager

2025 COST ALLOCATION PLAN

With Federal Fiscal Year (FFY) 2024, the Fargo-Moorhead Metropolitan Area became a Large Urban Area (UZA) with over 200,000 population. In preparation for this change, the Cities of Fargo and Moorhead conducted a Transit Reorganization Study in June 2023, which was completed and presented in June 2024 to the Fargo City Commission and Moorhead City Council.

The Study outlines a new board governance structure, proposed staff organizational charts for 2025 and 2026, and a cost and revenue sharing model. Under the new model, the City of Fargo, as designated recipient of Federal Transit Funding starting with FFY2024, will operate public transit services and facilities for participating jurisdictions in the UZA. For CY2025, both the City of Fargo and the City of Moorhead will remain Federal Transit grantees until such time as Moorhead's older grant funds are expended and a decision is made moving into future years.

Benefitting parties will purchase transit service from Fargo and Fargo will allocate transit costs and revenues based on this Cost Allocation Plan. The Study implementation next steps, including the new Cost Allocation Plan, will be incorporated into an updated Master Joint Powers Agreement between the City of Moorhead and City of Fargo, which is scheduled to be completed and adopted by December 31, 2024.

The 2025 Cost Allocation Plan is detailed below. A corresponding Excel Spreadsheet is available which applies the cost sharing data, the General Ledger accounts and applicable percentages.

BENEFITTING PARTIES / PARTICIPATING JURISDICTIONS:

This 2025 Cost Allocation Plan was developed to split transit costs and revenue between benefiting parties within the MATBUS service area. Benefitting parties are currently defined as:

- City of Fargo
- City of Moorhead (including the City of Dilworth)
- City of West Fargo
- North Dakota State University (NDSU)

COST CENTERS:

Costs were divided into 10 "Cost Centers" to apply the appropriate allocation methodology and to assist with federal reports. These Cost Centers and related financial accounts are established in the Fargo 2025 Budget and General Ledger.

The Cost Centers are currently defined as:

- Administration

- Fixed Route Operations
- Paratransit Operations
- Microtransit Operations
- Mobility Management
- Planning
- Building Operations
- Building Preventive Maintenance
- Vehicle Operations
- Vehicle Preventive Maintenance

COST ALLOCATION METHODOLOGY:

The methodology used for sharing system costs and revenues was developed to ensure a fair and equitable allocation to all benefitting parties and the services provided to those parties. Allocation is established on four principles:

- Revenue Hours of the Total System
- Revenue Hours of the Fixed Route System
- Revenue Miles of the Total System
- Paratransit Ridership of the Paratransit System

Cost Center

Administration
 Fixed Route Operations
 Paratransit Operations
 Microtransit Operations
 Mobility Management
 Planning
 Facility Operations
 Facility Preventive Maintenance
 Vehicle Operations
 Vehicle Preventive Maintenance

Cost Sharing Basis

Revenue hours of the entire system
 Revenue hours of the fixed route system
 Ridership of the Paratransit system
 Revenue hours of the Microtransit system
 Revenue hours of the entire system
 Revenue hours of the entire system
 Revenue hours of the entire system
 Revenue hours of the entire system
 Revenue miles of the entire system
 Maintenance costs from the FASTER work order system for the previous year provides a percentage split between services, applied to costs then allocated by revenue miles

Administration Cost Center:

Administrative costs include direct transit staff wages and benefits, travel and training, membership dues, office supplies, office equipment repair, telephone, printing, postage, liability insurance, radio systems, and related office expenses. Staff included in the Administration Cost Center by title are: Transit Director, Assistant Transit Director of Operations, Operations Supervisor, Office Associate IIIs, Marketing Manager, Marketing Interns, 50% of the Planner, Senior Accountant, and Dispatchers.

Fixed Route Operations Cost Center:

Fixed Route is bus service provided along a prescribed route according to a fixed schedule. Costs include driver services, security services, farebox cards, marketing, shelter maintenance and repair (cleaning, snow removal, and relocation), fixed route software maintenance, fixed Route vehicle and general liability insurance, cellular phone service for the fixed route fleet, diesel fuel for the fixed route fleet and other fixed-route related expenses. There are no staff wages assigned to this cost center.

Paratransit Operations Cost Center:

Paratransit is an ADA-complementary service that transports passengers from pick-up point to drop-off point within the jurisdictional boundaries of Fargo and West Fargo, North Dakota, and Moorhead and Dilworth, Minnesota. Costs are directly related to the provision of Paratransit Service, including driver services, marketing, Paratransit software maintenance, Paratransit vehicle and general liability insurance, cellular phone service for the Paratransit fleet and gasoline for the Paratransit fleet. There are no staff wages assigned to this cost center. Since Paratransit service travels to the door of the destination anywhere in the participating jurisdictions, costs are allocated to the jurisdiction where the passenger lives based on ridership, no matter where they travel.

Microtransit Operations Cost Center:

Microtransit on-demand services transport passengers from pick-up point to drop-off point within designated service areas or zones, including a location or transfer point to connect to the MATBUS Fixed Route System. Microtransit costs are directly related to the provision of service, including driver services, Microtransit software maintenance, Microtransit vehicle and general liability insurance, cellular phone service and gasoline for the Microtransit. There are no staff wages assigned to this cost center.

Mobility Management Cost Center:

Mobility Management focuses on meeting individual customer needs through a wide range of transportation options and service providers. It also focuses on coordinating these services and providers to achieve a more efficient transportation service delivery system. Mobility Management benefits all transit services through travel training programs and works with federal and state grantors to ensure service is compliant with regulations. Mobility Management costs include direct wages and benefits of the Mobility Manager, cellular phone service, marketing, travel and training, membership dues, publications, postage and general supplies.

Planning Cost Center:

Transit Planning is the process of looking at current and future transportation needs, prioritizing projects, matching projects with available funds, creating goals, objectives and strategies to support a vision and ensuring that projects are included in planning documents. It also includes route planning, statistical data collecting and review, and system performance. Planning benefits all types of services. Costs include 50% of the wages and benefits for the Planner and outside consultant services for planning studies.

Facility Operations Cost Center:

Facility operations costs are associated with two facilities listed below. Costs include property insurance, utilities, garbage pickup and other repairs. There are no staff wages assigned to this cost center. No costs are charged to participating parties for rental space or use of these federally-funded facilities.

- Ground Transportation Center located at 502 N.P. Avenue in Fargo (owned 100% by Fargo)
- Metro Transit Garage located at 650 23rd Street North in Fargo (owned 1/3 Moorhead and 2/3 Fargo)

Facility Preventive Maintenance Cost Center:

Facility preventive maintenance costs are associated with two facilities listed below. Costs include wages and benefits for the Maintenance Technician III, custodial services, snow clearing and hauling, building repairs, grounds and other maintenance service contracts, janitorial and general supplies. This does not include capital costs for major facility improvements.

- Ground Transportation Center located at 502 N.P. Avenue in Fargo (owned 100% by Fargo)
- Metro Transit Garage located at 650 23rd Street North in Fargo (owned 1/3 Moorhead and 2/3 Fargo)

Vehicle Operations Cost Center:

Vehicle operations costs are related to the vehicles in revenue service and support vehicles and equipment. Costs include fuels (except diesel for fixed route), propane, computer services for maintenance software, lease of equipment, general supplies, and reference materials. There are no staff wages assigned to this cost center.

Vehicle Preventive Maintenance Cost Center:

Vehicle preventive maintenance costs include wages and benefits for vehicle maintenance staff, general equipment repair, bus parts, outside mechanic services, vehicle repair supplies, small tools and uniforms/clothing. Staff included by title are: Assistant Director of Fleet and Facilities, Parts Manager, Parts Associate, Technician IIIs, Technician IIs, Technician Intern, Fleet Services Leader, and Fleet Services Attendants.

REVENUE ALLOCATION METHODOLOGY:

The methodology used for sharing system revenues is similar to allocation of costs and is applied based on similar principles. Shared revenues include cash fares, presold passes and coupon books, U-Pass fees from colleges and universities, advertising on vehicles and benches, replacement card fees and concessions/vending. These revenues are shared based on ridership, excluding NDSU.

Contra expenses for refunds, reimbursement, insurance proceeds, and rebates, are allocated with the same formula used to allocate the original costs. For example, parts returned for a refund, would be

applied using the Vehicle Preventive Maintenance cost sharing as this is where the parts were originally expended.

<u>Revenue Source</u>	<u>Revenue Sharing Basis</u>
Fixed Route: Cash Fares, Pass Revenue, U-Pass Fees, Farebox Card Fees	Ridership of the Fixed Route System (excluding NDSU as no fares are collected for campus routes)
Paratransit: Cash Fares, Coupon Book Sales, Other Fees	Ridership of the Paratransit System
Concessions/Vending	Ridership of the Fixed Route System (excluding NDSU)
Advertising (Vehicles & Benches)	Ridership of the Fixed Route System (excluding NDSU)
Contra Expenses (Refund & Reimbursements)	Applied the same as the original expenditure that is being refunded or reimbursed
Fixed Route Contractor Fines	Applied the same as the driver services paid to the contractor (Revenue hours of the Fixed Route System – excluding NDSU)
Paratransit Contractor Fines	Applied the same as the driver services paid to the contractor (Ridership of the Paratransit System)
Fixed Route Insurance Proceeds	Applied the same as the original vehicle repair that is being reimbursed
Paratransit Insurance Proceeds	Applied the same as the original vehicle repair that is being reimbursed

State and Federal grant funds: Grant funds are allocated to the benefitting entity based on the formulas used by the Grantor to determine the revenue received.

<u>Revenue Source</u>	<u>Revenue Sharing Basis</u>
North Dakota State Aid	Ridership to Disabled and Senior Citizens for the Entire System
Minnesota Operating Grants	Percentage of expenses paid by the State less FTA 5307 Funds per the MnDOT contract
North Dakota FTA 5307	Applied to Fargo and West Fargo based on NDDOT calculation on population, population density and revenue miles and incentives
Minnesota FTA 5307	Applied per MnDOT contract requirements to the maximum available
Minnesota FTA CARES & ARPA	Applied as needed to supplement and contain local match

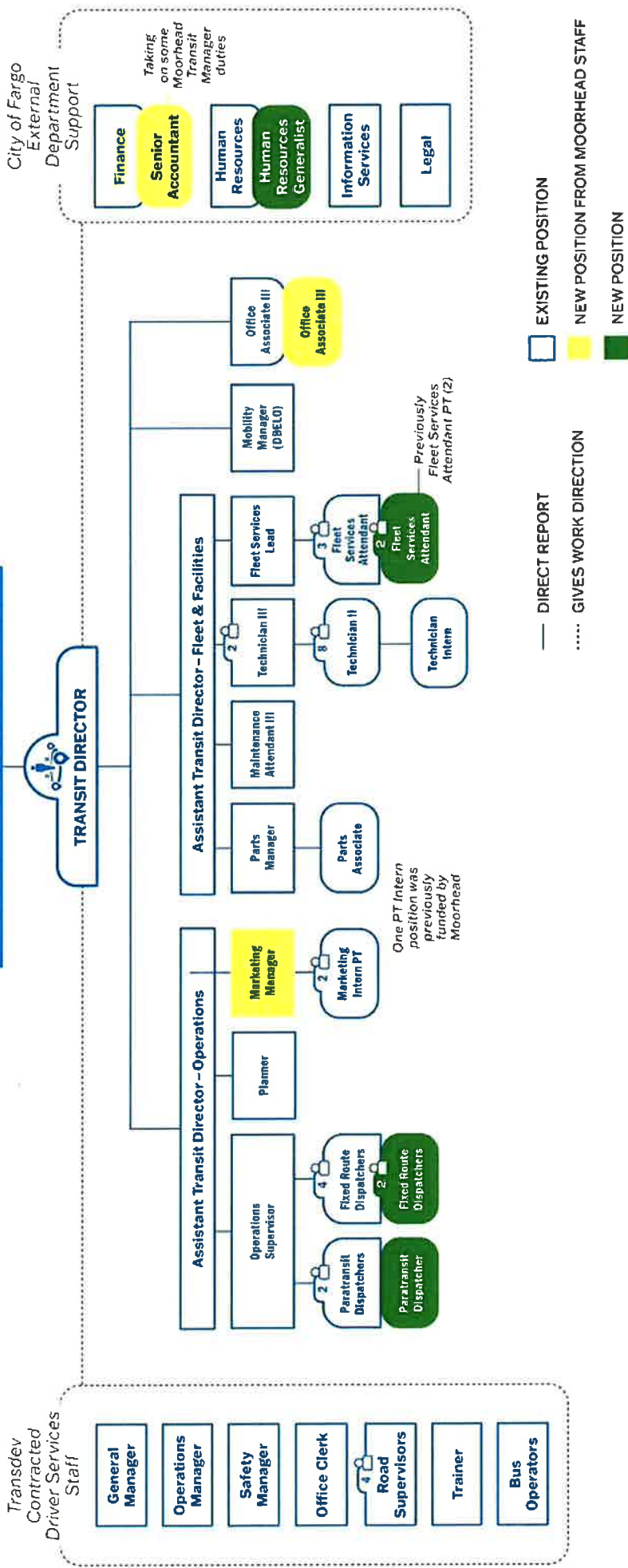


Metro Area Transit (MATBUS)

Transit Reorganization Study

Proposed Org Chart 2025

**MAT COORDINATING BOARD/
TRANSIT TECHNICAL ADVISORY COMMITTEE**



MATEUS Cost Sharing - 2025 Budget
Hours/Revenue Millis/Ridership

DRAFT 11

Agency/Division	Group Fund	Fund	Millis	Ridership	Percent Millis
2020 Board	51,200.00	51,200.00			
2020 Board	7,111.44	7,111.44			
2020 Board	3,133.48	3,133.48			
2020 Board	381.00		6,000.00		
2020 Board	18,406.06		581.00		
2020 Board	8,196.98				
2020 Board	30,717.96		8,881.00		
Total Group Fund	100,000.00	100,000.00			
2021 Board	600,739.35	600,739.35			
2021 Board	442,897.29	442,897.29			
2021 Board	18,271.75	18,271.75			
2021 Board	15,240.00		15,240.00		
2021 Board	73,120.26		6,300.00		
2021 Board	8,490.00		6,300.00		
2021 Board	88,149.05		88,149.05		
2021 Board	1,121,218.00		1,121,218.00		
Total Group Fund	1,325,524.00	1,325,524.00			
2022 Board	54,827	54,827			
2022 Board	71,154	71,154			
2022 Board	11,440	11,440			
2022 Board	2,975	2,975			
2022 Board	5,177	5,177			
2022 Board	8,820	8,820			
2022 Board	18,191	18,191			
2022 Board	1,121,218.00	1,121,218.00			
Total Group Fund	1,223,797	1,223,797			
2023 Board	51,200.00	51,200.00			
2023 Board	7,111.44	7,111.44			
2023 Board	3,133.48	3,133.48			
2023 Board	381.00	381.00			
2023 Board	18,406.06	18,406.06			
2023 Board	8,196.98	8,196.98			
2023 Board	30,717.96	30,717.96			
Total Group Fund	100,000.00	100,000.00			

Agency/Division	Group Fund	Fund	Millis	Ridership	Percent Millis
2023 Board	51,200.00	51,200.00			
2023 Board	7,111.44	7,111.44			
2023 Board	3,133.48	3,133.48			
2023 Board	381.00	381.00			
2023 Board	18,406.06	18,406.06			
2023 Board	8,196.98	8,196.98			
2023 Board	30,717.96	30,717.96			
Total Group Fund	100,000.00	100,000.00			

Agency/Division	Group Fund	Fund	Millis	Ridership	Percent Millis
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2023 Board	3,133.48	3,133.48			
2023 Board	381.00	381.00			
2023 Board	18,406.06	18,406.06			
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Total Group Fund	100,000.00	100,000.00			

Agency/Division	Group Fund	Fund	Millis	Ridership	Percent Millis
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2023 Board	3,133.48	3,133.48			
2023 Board	381.00	381.00			
2023 Board	18,406.06	18,406.06			
2023 Board	8,196.98	8,196.98			
2023 Board	30,717.96	30,717.96			
Total Group Fund	100,000.00	100,000.00			

Agency/Division	Group Fund	Fund	Millis	Ridership	Percent Millis
2023 Board	51,200.00	51,200.00			
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2023 Board	3,133.48	3,133.48			
2023 Board	381.00	381.00			
2023 Board	18,406.06	18,406.06			
2023 Board	8,196.98	8,196.98			
2023 Board	30,717.96	30,717.96			
Total Group Fund	100,000.00	100,000.00			

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September 3, 2024

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

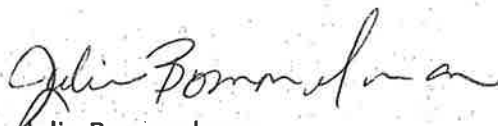
Dear Commissioners:

Attached is the 2025 grant award for State Aid from the North Dakota Department of Transportation.

The State Aid agreement is effective July 1, 2024 – June 30, 2025 and is for \$590,827. Funds can be utilized as local match for other grants or simply utilized for eligible Transit expenditures.

The requested motion is to approve the attached contract with NDDOT.

Thank you.



Julie Bommelman
Transit Director
City of Fargo
701.476.6737

/enc



MEMO TO: Chad M. Orn
Deputy Director for Planning

FROM: Stacey Hanson
Assistant Engineer for Local Government
Becky Hanson
Transit Manager, Local Government Division

DATE: 8/2/2024

SUBJECT: State Aid for Public Transit
 Fargo Metro Area Transit
 SFY 2025 (July 1, 2024 – June 30, 2025)

This is a contract to provide transit funding under the regulations of State Aid for Public Transportation. Standard methodology based on NDCC Chapter 39-04.2 was used in calculating the distribution of \$590,827 in state funds.

No local match is required.

38/ss
Attachment(s)

N O R T H
Dakota | Transportation
 Be Legendary.™

August 2, 2024

Julie Bommelman
 Fargo Metro Area Transit
 650 23rd Street North
 Fargo, ND 58102

Congratulations. Fargo Metro Area Transit will be receiving State Aid funding to provide transit services. Enclosed is the Contract Agreement and funding breakdown per county for your agency.

Cass County	\$590,827
-------------	-----------

In order to begin the funding process, please:

1. Complete the contractor and witness information in DocuSign (**the contractor and witness must be different people**).
2. Have your organization's president or chairman digitally sign and date the agreement (under Contractor)—this signature **must be an authorized signatory** for your project. Please also submit a proof of authorization to sign if it is not the president or chairperson of your agency.
3. Finish the DocuSign process to send to the witness for signature.
4. Have a witness sign and date the agreement (under Witness).
5. Upon completion of executing all documents, finish the DocuSign process and the contract documents will return to NDDOT for processing.

Thank you for your continuing efforts to improve transportation in North Dakota. If you have any questions or need assistance, please contact Sara Susie at (701) 328-2540 or ssusie@nd.gov.

With gratitude,

Becky Hanson

Becky Hanson
 Transit Program Manager

Cc: Dan Farnsworth, Transportation Planner, Fargo/Moorhead COG
 Kevin Hanson, Chairman, Metro Area Transit Board

**North Dakota Department of Transportation
STATE AID FOR PUBLIC TRANSIT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo Metro Area Transit, a Political Subdivision, hereinafter referred to as the Contractor, whose address is 650 23rd Street North, Fargo, ND 58102.

WHEREAS, House Bill 1337 (NDCC 39-04.2) of the 1989 State Legislature established a Public Transportation Fund to provide state aid funds to political subdivisions and nonprofit corporations for the purpose of assisting in establishing and operating public transit systems and service in the state; and

WHEREAS, the Director of NDDOT has the responsibility of developing the transit program guidelines and administering the Public Transportation Fund; and

WHEREAS, the Contractor desires to receive the available state aid funds to assist in providing needed public transit services in the service area;

NOW, THEREFORE, IT IS AGREED:

I.

For the period of July 1, 2024, through June 30, 2025, the Contractor shall undertake and provide the transit services as described in the Contractor's application for state aid transit funds, which is on file with the NDDOT.

II.

Costs. NDDOT shall reimburse the Contractor for providing the transportation services, not to exceed \$590,827, provided costs are incurred in accordance with NDDOT program guidelines. (Copy of which will be provided upon request.) Requests for reimbursements will be allowed to be submitted to NDDOT quarterly. The final request for reimbursement must be submitted by close of business on the fifth (5th) business day following the termination date of this agreement.

III.

Purchase and Disposal of Project Equipment. The purchase and disposition of all project vehicles or equipment financed in whole or in part with state aid transit funds shall be undertaken by the Contractor in accordance with the state Office of Management and Budget regulations and NDDOT purchasing manual, copies of which will be provided upon request.

IV.

Assignments. The Contractor shall not assign nor transfer the Contractor's interests or duties under this agreement without the express written consent of the state.

V.

Subcontracting. The Contractor shall not assign any portion of the work under this agreement, execute any contract, or obligate itself in any manner with a third party with respect to its rights and responsibilities to this



agreement without written consent of NDDOT. Any agreement with a subcontractor does not create a contractual relationship between the NDDOT and the subcontractor.

VI.

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

VII.

Records and Reports. The Contractor shall complete and submit all forms and reports as required by NDDOT. The Contractor shall also maintain supporting documentation for all costs charged to the project. All accounting documents shall be clearly identified, readily accessible, and where possible, kept separate and apart from all other such documents. All project records and documents shall be kept by the Contractor for three years after the termination date of this agreement.

VIII.

Audit. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than \$750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

IX.

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

X.

Equipment Use. The Contractor agrees that the project vehicles or equipment funded with state aid transit funds shall be used solely for providing public transit services in accordance with NDDOT program guidelines. Such vehicles or equipment shall be used for the duration of useful life. If any project vehicles or equipment are not used in this manner or are withdrawn from service before the end of useful life, the Contractor shall immediately notify NDDOT. The Contractor agrees that the vehicles or equipment shall not be used for charter service or exclusively for school busing.

XI.

Insurance. The Contractor shall maintain insurance coverage on the project vehicle(s) in an amount adequate to protect the fair market value of the vehicles throughout the duration of this agreement.

XII.



Termination. The contract may be terminated by mutual consent of both parties, or by either party upon 30 days notice, in writing and delivered by certified mail or in person.

XIII.

Nondiscrimination – Compliance with Laws. The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

XIV.

Risk Management. The Risk Management Appendix, attached, is hereby incorporated into and made a part of this agreement.

EXECUTED the date last below signed.

WITNESS:

CONTRACTOR:

NAME (TYPE OR PRINT)

NAME (TYPE OR PRINT)

SIGNATURE

SIGNATURE

TITLE

DATE

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Paul Benning

DIRECTOR (TYPE OR PRINT)

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

SIGNATURE

SIGNATURE

08/05/24

DATE

DATE

BH

SH

SS

CLA 3338 (Div. 38)
L.D. Approved 5-3-90; 8-15



Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

Risk Management Appendix

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

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

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

Governments – State and Government Entity, as defined above

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

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

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

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

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

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

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$500,000 per person and \$2,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. The Governments shall have all the benefits, rights and coverages of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

RM Consulted 2007
Revised 07-23



Certificate Of Completion

Envelope Id: 0AC030224469436D8759C0F298D372C5
Subject: Contract #38241114: Please DocuSign: State Aid for Public Transit Agreement
Contract Number: 38241114
PCN:
Source Envelope:
Document Pages: 7
Certificate Pages: 3
AutoNav: Enabled
Envelopeld Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
Sara Susie
608 E Boulevard Ave
Bismarck, ND 58505
ssusie@nd.gov
IP Address: 165.234.92.120

Record Tracking

Status: Original
8/2/2024 11:47:01 AM
Security Appliance Status: Connected
Storage Appliance Status: Connected
Holder: Sara Susie
ssusie@nd.gov
Pool: StateLocal
Pool: Carahsoft OBO North Dakota Department of Transportation CLOUD
Location: DocuSign
Location: DocuSign

Signer Events

Becky Hanson
bhanson@nd.gov
Carahsoft OBO North Dakota Department of Transportation CLOUD
Security Level: Email, Account Authentication (None), Authentication

Signature

Becky Hanson
Signature Adoption: Pre-selected Style
Using IP Address: 165.234.252.245

Timestamp

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Viewed: 8/4/2024 7:27:29 PM
Signed: 8/4/2024 7:28:00 PM

Authentication Details

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Result: passed
Vendor ID: TeleSign
Type: SMSAuth
Performed: 8/4/2024 7:27:23 PM
Phone: +1 701-391-3378

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Stacey Hanson
smhanson@nd.gov
Assistant Local Government Engineer
Carahsoft OBO North Dakota Department of Transportation CLOUD
Security Level: Email, Account Authentication (None), Authentication

St
Signature Adoption: Pre-selected Style
Using IP Address: 174.246.193.193
Signed using mobile

Sent: 8/4/2024 7:28:03 PM
Viewed: 8/5/2024 7:36:39 AM
Signed: 8/5/2024 7:37:34 AM

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Vendor ID: TeleSign
Type: SMSAuth
Performed: 8/5/2024 7:36:19 AM
Phone: +1 701-527-8879

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events

Paul Benning
pbenning@nd.gov
Local Government Director
Security Level: Email, Account Authentication (None), Authentication

Signature

Paul Benning
Signature Adoption: Pre-selected Style
Using IP Address: 165.234.253.12

Timestamp

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Signed: 8/5/2024 7:53:32 AM

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Vendor ID: TeleSign
Type: SMSAuth
Performed: 8/5/2024 7:52:34 AM
Phone: +1 701-214-2502

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Shannon Sauer
ssauer@nd.gov
Security Level: Email, Account Authentication (None), Authentication

SS
Signature Adoption: Pre-selected Style
Using IP Address: 70.180.189.234
Signed using mobile

Sent: 8/5/2024 7:53:34 AM
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Signed: 8/5/2024 4:49:09 PM

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Phone: +1 701-426-9825

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Clint Morgentstern
cdmorgentstern@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Chad Orn
corn@nd.gov
Security Level: Email, Account Authentication (None), Authentication

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
<p>Editor Delivery Events</p> <p>Sara Susie ssusie@nd.gov Chief Financial Officer Carahsoft OBO North Dakota Department of Transportation CLOUD Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Status</p> <div style="border: 1px solid black; padding: 5px; text-align: center; font-weight: bold; font-size: 1.2em;">VIEWED</div> <p>Using IP Address: 165.234.253.12</p>	<p>Timestamp</p> <p>Sent: 8/2/2024 11:47:19 AM Viewed: 8/2/2024 11:47:32 AM Completed: 8/2/2024 11:49:37 AM</p>
<p>Agent Delivery Events</p> <p>Julie Bommelman jbommelman@cityoffargo.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Status</p>	<p>Timestamp</p> <p>Sent: 8/5/2024 4:49:12 PM Resent: 8/12/2024 11:29:41 AM Resent: 8/15/2024 9:29:33 AM Resent: 8/20/2024 4:25:40 PM Viewed: 8/27/2024 11:43:49 AM</p>
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<p>Certified Delivery Events</p>	<p>Status</p>	<p>Timestamp</p>
<p>Carbon Copy Events</p> <p>Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p> <p>Legal Admin dotlegaladmin@nd.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign</p>	<p>Status</p>	<p>Timestamp</p>
<p>Witness Events</p>	<p>Signature</p>	<p>Timestamp</p>
<p>Notary Events</p>	<p>Signature</p>	<p>Timestamp</p>
<p>Envelope Summary Events</p> <p>Envelope Sent Envelope Updated Envelope Updated Envelope Updated Envelope Updated Envelope Updated Envelope Updated Envelope Updated Envelope Updated Envelope Updated</p>	<p>Status</p> <p>Hashed/Encrypted Security Checked Security Checked Security Checked Security Checked Security Checked Security Checked Security Checked Security Checked</p>	<p>Timestamps</p> <p>8/2/2024 11:47:19 AM 8/2/2024 11:49:37 AM 8/2/2024 11:49:37 AM 8/2/2024 11:49:37 AM 8/2/2024 11:49:37 AM 8/2/2024 11:49:37 AM 8/2/2024 11:49:37 AM 8/2/2024 11:49:37 AM 8/2/2024 11:49:37 AM</p>
<p>Payment Events</p>	<p>Status</p>	<p>Timestamps</p>

REPORT OF ACTION

35

UTILITY COMMITTEE

Project No. N/A

Type: O/M Surcharge Increase

City of Fargo/SE Cass Water Resource District

Location: Southeast Cass Sewer District 89-1

Date of Hearing: 6-19-2024

<u>Routing</u>	<u>Date</u>
City Commission	9-3-2024
Project File	

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo requesting approval to increase the operation and maintenance surcharge from \$9.35 to \$21.35 for the users associated with the SE Cass Sewer District 89-1. In 1989 the SE Cass Sewer District Improvement Project No. 89-1 was completed with the purpose to provide sewer service to persons & entities within the project boundaries. The City of Fargo then entered into a sewer agreement with the SE Cass Water Resource District to allow the district to tie into the sewage collection system of the City, and to ultimately treat the sewage at the Water Reclamation Facility. The Cities of North River, Briarwood, Frontier and Prairie Rose along with rural properties in SE Cass County are included. Each property that is served by the project is charged Fargo’s prevailing sewer rate (\$21.50) with an O/M surcharge (\$9.35). Note: The surcharge has only been increased .85 cents in 35 years. The operation and maintenance provisions included in the agreement are as follows:

1. Regular inspection of the Project
2. Repair of pumps, lift stations, sewer lines/force mains, equipment & structures.
3. Restoration of disturbed fill/surface material resulting from repair or maintenance.
4. Pumping of septic tanks and the maintenance of the tank itself.

Historically, the Water Reclamation Utility would solicit quotes from septic tank pumpers to pump out ~168 septic tanks (every 3 years) that are still installed in the SE Cass Project area. In 2023, the Water Reclamation Utility solicited quotes for septic tank pumping. Only one quote was received, and the associated price exceeded the O/M surcharge annual revenue. In early 2024, we again solicited quotes and did not receive any. Later in 2024 we solicited quotes, but divided the # of tanks to be pumped into four contracts in hopes of getting more interest from pumpers. We received only one quote, (\$35K).


The Water Reclamation Utility staff discussed these concerns with the SE Cass WRD Board. The difficulty in getting quotes, plus the increasing costs of pumping, will result in doubling or tripling the surcharge for users. The SE Cass WRD Board felt like we should not eliminate septic tank pumping until we visited with the communities impacted, and advised Water Rec staff to pose those questions. The Mayors of both Frontier and Prairie Rose preferred that the City of Fargo continue soliciting quotes and hiring pumpers every three to four years which will result in an increase in the surcharge rates. This item was placed on the SE Cass WRD Board Meeting agenda for discussion on June 11. The summary of the conversations with the Mayor & Auditors, specifically Prairie Rose and Frontier (septic tanks), the SE Cass WRD Board made a motion to proceed with septic tank pumping associated with the agreements and direct Fargo to increase the surcharge from \$9.35 to \$21.35.

MOTION

On a motion by Tom Knakmuhs, seconded by Brian Ward, the Utility Committee voted to concur with the SE Cass WRD Board and authorize staff to increase the surcharge from \$9.35 to \$21.35 to continue septic tank pumping for the users associated with the SE Cass WRD Sewer District 89-1.

COMMITTEE:	Present	Yes	No	Unanimous X
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	X	X	Virtual	
Susan Thompson, Director of Finance	X	X		
Brian Ward, Water Plant Superintendent	X	X		
Mark Miller, Water Reclamation 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				
Tom Knakmuhs, City Engineer	X	X		
Dan Portlock, Water Utility Engineer				
Brenda Derrig, Assistant City Administrator	X	X	Virtual	

ATTEST:



 Jim Hausauer
 Water Reclamation Utility Director

- C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

Memorandum

June 19, 2024

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director *JH*
Subject: SE Cass Sewer District Improvement Project No. 89-1
Surcharge Increase

Background

In 1989 the SE Cass Sewer District Improvement Project No. 89-1 was completed with the purpose to provide sewer service to persons & entities in a designated area within the project boundaries. The City of Fargo then entered into a sewer agreement with the SE Cass Water Resource District to allow the district to tie into the sewage collection system of the City, and to ultimately treat the sewage at the Water Reclamation Facility. The Cities of North River, Briarwood, Frontier and Prairie Rose along with rural properties in SE Cass County are included. Each property that is served by the project is charged Fargo's prevailing sewer rate (\$21.50) with an O/M surcharge (\$9.35). Note: The surcharge has only been increased once in 35 years.

The operation and maintenance provisions included in the agreement are as follows:

1. Regular inspection of the Project
2. Repair of pumps, lift stations, sewer lines/force mains, equipment & structures w/the Project
3. Restoration of disturbed fill/surface material resulting from repair or maintenance w/the Project.
4. Pumping of septic tanks and the maintenance of the tank itself.

Historically, the Water Reclamation Utility would solicit quotes from septic tank pumpers to pump out ~168 septic tanks (every 3 years) that are still installed in the SE Cass Project area.

1. In 2023, the Water Reclamation Utility solicited quotes for septic tank pumping. We received only one quote, (\$44K) and the associated price exceeded the O/M surcharge annual budget for the service area. Thus we denied the quote
2. In early 2024, we again solicited quotes and did not receive any. Later in 2024 we solicited quotes, but divided the # of tanks to be pumped into four contracts in hopes of getting more interest from pumpers. We received only one quote, (\$35K), - we opted to proceed.

UC MOTION: 4-10-2024

On a motion by Tom Knakmuhs, seconded by Scott Olson, the Utility Committee voted to authorize staff to discuss removing septic tank maintenance from the agreements with the SE Cass WRD Board.

May 14 SE Cass WRD Discussion/Recommendation

The Water Reclamation Utility staff asked for discussion/approval to amend the language in the agreements to remove septic tank maintenance and pumping. The tank is considered private property, difficulty in getting quotes, plus the increasing costs of pumping, will result in doubling or tripling the surcharge for users. The SE Cass WRD Board felt like we should not eliminate septic tank pumping until we visited with the communities impacted, and advised me to ask those questions. The Mayors of both Frontier and Prairie Rose preferred that the City of Fargo continue soliciting quotes and hiring pumpers

every three to four years which will result in an increase in the surcharge rates. The following information was provided to North River, Briarwood, Frontier and Prairie Rose via phone & email (Mayors & Auditors)

Rural SE Cass, Briarwood, North River, Frontier, Prairie Rose - 314 users pay:

- Fargo's Rate = \$21.50 (same as all Fargo residents)
- O/M Surcharge = \$9.35 (lift station maintenance, electricity, labor, O/M parts and materials)
 - **This has only been increased .85 cents since 1989**
- Capital Repair Fee \$3.15 (a capital fund for large \$10,000 failures + repairs)
- = **\$34.00/Month**

O/M surcharge revenue generated

- SE Cass Users with Septic Tanks = $168 \times \$9.35 = \$18,850/\text{year}$
- SE Cass User w/out Septic Tanks = $146 \times \$9.35 = \$16,381/\text{year}$
- Total O/M Revenue $314 \times \$9.35 = \$35,231/\text{year}$

Actual O/M last 5 years (Labor, electricity, materials ect (an average sized pump for a lift station is \$20,000+)

2019- \$85,935

2020- \$110,837 * septic tank pumping year

2021 - \$56,240

2022- \$81,120

2023- \$57,470

2024- Septic tank year= \$35,280 quote (exceeds O/M revenue alone)

5 year average = \$75,735

Actual O/M needed for increased expenses = \$20.10

Septic Tank Bids (Rural SE Cass, Frontier & Prairie Rose)

- 2017- \$19,530
- 2020- \$15,770
- **2023 - \$44,000 (179% increase from 2020 – rejected bid)**
- **2024- \$35,280 (124% increase from 2020 – accepted bid)**

Grinder Pumps – Generally serve only 1-2 homes

- 2018- \$1,376 each
- 2024- \$2,460 ea. **(79% increase)**

June 11 SE Cass WRD Discussion/Recommendation

This item was placed on the SE Cass WRD Board Meeting agenda for discussion on June 11. As I provided the summary of the conversations with the Mayor and Auditors, specifically Prairie Rose and Frontier (septic tanks), the SE Cass WRD Board made a motion to proceed with septic tank pumping associated with the agreements and direct Fargo to increase the surcharge from \$9.35 to \$21.35

Recommended Motion

Concur with Southeast Cass Water Resource District Board and authorize staff to increase the surcharge from \$9.35 to \$21.35 beginning January 1, 2025, and continue to pump septic tanks for the SE Cass Sewer District Improvement Project 89-1.

DRAFT

These are DRAFT minutes, subject to amendment before final approval by the Southeast Cass Water Resource District.

MINUTES OF VIRTUAL / CONFERENCE CALL MEETING
SOUTHEAST CASS WATER RESOURCE DISTRICT
ORIGINATING AT THE CASS COUNTY HIGHWAY DEPARTMENT
HERITAGE CONFERENCE ROOM
WEST FARGO, NORTH DAKOTA
JUNE 11, 2024
8:30 A.M.

A virtual / conference call meeting of the Southeast Cass Water Resource District was held on June 11, 2024, at 8:30 a.m.

Present were Keith Weston, Chairman; Dave Branson, Manager; Rick Steen, Manager; Melissa Hinkemeyer, Director, Secretary; Leilei Bao, Treasurer; Carolyn Fiechtner, Administrative Assistant; Sean M. Fredricks, and David C. Piper, Ohnstad Twichell, P.C.; Kurt Lysne, Alexa Ducioame, Levi Hanson, Brady Woodard, and Kyle Volk, Moore Engineering, Inc.; Mike Opat, Houston Engineering, Inc.; Duane Breitling, Cass County Commissioner; Jody Bertrand, Nathan Boerboom, Alayna Espeseth, Jim Hausauer, and Donald Kress, City of Fargo; Joel Luing, City of Horace; and Christine Holland, River Keepers.

Approval of agenda

It was moved by Manager Steen, seconded by Manager Branson, and unanimously carried to approve the order of the agenda, as presented.

Minutes

It was moved by Manager Branson and seconded by Manager Steen to approve the minutes of the May 14 and 29, 2024, meetings, as presented. Upon roll call vote, the motion carried unanimously.

Sheyenne-Maple Flood Control Project #2 – assessment on parcel 02-3000-01240-012 for West Fargo Improvement District No. 02-2250

Brady Woodard stated surveys have been completed regarding Green Works Properties LLP's proposed purchase of parcels 02-3000-012540-012 and 02-3000-01212-000 from Southeast Cass Water Resource District regarding Sheyenne-Maple Flood Control Project #2. The Water Resource District will retain a small portion of parcel 02-3000-01212-000 to maintain drainage on the west side of the Sheyenne-Maple Flood Control Project #2 channel.

Manager Steen motioned to approve and authorize the Chairman to sign the *Purchase Agreement* with Green Works Properties, LLP regarding parcels 02-3000-01240-012 and 02-3000-01212-000 regarding Sheyenne-Maple Flood Control Project #2. Manager Branson seconded the motion. Upon roll call vote, the motion carried unanimously.

DRAFT

Sheyenne-Maple Flood Control Project #2 – purchase of OINs 726Y2 and 730Y2 from the Cass County Joint Water Resource District

Mr. Woodard reported to the Board that the surveys have been completed for Southeast Cass Water Resource District's purchase of OINs 726Y2 and 730Y2 from the Cass County Joint Water Resource District for Sheyenne-Maple Flood Control Project #2. Closing on the properties will occur soon.

Southeast Cass Sewer District Improvement Project No. 89-1 – request from the City of Fargo to eliminate the septic tank pumping request

Jim Hausauer discussed meetings with the mayors and city auditors of the affected cities regarding the potential elimination of septic tank maintenance and pumping for Southeast Cass Sewer District Improvement Project No. 89-1. The consensus from the affected communities was that the communities would like to continue with the City of Fargo providing septic tank pumping with the understanding of the need for a surcharge increase to cover the costs of septic tank pumping. The surcharge amount will be discussed at the next City of Fargo Utility Committee meeting. The Board concurred with the City of Fargo raising the surcharge for Southeast Cass Sewer District Improvement Project No. 89-1 users and conducting septic tank pumping on a regularly scheduled basis.

Drain #10 – slide repairs north of Cass County Highway 20

Mr. Woodard reported that Drain #10 slide repairs north of Cass County Highway 20 have started. Excavation on the north end of the project is complete and the estimated project completion is the end of this month.

Drain #10 – Channel Improvements 2024 Project

Kurt Lysne provided an update on the Drain #10 Channel Improvements 2024 Project and stated the project will be ready to advertise for bids soon, with an estimated completion date of November 2025.

After discussion, Manager Branson moved to approve and authorize Moore Engineering, Inc. to advertise the Drain #10 Channel Improvements 2024 Project for bids with a scheduled completion date of November 2025. Manager Steen seconded the motion. Upon roll call vote, the motion carried unanimously.

Drain #21 – slide north of Main Avenue W

Brady Woodard discussed a new slide on Drain #21 north of Main Avenue West in West Fargo. There is a slope failure in the area, however the concrete channel remains in place. Mr. Woodard recommend the Board proceed with a geotechnical study and a recommended repair of the slide from Braun Intertec Corporation.

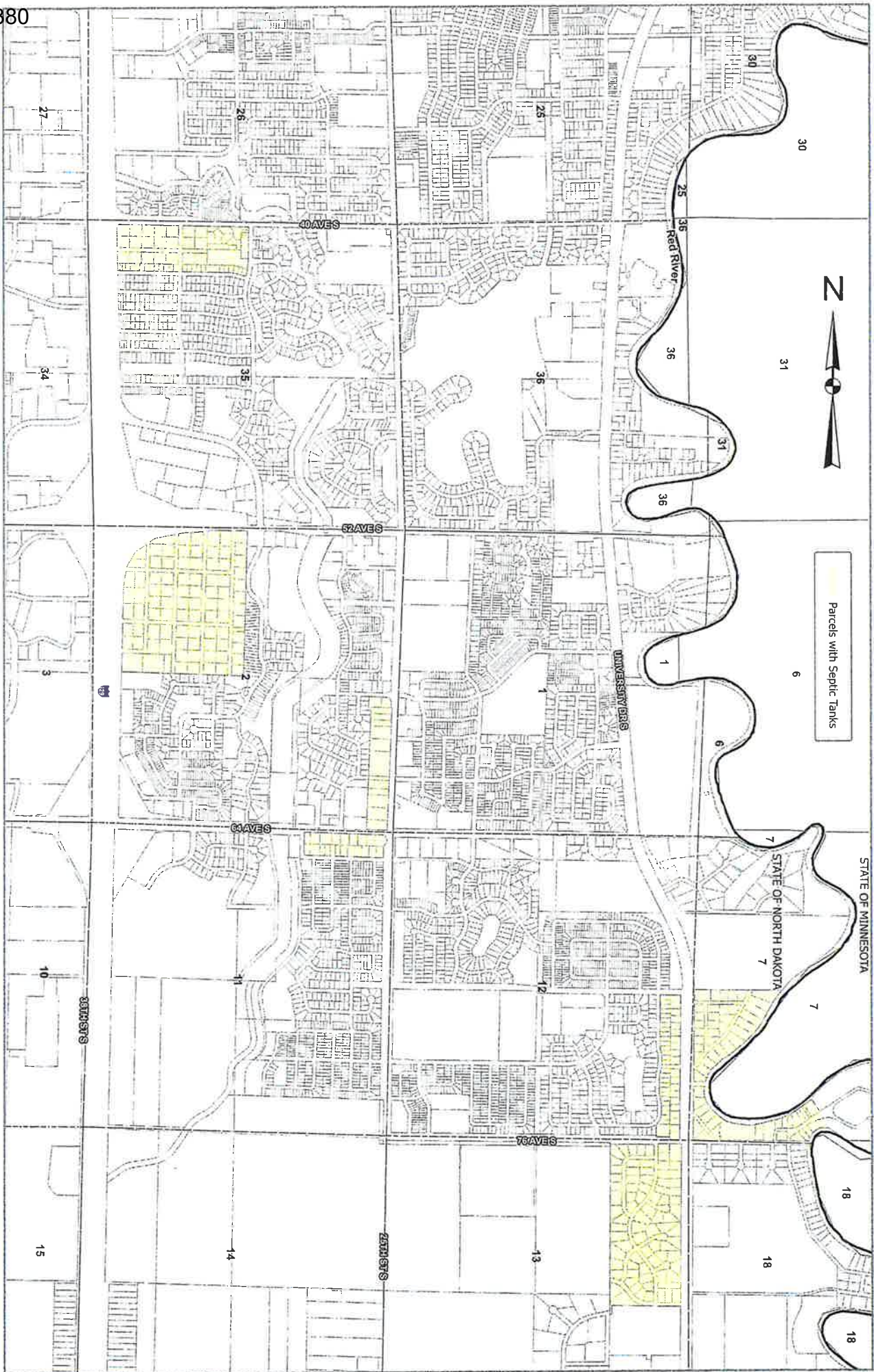
Manager Steen moved and Manager Branson seconded to authorize Moore Engineering, Inc. to hire Braun Intertec Corporation to conduct a geotechnical study and provide a recommended repair of the Drain #21 slide north of Main Avenue W in West Fargo. Upon roll call vote, the motion carried unanimously.

<u>Entity</u>	<u>Sewer Agreement</u>	<u>Septic Tanks</u>	<u>Fargo Rate</u>	<u>Monthly O & M</u>	<u>Monthly Capital</u>	<u>Sewer Conne-</u>
<i>Highland Park</i>	Nov 78 with Fargo		\$21.50	100%		101
<i>Amber Plains</i>	Aug 96 with Fargo		\$21.50	\$9.35		11
<i>Reiles Acres</i>	Mar 98 with Fargo		\$21.50	\$9.35		267
<i>Oxbow</i>	May 05 with Fargo		\$21.50	\$15.10		197
<i>Round Hill</i>	May 11 with Fargo		\$21.50	\$9.35		13
<i>Harwood (Brooktree)</i>	March 09 with Fargo		\$21.50	\$9.35	\$2.00	325
<i>Lake Shure</i>	Aug 2010 with Fargo		\$21.50	\$9.35	\$2.00	33
<u>SE Cass Original</u>	Aug 89 with Fargo		\$21.50	\$9.35		
<i>Frontier</i>	Feb 90 with SE Cass & Fargo	78	\$21.50	\$9.35	\$3.15	85
<i>North River</i>	Feb 90 with SE Cass & Fargo		\$21.50	\$9.35	\$3.15	19
<i>Prairie Rose</i>	Feb 90 with SE Cass & Fargo	18	\$21.50	\$9.35	\$3.15	21
<i>Briarwood</i>	Mar 90 with SE Cass & Fargo		\$21.50	\$9.35	\$3.15	18
<u>SE Cass Subdivisions</u>						
<i>Selkirk Settlement</i>	SE Cass		\$21.50	\$9.35	\$3.15	
<i>South Haven Sub.</i>	SE Cass	22	\$21.50	\$9.35	\$3.15	
<i>Chrisan Estates</i>	SE Cass	7	\$21.50	\$9.35	\$3.15	
<i>Chrisan Glen Sub.</i>	SE Cass	5	\$21.50	\$9.35	\$3.15	
<i>Melbys/Grandbergs Sub.</i>	SE Cass	38	\$21.50	\$9.35	\$3.15	
<i>Forest River Sub.</i>	SE Cass		\$21.50	\$9.35	\$3.15	
<i>Rural Area #1</i>	SE Cass		\$21.50	\$9.35	\$3.15	
<i>Heritage Hills Sub.</i>	SE Cass		\$21.50	\$9.35	\$3.15	
<i>Wild Rice</i>	July 94 with SE Cass & Fargo		\$21.50	\$9.35	\$3.15	
<u>North 81 Agreements</u>						
<i>Gibb Realty, Routledge</i>	Jan 05 with Fargo		\$21.50	\$0.00		
<i>Horvick, Oye, Kerbaugh</i>	Jan 05 with Fargo		\$21.50	\$0.00		
<u>Volumetric</u>						
<i>West Fargo</i>	July 2017 with Fargo		\$3.00/1000	\$0.00		
<i>Horace</i>	May 2017 with Fargo		\$3.00/1000	\$0.00		

- A. Regular inspection of Project.
- B. Repair and cleaning of sewer lines and force mains, equipment and other structures in the Project. Operation, repair and maintenance shall not include sewer lines, pumps, and other equipment which are used to connect a residence to a septic tank. If a disposal system for a particular property does not use a septic tank, then the operation, repair and maintenance does not include sewer lines, pumps and other equipment which are used to connect a residence to the exterior force pump.
- C. Restoration of disturbed fill and surface material resulting from repair or maintenance on the Project.
- D. Pumping of septic tanks and the maintenance of the tank itself.

4. The City and User agree that properties being served by the Project shall be charged a sewer rate for operation, repair and maintenance, which includes the cost and maintenance of the sewage collection and treatment facilities located in the City, which rate shall be comprised of three elements:

- A. A monthly fee of \$4.50, which is the present sewer rate in the City. That monthly fee would be tied to the average residential sewer rate in Fargo and would increase or decrease along with the average residential rates in the City. That fee shall cover all operation, maintenance and repair costs of the collection and treatment facilities within the corporate boundaries of the City.
- B. A monthly fee for the operation, repair and maintenance of the system outside the City. Such fee shall initially be set at \$8.50 per month and shall be deposited into the operation and maintenance fund for the Project established by the City. That fee shall remain at \$8.50 (unless raised as set out below) for each billing through December 1, 1991. The monthly fee for the next twelve months for this component of the rate will be based on an amount equal to raise 105% of the actual costs incurred by the City in 1991. The actual cost to the City shall be based on the actual cost to the City of performing operation, maintenance, and repair as set out in paragraph 3, as well as applicable management, administrative, and legal services of the City which are directly related to the operation, repair and maintenance of the Project, including the collection of sewer charges.



REPORT OF ACTION

UTILITY COMMITTEE

Improvement District BN-23-F0

Type: Amendment #1 to AE2S Task Order #10

Location: North Fargo Wastewater Service

Date of Hearing: 8-21-2024

36

<u>Routing</u>	<u>Date</u>
City Commission	<u>9-3-2024</u>
Project File	<u> </u>

Jim Hausauer, Water Reclamation Utility Director, presented Amendment #1 to Task Order #10 from AE2S for lift station, infrastructure re-design and construction administration services for Improvement District (ID) BN-23-F0. The City of Fargo is planning for the development of approximately 590 acres of land in north Fargo. In preparation for the development, the City completed a study to determine wastewater infrastructure needs for the service area, which includes a new sanitary lift station (LS). In addition to serving the planned development, the proposed lift station will need to serve a larger growth area that will include Fargo ET area to the north of the development, west of I-29, the city of Harwood and return flow from the proposed North Dakota Soybean Processors (NDSP) in Casselton. AE2S Task Order #10 included:

- Scope of services for Preliminary and Final Design.
- Engineering services for geotechnical investigation.
- Evaluation growth scenarios for the lift station service area
- Recommend lift station capacities for near term and future expansion.
- Bidding, Construction Administration and Post Construction Field Services
- Start-up, Instrumentation and Control Services

Amendment #1

Due to unexpected geotechnical & site conditions that could increase the complexity of construction and, more importantly, affect the long-term cost of maintaining and repairing the sanitary sewer infrastructure, the City and the contractor have discussed redesigning and relocating the lift station. The relocation and redesign will require additional engineering found in the attached Amendment #1 to Task Order #10 to include:

- Lift Station Relocation and Process Redesign of the Lift Station
 - Update plan and profile drawings
 - Review pump, flow and wet well sizing. Revise hydraulic conditions.
 - Review soil boring for proposed lift station.
 - Revise wet well and valve vault layout.
 - Update electrical plan and profile drawings
- Structural Design/Redesign (precast wet well & cast in place valve vault)
 - Update plan and profile drawings for valve vault structure
 - Update structural details and structural plan and profile drawings for wet well and valve vault.
- Provide Construction Administration Services (shop drawing review, interpretations)

The original Task Order amount was \$121,700, Amendment #1 amount \$42,400 for an adjusted Task Amount of \$161,100 for Project BN-23-F0.

On a motion by Troy Hall, seconded by Brian Ward, the Utility Committee voted to approve AE2S Task Order #10, Amendment #1 in the amount of \$42,400 for infrastructure & electrical re-design and construction administration services for ID BN-23-F0.

Recommended Motion:

Concur with the Utility Committee to approve Amendment #1 to AE2S Task Order #10 in the amount of \$42,400 for infrastructure & electrical re-design and construction administration services for Improvement District BN-23-F0.

Committee	Present	Yes	No	Unanimous
				<u>X</u> Proxy
Denise Kolpack, City Commissioner				
Susan Thompson, Finance Director				
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				
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	N Boerboom-proxy	
Dan Portlock, Water Utility Engineer	X	X		
Brenda Derrig, Assistant City Administrator	X	X		

ATTEST:



 Jim Hausauer
 Water Reclamation Utility Director

- C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Turnberg

Memorandum

August 21, 2024

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director *JH*
RE: AE2S Task Order #10-Amendment #1
Project BN-23-F0 (North Fargo Wastewater Service)

Background

The City of Fargo is planning for the development of approximately 590 acres of land in north Fargo. In preparation for the development, the City completed a study to determine wastewater infrastructure needs for the service area, which includes a new sanitary lift station (LS). In addition to serving the planned development, the proposed lift station will need to serve a larger growth area that will include Fargo ET area to the north of the development, west of I-29, the city of Harwood and return flow from the proposed North Dakota Soybean Processors (NDSP) in Casselton.

Task Order #10

AE2S Task Order #10 included:

- Scope of services for Preliminary and Final Design.
- Engineering services for geotechnical investigation.
- Evaluation growth scenarios for the lift station service area
- Recommend lift station capacities for near term and future expansion.
- Bidding, Construction Administration and Post Construction Field Services
- Start-up, Instrumentation and Control Services

The pumping capacity of this LS can be increased in phases to accommodate near & long term growth for these service areas. The project will include a wet well structure, pump recommendations, valve vault structure, electrical and programming for the anticipated lift station. The lift station, when complete, will be one of the largest duplex lift stations that the Water Reclamation Utility operates and maintains.

Amendment #1

Due to unexpected geotechnical & site conditions that could increase the complexity of construction and, more importantly, affect the long-term cost of maintaining and repairing the sanitary sewer infrastructure, the City and the contractor have discussed redesigning and relocating the lift station. The relocation and redesign will require additional engineering found in the attached Amendment #1 to Task Order #10 to include:

- Lift Station Relocation and Process Redesign of the Lift Station
 - Update plan and profile drawings
 - Review pump, flow and wet well sizing. Revise hydraulic conditions.
 - Review soil boring for proposed lift station.
 - Revise wet well and valve vault layout.
 - Update electrical plan and profile drawings
- Structural Design/Redesign (precast wet well & cast in place valve vault)
 - Update plan and profile drawings for valve vault structure
 - Update structural details and structural plan and profile drawings for wet well and valve vault.
- Provide Construction Administration Services (shop drawing review, interpretations)

The original Task Order amount was \$121,700, Amendment #1 amount \$42,400 for an adjusted Task Amount of \$161,100 for Project BN-23-F0.

Recommended Motion

Approve Amendment #1 to Task Order #10 in the amount of \$42,400 from Advanced Engineering and Environmental Services for lift station redesign, structural design/redesign, electrical and construction administration services for Project BN-23-F0.

Amendment No. 01 To Water Reclamation Consulting Task Order No. 10

In accordance with Exhibit K of the Agreement Between Owner and Engineer for Professional Wastewater Consulting Services – Task Order Edition, dated January 1, 2021 (“Agreement”), Owner and Engineer agree to amend an existing Task Order as follows:

1. Background Data:

- a. Effective Date of Amendment: September 3, 2024
- b. Owner: City of Fargo (Water Reclamation Utility)
- c. Engineer: Advanced Engineering and Environmental Services, LLC (AE2S)
- d. Engineer Project No.: P00803-2023-015
- e. Project Title: Fargo Lift Station BN-23-F0

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:

Phase 041 – Final Design Phase Services

Task 01 – Lift Station Relocation and Process Redesign

ENGINEER shall redesign the proposed lift station to meet the new invert elevations and force main size requested by OWNER. ENGINEER shall complete a Process Redesign that will include the following key items:

- Updated plan and profile drawings of the wet well and valve vault.
- Review pump recommendation and flow requirements.
- Review wet well sizing and cycle times. Review soil boring logs for relocated proposed lift station.
- Revise hydraulic conditions and recommend new pump size.
- Update plan and profile drawings for wet well and valve vault.
- Revise wet well and valve vault size and layout.

ENGINEER shall conduct three (3) design review meetings with OWNER’s stakeholders to review process specific design

Task 02 – Structural Design/Redesign

The proposed lift station design consisted of a precast wet well structure and a cast-in-place valve vault. ENGINEER shall complete a Structural Design that will include the following key items:

- Plan and profile drawings of cast-in-place valve vault structure.
- Structural details for valve vault structure.
- Structural specifications in the form of OWNER standard Special Instructions to Bidders (SIBs).
- Update structural plan and profile drawings for wet well and valve vault.

Task 03 – Electrical Redesign

ENGINEER shall redesign the proposed lift station for the relocated site and to meet the redesigned gravity sewer requested by CONTRACTOR due to dewatering concerns. ENGINEER shall complete a Lift Station Relocation and Redesign that will include the following key items:

- Update electrical plan and profile drawings for wet well and valve vault.

Phase 062 – Construction Administration Services

Task 01 – Construction Administration

ENGINEER shall provide basin construction administration services associated with the proposed lift station, which are anticipated to consist of the following additional key items associated with the Lift Station Relocation and Redesign:

- Shop drawing and sample submittal review.
- Clarifications and interpretations of the Contract Documents.

- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

<i>Phase</i>	<i>Task Number and Task Name</i>	<i>Payment Method</i>	<i>Estimated Hours</i>	<i>Amount</i>
041	<i>Final Design Phase Services</i>	<i>Method A</i>		
	<i>01 Process Redesign</i>		88	\$15,800
	<i>02 Structural Design</i>		56	\$10,900
	<i>03 Electrical Redesign</i>		30	\$5,300
062	<i>Construction Administration Services</i>	<i>Method B</i>		
	<i>01 Construction Administration</i>		55	\$10,400
Total			229	\$42,400

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$121,700
- b. Net change for prior amendments: \$0
- c. This amendment amount: \$42,400
- d. Adjusted Task Order amount: \$164,100

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is September 3, 2024.

OWNER: City of Fargo (Water Reclamation Utility)

ENGINEER: Advanced Engineering and Environmental Services, LLC (AE2S)

By:



By:



Name:

Jim Hausauer, REHS

Name:

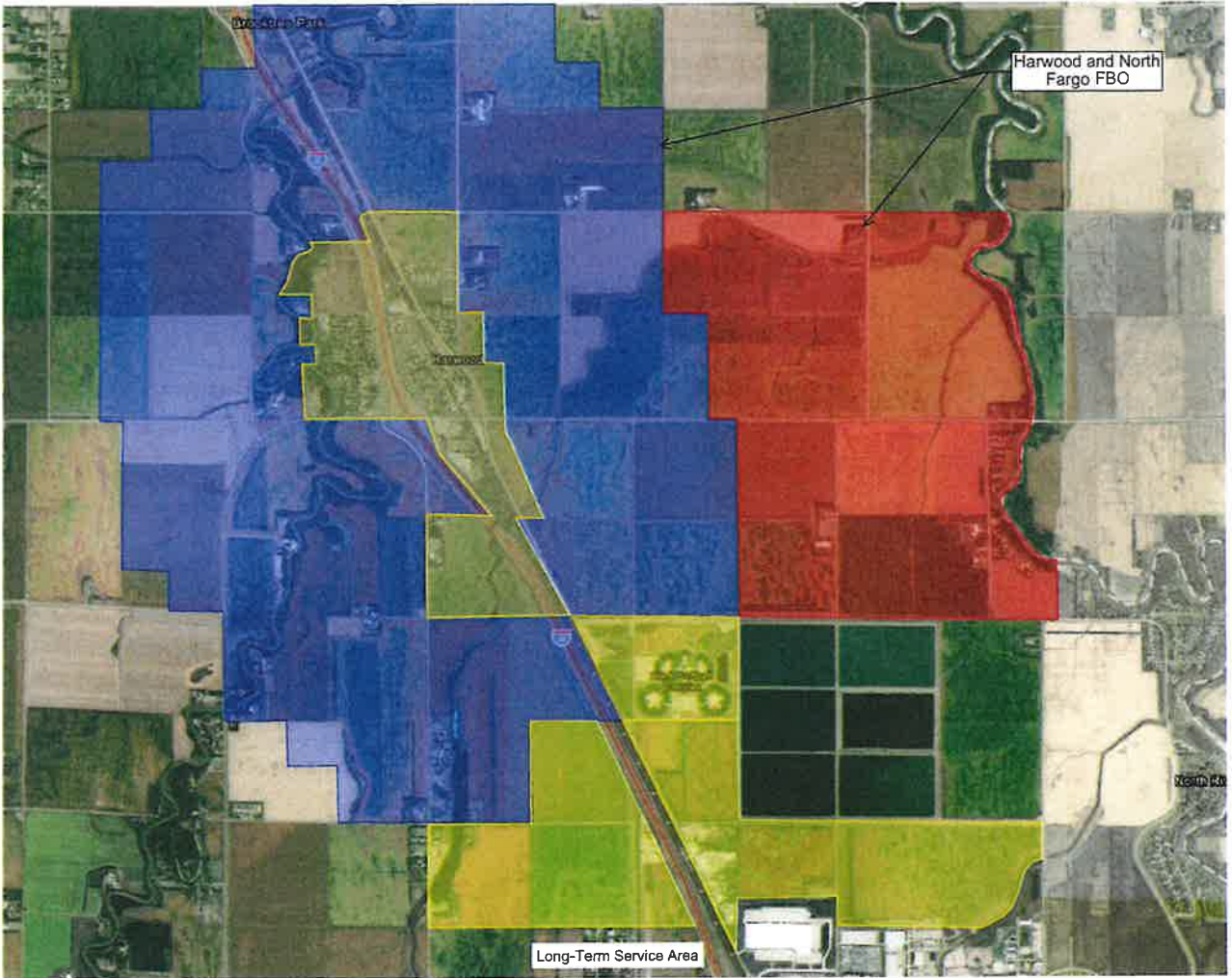
Ryan Grubb, PE

Title:

Water Reclamation Utility Director

Title:

Operations Manager



N
0 500 1,000
Feet

1 inch equals 1,000 feet

Locator Map Not to Scale

Fargo
Cass County, ND

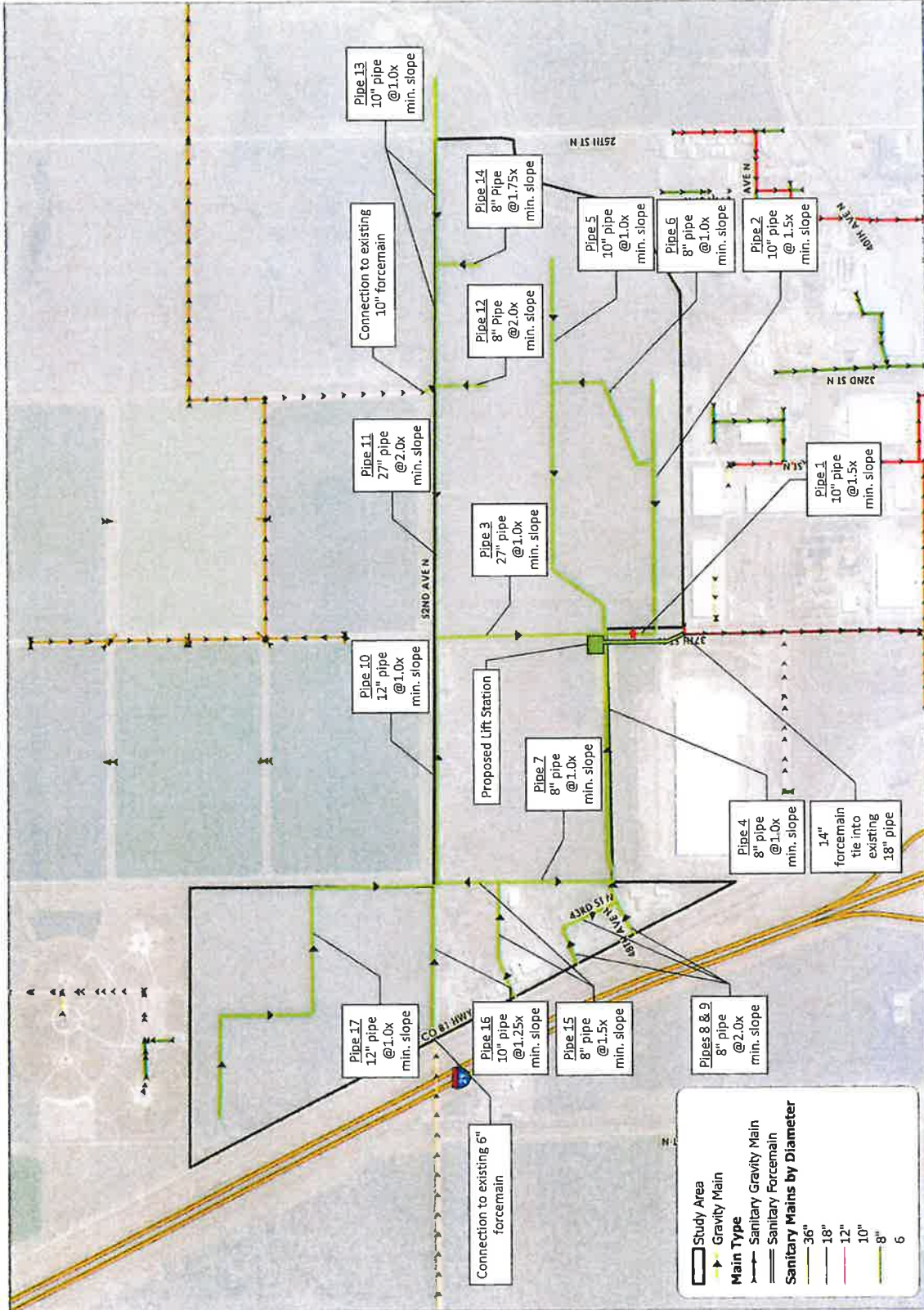


Figure 3. Sanitary Sewer Service Alternative 1

CITY OF FARGO

Date: 1/3/2023



C:\Users\jgarcia\Desktop\Projects\2022-2023\Fargo\GIS\MapDocs\Fig3_Sanitary_Sewer_Service_Alternative_1_Pages_389.dwg
 Coordinate System: NAD 83 StatePlane North Dakota South FIPS 5002 Feet | Edited by: Cuddeback | C:\Users\jgarcia\Desktop\Projects\2022-2023\Fargo\GIS\MapDocs\Fig3_Sanitary_Sewer_Service_Alternative_1_Pages_389.dwg

Scenario	Average Flow (gpm)	Peak Flow (gpm)
Near-Term	690	1,350
Mid-Term	1,245	2,900
Long-Term	1,800	4,465

REPORT OF ACTION

31

UTILITY COMMITTEE

Project: WW1707

Type: Amendment #1 to AE2S Task Order #11

Location: Water Reclamation Facility (WRF) Flood Protection Project

Date of Hearing: 8-21-2024

<u>Routing</u>	<u>Date</u>
City Commission	<u>9-3-2024</u>
Project File	_____

Jim Hausauer, Water Reclamation Utility Director, presented the attached memo and Amendment #1 to Task Order #11 from AE2S for topographical survey, grading, seeding and closeout services associated with the WRF Flood Protection Project. The Fargo/Regional Water Reclamation Facility currently does not have permanent flood control measures in place to protect the facility during flooding events. The WRF has previously relied on temporary measures (such as earthen levees) to protect the facility from river flooding. As a regional provider of wastewater services, the City has a rather large investment in the current WRF and its operations.

The FEMA Pre-Disaster Mitigation (PDM) program makes Federal funds available to State, Local and Tribal Governments to implement and sustain cost effective measures to reduce risk to individuals and property from natural hazards, while reducing reliance on Federal funding from future disasters. The PDM program is providing 75% funding for construction of a 500-year levee to protect WRF infrastructure & eliminate the need for temporary levees for future floods. The estimate for the WRF Levee is \$4.4 million resulting with the Federal share of \$3.3M. Once completed the project will provide WRF flood protection to a 500 year flood elevation and tie into the emergency measure line of protection for the City of Fargo.

In April 2024, bids were opened for work associated with the WRF Flood Protection Project. The low responsible bid was from Park Construction Co. in the amount of \$3,720,432.80. AE2S Task Order #11 will cover additional final design, value engineering & rebidding, construction administration, field services, post construction warranty and record drawing services for this project.

Amendment #1

As the WRF currently has 4 large projects taking place, sequencing of project closure was discussed. It was determined that a section north of the newly constructed levee, should be final graded/seeded with the Park Construction Co. contract requiring additional topographical survey & grading design. Amendment #1 includes:

- Perform topographical surveys/grading design of a one acre area on the north side of the earthen levee.
- Revise construction drawings with a new concrete, grading and storm plan
- Additional request for information (RFI's) from the Contractor and additional site visits for the Engineer.

The original Task Order amount was \$261,500, Amendment #1 \$21,900 will result in an adjusted Task Order amount of \$283,400. The majority of this project will be funded with the aforementioned FEMA PDM funding formula (75% federal/25% local). But additional final design (due to a change in the FEMA flood protection level) and value engineering (resulting in \$1M reduction in rejected bid prices from the previous Feb 28th bid opening) will make the final project breakdown of ~74% federal, 26% local.

Note: The local share has a sufficient budget placeholder in the WRF Infrastructure Sales Tax Fund 455 and is found the WRF 20 year CIP.


On a motion by Scott Olson, seconded by Dan Portlock, the Utility Committee voted to approve Amendment #1 to AE2S Task Order # 11 in the amount of \$21,900 for Project WW1707-Water Reclamation Facility Flood Protection Project. (City of Fargo share \$5,475)

Recommended Motion

Concur with the Utility Committee to approve Amendment #1 to AE2S Task Order # 11 in the amount of \$21,900 for Project WW1707-Water Reclamation Facility Flood Protection Project.

COMMITTEE:	Present	Yes	No	Unanimous	X
					<u>X</u>
					Proxy
Denise Kolpack, City Commissioner					
Susan Thompson, Finance Director					
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					
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			N Boerboom - proxy
Dan Portlock, Water Utility Engineer	X	X			
Brenda Derrig, Asst. City Administrator	X	X			

ATTEST:



 Jim Hausauer
 Water Reclamation Utility Director

- C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Turnberg

MEMORANDUM

August 21, 2024

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director
Re: AE2S Task Order #11 – Amendment #1
Project WW 1707 (FEMA Pre-Disaster Mitigation Project #: PDMC-PL-08-ND-2018-023)
Water Reclamation Facility Flood Protection Project

Background Pre-Disaster Mitigation

The Fargo/Regional Water Reclamation Facility (WRF) currently does not have permanent flood control measures in place to protect the facility during flooding events. The WRF has previously relied on temporary measures (such as earthen levees) to protect the facility from river flooding. As a regional provider of wastewater services, the City has a rather large investment in the current WRF and its operations.

The FEMA Pre-Disaster Mitigation (PDM) program makes Federal funds available to State, Local and Tribal Governments to implement and sustain cost effective measures to reduce risk to individuals and property from natural hazards, while reducing reliance on Federal funding from future disasters. The PDM program will provide 75% funding for construction of a 500-year levee to protect WRF infrastructure & eliminate the need for temporary levees for future floods. The cost share provides 75% Federal funding of the eligible costs, with the remaining 25% of eligible costs from local sources. The estimate for the WRF Levee is \$4.4 million resulting with the Federal share of \$3.3M. Once completed the project will provide WRF flood protection to a 500 year flood elevation and tie into the emergency measure line of protection for the City of Fargo. In April 2024 bids were opened for work associated with the WRF Flood Protection Project, with the low responsible bid from Park Construction Company in the amount of \$3,720,432.80.

Task Order #11-Amendment #1

AE2S Task Order #11 covered additional final design services, value engineering & rebidding services, construction administration, field services, post construction warranty and record drawing services. As the Water Reclamation Facility currently has 4 large construction projects taking place, sequencing of project closure was discussed. It was determined that a section north of the newly constructed levee, should be final graded and seeded with the Park Construction Co. contract requiring additional topographical survey and grading design. Amendment #1 includes:

- Perform topographical surveys/grading design of a one acre area on the north side of the earthen levee.
- Revise construction drawings with a new concrete, grading and storm plan
- Additional request for information (RFI's) from the Contractor and additional site visits for the Engineer.

The original Task Order amount was \$261,500, Amendment #1 \$21,900 will result in an adjusted Task Order amount of \$283,400. The majority of this project will be funded with the aforementioned FEMA PDM funding formula (75% federal/25% local). But due to additional final design (due to a change in the FEMA flood protection level) and value engineering (resulting in \$1M reduction in rejected bid prices from the previous Feb 28th bid opening) will make the final project breakdown of ~74% federal, 26% local.

Note: The local share has a sufficient budget placeholder in the WRF Infrastructure Sales Tax Fund 455 and is found the WRF 20 year CIP.

Recommended Motion

Approve the attached Amendment #1 for Task Order #11 from AE2S in the amount of \$21,900 for Project WW1707-Water Reclamation Facility Flood Protection Project.

Amendment No. 01 To Water Reclamation Consulting Task Order No. 11

In accordance with Exhibit K of the Agreement Between Owner and Engineer for Professional Wastewater Consulting Services – Task Order Edition, dated January 1, 2021 (“Agreement”), Owner and Engineer agree to amend an existing Task Order as follows:

1. Background Data:

- a. Effective Date of Amendment: September 3, 2024
- b. Owner: City of Fargo (Water Reclamation Utility)
- c. Engineer: Advanced Engineering and Environmental Services, LLC (AE2S)
- d. Engineer Project No.: P00803-2024-004
- e. Project Title: Fargo WWTP Flood Protection Improvements

2. Description of Modifications

- a. Engineer shall perform the following Additional Services:

Phase 060 – Construction Administration Services

- Original scope budgeted for Engineer to review and respond to five (5) Requests for Information (RFIs) from the Contractor. Contractor submitted 24 RFIs through the end of July 2024.
- Original scope budgeted for six (6) specialty site visits from the Engineer in addition to normal Resident Project Representative onsite services. Additional RFIs required four (4) additional specialty site visits and onsite meetings with the Contractor.
- Prepare/Revise sheet C107 of the Construction Drawings with new grading and storm plan as directed by the Owner.
- Prepare/Revise sheets C108 and C501 of the Construction Drawings with new concrete plan as directed by the Owner.

Phase 061 – Construction Field Services

- Perform topographic survey of a one (1) acre area north of the Effluent Reuse Facility on the dry side of the earthen levee located outside of the Project area per Owner request.
 - Update project base topographic conditions in AutoCAD for use in grading design.
- b. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

<i>Phase</i>	<i>Task Number and Task Name</i>	<i>Payment Method</i>	<i>Estimated Hours</i>	<i>Amount</i>
060	Construction Administration Services	Method A		
	02 Construction Administration			\$18,100
061	Construction Field Services	Method B		
	02 Construction Surveying			\$3,800
Total				\$21,900

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$261,500.00
- b. Net change for prior amendments: \$ 0.00
- c. This amendment amount: \$ 21,900.00
- d. Adjusted Task Order amount: \$283,400.00

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Exhibit C of the Agreement.


Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is September 3, 2024.

OWNER: City of Fargo (Water Reclamation Utility)

ENGINEER: Advanced Engineering and Environmental Services, LLC (AE2S)

By:  _____

By:  _____

Name: Jim Hausauer, REHS

Name: Ryan Grubb, PE

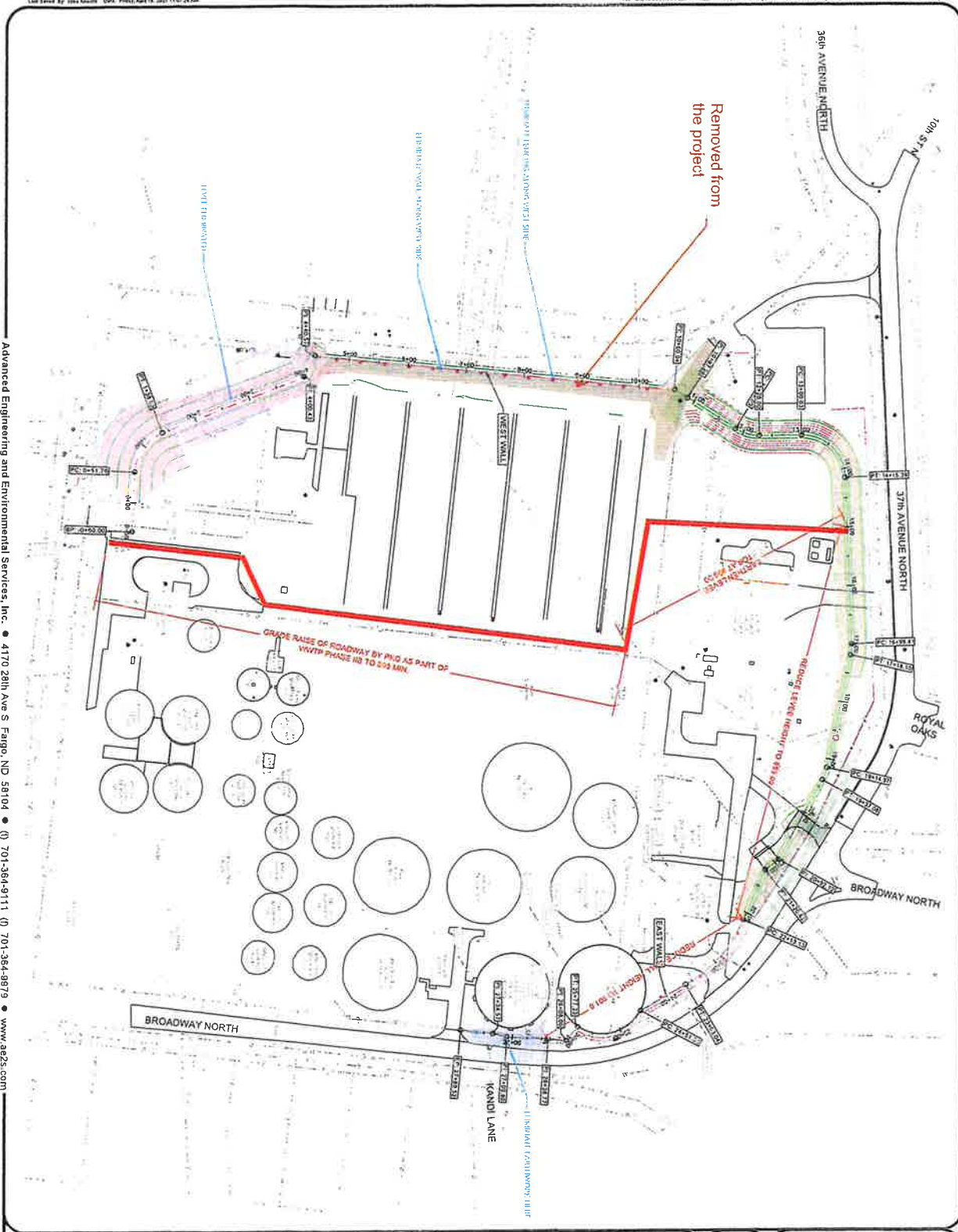
Title: Water Reclamation Utility Director

Title: Operations Manager

Project No: 1504-000000 Date: PRELIMINARY April 21, 2021
 Last Saved By: Mike Kautz Date: Friday, April 19, 2021 11:07:26 AM

Scale: PRELIMINARY
 File: C:\Users\mikek\OneDrive\Documents\2014-2017 Fargo WWTP Lease Field Drain\Phase Flood Protection\CDL\LEVEL 1.dwg

Advanced Engineering and Environmental Services, Inc. • 4170 28th Ave S Fargo, ND 58104 • (701) 364-9111 (701) 364-9111 • www.aees.com



LEGEND

- LEASE SCHEMATIC 1
- LEASE SCHEMATIC 2
- LEASE SCHEMATIC 3

NORTH

Scale in Feet

G03

3 of 70

PROJECT NUMBER: 1504000000

DATE: 04/21/2021

DRAWN BY: JMK

CHECKED BY: JMK

DESIGNED BY: JMK

DATE: 04/21/2021

PROJECT NUMBER: 1504000000

DATE: 04/21/2021

FARGO WWTP FLOOD PROTECTION

CITY OF FARGO

FARGO, NORTH DAKOTA

PROJECT OVERVIEW

PRELIMINARY

NOT FOR CONSTRUCTION

PROJ. NO. 1504000000

REPORT OF ACTION

UTILITY COMMITTEE

Project: WW1701

Type: Change Order #5-PKG Contracting, Inc.
HVAC Repairs to Trickling Filter Pump Station

Location: Water Reclamation Facility Phase IIB Expansion

Date of Hearing: 8-21--2024

38

<u>Routing</u>	<u>Date</u>
City Commission	9-3-2024
Project File	

Jim Hausauer, Water Reclamation Facility (WRF) Utility Director, presented the attached memo describing Change Order #5 for Project WW1701 (Phase IIB Expansion). Phase IIB focused on needs to meet the 20 year capacity requirements for future regulations, Fargo growth & regionalization. Once operational, the facility will double its capacity to treat 29 million gallons per day, serving a regional population of 270,700. The Water Reclamation Utility has a placeholder in the 20 year CIP for the Phase II Expansion, to be funded with a 30-year/2% Clean Water State Revolving Fund (CWSRF) loan. The debt is programmed to be repaid with rate & infrastructure sales tax funds and is included in the Water Reclamation Revenue Adequacy Model. Phase IIA is complete, and Phase IIB is now over 90% complete.

Loan forgiveness funds are available within the CWSRF Program in North Dakota. The Project WW1701 Construction Loan 380715-05 has been determined to be eligible for this loan forgiveness in the amount of \$4,348,770. To ensure that loan forgiveness funds are used expeditiously, we are required to use all loan forgiveness funds by June 30, 2026.

Project WW1701- Change Order #5

There have been 4 change orders for this \$123,950,000 project, which included:

1. Shifting work from the Phase IIA project to this project for construction sequencing purposes;
2. Adding \$52,443 to the contract for changes due to a deeper storm water pipe than expected;
3. Extending the completion date for Covid-19 related delays;
4. Emergency repair of two failed manholes on the West Side Interceptor totaling \$127,486.00.

The project bid during the start of the COVID-19 pandemic. To save overall project costs and be prepared for potential unforeseen cost increases from the pandemic, no alternates were initially awarded. The alternates not awarded at the time were the following:

▪ Alt. #1	Operations Building	\$291,000.00
▪ Alt. #2	Trickling Filter Pump Station	\$3,120,000.00
▪ Alt. #3	Administration Building	\$4,654,000.00
▪ Alt. #4	East Train Vault Work	\$269,000.00
▪ Alt. #5	Effluent Forcemain	\$4,340,000.00
▪ Alt. #6	Secondary Digester Work	\$452,000.00

Now that construction is 90% complete and costs are more known, there are funds still available in the SRF loan for high priority items not awarded as alternates. The highest priority items are in the Trickling Filter Pump Station (Alternate #2). The pump station was constructed in the early 1990s and items such as the heating, ventilation, plumbing, pumps, gates, electrical, controls and coatings are in need of repair to ensure reliable wastewater treatment. This change order is for replacement of the heating, ventilation and plumbing in the Trickling Filter Pump Station building for \$523,095.00.

Change Orders YDT are less than .6% of the original bid price.


On a motion by Troy Hall, seconded by Scott Olson, the Utility Committee voted to approve Project WW1701 Change Order #5 from PKG Contracting Inc. for the Trickling Filter Pump Station HVAC improvements in the amount of \$523,095.

RECOMMEDED MOTION:

Concur with the Utility Committee to approve Change Order #5 from PKG Contracting Inc. for the Trickling Filter Pump Station HVAC improvements in the amount of \$523,095 for Project WW1701.

COMMITTEE	Present	Yes	No	Unanimous X X Proxy
Denise Kolpack, City Commissioner				
Susan Thompson, Finance Director				
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				
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	N Boerboom-proxy	
Dan Portlock, Water Utility Engineer	X	X		
Brenda Derrig, Assistant City Administrator	X	X		

ATTEST:




 Jim Hausauer
 Water Reclamation Utility Director

C: Mayor Mahoney
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Turnberg

MEMORANDUM

August 21, 2024

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director 
Re: Project #WW1701 - Change Order #5
Trickling Filter Pump Station HVAC Repairs

Background

In 2014, the City of Fargo completed a Water Reclamation Facility (WRF) Plan to review the existing facilities condition & capacity. The facility plan assessed all process equipment and structural components of the WRF, as well as deficiencies associated with capacity, condition, and future regulations. The Facility Plan recommendations were prioritized via a phased approach based on immediate needs and deficiencies, with a goal to adequately treat projected hydraulic and organic loading over the next 20-plus years. The Phase II recommendations in the Facility Plan focused on expansion needs to meet the 20 year capacity requirements for Fargo growth and regionalization. A Preliminary Engineering Report (PER) in 2017 identified the basis of design for the facility improvements, recommended treatment technologies and opinions of probable costs.

Phase IIB Improvements

Components of the Phase IIB design include a combined head works building, hybrid Integrated Fixed Film Activated Sludge (IFAS) for biological treatment, final clarifiers, blower building, return and waste activated sludge (RAS/WAS) pump station, thickening building, primary digester, odor control, and ancillary pumps, vaults and piping. Once operational the facility will double its capacity to treat 29 million gallons per day, serving a regional population of 270,700.

Funding

The Water Reclamation Utility has a placeholder in the 20 year CIP for the Phase II Expansion. The project is funded with a 30-year/2% Clean Water State Revolving Fund (CWSRF) loan. The debt is programmed to be repaid with rate & infrastructure sales tax funds and is included in our Revenue Adequacy Model. The CWSRF loans are broken into two components (construction \$151,500,000 & engineering \$21,229,000) as requested by the NDDEQ. Phase IIA is complete, and Phase IIB is now over 90% complete.

Loan forgiveness funds are available within the CWSRF Program in North Dakota. The Project WW1701 Construction Loan 380715-05 has been determined to be eligible for this loan forgiveness in the amount of \$4,348,770. To ensure that loan forgiveness funds are used expeditiously, we are required to use all loan forgiveness funds by June 30, 2026.

Project WW1701-Change Order #5

There have been 4 change orders for this \$123,950,000 project, which included:

- Shifting work from the Phase IIA project to this project for construction sequencing purposes;
- Adding \$52,443 to the contract for changes due to a deeper storm water pipe than expected;
- Extending the completion date for Covid-19 related delays;
- Emergency repair of two failed manholes on the West Side Interceptor totaling \$127,486.00.

The project bid during the start of the COVID-19 pandemic. To save overall project costs and be prepared for potential unforeseen cost increases from the pandemic, no alternates were initially awarded. The alternates not awarded at the time were the following:

▪ Alt. #1	Operations Building	\$291,000.00
▪ <u>Alt. #2</u>	<u>Trickling Filter Pump Station</u>	<u>\$3,120,000.00</u>
▪ Alt. #3	Administration Building	\$4,654,000.00
▪ Alt. #4	East Train Vault Work	\$269,000.00
▪ Alt. #5	Effluent Forcemain	\$4,340,000.00
▪ Alt. #6	Secondary Digester Work	\$452,000.00

Now that construction is 90% complete and costs are more known, there are funds still available in the SRF loan for high priority items not awarded as alternates. The highest priority items are in the Trickling Filter Pump Station (Alternate #2). The pump station was constructed in the early 1990s and items such as the heating, ventilation, plumbing, pumps, gates, electrical, controls and coatings are in need of repair to ensure reliable wastewater treatment. This change order is for replacement of the heating, ventilation and plumbing in the Trickling Filter Pump Station building for \$523,095.00.

Change Orders YDT are less than .6% of the original bid price.

Recommended Motion

Approve attached Change Order #5 from PKG Contracting Inc. in the amount of \$523,095 to complete heating ventilation and plumbing improvements associated with the Trickling Filter Pump Station for Project WW1701 (Phase IIB Improvements).

August 15, 2024

Mr. James Hausauer
City of Fargo
3400 North Broadway
Fargo, ND 58102

RE: Fargo Wastewater Treatment Facility
Phase IIB Expansion
Apex Project No. 18.102.0114
Change Order #5

Dear Mr. Hausauer,

The Phase IIB Expansion Project at the Wastewater Treatment Facility has been under construction since May of 2020. Main components of the project include:

- Construction of a new headworks including influent pumping, drum screens, vortex grit removal, screening and grit washing, and odor control
- New in plant waste pump station
- New integrated fixed film activated sludge (IFAS) treatment process
- New blower building
- New final clarifiers and scum pump station
- New RAS/WAS pump station
- New reuse water pumping and distribution system
- New thickening building
- New primary digester and primary digester rehabilitation
- New dewatering filtrate flow equalization
- New storm water lift station #24

The work to date in the Headworks, IFAS, Final Clarifiers, Thickening Building, Digesters, underground utilities and Storm Lift Station areas has put the project at about 90% complete. There have been 4 change orders for this \$123,950,000 project, which included:

- Shifting remaining work from the Phase IIA project to this project for construction sequencing purposes;
- Adding \$52,443 to the contract for changes necessary due to a deeper storm water pipe than expected;
- Extending the completion date for Covid-19 related delays;
- Emergency repair of two failed manholes on the West Side Interceptor totaling \$127,486.00.

The project bid during the start of the COVID-19 pandemic. To save overall project costs and be prepared for potential unforeseen cost increases from the pandemic, no additive alternates were initially awarded. The alternates not awarded at the time were the following:

- Alt. #1 Operations Building \$291,000.00
- Alt. #2 Trickling Filter Pump Station \$3,120,000.00
- Alt. #3 Administration Building \$4,654,000.00
- Alt. #4 East Train Vault Work \$269,000.00
- Alt. #5 Effluent Forcemain \$4,340,000.00
- Alt. #6 Secondary Digester Work \$452,000.00

Now that construction is 90% complete and costs are more known, there are funds still available in the SRF loan for high priority items not awarded as alternates. The highest priority items are in the Trickling Filter Pump Station (Alternate #2). The pump station was constructed in the early 1990s and items such as the heating, ventilation, plumbing, pumps, gates, electrical, controls and coatings are in need of repair to ensure reliable wastewater treatment. This change order is for replacement of the heating, ventilation and plumbing in the Trickling Filter Pump Station building for \$523,095.00.

Apex agrees with this proposed change to the original contract. The Trickling Filter Pump Station equipment is in need of replacement to continue safe and reliable wastewater treatment operations.

If approved, please sign the attached Change Order 5 form and return to me for processing.

Apex Engineering Group, Inc.



Karla Olson, PE
Project Manager

CC: Mark Miller – City of Fargo
Elizabeth Tokach-Duran, NDDEQ

Date of Issuance: August 19, 2024	Effective Date: August 19, 2024
Owner: City of Fargo, ND	Owner's Contract No.: WW1701
Contractor: PKG Contracting	Contractor's Project No.: 1811
Engineer: Apex Engineering Group	Engineer's Project No.: 18.102.0114
Project: Fargo WWTF Expansion Phase IIB	Contract Name: Phase IIB Expansion

The Contract is modified as follows upon execution of this Change Order:

Description: Increase in contract price for labor, equipment and materials required to replace the heating, ventilation and plumbing in the Trickling Filter Pump Station (Area 05). This Work was included as an alternate in the original project plans and specifications but was not initially awarded. Since then, the HVAC equipment has failed and immediate replacement is necessary.

Attachments: PKG PCO 05

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>123,950,000.00</u>	Original Contract Times: Substantial Completion: <u>December 31, 2023</u> Ready for Final Payment: <u>May 31, 2024</u> days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : \$ <u>220,229.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>4</u> : Substantial Completion: <u>April 30, 2025</u> Ready for Final Payment: <u>June 1, 2025</u> days
Contract Price prior to this Change Order: \$ <u>124,170,229.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>April 30, 2025</u> Ready for Final Payment: <u>June 1, 2025</u> days or dates
[Increase] [Decrease] of this Change Order: \$ <u>523,095.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>N/A</u> Ready for Final Payment: <u>N/A</u> days or dates
Contract Price incorporating this Change Order: \$ <u>124,693,324.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>April 30, 2025</u> Ready for Final Payment: <u>June 1, 2025</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____ Engineer (if required)	By: _____ Owner (Authorized Signature)	By: _____ Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title: <u>Mayor</u>	Title: <u>Project Manager</u>
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



Winning in Water

July 17 2024

APEX Engineering Group
 4733 Amber Valley Parkway South
 Fargo, ND 58104

Attn: Karla Olson

RE: Fargo Wastewater Treatment Facility - Phase IIB
 City of Fargo Project Number: WW1701

SUBJECT: Change Order No. 5

This itemized proposal is for changes in the Contract Sum and/or Time incidental to the proposed modifications described herein.

PCO No. 05 We propose to provide labor, equipment and materials necessary to perform Plumbing/HVAC modifications to Area 05 - Trickling Filter Pump Station per Karla Olson E-mail Dated March 26 2024 See attached Scope from All American (Note that heat trace is not included in this proposal)

A.)	1. PKG Labor: (including burden/lodging/per diem)	0.00	
	<i>Subtotal Section A.1</i>		\$0.00
	2. Material: (including tax):	0.00	
	<i>Subtotal Section A.2</i>		\$0.00
	3. Equipment: (including fuel/oil/expendables)		
	- NA	0.00	
	<i>Subtotal Section A.3</i>		\$0.00
	4. Contractor Fee: Fifteen (15% on items A.1,2,3)		\$0.00
	<i>Subtotal Section A</i>		\$0.00
B.)	1. Subcontractor:		
	- All American Plumbing & Heating (see attached proposal)	481,199.00	
	2. Contractor Fee: Five (5% on item B.1)	24,059.95	
	<i>Subtotal Section B</i>		\$505,258.95
C.)	Supplemental Costs:		
	1. Small Tools/Equip. & Expendables (10% of A.1)	0.00	
	2. Safety Expense (4% of A.1)	0.00	
	3. Temporary Construction Facilities (2% of Section A, B & C.1)	10,105.18	

4733 Amber Valley Parkway South
 Fargo, ND 58104
 (701) 785-1234
 www.pkg-inc.com

PKG Contracting, Inc.
Page 2
PCO #5

<i>Subtotal C.1, C.2.C.3</i>	\$10,105.18
4. Bonding & Insurance (1.50% of Section A,B,C)	\$7,730.46
<i>Subtotal of Section A,B,C</i>	<u>\$523,094.59</u>
TOTAL CHANGE REQUEST	\$523,095.00
TOTAL CHANGE IN CONTRACT TIME (working days)	TBD

Should you need additional information, please do not hesitate to contact me.

Thank you,

PKG Contracting, Inc.


John Gisvold

Project Manager

cc: 2005 PCO file
attachments



ALL AMERICAN
PLUMBING & HEATING

All American Plumbing and Heating, Inc.
709 4th St E
Horace, ND 58047

Bid Proposal

Name / Address
PKG Contracting Inc. John Gisvold 4301 S. University Drive Fargo, ND 58104

Date	Proposal #
7/17/2024	023591

Project
23038- FWWT Trickling Filter Station

Description	Qty	Cost	Total
This is a plumbing and hvac proposal for the Alternate #2 trickling filter pump station as per original phase 2b documents as per plan and spec Includes 2- eru's 1- supply fan 1- louver duck work gas piping coredrilling demo insulation balancing controls hangers and fastners materials labor plumbing water piping waste and vent rain liters insulation on rain liters and water piping with pvc jacket break tank and fill valve with stand(steel painted as per engineer and city)		481,199.00	481,199.00
Total			

Sign and date below if you accept bid.

Phone #

Fax #

701-356-5325

Signature _____

Print Name _____

Date _____



ALL AMERICAN
PLUMBING & HEATING

All American Plumbing and Heating, Inc.

**709 4th St E
Horace, ND 58047**

Bid Proposal

Name / Address
PKG Contracting Inc. John Gisvold 4301 S. University Drive Fargo, ND 58104

Date	Proposal #
7/17/2024	023591

Project
23038- FWWT Trickling Filter Station

Description	Qty	Cost	Total
Does not include heat trace as it is called out to be in (division 16) Does not include any concrete removal Does not include hot water piping Does not include water heater Does not include any new waste or rain liters below the first floor(we have looked on site for these pipes with the city and we do not know where the pipes terminate, or how we would remove and reinstall these pipes, maybe when the wet well is empty we could have a better idea but for now they are excluded)			
Total			

Phone #	Fax #
701-356-5325	

Sign and date below if you accept bid.

Signature _____

Print Name _____

Date _____

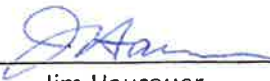
Phase IIB Alternates

- Bid the rehabilitation existing East Train as an alternate
 - Alternates do not increase capacity
 - Will eventually need to be rehabilitated
 - Chose not to accept Alternates 1-6 due to the price of the base bid

- Actual Bid: \$12,846,000
 - ♦ Alternate #1 – Operations Building/Lab Improvements- \$291,000
 - ♦ Alternate #2 – Trickling Filter Lift Station Rehab- \$3,120,000
 - ♦ Alternate #3 – Administration Building- \$4,654,000
 - ♦ Alternate #4 - East Train Vault Rehab- \$269,000
 - ♦ Alternate #5 – Effluent Force Main- \$4,340,000
 - ♦ Alternate #6 – Secondary Digester Rehab- \$452,000
 - ♦ **Alternate #7 – VFD Manufacturer Deduct- (\$280,000):**
ACCEPTED

COMMITTEE:	Present	Yes	No	Unanimous
				<u>Proxy</u>
Denise Kolpack, City Commissioner				
Susan Thompson, Director of Finance				
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				
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		N Boerboom-proxy
Dan Portlock Water Utility Engineer	X	X		
Brenda Derrig, Assistant City Administrator	X	X		

ATTEST:



 Jim Hausauer
 Water Reclamation Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Turnberg

MEMORANDUM

August 21, 2024

To: Utility Committee
From: Jim Hausauer, Water Reclamation Utility Director *JHA*
Re: Task Order #12 - AE2S
Project WW2005-Sanitary Lift Station #62 Improvements

Background-Lift Station #62

The Water Reclamation Utility currently operates and maintains 71 sanitary sewer lift stations as a part of the Fargo/Metro collection system. Lift Station (LS) #62 is located east of 63rd St. S approximately 1/3 mile south of 52nd Ave. S, and pumps to the 45th Street Interceptor Sewer. This LS was built in 2010 and currently serves the Deer Creek & Rocking Horse service areas as well as new developments northern Horace since 2017. With rapid growth in these areas, LS #62 has seen a rather large increase in flow (especially wet weather flow) through this lift station. Sump pump discharge into the sanitary sewer system has caused this LS to go into high water during rain events, needing auxiliary pumps to protect property. This LS has a firm capacity of 500 gpm, and the 2017 Horace Sewer Agreement allocates 800 gpm (1.15 mgd) or 1400 housing units to Horace through this connection near LS #62. The agreement also spells out that Horace will pay the "upcharge" to accommodate their flows while Fargo is responsible for the capacity increase in Rocking Horse and Deer Creek. This upcharge has been estimated to be ~\$646,000, which includes improvements to the lift station and force main that extends to the 45th Street Interceptor.

Water Reclamation staff have also completed a lift station risk assessment tool to assign a risk factor based review of each LS and develop a prioritized/criticality list of all lift stations to plan & project improvements based on consequence of failure and likelihood of failure. Lift Station #62 ranked #1 out of 71 LS's with this assessment tool, thus Water Reclamation staff feels that a preliminary design task order for improvements and a capacity expansion is needed.

AE2S Task Order #12

Task Order #12 will consist of:

- 1). Preliminary Engineering Services-(Project Mgt. & Admin, and Lift Station Assessment)
- 2). Final Design-(Project Mgt. & Admin, Process and Electrical Improvements)
- 3). Bidding or Negotiation Services.

This Task Order & Improvement Project is included in the 2024-25 Capital Improvement budgets to be funded with Project WW2005-Water Reclamation Infrastructure Sales Tax Fund 455.

Recommended Motion

Approve the attached Task Order #12 from Advanced Engineering and Environmental Services, in the amount of \$70,000 for Preliminary Engineering, Final Design and Bidding Services for Lift Station #62 Improvements.



August 21, 2024

Mr. Jim Hausauer
Water Reclamation Utility Director
3400 North Broadway
Fargo, ND 58102

**RE: Lift Station 62 Improvements
Preliminary Engineering, Final Design, and Bidding Phase Services
Task Order No. 12**

Dear Mr. Hausauer:

Thank you for the opportunity to submit this letter proposal for professional engineering services for the Lift Station 62 Improvements Project. This letter and the attached Task Order No. 12 provide the proposed scope of services for Preliminary Engineering, Final Design, and Bidding Phase Services. The proposed fee for these services, expenses, and reimbursables is \$70,000.

The City of Fargo previously completed a study to recommend improvements for Lift Station 62 (LS 62) in 2019. Originally constructed in 2010 to serve the Deer Creek development, LS 62 began receiving additional flows from the City of Horace in 2017. These additional flows have caused concerns about the capacity of existing pumps and electrical equipment. This Task Order includes Preliminary Engineering services to perform a lift station assessment and site visit to evaluate existing conditions. This Task Order also includes Final Design phase services and Bidding or Negotiating Services for the lift station improvements. The project will include improvements to the structural coatings, process equipment, pumps, and electrical equipment associated with LS 62.

If you agree with the proposed scope of services and associated professional fees presented in the attached Task Order No. 12, please sign both copies in the spaces provided, retain one fully-executed copy for your records, and return the other fully-executed copy to AE2S. We are excited to assist the City of Fargo in completing this important project.

Submitted in Service,

A handwritten signature in blue ink, appearing to read "Ryan Grubb".

Ryan Grubb, PE
Client Services Manager

This is Water Reclamation Consulting Task Order No. 12, consisting of 4 pages.

Water Reclamation Consulting Task Order No. 12

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated January 1, 2021 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- A. Effective Task Order Date: September 3, 2024
- B. Owner: City of Fargo (Water Reclamation Utility)
- C. Engineer: Advanced Engineering and Environmental Services, LLC (AE2S)
- D. Engineer Project No.: P00803-2024-009
- E. Specific Project (title): Lift Station 62 Improvements
- F. Specific Project (description):

AE2S completed a condition and capacity assessment for four (4) sanitary sewer lift stations in 2019, which included Lift Station 62 (LS62). The condition assessment documented process, structural, and electrical improvement recommendations for each lift station. This Task Order provides for Preliminary Engineering Phase Services, Final Design Phase Services, and Bidding or Negotiating Services for improvements to LS62. The project will consist of improvements to the wet well and valve vault structures, pump and control panel replacement, and a new emergency onsite generator.

2. Services of Engineer

- A. The specific services to be provided or furnished by Engineer under this Task Order are detailed in Attachment 1 and include the services (and related terms and conditions) set forth in the following sections of Exhibit A, as attached to the Agreement referred to above, such sections being hereby incorporated by reference.
 - Preliminary Engineering Phase Services (Exhibit A, Paragraph A1.02)
 - Final Design Phase Services (Exhibit A, Paragraph A1.03)
 - Bidding or Negotiating Services (Exhibit A, Paragraph A1.04)
- B. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order.

3. Owner's Responsibilities

OWNER shall have those responsibilities set forth in Article 2, Exhibit B of the Agreement.

4. Task Order Schedule

In addition to any schedule provisions provided in Exhibit A or elsewhere, the parties shall meet the following approximate schedule:

- Task Order Approval – September 3, 2024
- Preliminary Engineering Phase – August 2024
- Final Design Phase – August - October 2024
- Bidding Phase – October 2024
- Anticipated Start Construction – November 2024
- Project Completion – May 2025

5. Payments to Engineer

A. OWNER shall pay Engineer for services rendered under this Task Order as follows:

<i>Phase</i>	<i>Task Number and Task Name</i>	<i>Payment Method</i>	<i>Estimated Hours</i>	<i>Amount</i>
030	<i>Preliminary Engineering Services</i>	<i>Method A</i>		
	<i>01 Project Management and Admin</i>		<i>12</i>	<i>\$2,500</i>
	<i>02 Lift Station Assessment</i>		<i>24</i>	<i>\$4,800</i>
040	<i>Final Design Phase Services</i>	<i>Method A</i>		
	<i>01 Project Management and Admin</i>		<i>4</i>	<i>\$900</i>
	<i>02 Process Improvements</i>		<i>168</i>	<i>\$29,000</i>
	<i>03 Electrical Improvements</i>		<i>98</i>	<i>\$18,500</i>
050	<i>Bidding or Negotiating Services</i>	<i>Method A</i>		
	<i>01 Bidding Administration</i>		<i>74</i>	<i>\$14,300</i>
Total			<i>380</i>	<i>\$70,000</i>

Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer’s labor, overhead, profit, reimbursable expenses (if any), and Consultants’ charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

- B. The terms of payment are set forth in Article 4 of the Agreement and in the applicable governing provisions of Exhibit C, where Method A is a Lump Sum payment and Method B is payment for Standard Hourly Rates.
- 6. Consultants retained as of the Effective Date of the Task Order:** None.
- 7. Other Modifications to Agreement and Exhibits:** None.
- 8. Attachments:**
- Attachment 1 – Scope of Services for Task Order No. 12
- 9. Other Documents Incorporated by Reference:** None.

10. Terms and Conditions


Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by Owner.

The Effective Date of this Task Order is September 3, 2024.

OWNER: City of Fargo (Water Reclamation Utility)

ENGINEER: Advanced Engineering and Environmental Services, LLC (AE2S)

By: 

By: 

Name: Jim Hausauer, REHS

Name: Ryan Grubb, PE

Title: Water Reclamation Utility Director

Title: Operations Manager

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Jim Hausauer, REHS

Name: Chase Julson, PE

Title: Water Reclamation Utility Director

Title: Project Manager

Address: 34500 N. Broadway
Fargo, ND 587102

Address: 4170 28th Ave S
Fargo, ND 58104

E-Mail Address: JHausauer@FargoND.gov

E-Mail Address: Chase.Julson@AE2S.com

Phone: (701) 241-8565

Phone: (701) 364 - 9111

This is Attachment 1 to Water Reclamation Consulting Task Order No. 12 consisting of 3 pages.

Attachment 1 to Water Reclamation Consulting Task Order No. 12

Lift Station 62 Improvements

September 3, 2024

Scope of Services

The Project consists of improvements to existing sanitary sewer Lift Station 62 (LS62) located near the Deer Creek neighborhood in south Fargo. This Scope of Services provides for the Preliminary Engineering, Final Design, and Bidding or Negotiating Phase services to support the design and bidding of the Project. The following is a detailed breakdown of this Scope of Services to Water Reclamation Consulting Task Order No. 12.

Phase 030 – Preliminary Engineering Phase Service

In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Preliminary Engineering Phase Services under Water Reclamation Consulting Task Order No. 12.

Task 01 – Project Management and Administration

ENGINEER shall develop Scope of Work for the design of the recommended lift station improvements. ENGINEER shall coordinate and review the Scope of Work with Project stakeholders, including representatives from the Fargo Water Reclamation Utility to ensure OWNER's objectives are met. Comments received through these reviews shall be incorporated into a revised Scope of Work prior to presenting Task Order for approval.

Under this Task, ENGINEER shall also perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner, and monitoring Project budgets and schedules.

Task 02 – Lift Station Assessment

ENGINEER shall perform one (1) site visit with OWNER representatives to assess the condition of the lift station including wet well, valve vault, process piping, pumps, and electrical panel. During the site visit, the ENGINEER will take photos of the existing conditions to assist in producing project drawings.

ENGINEER shall compare findings from the onsite assessment with improvement recommendations documented in the prior completed infrastructure study titled "*Fargo Lift Station 24, 32, 59, and 62 Assessment*" to provide an updated comprehensive list of improvement recommendations for Lift Station 62 (LS62). ENGINEER shall also review and update flow projections for the lift station service area to verify the necessary pump capacity and process piping / equipment sizing to support a 20-year timeframe.

ENGINEER shall meet with OWNER to solicit feedback on lift station service design recommendations to carry forward into Final Design.

Phase 040 – Final Design Phase Service

In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Final Design Phase Services under Water Reclamation Consulting Task Order No. 12.

Task 01 – Project Management and Administration

ENGINEER shall perform general Project administration activities including progress monitoring, scheduling, general correspondence, office administration, and invoicing. These activities include maintaining contact and liaison with the OWNER and Project staff; providing OWNER with monthly Project financial status updates; ensuring that the needs of the OWNER are met in a timely manner, and monitoring Project budgets and schedules.

Task 02 – Process Improvements

ENGINEER shall produce plans and specifications for the LS62 Process Improvements consisting of the following key items:

- Demolition drawings for removals of existing pumps, process pipe, fittings, and equipment.
- Plan and profile drawings of process piping, fittings, and equipment in both the wet well and valve vault.
- Process details associated with the wet well and valve vault improvements.
- Process specifications for all process materials and equipment.

Design review plan sets shall be provided to the OWNER for review and comment via Bluebeam Review Sessions at the following milestones:

- Intermediate Design Submittal
- Pre-Final Design Submittal

ENGINEER shall conduct design review meetings with OWNER at each design milestone to receive and incorporate comments into the Project bidding documents.

ENGINEER shall develop a cost estimate for the lift station improvements and submit to the OWNER as part of the Intermediate Design Submittal. The cost estimate shall be updated and resubmitted to the OWNER during the Pre-Final Design Submittal.

Task 03 – Electrical Improvements

ENGINEER shall produce plans and specifications for the LS62 Electrical Improvements consisting of the following key items:

- Plan and profile drawings of electrical connections and equipment for the wet well and valve vault.
- Plan details for site electrical service, new lift station control panel, variable frequency drives (VFDs), and new onsite emergency generator.
- Plan details for electrical connections and equipment for the wet well and valve vault.
- Plan schedules for electrical materials.
- Project specifications for all electrical materials and equipment.

Design review plan sets shall be provided to the OWNER for review and comment via Bluebeam Review Sessions at the following milestones:

- Intermediate Design Submittal
- Pre-Final Design Submittal

ENGINEER shall conduct design review meetings with OWNER at each design milestone to receive and incorporate comments into the Project bidding documents.

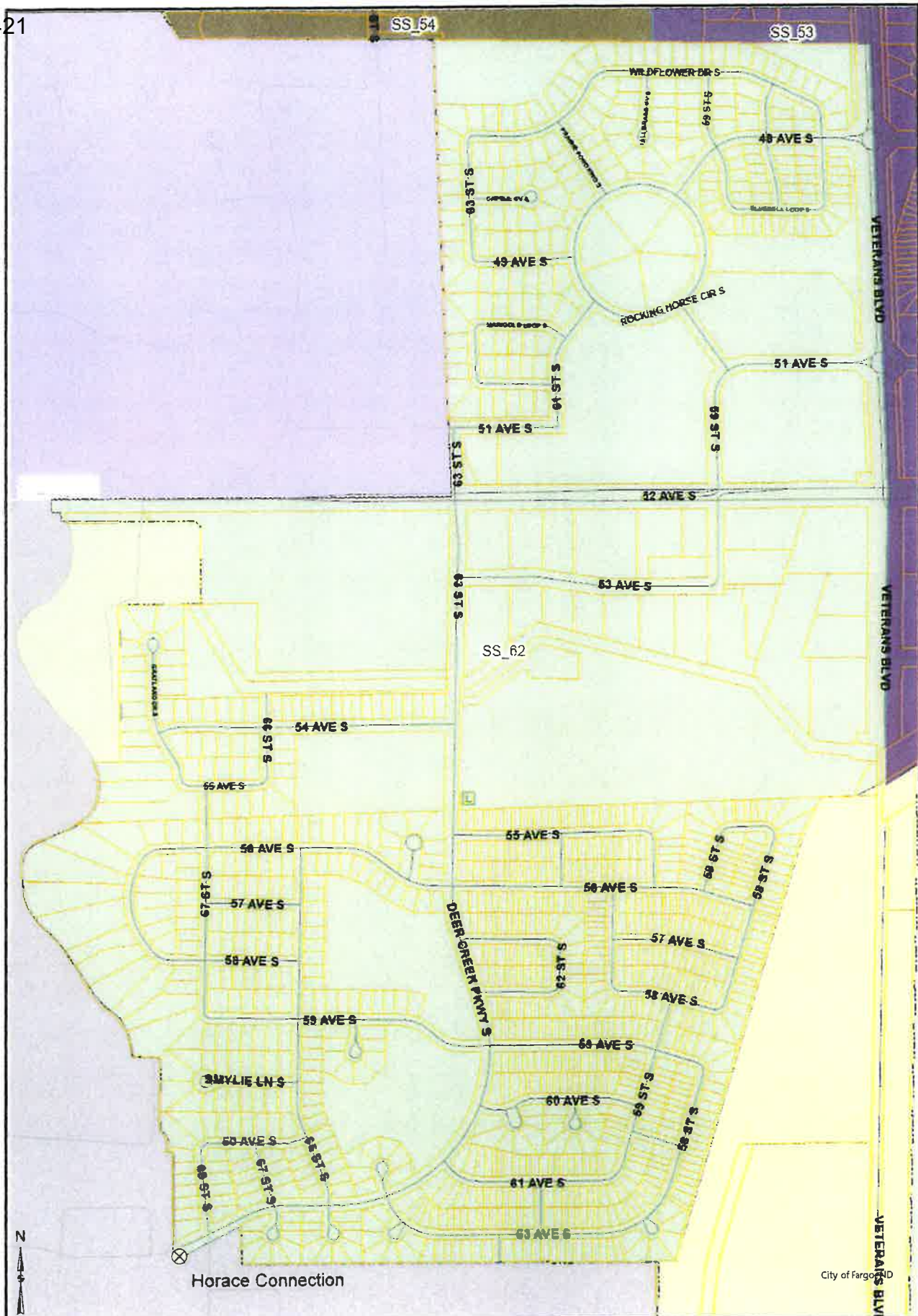
ENGINEER shall develop a cost estimate for the lift station improvements and submit to the OWNER during the Intermediate Design Submittal. The cost estimate shall be updated and resubmitted to the OWNER during the Pre-Final Design Submittal.

Phase 050 – Bidding or Negotiating Services

In accordance with Paragraphs A1.01 and A1.08 of Exhibit A of the Original Task Order Agreement, dated January 1, 2021, ENGINEER shall perform the following additional Bidding or Negotiating Services under Water Reclamation Consulting Task Order No. 12.

Task 01 –Bidding Administration

ENGINEER shall lead the Bidding Phase services, including the development and distribution of construction contracts. Bidding administration services shall be provided by the ENGINEER in soliciting bids for construction, responding to plan holder questions, preparing and certifying addenda for distribution, administering the bid opening for the Lift Station 62 Improvements, reviewing bids, and recommendation to award contract.



These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

LS 62 Service Area

1:9,028

8/16/2024 9:07 AM

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



City of Fargo
 Results from Sanitary Sewer Lift Station Risk Assessment
 Updated April 2024

LS #	COF Score	LOF Score	Risk Score	Priority
62	9.58	7.40	10.00	1 of 69
61	10.00	6.21	9.92	2 of 69
23	8.76	8.75	9.82	3 of 69
22	8.36	7.87	9.20	4 of 69
3	6.98	8.43	8.30	5 of 69
28	7.40	7.21	8.21	6 of 69
25	8.62	3.95	8.05	7 of 69
10	7.21	6.93	7.96	8 of 69
60	7.02	7.21	7.92	9 of 69
58	6.23	8.23	7.64	10 of 69
4	6.96	5.82	7.38	11 of 69
7	6.74	6.11	7.31	12 of 69
1	7.30	4.73	7.27	13 of 69
45	5.84	7.91	7.22	14 of 69
19	6.68	5.79	7.15	15 of 69
53	6.34	6.54	7.14	16 of 69
47	5.91	7.45	7.11	17 of 69
26	5.60	7.86	7.01	18 of 69
29	5.10	8.73	6.92	19 of 69
46	6.41	5.68	6.90	20 of 69
2	6.98	4.34	6.89	21 of 69
59	5.60	7.38	6.84	22 of 69
43	4.67	9.37	6.80	23 of 69
54	5.87	6.22	6.66	24 of 69
9	6.14	5.37	6.57	25 of 69
18	4.60	8.66	6.50	26 of 69
34	4.38	9.15	6.49	27 of 69
49	4.87	7.89	6.45	28 of 69
51	5.28	6.91	6.43	29 of 69
31	4.48	8.72	6.43	30 of 69
15	5.07	7.33	6.41	31 of 69
6	5.64	5.99	6.40	32 of 69
37	4.71	8.02	6.37	33 of 69
39	3.71	10.00	6.26	34 of 69
48	6.13	4.29	6.20	35 of 69
20	4.23	8.29	6.08	36 of 69
56	4.68	6.94	5.97	37 of 69
50	3.89	8.72	5.96	38 of 69
16	5.12	5.86	5.95	39 of 69
8	3.64	8.92	5.84	40 of 69
38	5.06	5.65	5.82	41 of 69
40	3.83	8.37	5.79	42 of 69
52	4.99	5.73	5.79	43 of 69
11	3.41	9.17	5.74	44 of 69
13	4.14	7.49	5.73	45 of 69
66	4.28	7.01	5.67	46 of 69
12	4.69	5.92	5.63	47 of 69

LS #	COF Score	LOF Score	Risk Score	Priority
30	3.26	9.10	5.60	48 of 69
68	3.77	7.86	5.57	49 of 69
14	4.70	5.69	5.55	50 of 69
21	3.77	7.78	5.54	51 of 69
36	3.53	8.25	5.51	52 of 69
24	5.20	4.39	5.50	53 of 69
44	3.36	8.37	5.42	54 of 69
64	4.86	4.90	5.40	55 of 69
55	3.77	7.03	5.28	56 of 69
33	2.94	8.81	5.24	57 of 69
WS-1	5.15	3.76	5.24	58 of 69
WS-2	5.15	3.76	5.24	59 of 69
65	4.46	4.99	5.12	60 of 69
57	3.48	6.94	5.02	61 of 69
32	4.53	4.39	4.97	62 of 69
67	3.43	6.78	4.92	63 of 69
69	3.80	4.99	4.60	64 of 69
73	4.06	3.67	4.34	65 of 69
70	3.52	4.72	4.28	66 of 69
72	3.32	4.69	4.11	67 of 69
63	3.17	4.98	4.10	68 of 69
71	3.34	4.10	3.92	69 of 69

Guide

- **Consequence of Failure (COF)** – The COF score quantifies how critical a lift station is to Fargo’s sanitary sewer collection system operations. COF considers criteria such as lift station criticality, capacity, upstream lift stations, emergency response time, etc.
- **Likelihood of Failure (LOF)** – The LOF score quantifies the failure probability of a lift station. LOF considers criteria such as pumping system condition, electrical system condition, instrumentation and controls condition, mechanical systems condition, and structural condition.
- **Risk** – The risk score is calculated by multiplying the COF score and the LOF score. Risk scores are normalized on a 1-10 scale.

LS #	COE Score	COE Score	COE Score	Priority
1	7.3	4.7	7.3	13 of 69
2	7.0	4.8	4.8	11 of 69
3	7.0	4.4	4.4	5 of 69
4	7.0	3.8	7.4	11 of 69
6	6.6	4.0	4.4	12 of 69
7	6.7	4.1	7.3	12 of 69
8	3.4	3.9	3.9	40 of 69
9	4.1	3.4	4.6	15 of 69
10	7.2	4.9	4.9	8 of 69
11	3.4	3.2	5.7	44 of 69
12	4.7	3.9	3.4	47 of 69
13	4.1	3.5	3.7	49 of 69
14	4.7	3.7	3.5	50 of 69
15	3.6	3.3	4.4	11 of 69
16	3.3	3.9	3.9	19 of 69
18	4.6	4.7	4.5	16 of 69
19	4.7	3.4	3.1	15 of 69
20	4.2	4.1	4.1	16 of 69
21	3.8	3.4	3.5	15 of 69
22	4.4	3.9	3.2	4 of 69
23	4.8	4.8	4.8	1 of 69
24	3.2	4.4	3.5	13 of 69
25	4.6	4.0	4.0	7 of 69
26	3.6	3.9	3.9	18 of 69
28	3.4	3.2	4.2	6 of 69
29	3.3	4.7	4.9	13 of 69
30	3.3	3.1	3.4	46 of 69
31	4.5	4.7	4.4	10 of 69
32	4.5	4.4	3.9	42 of 69
33	3.9	4.8	3.7	17 of 69
34	4.4	3.1	4.5	27 of 69
36	3.5	4.1	3.5	52 of 69
37	4.7	4.0	4.4	13 of 69
38	3.1	3.6	3.8	41 of 69
39	3.7	3.9	4.3	24 of 69
40	3.8	4.4	3.4	43 of 69
41	4.7	3.4	4.8	11 of 69
44	3.4	4.4	3.4	14 of 69
45	3.8	3.9	3.1	14 of 69
46	4.4	3.7	4.3	20 of 69
47	3.9	3.4	3.1	17 of 69
48	4.1	4.3	4.2	15 of 69
49	4.8	3.9	4.4	18 of 69
50	3.9	4.3	4.0	18 of 69
51	3.3	4.4	4.4	19 of 69
52	3.0	3.7	3.8	43 of 69
53	4.3	4.5	3.1	16 of 69
54	3.9	4.2	4.7	21 of 69
55	3.4	3.0	3.3	56 of 69
56	4.7	4.5	4.0	17 of 69
57	3.5	4.8	3.0	41 of 69
58	4.2	4.1	3.8	10 of 69
59	3.4	3.4	4.8	12 of 69
60	3.0	3.2	3.8	9 of 69
61	10.0	4.2	3.9	2 of 69
62	3.4	3.4	10.0	1 of 69
63	3.2	3.0	4.1	48 of 69
64	4.9	4.9	3.4	15 of 69
65	4.5	3.0	3.1	40 of 69
66	4.9	3.0	3.7	46 of 69
67	3.4	4.8	4.9	13 of 69
68	3.8	3.9	3.4	49 of 69
69	3.8	3.0	4.4	14 of 69
70	3.5	4.7	4.9	46 of 69
71	3.2	4.1	3.9	49 of 69
72	3.3	4.7	4.1	47 of 69
73	4.1	3.2	4.3	45 of 69
WS-1	3.1	3.8	3.1	58 of 69
WS-2	3.3	3.8	3.3	19 of 69

