

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

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, November 14, 2022).

CONSENT AGENDA – APPROVE THE FOLLOWING:

1. Recommendation from the Economic Development Incentives Committee to appoint Jon Eisert to the ND Opportunity Fund Consortium.
2. 2nd reading and final adoption of an Ordinance rezoning Certain Parcels of Land Lying in Fitzsimonds Second Addition.
3. Settlement Agreement and Release of All Claims with Rose Management, LLC.
4. Extension of all Vehicle for Hire Licenses until such time as the Ordinance Related to Vehicles for Hire, Article 25-04 have been updated, but no later than 2/28/23.
5. Extension of the Class “A-8” Alcoholic Beverage License for BFG, Inc. d/b/a Borrowed Bucks Roadhouse until 6/30/23.
6. Direct the City Attorney to prepare amendments to Fargo Municipal Code, Article 25-15 – Alcoholic Beverages, relating to liquor license establishments.
7. Gaming Site Authorization for North Dakota Horse Park Foundation at the Boiler Room – Fargo.
8. Applications for Games of Chance:
 - a. Red River Valley Fraternal Order of Police for a raffle on 1/22/23.
 - b. Sigma Nu Fraternity for a raffle on 12/8/22.
 - c. Bison Dance Team for a raffle on 12/2/22.
 - d. Muskies, Inc. FM Chapter for a raffle on 2/9/23.
 - e. El Zagal Shrine Arab Patrol for a raffle on 3/10/23.
9. Piggyback Contract with AVI Systems, Inc. for the broadcast technology fit-up of the Police Department Headquarters Media Room expansion (PBC17110).
10. Change Order No. 2 in the amount of \$7,855.00 and time extension to the substantial and final completion dates to 5/18/23 and 6/1/23 for Project No. MP-20-A2.
11. Change Order No. 4 in the amount of \$24,600.00 for Project No. UR-22-B1.

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12. Negative Final Balancing Change Order No. 1 in the amount of -\$16,068.63 for Project No. PR-22-A1.
 13. Contract Amendment No. 4 with Houston Engineering in the amount of \$160,000.00 for Project No. FM-19-C0.
 14. Contract Amendment No. 5 with Houston Engineering in the amount of \$33,000.00 for Project No. FM-19-B0.
 15. Contract Amendment No. 5 with Houston Engineering in the amount of \$42,654.50 for Project No. FM-19-F0.
 16. Solicitation from the Department of Veteran's Affairs for Fargo Cass Public Health's Harm Reduction Division to provide triage services after hours for homeless Veterans.
 17. Proposed Amendment to the 2022 HUD Action Plan.
 18. Resolutions Approving the following Plats:
 - a. Valley View 9th Addition.
 - b. Valley View 10th Addition.
 - c. Calico Prairie 3rd Addition.
 19. Bid award for the fleet expansion purchase of one motorgrader with wing (RFP23009).
 20. Bid award for the replacement purchase of one motorgrader with wing (RFP23010).
 21. Bid award for the replacement purchase of a wheel loader with plow (RFP23011).
 22. Services Agreement Street Snow Plowing with Master Construction Company, Inc. for the 2022/2023 snow season (RFP22118).
 23. Bid award for winter pruning operations (RFP23006).
 24. Applying for grant funding for the presented Transit Department requests and upon successful receipt of funds to approve the grant execution.
 25. Amendment to Task Order No. 1 in the amount of \$92,290.00 with Stantec Engineering Services for Project No. SW22-01.
 26. Change Orders No. 3 in the amount of \$10,432.00 and No. 4 for a time extension to the substantial completion date to 12/23/22 for Project No. SW22-01.
 27. Sole Source Procurement with Suez Water Technologies and Solutions to purchase 216 ultrafiltration modules (SSP22186).
 28. Sole Source Procurement with Leopold to purchase a filter underdrain system for Project No. WA2255 (SSP22115).
 29. One year extension to the Electrical Services Agreement with Sun Electric, Inc.
 30. Bills.
 31. Change Order No. 3 for a time extension of the substantial and final completion dates to 10/19/22 and 11/18/22 for Improvement District No. BR-22-B1.

REGULAR AGENDA:

33. **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).**
34. ***Public Input Opportunity* - PUBLIC HEARINGS - 5:15 pm:**
- a. Application for a Class "CW" Alcoholic Beverage License for You Golf LLC d/b/a DogLeg North Lounge and Indoor Golf to be located at 2700 Broadway.
 - b. Application for a Class "GH" Alcoholic Beverage License for 4 Star Group, LLC d/b/a Himalayan Yak to be located at 1109 38th Street South.
 - c. Application filed by Packet Digital, LLC for a property tax exemption for a project to be located at 704 38th Street North which the applicant will use to design, build, assemble and ship drone and space vehicle battery management systems.
35. Presentation by Metro COG on the 2022 Fargo-Moorhead Metropolitan Bicycle and Pedestrian Plan.
- a. Resolution in Support of the 2022 Fargo-Moorhead Metropolitan Bicycle and Pedestrian Plan.
36. Recommendation to approve the Government Relations and Legislative Advocacy proposal from Effertz Law, PLLC and to appoint Terry Effertz as a Special Assistant City Attorney to represent the City of Fargo.
37. Recommendation to extend the Dangerous Building removal date for property located at 812 7th Street North to December 30, 2022.
38. Applications for Property Tax Exemptions for Improvements Made to Buildings:
- a. Thomas and Donna Schneider, 1945 East Rose Creek Parkway South (5 years).
 - b. Erica Johnson and Adrian Baldwin, 77 31st Avenue North (5 years).
 - c. Conner Riley and CE Homes LLC, 1128 5th Avenue South (5 years).
 - d. Linda Workin, 2379 20 1/2 Avenue South, Unit 2379-8 (5 years).
 - e. Leroy and Lynn Olson, 2462 West Country Club Drive South (5 years).
 - f. Blaise Birchem and Chelsea Krause Birchem, 301 27th Avenue North (5 years).
 - g. Aimee Strand, 2718 18th Avenue South (5 years).
 - h. Anita Hamm, 1425 13th Avenue South (5 years).
 - i. Kent and Jennifer Ritterman, 147 Eagle Street North (5 years).
 - j. Luke and Kathryn Swenson, 1613 9th Street South (5 years).
 - k. Catlin Solum, 1017 15th Street South (5 years).
 - l. Jeff Furstenau and Pamela Sunna, 2843 27th Street South (5 years).
 - m. Savvy Maverick LLC, 1016 5th Street South (5 years).
 - n. Devan and Courtney Schuler, 2326 26 1/2 Avenue South (5 years).
 - o. Emily O'Meara and Cole Mehring, 92 35th Avenue Northeast (5 years).
 - p. Joshua and Johanna Gross, 1302 1st Street North (5 years).
 - q. Heidi Sand, 81 23rd Avenue North (5 years).


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39. Recommendation for appointments to the Fargo Housing and Redevelopment Authority.
 40. Wess Philome would like to address the Commission about DEI expectations.
 41. Liaison Commissioner Assignment Updates.

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.

MEMORANDUM

TO: Fargo City Commission

FROM: Jim Gilmour, Director of Strategic Planning and Research 

DATE: November 23, 2022

SUBJECT: Fargo Representative on ND Opportunity Fund Consortium

The Economic Development Incentives Committee is recommending that Jon Eisert serve as the Fargo representative on the ND Opportunity Fund Consortium. Eisert is a City Commission appointed member of the Economic Development Incentives Committee and works at Bell Bank as vice president/market development officer.

John Machacek from the Greater Fargo Moorhead EDC has done an excellent job representing Fargo for the past 10 years. However, he has requested Fargo appoint a new representative to this consortium.

The City of Fargo is a member of the North Dakota Opportunity Fund Consortium along with 37 other communities in North Dakota. This fund originated as part of the Small Business Jobs Act of 2010. The fund provides loans and investments to small businesses in member cities.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

2

ORDINANCE NO. _____

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

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

6 WHEREAS, the Fargo Planning Commission recommended approval of the rezoning
7 request on August 2, 2022; and,

8 WHEREAS, the rezoning changes were approved by the City Commission on November
9 14, 2022.

10 NOW, THEREFORE,

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

12 Section 1. The following described property:

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

15 is hereby retaining the base zoning of "GC", General Commercial, District with a "C-O",
16 Conditional Overlay, as established by Fargo City Ordinance No. 5206, repealing the existing "C-
17 O", Conditional Overlay to the above-described property and replacing with the following "C-O",
18 Conditional Overlay, District:

- 19 1. This Conditional Overlay is intended to provide for a higher quality of design than is
20 afforded by the City of Fargo Land Development Code regarding the future commercial
21 development of McShane Development.
- 22 2. All primary buildings shall be constructed or clad with materials that are durable,
23 economically-maintained, and of a quality that will retain their appearance over time,
including but not limited to natural or synthetic stone; brick; stucco; integrally colored,
textured or glazed concrete masonry units; high-quality pre-stressed concrete systems; or

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FARGO, NORTH DAKOTA

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glass. Natural wood or wood paneling shall not be used as a principal exterior wall material, but durable synthetic materials with the appearance of wood may be used.

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

4 4. All building façades greater than 200 feet in length, measured horizontally, shall
5 incorporate wall plane projections or recesses having a depth of at least three percent of
6 the length of the façade, and extending at least 20 percent of the façade. No
7 uninterrupted length of façade shall exceed 200 horizontal feet. An articulated façade
8 would emphasize elements on the face of a wall including change in setback, materials,
9 roof pitch, or height.

8 i. All buildings shall have architectural interest and variety to avoid the effect of a
9 single, long or massive wall; buildings shall include a variation in size and shape.

9 ii. All building elevations or façades facing or viewable from right-of-ways or
10 parking lots that are greater than 200 feet in length, measured horizontally from
11 vertical edge to vertical edge, shall incorporate wall plane projections or recesses.
12 Each projection and/or recess shall have a depth of at least five feet, and the
13 cumulative horizontal width of all projections and/or recesses within a façade
14 shall equate to at least an accumulated total of 20 percent of the overall horizontal
15 length of the façade. No uninterrupted length of any façade shall exceed 200
16 horizontal feet. Attached or adjacent permanent wall projections that screen
17 maintenance/loading/delivery/ dumpsters that exceed 9 feet in height shall count
18 as projections and recesses.

15 iii. Ground floor façades that are within 200 feet of the right-of-way, measured from
16 the exterior wall, shall have arcades, display windows, entry areas, awnings,
17 spandrel glass, ground level landscaping, or other such features along no less than
18 60% of its horizontal length.

17 iv. All building elevations or façades facing or viewable from the rights-of-way or
18 parking lots shall be designed with a similar level of design detail, respective to
19 building massing and building materials.

19 5. Ground floor façades that face public streets shall have arcades, display windows, entry
20 areas, awnings, or other such features along no less than 60 percent of their horizontal
21 length. If the façade facing the street is not the front, it shall include the same features
22 and/or landscaping in scale with the façade.

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FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 6. Flat roofs and rooftop equipment, such as HVAC units, shall be screened to a minimum
2 of half the height of the unit by parapets and/or screens, including but not limited to the
3 back of the structure

4 7. Loading facilities shall not be located at the front of structures where it is difficult to
5 adequately screen them from view. All loading and service areas shall be screened from
6 the view of adjacent public streets through a structure and/or landscaping.

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

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

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

10. On-premise signs

- a. Every structure and complex should be designed with a precise concept for
adequate signing. Provisions for sign placement, sign scale in relationship with

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the building, and sign readability should be considered in developing the signing concept.

- b. Signage size, color and form should complement the architecture of the building and should not compete or become the focal point of the building form.
- c. Signage must not extend horizontally or vertically past the building.
- d. Signage text should be legible from arterial streets, use of recognizable imagery can be substituted for legibility of text. Sign should not be larger than necessary to achieve this legibility from the street.
- e. Sign surface areas must be less than 10% of the building surface.
- f. Signs should be located horizontally above first floor doors and windows, on awnings, or adjacent to building entrances if mounted on a wall.
- g. Corporate logos should be appropriately scaled.
- h. Separate pedestrian-oriented signs should be provided when pedestrians cannot see the façade signage which is oriented to the street.
- i. Each development site should be appropriately signed to give directions to loading and receiving areas, visitor parking and other special areas.
- j. Multi-tenant buildings or developments may have one monument or ground mounted sign per street frontage listing all of the tenants. Monument or ground mounted signs for individual businesses in multi-tenant buildings or developments are prohibited. Monument-type signs are the preferred alternative for business identification whenever possible.
- k. Signs should advertise a specific building or business, not products, trademarks, or special events.
 - l. Window signs used for shop fronts or mixed-use building are permitted provided that the aggregate total of all window signs for each business shall not exceed 25% of its respective window area.
- m. One on-premise, static, multi-tenant sign, positioned to be visible from Interstate 29, may be up to 60 feet in height. Otherwise, no on premise sign shall exceed forty-five (45) feet in height.

11. A minimum of 4.5% of the internal surface area of the parking lot shall be landscaped. The cumulative open space (green space) of each lot shall consist of at least 15% of the lot.

12. The following use(s) are prohibited.
- a. Detention Facilities
 - b. Adult Entertainment Center

OFFICE OF THE CITY ATTORNEY
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ORDINANCE NO. _____

- c. Off-Premise Advertising Signs (directional signs that are less than 50 square feet in size are exempt for this prohibition)
- d. Portable Signs
- e. Industrial Service
- f. Manufacturing and Production
- g. Warehouse and Freight Movement
- h. Aviation/Surface Transportation

13. The Zoning Administrator shall review each applicable Site Plan to determine compliance with this Conditional Overlay and act to approve or deny the Site Plan application.

14. The decision of the Zoning Administrator may be appealed to the Planning Commission.

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

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

Timothy J. Mahoney, M.D., Mayor

(SEAL)

Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

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CITY ATTORNEY

Nancy J. Morris

3

ASSISTANT CITY ATTORNEYS

Ian R. McLean ▪ Alissa R. Farol ▪ William B. Wischer

November 23, 2022

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

RE: Settlement Agreement Approval

Dear Mayor and Commissioners,

Please find attached for your approval a Settlement Agreement and Release of All Claims relating to snow and ice removal charges levied against several parcels. The property owner disputed the invoice, asserting that some of the sidewalks cleaned were not adjacent to its apartment buildings, and the amount. The invoice was in the amount of \$2,175.66. Public works recommends resolving this matter for payment in the amount of \$1,900.

Suggested Motion: I move to approve the Settlement Agreement and Release of All Claims between Rose Management, LLC, a North Dakota limited liability company, d/b/a Anda Construction and the City of Fargo, settling all claims for payment in the amount of \$1,900.

Please feel free to contact me with any questions, comments or concerns.

Regards,



Nancy J. Morris

cc: Paul Fiechtner
Benjamin Dow

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release ("Agreement") is made and entered into as of the latest date of signature on the Agreement by and between the city of Fargo, a North Dakota municipal corporation ("City"), and Rose Management, LLC, a North Dakota limited liability company d/b/a Anda Construction ("Anda").

1. City contracted to remove snow and ice accumulation from sidewalks adjacent to property owned by Anda in February 2022.
2. City invoiced Anda for the cost of the snow removal on March 16, 2022, in the amount of \$2,175.66.
3. Finance charges were assessed on the unpaid invoice.
4. Anda disputed the amount of the invoice, and further asserted that not all of the sidewalks cleared were in fact adjacent to property owned by Anda.
5. City and Anda now wish to fully and finally resolve this matter by settlement of the disputed claim.
6. For good and valuable consideration the receipt and sufficiency which is hereby acknowledged, the parties agree to fully and finally resolve this matter.
7. Anda agrees to pay City the sum of One Thousand Nine Hundred Dollars (\$1,900.00).
8. Upon receipt of the settlement consideration, City agrees to release and forever discharges Anda, including their members, officers, governors, employees, successors, and assigns, from any and all claims, demands, damages, actions, causes of action, penalties, costs, or suits of any kind or nature whatsoever arising out of sidewalk snow removal by City in February 2022.
9. "Claims" as referenced above shall include but not be limited to all known and unknown, foreseen and unforeseen, contemplated or not now contemplated, asserted or unasserted, direct and indirect, damages, fees, expenses, interest, attorney's fees, and other costs and disbursements or claims of any kind, nature or description whatsoever, under any local, state or federal law or ordinance or under the common law.
10. City and Anda affirm that the terms of this Agreement have been completely read and are fully understood and voluntarily accepted for the purpose of settling all claims in regard to the snow removal referenced herein for the express purpose of precluding forever any further or additional claims arising out of said snow removal.
11. Both parties acknowledge that they have either consulted with legal counsel prior to executing this Release or have been advised of the right to consult with legal counsel prior to executing this Release. It is understood and agreed that this Agreement represents a compromise of disputed claims, and it is not intended nor

understood to be an admission of liability but rather, such liability is expressly denied.

12. City and Anda further affirm that no promise, inducement, or agreement not herein expressed has been made and that this Agreement contains the entire agreement between the parties.

Dated this _____ day of November, 2022.

City of Fargo, a North Dakota municipal corporation

Dr. Timothy J. Mahoney, Mayor

Attest:

Steven Sprague, City Auditor

Rose Management, LLC, a North Dakota limited liability company

By: 
Its: 

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MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: Taxi Cab/Vehicles for Hire Ordinance

DATE: November 21, 2022

At the September 6, 2022 meeting of the City of Fargo City Commission, agenda item 46 directed the City Attorney to prepare changes to ordinance 25-04 relating to vehicle for hire. It is taking a little longer than anticipated to make sure the changes are complete and well structured; the ordinance changes will not be ready by year-end in time for license renewal.

Please approve an extension of all vehicle for hire licenses until such time the ordinances related to Vehicles for Hire found in 25-04 have been updated. It is anticipated all ordinance changes will be completed before the end of February.

Recommended Motion:

Approve extending Vehicle for Hire licenses until ordinance changes have been made, no later than February 28, 2023.

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AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North
PO Box 2471

Fargo, ND 58108

Phone: 701.241.8108 | Fax: 701.241.8184

www.FargoND.gov

MEMORANDUM

TO: Board of City Commissioners
FROM: Steven Sprague, City Auditor
SUBJECT: Liquor License Extension – Borrowed Bucks
DATE: November 17, 2022

The Auditor's office received a request to grant an extension of the requirements of 25-1512 from BFG, Inc. d/b/a Borrowed Bucks Roadhouse until June 30, 2023

Borrowed Bucks has been in operation in the City of Fargo since 1991. Borrowed Bucks closed its doors June 5th 2022. The owners are requesting an extension of ordinance 25-1512 in order to develop a new concept and repurpose the liquor license.

Please see the attached letter from the company.

Please approve an extension of 25-1512 for BFG, Inc. d/b/a Borrowed Bucks Roadhouse until June 30, 2023.

Recommended Motion:

Move an extension of the requirements of 25-1512 to BFG, Inc. d/b/a Borrowed Bucks Roadhouse until June 30, 2023.



BFG, INC.
P.O. BOX 2043
FARGO, ND 58107
Phone (701) 237-5151

November 10, 2022

City of Fargo
City Auditor's Office
225 4th Street North
Fargo, ND 58102

ATTN: Steve Sprague

Dear Steve:

In follow up to our phone conversation this morning, we are requesting an extension of FMC 25-2512 for License #A8 issued to BFG, Inc. for an additional period of time. It is our desire to extend this license to June 30, 2023, which is the expiration date of the existing issued license.

We continue to research and discuss alternative options for the use of this license within our ownership group. It is our desire to keep this license in good standing in order that it is available for use at a future date. Once a decision is made and a new operating corporation is created, we will request that the license be transferred to that corporation at that time.

If you have any questions or need additional information, please feel free to contact me at (701) 237-5151, extension 11, or Vonnie at extension 13.

Thank you.

Sincerely,

Randy Thorson
PRESIDENT

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AUDITOR'S OFFICE

Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.8108 | Fax: 701.241.8184
www.FargoND.gov

November 16, 2022

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

RE: Ordinance amendment – License Classification Simplification

Dear Mayor Mahoney and Commissioners,

I seek your permission to work with the City Attorney to draft amendments to City of Fargo Article 25-15: Alcoholic Beverages, relating to liquor license classification simplification.

The Liquor Control Board unanimously approved a recommendation to the City Commission to amend the liquor license classifications in such a manner that the number of liquor license classifications be consolidated and simplified. The City would maintain on sale/off sale and restaurant classification but would simplify or consolidate similar license classifications.

Suggested Motion: I move to direct the City Attorney to prepare amendments to Fargo Municipal Code, Article 25-15: Alcoholic Beverages, relating to liquor license classifications.

Sincerely,



Steven Sprague,
City Auditor



GAMING SITE AUTHORIZATION
 OFFICE OF ATTORNEY GENERAL
 SFN 17996 (02/2018)

①

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

Full, Legal Name of Gaming Organization **North Dakota Horse Park Foundation**

The above organization is hereby authorized to conduct games of chance under the license granted by the Attorney General of the State of North Dakota at the following location

Name of Location Boiler Room - Fargo			
Street 210 Broadway, Ste 90	City Fargo	ZIP Code 58102	County Cass
Beginning Date(s) Authorized 12/1/22	Ending Date(s) Authorized 6/30/23	Number of twenty-one tables if zero, enter "0": 0	
Specific location where games of chance will be conducted <u>and</u> played at the site (required) Games will be conducted and played in the bar area, excluding bathrooms			
If conducting Raffle or Poker activity provide date(s) or month(s) of event(s) if known			

RESTRICTIONS (City/County Use Only)

Days of week of gaming operations (if restricted)	Hours of gaming (if restricted)
---	---------------------------------

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 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"/> Paddlewheels with Tickets
<input type="checkbox"/> Pull Tab Dispensing Device	<input type="checkbox"/> Prize Board Dispensing Device	<input type="checkbox"/> Paddlewheel Table
<input checked="" type="checkbox"/> ELECTRONIC Pull Tab Device		

APPROVALS

Attorney General	Date
Signature of City/County Official	Date 12/28/22
PRINT Name and official position of person signing on behalf of city/county above Steve 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
 LICENSING SECTION
 SFN 9338 (09-2021)

San

CASH
25.00
11/10/22
2:15 pm

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*

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to Red River Valley Fraternal Order of Police		Dates of Activity 11/21/22-1/22/23		If raffle, provide drawing date 1/22/23	
Organization or Group Contact Person Kerri Gortmaker		Title or Position Secretary		Telephone Number 7015661091	
Business Address PO Box 962		City Fargo		State ND	ZIP Code 58103
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) Scheels Arena					
Site Address 5225 31 Ave S		City Fargo		ZIP Code ND	County 58104

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	Please see attachment for breakdown of all raffle drawing prizes	
Total (limit \$40,000 per year)		8360.00

Intended Uses of Gaming Proceeds
 Lifesaving equipment, supplies, and/or training for local emergency organizations

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 any 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 of \$40,000 per 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 used for political purposes.)
 Yes No

Organization or Group Contact Person

Name Kerri Gortmaker	Title Secretary	Telephone Number 7015661091	E-mail Address ndsecretary@fop.net
Signature of Organization or Group's Top Official <i>Kerri Gortmaker</i>		Title Secretary	Date 11/10/22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (09-2021)

(86)

\$25.00
cc
11/2-22

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*

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to Sigma Nu Fraternity		Dates of Activity 12/5/22-12/7-22		If raffle, provide drawing date 12/8/22	
Organization or Group Contact Person Mason Stanius		Title or Position Philanthropy Chairmen		Telephone Number 218-390-0263	
Business Address 1145 12th St N		City Fargo		State ND	ZIP Code 58102
Mailing Address (if different)		City		State	ZIP Code
Site Name (where gaming will be conducted) Memorial Union NDSU Campus					
Site Address 1401 Administration Avenue		City Fargo		ZIP Code 58102	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Raffle	Cash Prize	50% of total entrys raised
Total (limit \$40,000 per year)		5,000

Intended Uses of Gaming Proceeds
Donated to St. Judes children Hospital

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 any 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 of \$40,000 per 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 used for political purposes.)
 Yes No

Organization or Group Contact Person

Name Mason Stanius	Title Philanthropy Chairmen	Telephone Number 218-390-0263	E-mail Address Mason.stanius@ndsu.edu
Signature of Organization or Group's Top Official 		Title Eminent Commender (President)	Date 11/13/22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT

NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (09-2021)

525.00
cc
11-16-22

(80)

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*

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to Bison Dance Team		Dates of Activity 12/02/2022	If raffle, provide drawing date 12/02/2022	
Organization or Group Contact Person Danielle Bigalke		Title or Position President	Telephone Number 701-361-1550	
Business Address NDSU Dept 2837 P.O.Box 6050		City Fargo	State ND	ZIP Code 58108
Mailing Address (if different)		City	State	ZIP Code
Site Name (where gaming will be conducted) Carl Ben Eielson Middle School				
Site Address 1601 13th Ave S		City Fargo	ZIP Code 58103	County Cass

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
50/50 Cash Raffle		Maximum \$500

Total (limit \$40,000 per year) \$500.00

Intended Uses of Gaming Proceeds
Support costs of dance apparel.

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 any 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 of \$40,000 per 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 used for political purposes.)

Yes No

Organization or Group Contact Person

Name Danielle Bigalke	Title President	Telephone Number 701-361-1550	E-mail Address bdtfundraisingcommittee@gmail.com
Signature of Organization or Group's Top Official <i>Danielle Bigalke</i>		Title President	Date 10/04/22



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
LICENSING SECTION
SFN 9338 (09-2021)

(Sd)

✓ 1184
11/17/22
25.00

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*

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to Muskie's Inc 7. m. chapter	Dates of Activity 2-9-2023	If raffle, provide drawing date 2-9-2023	
Organization or Group Contact Person Richard A. Eagleson	Title or Position club treasure	Telephone Number 701-237-4801	
Business Address 909 Page Dr.	City Fargo	State ND	ZIP Code 58103
Mailing Address (if different) same	City	State	ZIP Code
Site Name (where gaming will be conducted) RAMADA Fargo			
Site Address 3333 13 th Ave So.	City Fargo, ND	ZIP Code 58103	County CASS

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
RAFFLE	CASH PRIZES	500. ⁰⁰
RAFFLE	5 CASH prizes 100. ⁰⁰ each	500. ⁰⁰
Total (limit \$40,000 per year)		1000. ⁰⁰

Intended Uses of Gaming Proceeds
to promote muskie Research, FISH Stocking, Youth Fishing, Donations

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 any 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 of \$40,000 per 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 used for political purposes.)
 Yes No

Organization or Group Contact Person

Name Rick Eagleson	Title club treasure	Telephone Number 701-237-4801	E-mail Address REagle2481@aol.com
Signature of Organization or Group's Top Official <i>[Signature]</i>		Title club treasure	Date 11-17-2022



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
 NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
 LICENSING SECTION
 SFN 9338 (09-2021)

Page 23

(8e)

CC
25.00
11/21/22

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*

Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit allowed per year.

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

Name of Organization or Group of People permit is issued to <i>EI Zagal Shrine Arabs Patrol</i>	Dates of Activity <i>March 10, 2023</i>	If raffle, provide drawing date <i>March 10, 2023</i>	
Organization or Group Contact Person <i>Ray Johnson</i>	Title or Position <i>Committee Member</i>	Telephone Number <i>701 238 4218</i>	
Business Address <i>1429 3rd St N</i>	City <i>Fargo</i>	State <i>ND</i>	ZIP Code <i>58102</i>
Mailing Address (if different) <i>7333 70th St N</i>	City <i>Glyndon</i>	State <i>MN</i>	ZIP Code <i>56547</i>
Site Name (where gaming will be conducted) <i>EI Zagal Shrine</i>			
Site Address <i>1429 3rd St N</i>	City <i>Fargo</i>	ZIP Code <i>58102</i>	County <i>Cass</i>

Description and Retail Value of Prizes to be Awarded

Game Type	Description of Prize	Retail Value of Prize
Raffle	gift card	\$ 500
Raffle	gift card	\$ 250
Raffle	gift card	\$ 100
Total (limit \$40,000 per year)		<i>4850</i>

Intended Uses of Gaming Proceeds
Shriner's Children Hospital Transportation Fund

Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240)
 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 any 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 of \$40,000 per 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 used for political purposes.)
 Yes No

Organization or Group Contact Person			
Name <i>Shane Richards</i>	Title <i>President</i>	Telephone Number <i>701 238 1281</i>	E-mail Address <i>shanes1281@yahoo.com</i>
Signature of Organization or Group's Top Official <i>Shane Richards</i>		Title <i>President</i>	Date <i>11-19-2022</i>

23 November 2022

9

The Board of City Commissioners
Fargo City Hall
225 Fourth Street North
Fargo, ND 58102

Fargo City Commissioners,

At the September 26, 2022 Finance Committee meeting, a request to expand and technologically equip the Media Room located off the lobby in the Police Headquarters building was unanimously approved utilizing CARES Public Safety Reimbursement funding. This facility addition/upgrade would be utilized by several City departments, as well as providing a substantial boost to the City's continuity of governmental operations by providing an additional (*and backup*) location from which to broadcast live meetings and press conferences.

As a reminder, when the former Border States facility on 25th Street North was acquired for usage as the new home for Fargo PD, there were a handful of items which were not included in the original remodeling process due to a lack of budgetary funds. One of those items was the installation of audio-visual equipment in the room directly off of the lobby referred to as the "media room." No technology or broadcast equipment currently exists in this space.

At its October 3, 2022 meeting, the City Commission unanimously approved a request of Facilities Management to award the construction portion of the Police Department Headquarters Media Room Expansion to Border Construction, LLC.

The proposal to incorporate the necessary audio-visual broadcast equipment into the space is being brought forward at this time following substantial collaborations between Border Construction and the City's broadcast consultants. This proposal will create a satellite live broadcast studio available for usage by all City departments as well as transforming the area into a multi-purpose space which will be used as a virtual conference room.

Staff is recommending award of the broadcast technology portion of the project to AVI Systems, Inc. AVI Systems was the designer and installer of the broadcast system in the City Commission Chambers and this proposed system would feed directly into the current City Hall system to create a fully-functional satellite broadcast studio within the FPD HQ. It utilizes all existing broadcast system servers and infrastructure at City Hall to fully maximize existing organizational investments.

The cost of the broadcast package is \$283,226.12 and is fully funded through CARES Public Safety Reimbursement.

Your approval of this award would be greatly appreciated.

Recommended motion:

Concur with the recommendation of staff and award the contract for the broadcast technology fit-up of the Police Department Headquarters Media Room Expansion to AVI Systems, Inc. (PBC17110).

Please let me know if you have any questions; thank you for your consideration of this matter.

Sincerely,



Gregg Schildberger
Director of Communications and Governmental Affairs

SYSTEM DESCRIPTION

DISPLAYS:

- (3) 85" Wall Mounted displays.
- (2) 20" monitors connected to the video switcher in the control booth.

SOURCE DEVICES:

- (1) Laptop connection in the existing floor box at lectern location.
- (1) OFE PC located in the rack with a provided wireless keyboard and mouse.
- (1) OFE CATV Tuner located inside the rack.

AUDIO:

- (6) Ceiling speakers will be installed for local reinforcement of presentation sources as well as the lectern and wireless microphones.
- (16) Wireless gooseneck mics will be added to support board meeting configurations within the room, they will be utilized for the recording as well as light reinforcement within the room.
 - Volume controls of the mics will be located on the Touch panel.
 - This option will be required for the added VC/Auto tracking camera option.
- Audio sources will include the following:
 - (2) lectern gooseneck microphone used for broadcast and voice lift.
 - (1) ceiling mounted mic array to pick up audience/press questions (used only for broadcast, not for in room voice lift).
 - (2) wireless combo mics used for broadcast and voice lift.
 - Presentation source.
- An Audio DSP will be provided to mix the levels in the room as well as provide independent audio channels for the broadcast switcher.
- A headphone amp and headphones will be located in the back of the room for the ability to monitor the audio mix going to program.

VIDEO CONFERENCING:

- Functionality Description:
 - A voice-activated camera switching solution will be added into the system. The switched camera feed will be provided via USB to the OFE PC in the rack for Conferencing purposes.
- Source Devices:
 - (6) Ceiling Mount PTZ cameras.
 - Feed from production system.
- Switching:
 - Cameras will auto switch through the QSYS network.
- Controls:
 - A button will be added to the control system allowing the source of the web conference to be switched from the auto-controlled cameras to the production system cameras.

VIDEO PRODUCTION SYSTEM:

- An all-in-one broadcast production system will be installed with the system being capable of switching between the three cameras. The system will be located in the control booth. Two Multiview monitors will be connected to it.
- This switched feed will be able to be streamed on social media platforms via a OFE box cast encoder as well as send a live video signal via OFE provided single mode fiber back to the Television head end for broadcast on the local community television channel.

- Fiber will need to be terminated at the rack at each end. This feed will be connected to an input on the SDI matrix router in the control room for the broadcast and added as a source inside the Tighrope system.
- An operator will be required for the use of this system at the PD briefing room. No operator will be needed at the City Hall control room.
- The (3) PTZ cameras will be ceiling mounted (1) will be used for an audience shot and the other (2) will be located near the back of the room providing coverage of the front of the room. A PTZ controller will be located in the control booth.
- The production switcher will have integrated graphics and clip players.
- The production switcher will have independent audio channels via Dante coming from audio DSP and be able to mix its own audio mix for Program.
- Control of the production switcher will be accomplished via a keyboard/mouse and a control surface located in the control booth.
- A Press Mult Box will be provided at the rear of the room with both video and audio feeds.

SWITCHING:

- All Presentation video sources will be switched by a video matrix switcher to feed both wall mounted displays as well as the production system. The same source will be routed to all outputs.

LIGHTING:

- Broadcast lights will be provided to be installed by an electrician these lights will provide directional lighting at the lectern location.

CONTROLS:

- (1) 10" touch panel will be installed and connected in the rear of the room in the control booth and provide the controls for the following:
 - System on/off
 - Broadcast lights on/off..
 - Video Source selection.
 - CATV controls.
 - Simple volume controls for in room reinforcement.
 - Mic mute.
 - On Air Light on/off.

OTHER PROVIDED EQUIPMENT:

- A lectern with (2) gooseneck mic to be used in the front of the room for presentations.
- Acoustical Treatments.
- (3) NTP clocks (2) 4 digit and (1) six-digit will be placed within the room.

EQUIPMENT LOCATION:

- All rack-mounted equipment will be placed in a IDF closet in a knock down rack.

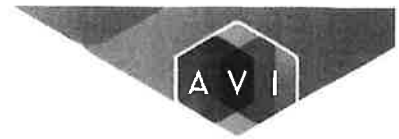
ROOM SCHEDULING PANELS:

- (2) room Scheduling panels will be added to the outside of each door.

ON AIR LIGHT:

- (1) On-air light will be mounted to the back of the room, its controls for on/off will be via the touchpanel.

Retail Sales Agreement



AVI Systems Inc., 1930 E Century Ave Bismarck, ND, 58503-0640 | Phone: (701)258-6360, Fax: (701)258-2015

Proposal Number: 2991986956

Prepared For: Fargo, City of

Attn: Gregg Schildberger

Proposal Date: October 27, 2022

Police Department Press Room AV System

Prepared By: Erik Speer

Phone: (952)905-7961

Email: Erik.Speer@avisystems.com

BILL TO

Attn: Gregg Schildberger

Fargo, City of

225 4th Street N

Fargo, ND, 58102

Phone: (701)241-8146

Email: gschildberger@fargond.gov

Customer Number: 27414

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	\$165,689.30
Integration	\$92,468.82
Support Agreement(s)	\$18,133.00
Shipping & Handling	\$6,935.00
Tax	\$0.00
Grand Total	\$283,226.12

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

AGREED AND ACCEPTED BY

Company

Signature

Printed Name

Date

AVI Systems, Inc.

Company

Signature

Printed Name

Date

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

510

Project No. MP-20-A2

Type: Change Order #2 & Time Extension

Location: Roberts Alley Power

Date of Hearing: 11/21/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/28/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Kristy Schmidt</u>

The Committee reviewed the accompanying correspondence from Project Manager, Kristy Schmidt, regarding Change Order #2 in the amount of \$7,855.00 for additional work, along with the associated time extension as described below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – June 14, 2022 Final – June 28, 2022	Substantial – October 24, 2022 Final – November 7, 2022	Substantial – May 18, 2023 Final – June 1, 2023

Staff is recommending approval of Change Order #2 and the associated time extension.

On a motion by Steve Sprague, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #2 and the associated time extension as described above to Magnum Electric.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #2 in the amount of \$7,855.00, bringing the total contract amount to \$506,515.00 and the associated time extension to the Substantial and Final Completion Dates bringing them to May 18 and June 1, 2023 to Magnum Electric.

PROJECT FINANCING INFORMATION:

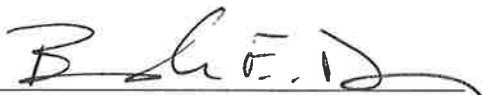
Recommended source of funding for project: Street Sales Tax

	<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"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Kristy Schmidt, Project Engineer
Date: November 16, 2022
Re: Project No. MP-20-A2 – Change Order #2 & Time Extension
 Roberts Alley between 2nd and 4th Avenue North

Background:

Project No. MP-20-A2 is for the burying of the overhead lines in Roberts Alley between 2nd and 4th Avenue North.

The General Contractor, Magnum Electric, has been delayed on this project due to manufacturing and supply issues of electrical materials, which requires a project extension. Additionally, the below listed items are changes to the project scope of work.

Change Order #2

- Special Bid Item A was needed to relocate the power service line to the other side of the fire escape in the amount of \$6,205
- Special Bid Item B was needed for locating underground conduit, demo panel and feeder for camera no longer used in the amount of \$1,650

Recommended Motion:

Approve Change Order #2 in the amount of \$7,855.00 and the time extension to the completion dates as shown below:

Original Completion Dates	Revised Previously	Revised This Memo
Substantial – June 14, 2022 Final – June 28, 2022	Substantial – October 24, 2022 Final – November 7, 2022	Substantial – May 18, 2023 Final – June 1, 2023

KLS/klb
 Attachments

C: Dustin Hoffner, MBN



CHANGE ORDER REPORT
ROBERTS ALLEY POWER
PROJECT NO. MP-20-A2
ROBERTS ALLEY FROM 2ND TO 4TH AVE

Change Order No 2 Change Order Date 11/4/2022
 Contractor Magnum Electric, 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

Time extension due to electrical supply chain availability and delivery issues. Special Bid Item A - Relocate 206 Broadway service to east side of fire escape stairs. Special Bid Item B - Additional locating of underground conduit and to demo electrical panel and feeder for camera at VFW. Special Bid Item B - located conduit and remove feeder wire and panel at VFW camera.

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	3	Special Bid Item A	LS	0	0	0	1	1	\$6,205.00	\$6,205.00
	4	Special Bid Item B	LS	0	0	0	1	1	\$1,650.00	\$1,650.00
Change Order 2 Sub Total										\$7,855.00

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Street Sales Tax

\$7,855.00

\$0.00

\$498,660.00

\$506,515.00

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

10/24/2022

Current Final Completion Date

11/7/2022

Additional Days Substantial Completion

207

Additional Days Final Completion

207

New Substantial Completion Date


5/18/2023

New Final Completion Date

6/1/2023

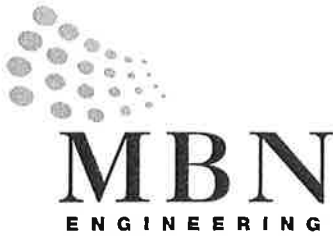
Interim Completion Dates

APPROVED
For Contractor
Title


Patrick J. M.
Majnum Electric, Inc.
V.P. of Business Development

APPROVED DATE
Department Head
Mayor
Attest


11/22/22



To: Kristy Schmidt City of Fargo
From: Duston Hoffner
Date: 11/14/2022
Subject: Roberts Alley Power – City of Fargo Project #MP-20-A2 – Change In Contract Time

Kristy,

Magnum Electric has requested to Change the Contract Time (per Article 11.05) from current substantial completion date of October 24th of 2022 and final completion date of November 7th of 2022, to new substantial completion date of May 18th of 2023 and new final completion date of June 1st of 2023. After reviewing the most current attached information from Magnum and what we are still seeing in the construction world, I support extending the completion date as requested. Projects with in the last year are still having numerous delays from to main electrical gear. This project is no different from the others, and the delays in the gear are expected. Magnum has once again given us some decent information and dates to help with requesting this extension. Magnum still appears to be fully engaged in the project to the end, as well and is accomplishing all they can with what that have at this point. They have made good progress with the material they have been able to obtain. With that being said, and the attached information from Magnum Electric, I support this extension to the project. If you have any further questions please don't hesitate to ask.

Sincerely,

A handwritten signature in black ink that reads "Duston Hoffner". The signature is written in a cursive, flowing style.

Duston Hoffner
Electrical Designer
MBN Engineering

MAGNUM ELECTRIC

"Quality doesn't cost, it pays"

October 3, 2022

City of Fargo
Attn: Kristy Schmidt
225 4th St N
Fargo, ND 58102

RE: Roberts Alley Power-City of Fargo Project Number MP-20-A2

Kristy -

Magnum Electric, Inc is requesting a **Change in Contract Time per Article 11.05** to complete the project due to Electrical Supply Chain delivery issues we are experiencing on the Roberts Alley Power project (City of Fargo Project Number MP-20-A2). The original final completion date of the project was June 28th of 2022 and an extension as granted until 11/30/2022. Currently we are waiting on the FMRU Equipment which has been delayed again until the Spring of 2023. Unfortunately, some sites are missing components that will not allow us to switch the power over until all components are installed. We can continue to prepare for the arrival of the products by mounting racks and measuring/cutting wire. We have exhausted all options to improve the attached delivery dates. Supply delivery dates continue to get pushed back and are experiencing this across the board on all projects. Magnum Electric, Inc is committed to completing this project as soon as possible and we will insure to do our due diligence to inform everyone involved of any future timeline changes.

Project Timeline:

- Bid Date 10/27/2021
- Contract Date 11/15/2021
- Approved by Commissioners 11/29/2021
- Supply Manufacture Pricing Evaluation 12/6/2021-12/28/2021
- PO issued to Supplier 12/29/2021
- Drawings back with clarifications 1/27/2022
- Additional Clarifications on JLG site 2/8/2022
- Additional site clarifications made 3/2/2022
- Release sent to Suppler (CED) 3/7/2022
- PR-1 Change Revisions 3/16/2022
- Approved changes made for PR-1 3/21/2022
- PR-2 Change Revision 4/6/2022
- Approved changes made for PR-2 4/8/2022
- CT Cabinets Shipped 5/4/2022
- SEMS's and MCT's Shipping 6/30/2022
- Additional Time Extension Approved 6/6/2022
- FMRU rated Equipment Shipping 10/7/2022 (Now moved to Spring of 2023)

MAGNUM ELECTRIC

"Quality doesn't cost, it pays"

We are requesting an additional contract time change to 6/1/2023 to allow for the installation, testing and turnover of the final equipment that will ship in the Spring of 2023. We will continue to update the City and MBN on delivery dates in the future.

I have attached documentation of timelines and issues we are having from the manufacturer American Midwest Power.

Thank you for the consideration of the time extension and understanding of the current Electrical Supply Chain issues we are experiencing. Please call or e-mail me at pat@magnumelectric.net if you have any questions.

Sincerely,



Patrick Johnson
VP Director of Business Development
Magnum Electric, Inc.



AMERICAN MIDWEST POWER

Solutions for Power

3131 Vicksburg Lane
Plymouth | MN | 55447

Office: 763-551-1555 | Toll free: 800-328-8658 | Fax: 763-551-9275 | ampmfg.com

Gentlemen,

9/27/22

Patrick Johnson
Magnum Electric, Inc
West Fargo, ND

RE: Roberts Alley Equipment/Material Delays

Gentlemen,

Attached are the supply chain issues we are having on the above-mentioned project. AMP will continue to push to improve these dates in all possible ways. We are currently having issues with shortages and lead times on components.

The remaining items to ship are the SESMH324 (quantity 2) and SESMH325 (quantity 3). Lugs for these two items have become a big problem for us. The switches are made by Boltswitch out of Illinois and the lugs are made by IlSCO. IlSCO is way behind on production of these lugs. We are being told that we may not see these lugs until sometime in 2023.

We are doing everything we can to procure these lugs as soon as possible.

Feel Free to reach out to me if need be.

Sincerely,

Eric Spanier
Sr. Sales Engineer
Mobile: 701-306-5016
ampmfg.com

OUR VALUES

Integrity | Dependability | Knowledge | Dedication | Positivity | Valuing Others

MAGNUM ELECTRIC

"Quality doesn't cost, it pays"

October 26, 2022

MBN Engineering
503 7th St N Suite 200
Fargo, ND 58102

Attn: Dustin Hoffner

RE: Roberts Alley Power VFW Camera Power

Dustin -

I have priced out the following electrical for the above referenced project.

- Eliminate feeder wire to the City Camera service. **Deduct \$2,074.00**
- Demo panel and feeders. **Add \$1,804.00**
- Time spent investigating and locating unfinished underground conduit. **Add \$1,920.00**

Total Add \$1,650.00

Thank you for the opportunity to bid this project and we look forward to working with you in the near future. Please call or e-mail me at pat@magnumelectric.net if you have any questions.

Sincerely,

Patrick Johnson

Patrick Johnson
VP Director of Business Development
Magnum Electric, Inc.

MAGNUM ELECTRIC

"Quality doesn't cost, it pays"

October 20, 2022

MBN Engineering
503 7th St N Suite 200
Fargo, ND 58102

Attn: Dustin Hoffner

RE: Roberts Alley Power Black Bird Service

Dustin -

I have priced out the following electrical for the above referenced project.

- Relocate the Black Bird service to the East side of the fire escape stairs.

Total Add \$6,205.00

Thank you for the opportunity to bid this project and we look forward to working with you in the near future. Please call or e-mail me at pat@magnumelectric.net if you have any questions.

Sincerely,

Patrick Johnson

Patrick Johnson
VP Director of Business Development
Magnum Electric, Inc.

REPORT OF ACTION

11

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. UR-22-B1

Type: Change Order #4

Location: Citywide

Date of Hearing: 11/21/2022

<u>Routing</u>	<u>Date</u>
City Commission	11/28/2022
PWPEC File	X
Project File	Roger Kluck

The Committee reviewed the accompanying correspondence from Project Manager, Roger Kluck, for Change Order #4 in the amount of \$24,600.00 for additional work.

Staff is recommending approval of Change Order #4 in the amount of \$24,600.00, bringing the total contract amount to \$379,115.00.

On a motion by Steve Sprague, seconded by Bruce Grubb, the Committee voted to recommend approval of Change Order #4 to Key Contracting.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Change Order #4 in the amount of \$24,600.00, bringing the total contract amount to \$379,115.00 to Key Contracting.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility

	<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

- Tim Mahoney, Mayor
- Nicole Crutchfield, Director of Planning
- Steve Dirksen, Fire Chief
- Michael Redlinger, Interim City Administrator
- Ben Dow, Director of Operations
- Steve Sprague, City Auditor
- Brenda Derrig, City Engineer
- Terri Gayhart, 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"/>	Mark Williams
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
<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:

B. E. Derrig
Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

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

Date: November 15, 2022

Re: Project No. UR-22-B1 - Change Order No. 4
Utility Rehab/Reconstruction Various Sites

Background:

This project was bid July 20, 2022 and was awarded to Key Contracting. The project is for repairing storm sewer pipe or storm sewer structures at various sites. While working on the repairs at Site 2, it was determined that 1 panel of street concrete should be removed to allow construction of the new inlet and a nearby storm inlet was determined to need invert repairs. At Site 5, the Fargo Landfill advised Engineering and Public Works that new perimeter fence was being installed and access to this lift station would be through a new gate location. This allowed the bid quantities to be reduced and concrete pavement was added to provide a stable spot next to the lift station for maintenance equipment. At Site 6, an additional joint needing repair was found when the planned repair excavation occurred.

The price for the added work from Key Contracting is \$24,600.00. Engineering believes the price from Key Contracting for the added repairs are reasonable and recommends approval. Funding for this project will come from the Storm Sewer Utility Fund.

Recommended Motion:

Approve Change Order #4 in the amount of \$24,610.00 to Key Contracting.

REK/klb
Attachment

C: Jody Bertrand, Division Engineer



CHANGE ORDER REPORT
UTILITY REHAB/RECONSTRUCTION
PROJECT NO. UR-22-B1

SITE 1: 2701 1 AVE N; SITE 2: 4020 12 AVE N; SITE 3: DAKOTA DR N-DRAIN 3
 OUTLET REPAIR; SITE 4: 3402 43 AVE S; SITE 5: 4475 7 AVE N LS 12; SITE 6: 3201
 & 3202 4 AVE S; SITE 7: 3 AVE N & 45 ST N LS 50; SITE 8: 9 AVE S & 45 ST S LS 51;
 SITE 9: 40 AVE S & 66 ST S LS 69

Change Order No 4 Change Order Date 11/10/2022
 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 # 4

Change order 4. Site 2 add pavement and repair inlet; Site 5 add pavement as part of revised access due to landfill fencing property; Site 6 add repair band as part of existing excavation for repairs.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Change Order 4	121	F&I Type A Repair Band 60" Plus Dia	EA	0	0	0	1	1	\$5,000.00	\$5,000.00
	122	Repair Inlet Floor & Invert	EA	0	0	0	1	1	\$200.00	\$200.00
	123	F&I Pavement 7" Thick Doweled Conc	SY	0	0	0	170	170	\$94.00	\$15,980.00
	124	F&I Pavement 10" Thick Doweled Conc	SY	0	0	0	19	19	\$180.00	\$3,420.00
									Change Order 4 Sub Total	\$24,600.00

Summary.

Source Of Funding

Net Amount Change Order # 4 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Storm Sewer Utility	
\$24,600.00	
\$61,458.00	
\$293,057.00	
\$379,115.00	

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

Steve Carr

APPROVED

For Contractor

Title

VP Key Contracting

APPROVED DATE

Department Head

Mayor

Attest

F. Cole

11/22/22

12

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. PR-22-A1 Type: Negative Final Balancing Change Order #1

Location: Citywide Date of Hearing: 11/21/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/28/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jason Hoogland</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jason Hoogland, for Negative Final Balancing Change Order #1 in the amount of \$-16,068.63, 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 #1 in the amount of \$-16,068.63, bringing the total contract amount to \$61,531.38.

On a motion by Steve Sprague, seconded by Bruce Grubb, the Committee voted to recommend approval of Negative Final Balancing Change Order #1 to Roadway Services Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #1 in the amount of \$-16,068.63, bringing the total contract amount to \$61,531.38 to Roadway Services Inc.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: Sales Tax 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	<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"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson



CHANGE ORDER REPORT
STREET REHABILITATION & INCIDENTALS
PROJECT NO. PR-22-A1
CITY WIDE

Final Balancing
Change Order

Change Order No 1 Change Order Date 11/16/2022
 Contractor Roadway Services 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
 Reconcile all quantities for the project.

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	2	Repair Crack - Fill	LB	40000		40000	-11460	28540	\$1.52	-\$17,419.20
	3	Repair Crack - Rout and Fill	LF	8000		8000	2548.9	10548.9	\$0.75	\$1,911.68
	4	Repair Crack - Level	LF	3000		3000	-181	2819	\$3.10	-\$561.10
									Paving Sub Total	-\$16,068.63

Summary.

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

sales tax funds
 -\$16,068.63
 \$0.00
 \$77,600.00
 \$61,531.38

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

APPROVED

For Contractor

Title

[Signature]
 Lance Jersted
 Vice President

[Signature]
 Department Head
 Mayor
 Attest

APPROVED DATE 11/22/22

(13)

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-C0 Type: Contract Amendment #4
 Location: Woodcrest Date of Hearing: 11/21/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/28/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Nathan Boerboom</u>

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Contract Amendment #4 submitted by Houston Engineering in the amount of \$160,000.00 for additional work.

Staff is recommending approval of Contract Amendment #4 in the amount of \$160,000.00, bringing the total Contract amount to \$674,000.00.

On a motion by Steve Sprague, seconded by Bruce Grubb, the Committee voted to recommend approval of Contract Amendment #4 to Houston Engineering.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Amendment #4 in the amount of \$160,000.00, bringing the total contract amount to \$674,000.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

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

Yes	No
<u> </u>	<u> </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

<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
			<u><input checked="" type="checkbox"/></u>
<u><input type="checkbox"/></u>	<u><input type="checkbox"/></u>	<u><input type="checkbox"/></u>	
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	<u>Mark Williams</u>
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	<u>Bruce Grubb</u>
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	
<u><input checked="" type="checkbox"/></u>	<u><input checked="" type="checkbox"/></u>	<u><input type="checkbox"/></u>	

Tim Mahoney, Mayor
 Nicole Crutchfield, Director of Planning
 Steve Dirksen, Fire Chief
 Michael Redlinger, Interim City Administrator
 Ben Dow, Director of Operations
 Steve Sprague, City Auditor
 Brenda Derrig, City Engineer
 Terri Gayhart, Finance Director

ATTEST:

B. E. D.
 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Nathan Boerboom
Division Engineer

Date: November 17, 2022

Subject: Contract Amendment #4
Woodcrest Area Flood Mitigation – Project #FM-19-C0

The Woodcrest Area Flood Mitigation Project construction started this past summer. Due to easement acquisition delays the project has been split up in to two construction seasons, which is a change to how the original scope of work for Houston Engineering's contract was written. Due to this change of scope, Houston Engineering is requesting a contract amendment for the construction administration and observation time anticipated to occur in 2023, as well as, to reflect their current hourly rate structure since their original contract was based on this construction scheduled to occur in 2020.

The following are the tasks where budget amendments are being requested:

- Task 7 (Construction Administration, Observation and Survey) – Increase of \$150,000
- Task 8 (Construction Material Testing) – Increase of \$10,000

If approved, the following will be the revised contract amounts for this project:

- Construction Administration, Observation & Survey - \$380,200 (increase of \$150,000)
- Construction Material Testing - \$75,469 (increase of \$10,000)

Full descriptions of the additional work can be seen on the attached amendment submitted by Houston Engineering.

Recommended Motion:

Approve Contract Amendment #4 for FM-19-C0, the Woodcrest Area Flood Mitigation, in the amount of \$160,000.00 to Houston Engineering.

Fargo Corporate Office P 701.237.5065 F 701,237,5101

1401 21st Avenue North Fargo ND 58102



PROFESSIONAL SERVICES

AMENDMENT NO. 4 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project FM-19-C0
Woodcrest Area Flood Mitigation
HE Project No. 6059-0165

Client: City of Fargo
225 4th Street N.
Fargo, ND 58102
Phone (701) 241-1545
Attn: Nathan Boerboom, Division Engineer

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

Description of Work: This contract amendment is for additional Professional Engineering services for construction administration, observation, testing, and survey for Phase 1 of this project. The originally anticipated project timeline was extended due to unforeseen circumstances. The construction administration, observation, and survey cost proposal for the project was originally estimated based on an assumed construction duration. These professional services will need to be revised to adequately reflect the current design and construction duration. In order to provide construction services for the project alignment, the following additional services are being requested.

Task 7 – Construction Administration, Observation and Survey (Phase 1)

The original cost proposal for this project assumed 30 weeks of construction with an average of 40 hours/week of construction observation. The project is proposed to have a final completion date of September 15, 2023 which spans 2 construction seasons. As such, the currently anticipated construction duration is now 45 weeks. In addition, typical construction observation averages closer to 50 hours/week as opposed to the 40 hours/week originally estimated. Lastly, this project was originally anticipated to be constructed in 2020. Due to unforeseen circumstances, construction has been delayed to 2022 and will extend into 2023. Our original construction cost proposal was based on HEI's 2020 hourly rates and needs to be adjusted for 2022-2023 rates. This amendment is being requested to adjust for the



Page 2

change in construction duration, increase in weekly construction observation hours, and increased hourly rates.

Task 7 Budget Amendment \$150,000

Task 8 – Quality Control Testing Estimate

This task amendment is being requested to account for 2 construction seasons, increased rates due to construction being delayed to 2022-2023, as well as additional quality control testing due to unforeseen soil conditions at the site. We are requesting the following budget amendment to cover the additional costs of these professional services.

Task 8 Budget Amendment \$10,000

Basis of

Proposal: This amendment covers the additional services as described above.

Fee: The total requested budget amendment for the above described amended tasks is **\$160,000**. Additional work required beyond the scope listed above will be billed at our current hourly rates.

Conditions: The work outlined in this amendment will be performed in accordance with the Agreement for Professional Services for City Project # FM-19-C0 dated May 6, 2019.

Upon receipt of written acceptance of this amendment, Houston Engineering, Inc. will begin performing the work outlined above.

HOUSTON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Michael P. Love', is written over a horizontal line.

Michael P. Love, PE
Project Manager

REPORT OF ACTION

14

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-B0

Type: Contract Amendment #5

Location: Royal Oaks

Date of Hearing: 11/21/2022

<u>Routing</u>	<u>Date</u>
City Commission	11/28/2022
PWPEC File	X
Project File	Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Contract Amendment #5 submitted by Houston Engineering in the amount of \$33,000.00 for additional work.

Staff is recommending approval of Contract Amendment #5 in the amount of \$33,000.00, bringing the total Contract amount to \$294,642.00.

On a motion by Steve Sprague, seconded by Bruce Grubb, the Committee voted to recommend approval of Contract Amendment #5 to Houston Engineering.

RECOMMENDED MOTION

Concur with recommendations of PWPEC and approve Contract Amendment #5 in the amount of \$33,000.00 bringing the total contract amount to \$294,642.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

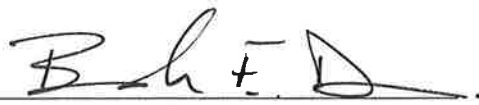
Recommended source of funding for project: Flood Sales Tax (460)

	<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>
				<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"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC

From: Nathan Boerboom
Division Engineer

Date: November 17, 2022

Subject: Contract Amendment #5
Royal Oaks Area Flood Mitigation – Project #FM-19-B0

The previous contract amendment tried to anticipate the remaining work to be completed in 2022 due to the contractor not completing this project in 2021. The contractor continued to experience delays on completing this project that resulted in additional administration and observation time by Houston Engineering than what was anticipated with the previous contract amendment. Therefore, this amendment is necessary to add additional budget for the additional time from 2022 as well as 2023 time for addressing anticipated warranty work for this project.

The following are the tasks where budget amendments are being requested:

- Task 7 (Construction Administration, Observation and Survey) – Increase of \$33,000

If approved, the following will be the revised contract amounts for this project:

- Construction Administration, Observation & Survey - \$155,000 (increase of \$33,000)

Full descriptions of the work associated with the tasks can be seen on the attached amendment submitted by Houston Engineering.

Recommended Motion:

Approve Contract Amendment #5 for FM-19-B0, the Royal Oaks Area Flood Mitigation, in the amount of \$33,000.00 to Houston Engineering.

Fargo Corporate Office P 701.237.5065 F 701.237.5101

1401 21st Avenue North Fargo ND 58102



PROFESSIONAL SERVICES

AMENDMENT NO. 5 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project FM-19-B0 – Royal Oaks Area Flood Mitigation
HE Project No. 6059-0164

Client: City of Fargo
225 4th Street N.
Fargo, ND 58102
Phone (701) 241-1545
Attn: Nathan Boerboom, Division Engineer

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

Description of Work: This contract amendment is for additional Professional Engineering related to construction engineering services for the project. Due to circumstances out of our control, additional construction administration, observation, and testing services are required. The additional engineering services and associated budget amendments are listed below.

Task 7 – Construction Administration, Observation and Survey Amendment

In December of 2021 we submitted Professional Services Amendment No. 4 for this project. At that time, the contractor had not completed the project and we had estimated a budget and requested additional fees to cover the work in 2022. The contractor was mostly nonresponsive and did intermittent partial work. They also were required to redo a lot of the seeding and tree planting in the fall of this year which required additional administration and observation as well as multiple additional trips by our landscaping subconsultant, Hanson Design Associates. We have also included an additional \$6,000 of budget in this request to deal with warranty work in 2023. The current budget for Task 7 is \$122,000. This amendment is being requested to increase the total Task 7 budget to \$155,000 to cover the additional construction administration and observation resulting from the extended construction duration.

Task 7 Budget Amendment \$33,000



Page 2

Basis of

Proposal: This amendment covers the additional services as described above.

Fee: The total budget for the above described tasks is **\$33,000**. Additional work required beyond the scope listed above will be billed at our current hourly rates.

Conditions: The work outlined in this amendment will be performed in accordance with the Agreement for Professional Services for City Project # FM-19-B0 dated May 6, 2019.

Upon receipt of written acceptance of this amendment, Houston Engineering, Inc. will begin performing the additional work outlined above.

HOUSTON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Michael P. Love', is written over a horizontal line.

Michael P. Love, PE
Project Manager

15

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. FM-19-F0 Type: Contract Amendment #5
Location: Oak Grove Date of Hearing: 11/21/2022

Routing Date
City Commission 11/28/2022
PWPEC File X
Project File Nathan Boerboom

The Committee reviewed the accompanying correspondence from Division Engineer, Nathan Boerboom, regarding Amendment #5 in the amount of \$42,654.50 for additional work.

Staff is recommending approval of Amendment #5 in the amount of \$42,654.50, bringing the total contract amount to \$835,669.00.

On a motion by Steve Sprague, seconded by Bruce Grubb, the Committee voted to recommend approval of Amendment #5 to Houston Engineering.

RECOMMENDED MOTION

Concur with the recommendation of PWPEC and approve Amendment #5 in the amount of \$42,654.50, bringing the total contract amount to \$835,669.00 to Houston Engineering.

PROJECT FINANCING INFORMATION:

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

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

COMMITTEE

Table with 5 columns: Name, Present, Yes, No, Unanimous. Rows include Tim Mahoney, Nicole Crutchfield, Steve Dirksen, Michael Redlinger, Ben Dow, Steve Sprague, Brenda Derrig, and Terri Gayhart.

ATTEST:

C: Kristi Olson

Signature of Brenda E. Derrig, P.E. City Engineer

Memorandum

To: Members of PWPEC

From: Nathan Boerboom
Division Engineer

Date: November 17, 2022

Subject: Contract Amendment #5
Oak Grove Area Flood Mitigation – Project #FM-19-F0

The previous contract amendment tried to anticipate the remaining work to be completed in 2022 due to the contractor not completing the construction as originally expected in 2021. At that time, it was expected that the contractor would have an additional 6-8 weeks of construction in 2022. However, due to construction issues that resulted in rework from the contractor, Houston Engineering was required to spend additional administration and observation time than what was anticipated. Therefore, this amendment is necessary to add additional budget for the additional time from 2022 as well as 2023 time for addressing anticipated warranty work for this project.

The following are the tasks where budget amendments are being requested:

- Task 7 (Construction Administration, Observation and Survey) – Increase of \$38,200
- Task 8 (Construction Material Testing) – Increase of \$4,454.50

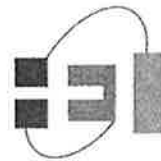
If approved, the following will be the revised contract amounts for this project:

- Construction Administration, Observation & Survey - \$380,200 (increase of \$38,200)
- Construction Material Testing - \$75,469 (increase of \$4,454.50)

Full descriptions of the work associated with the tasks can be seen on the attached amendment submitted by Houston Engineering.

Recommended Motion:

Approve Contract Amendment #5 for FM-19-F0, the Oak Grove Area Flood Mitigation, in the amount of \$42,654.50 to Houston Engineering.



PROFESSIONAL SERVICES

AMENDMENT NO. 5 - FOR ADDITIONAL ENGINEERING SERVICES

Project: City of Fargo Project FM-19-F0
Oak Grove Area Flood Mitigation
HE Project No. 6059-0167

Client: City of Fargo
225 4th Street N.
Fargo, ND 58102
Phone (701) 241-1545
Attn: Nathan Boerboom, Division Engineer

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

Description of Work: This contract amendment is for additional Professional Engineering related to construction engineering services for the project. Due to circumstances out of our control, additional construction administration, observation, and testing services are required. The additional engineering services and associated budget amendments are listed below.

Task 7 – Construction Administration, Observation and Survey

In December of 2021 we submitted Professional Services Amendment No. 4 for this project. At that time, the contractor had not completed the project and we had estimated an additional 6-8 weeks of construction in 2022 to complete the installation of the 3 removable closures, gateway pump testing, remaining asphalt and concrete paving, floodwall staining, fine grading and seeding, tree planting, punchlist and clean up items, and final project inspection. However, due to issues with the embeds for the removable closures and multiple punchlist repair items, this work went well beyond the previously estimated timeframe. We have included budget in this request for construction administration, staking, and inspection for this additional construction. Also, there are a number of warranty items that will need to be addressed in 2023 by the contractor. We have included \$6,200 in this request to deal with warranty related items in the spring. The current budget for Task 7 is \$342,000. This amendment is being requested to increase the total Task 7 budget to \$380,200 to cover the additional construction administration and observation resulting from the extended construction duration and construction issues.

Task 7 Budget Amendment \$38,200



Page 2

Task 8 – Quality Control Testing Estimate

We are requesting an amendment to Task 8 to account for additional testing needed for the project. Due to the extended construction duration our geotechnical subconsultant, Braun Intertec is requesting additional fees (see attached amendment request letter). The current budget for Task 8 is \$71,014.50. This amendment is being requested to adjust for the change in testing schedule and would increase the Task 8 budget to \$75,469.

Task 8 Budget Amendment \$4,454.50

Basis of

Proposal: This amendment covers the additional services as described above.

Fee: The total requested budget amendment for the above described amended tasks is **\$42,654.50**. Additional work required beyond the scope listed above will be billed at our current hourly rates.

Conditions: The work outlined in this amendment will be performed in accordance with the Agreement for Professional Services for City Project # FM-19-F0 dated May 6, 2019.

Upon receipt of written acceptance of this amendment, Houston Engineering, Inc. will begin performing the work outlined above.

HOUSTON ENGINEERING, INC.

A handwritten signature in black ink, appearing to read 'Michael P. Love', is written over a horizontal line.

Michael P. Love, PE
Project Manager



Braun Intertec Corporation
526 10th Street NE, Suite 300
P.O. Box 485
West Fargo, ND 58078

Phone: 701.232.8701
Fax: 701.232.7817
Web: braunintertec.com

September 23, 2022

Mr. Mike Love
Houston Engineering, Inc.
1401 21st Avenue North
Fargo, ND 58102

Re: Billing Summary and Construction Contract Amendment Request #2
City of Fargo Project FM-19-F1, Oak Grove FMP
Oak Grove School Area
Fargo, North Dakota

Dear Mr. Love:

Construction observation and testing charges accrued through our July 15, 2022, billing cutoff for the FM-19-F1, were approaching our current Total Construction Contract Amount. Our previous change order CO10011261, dated September 22, 2022 with a billing cutoff through September 17, 2021, was an estimate based on the work still remaining. This letter summarizes the factors contributing to our overages above this change order as related to construction materials testing and observations, provides an amount to cover those overages and construction letter costs, and requests an additional Construction Contract Amendment.

Our most recent invoice for the project included a total work to date amount of \$70,367. Our Total Construction Contract Amount for the project is currently \$71,014.50.

We are requesting a Contract Amendment in the amount of **\$4,454.50** to cover the charges we have accumulated to-date, plus charges for the project completion close out. The requested amount will cover the our materials laboratory and project management hours, and the preparation of summary (Compliance Determination) reports for the project.

- **Original Scope of Services Assumptions related to Oversight and Testing Frequencies:** The 1st change order, dated September 22, 2021, showed assumptions based on conversations with Houston on expectations for the remaining project testing. Some of the assumptions that we included that were different than those documents are listed below.

From our September 2021 change order, as discussed with you within our 1st Changer Order, we expect to have the remaining scope additions to finish the project:

- 12 to 15 additional trips for compaction tests to finish off the levee. **As of today (9/22/2022), 31 instead of 15 additional trips for compaction testing have been completed.**
- 4 additional trips for excavation observations of the floodwall excavation. **As of today, only 2 of the 4 additional trips have been completed.**
- 8 additional sets for concrete testing on the remaining floodwall footings. **As of today, the 8 additional trips have been completed.**
- 10 additional sets for concrete testing on the remaining floodwall walls. **As of today, the 10 additional trips have been completed.**

AA/EOE

Houston Engineering, Inc.
Project B1905392.00
September 23, 2022
Page 2

- 2 additional sets for concrete testing on the floodwall lids. **As of today, only 1 of the 2 additional trips have been completed.**
- 6 additional sets for concrete testing on the curb and gutter, access driveway and sidewalks. **As of today, 13 instead of 6 additional trips have been completed.**
- 4 additional trips for sampling and related asphalt tests. **As of today, only 3 of the 4 additional trips have been completed.**
- **In addition to the above, 2 additional sets for CDF were completed.**

The attached change order shows the previous Change Order #1 and current amounts as of September 16, 2022 plus the additional amounts expected to finish the project. If this arrangement is satisfactory, we will amend our Total Construction Contract Amount to \$75,469. If you have questions about these changes, call Matt Haugstad at 701.630.1245.

Sincerely,

BRAUN INTERTEC CORPORATION



Matthew A. Haugstad, PE
Project Engineer



Nathan L. McKinney, PE
Vice President/Principal Engineer



Change Order Report

CO10014247
Change Order 2

Client:
Houston Engineering, Inc.
Michael P. Love
1401 21st Avenue North
Fargo, ND 58102

Work Site Address:
Oak Grove School Area
Along Red River
Fargo, ND

Service Description:
Construction Materials Testing

Description	Quantity			Sales Price	Sales Amount				CO 2 Total	
	Orig	Change Order through 9/17/2021	As of 7/15/2022	Orig	Orig	Change Order from 9/22/2021	As of 7/15/2022	New Total	Difference between CO1 and New Estimate	
Project: B1905392.00 - FM-19-F1 - Oak Grove FMP					\$50,488.50	\$71,014.50	\$74,791.50	\$75,469.00	\$4,454.50	
Phase: 1 -Construction Materials Testing					\$49,973.00	\$70,499.00	\$74,276.00	\$74,953.50	\$4,454.50	
Activity: 1.1 -Soil Observation and Testing					\$16,653.00	\$24,420.00	\$26,460.50	\$26,460.50	\$2,040.50	
206 -Excavation Observations	20.00	24	20.25	20.25	115.00	2,300.00	2760.00	2328.75	2328.75	-431.25
207 -Compaction Testing - Nuclear	81.00	125	140.75	140.75	89.00	7,209.00	11125.00	12526.75	12526.75	1,401.75
209 -Sample pick-up	7.00	9	12.50	12.5	89.00	623.00	801.00	1112.50	1112.50	311.50
1308 -Nuclear moisture-density meter charge, per	81.00	125	140.75	140.75	26.00	2,106.00	3250.00	3659.50	3659.50	409.50
1156 -Atterberg Limits LL and PL, Single-Point, per	6.00	10	11.00	11	121.00	726.00	1210.00	1331.00	1331.00	121.00
1861 -CMT Trip Charge	63.00	80	94.00	94	25.00	1,575.00	2000.00	2350.00	2350.00	350.00
1162 -Sieve Analysis with 200 wash, per sample	1.00	1	0	0	166.00	166.00	166.00	0.00	0.00	-166.00
1166 -Loss by Washing Through #200 Sieve, per	6.00	10	8.00	8	82.00	492.00	820.00	656.00	656.00	-164.00
1318 -Moisture Density Relationship (Standard), per	7.00	11	12.00	12	208.00	1,456.00	2288.00	2496.00	2496.00	208.00
Activity: 1.2 -Concrete Observation and Testing					\$19,966.00	\$28,540.00	\$31,603.00	\$31,603.00	\$3,063.00	
261 -Concrete Testing	110.00	154	162.25	162.25	89.00	9,790.00	13706.00	14440.25	14440.25	734.25
278 -Concrete Cylinder Pick up	6.00	20	26.25	26.25	89.00	534.00	1780.00	2336.25	2336.25	556.25
1861 -CMT Trip Charge	57.00	76	87.50	87.5	25.00	1,425.00	1900.00	2187.50	2187.50	287.50
1364 -Compressive strength of concrete cylinders (ASTM C 39),per specimen	249.00	338	383.00	383	33.00	8,217.00	11154.00	12639.00	12639.00	1,485.00
Activity: 1.3 -Pavement Testing					\$1,399.00	\$3,320.00	\$2,868.50	\$2,868.50	(\$451.50)	
209 -Sample pick-up	5.00	9	7.50	7.5	89.00	445.00	801.00	667.50	667.50	-133.50
1861 -CMT Trip Charge	3.00	7	6.00	6	25.00	75.00	175.00	150.00	150.00	-25.00
1530 -Asphalt Content, per sample	3.00	8	7.00	7	174.00	522.00	1392.00	1218.00	1218.00	-174.00
1532 -Extracted Aggregate Gradation, per sample	3.00	8	7.00	7	119.00	357.00	952.00	833.00	833.00	-119.00
Activity: 1.4 -Engineering and Consulting Services					\$2,893.00	\$2,893.00	\$1,979.50	\$2,657.00	(\$236.00)	
126 -Project Engineer	10.00	10	5.25	7	185.00	1,850.00	1850.00	971.25	1295.00	-555.00
128 -Senior Engineer	4.00	4	4.75	6	207.00	828.00	828.00	983.25	1242.00	414.00
238 -Project Assistant	2.00	2		1	95.00	190.00	190.00	0.00	95.00	-95.00
1861 -CMT Trip Charge	1.00	1	1.00	1	25.00	25.00	25.00	25.00	25.00	0.00
Activity: 1.5 -Project Management and Oversight					\$9,062.00	\$11,326.00	\$11,364.50	\$11,364.50	\$38.50	
226 -Project Manager	32.00	42	48.00	48	185.00	5,920.00	7770.00	8880.00	8880.00	1,110.00
228 -Senior Project Manager	6.00	8	2.25	2.25	207.00	1,242.00	1656.00	465.75	465.75	-1,190.25
238 -Project Assistant	20.00	20	21.25	21.25	95.00	1,900.00	1900.00	2018.75	2018.75	118.75
Phase: 2 -Environmental Screening					\$515.50	\$515.50	\$515.50	\$515.50	\$0.00	
Activity: 2.1 -Environmental Screening					\$0.00	\$515.50	\$515.50	\$515.50	\$0.00	
128 -Senior Engineer	0.00	1.5	1.50	1.5	207.00	0.00	310.50	310.50	310.50	0.00
1861 -CMT Trip Charge	0.00	1	1.00	1	25.00	0.00	25.00	25.00	25.00	0.00
5036 -PID w/10.6 eV lamp, per day	0.00	1	1.00	1	180.00	0.00	180.00	180.00	180.00	0.00


Current Project Budget:	\$71,014.50
Change Order Total:	\$4,454.50
New Project Budget:	\$75,469.00

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: DESI FLEMING 
DIRECTOR OF PUBLIC HEALTH

DATE: NOVEMBER 21, 2022

**RE: REQUEST FOR QUALIFICATIONS TO PROVIDE TRIAGE SERVICES
FOR HOMELESS VETERANS AFTER VA HOURS IN FARGO
WORKING WITH DEPARTMENT OF VETERAN'S AFFAIRS.
36C26323Q004
FUNDS: \$90,000 OVER FIVE YEARS**

The following solicitation from the Department of Veteran's Affairs is for Fargo Cass Public Health's Harm Reduction Division to take on the responsibility of providing Homeless Veterans after VA hours triage service. The total funds received would be \$18,000 a year.

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

Suggested Motion: Move to approve RFQ for the Department of Veteran's Affairs.

DF/lis
Attachment

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NO. PAGE 1 OF 65

2. CONTRACT NO. 3. AWARD/EFFECTIVE DATE 4. ORDER NO. 5. SOLICITATION NUMBER 6. SOLICITATION ISSUE DATE
 36C26323Q0064 11-17-2022

7. FOR SOLICITATION INFORMATION CALL: a. NAME Logan Gahrng b. TELEPHONE NO. (No Collect Calls) 319-339-7113 8. OFFER DUE DATE/LOCAL TIME 11-29-2022 12:00 PM CST

9. ISSUED BY CODE Department of Veterans Affairs NETWORK 23 CONTRACTING OFFICE 1303 5th St, Suite 300 Coralville IA 52241
 10. THIS ACQUISITION IS UNRESTRICTED OR SET ASIDE: % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: 624229
 HUBZONE SMALL BUSINESS EDWOSB SIZE STANDARD: \$16.5 Million
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED SEE SCHEDULE 12. DISCOUNT TERMS NOT APPLICABLE 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING N/A 14. METHOD OF SOLICITATION RFQ IFB RFP

15. DELIVER TO CODE Department of Veterans Affairs FARGO VA Health Care System 2101 ELM STREET FARGO ND 58102
 16. ADMINISTERED BY CODE Department of Veterans Affairs NETWORK 23 CONTRACTING OFFICE 1303 5th St, Suite 300 Coralville IA 52241

17a. CONTRACTOR/OFFEROR CODE FACILITY CODE FARGO CASS PUBLIC HEALTH 1240 25TH ST S FARGO ND 58103 K2QJQZVH5PM6
 18a. PAYMENT WILL BE MADE BY CODE Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-9971
 TELEPHONE NO. 701.241.1360 UEI: EFT-ABOVE

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED SEE ADDENDUM

19. ITEM NO.	20. See CONTINUATION Page SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Triage Service for Homeless Veterans (HCHV) After VA Hours IDIQ for the Fargo ND VAHCS See section B.2 for information This solicitation utilizes FAR 13 simplified acquisition procedures This solicitation is being conducted by the VISN 23 Contracting Office for the Fargo ND VA Health Care System (HCS) PLEASE EMAIL ALL QUESTIONS AND RESPONSES TO: LOGAN.GAHRING@VA.GOV and JOSHUA.IMDACHA@VA.GOV SIGN SF1449 AND RETURN ALL PAGES WITH OFFER SUBMISSION (Use Reverse and/or Attach Additional Sheets as Necessary)			\$18,000 PER YEAR	\$90,000 TOTAL FOR FIVE YEARS

25. ACCOUNTING AND APPROPRIATION DATA See CONTINUATION Page 26. TOTAL AWARD AMOUNT (For Govt. Use Only)

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN -ONE- COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED 29. AWARD OF CONTRACT: REF. OFFER DATED YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR *Desi Fleming* 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)
 30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Timothy J. Mahoney, Mayor, City of Fargo 30c. DATE SIGNED 11/21/22 31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Joshua Imdacha 31c. DATE SIGNED

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(b) The offeror represents and understands that by submission of its offer and award of a contract it may be required to provide copies of documents or records to VA that VA may review to determine whether the offeror complied with the limitations on subcontracting requirement specified in the contract. The Contracting Officer may, at their discretion, require the Contractor to demonstrate its compliance with the limitations on subcontracting at any time during performance and upon completion of a contract if the information regarding such compliance is not already available to the Contracting Officer. Evidence of compliance includes, but is not limited to, invoices, copies of subcontracts, or a list of the value of tasks performed.

(c) The offeror further agrees to cooperate fully and make available any documents or records as may be required to enable VA to determine compliance with the limitations on subcontracting requirement. The offeror understands that failure to provide documents as requested by VA may result in remedial action as the Government deems appropriate.

(d) Offeror completed certification/fill-in required. The formal certification must be completed, signed, and returned with the offeror's bid, quotation, or proposal. The Government will not consider offers for award from offerors that do not provide the certification, and all such responses will be deemed ineligible for evaluation and award.

Certification:

I hereby certify that if awarded the contract, [*Fargo Cass Public Health*] will comply with the limitations on subcontracting specified in this clause and in the resultant contract. I further certify that I am authorized to execute this certification on behalf of [*Fargo Cass Public Health*].

Printed Name of Signee: Desi Fleming

Jan Eliassen

Printed Title of Signee: Director of Public Health

Director of Harm Reduction Programs

Signature: 



Date: 11/21/2022

11/21/2022

Company Name and Address: Fargo Cass Public Health

1240 25th Street South, Fargo ND 58103

(End of Clause)

C.12 VAAR 852.242-71 ADMINISTRATIVE CONTRACTING OFFICER (OCT 2020)

The Contracting Officer reserves the right to designate an Administrative Contracting Officer (ACO) for the purpose of performing certain tasks/duties in the administration of the contract. Such designation will be in writing through an ACO Letter of Delegation and will identify the responsibilities and limitations of the ACO. A copy of the ACO Letter of Delegation will be furnished to the Contractor.

(End of Clause)

(End of Addendum to 52.212-4)

compliance with the limitations on subcontracting or percentage of work performance requirement.

(End of Clause)

C.11 VAAR 852.219-77 VA NOTICE OF LIMITATIONS ON SUBCONTRACTING—CERTIFICATE OF COMPLIANCE FOR SERVICES AND CONSTRUCTION (SEP 2021) (DEVIATION)

(a) Pursuant to 38 U.S.C. 8127(k)(2), the offeror certifies that—

(1) If awarded a contract (see FAR 2.101 definition), it will comply with the limitations on subcontracting requirement as provided in the solicitation and the resultant contract, as follows:

(i) Services. In the case of a contract for services (except construction), the contractor will not pay more than 50% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 50% subcontract amount that cannot be exceeded. Other direct costs may be excluded to the extent they are not the principal purpose of the acquisition and small business concerns do not provide the service as set forth in 13 CFR 125.6.

(ii) General construction. In the case of a contract for general construction, the contractor will not pay more than 85% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated VIP-listed subcontractor further subcontracts will count towards the 85% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(iii) Special trade construction contractors. In the case of a contract for special trade contractors, the contractor will not pay more than 75% of the amount paid by the government to it to firms that are not VIP-listed SDVOSBs as set forth in 852.219-10 or VOSBs as set forth in 852.219-11. Any work that a similarly situated subcontractor further subcontracts will count towards the 75% subcontract amount that cannot be exceeded. Cost of materials are excluded and not considered to be subcontracted.

(2) The offeror acknowledges that this certification concerns a matter within the jurisdiction of an Agency of the United States. The offeror further acknowledges that this certification is subject to Title 18, United States Code, Section 1001, and, as such, a false, fictitious, or fraudulent certification may render the offeror subject to criminal, civil, or administrative penalties, including prosecution.

(3) If VA determines that an SDVOSB/VOSB awarded a contract pursuant to 38 U.S.C. 8127 did not act in good faith, such SDVOSB/VOSB shall be subject to any or all of the following:

(i) Referral to the VA Suspension and Debarment Committee;

(ii) A fine under section 16(g)(1) of the Small Business Act (15 U.S.C. 645(g)(1)); and

(iii) Prosecution for violating section 1001 of title 18.

852.271–72, Time Spent by Counselee in Counseling Process.

852.271–73, Use and Publication of Counseling Results.

852.271–74, Inspection.

852.271–75, Extension of Contract Period.

852.273–70, Late Offers.

852.273–71, Alternative Negotiation Techniques.

852.273–72, Alternative Evaluation.

852.273–73, Evaluation—Health-Care Resources.

852.273–74, Award without Exchanges.

(b) All requests for quotations, solicitations, and contracts for commercial item services to be provided to beneficiaries must include the following clause:

852.237–74, Nondiscrimination in Service Delivery.

(End of Clause)

C.10 VAAR 852.219-74 LIMITATIONS ON SUBCONTRACTING— MONITORING AND COMPLIANCE (JUL 2018)

(a) This solicitation includes .

(b) Accordingly, any contract resulting from this solicitation is subject to the limitation on subcontracting requirements in 13 CFR 125.6, or the limitations on subcontracting requirements in the FAR clause, as applicable. The Contractor is advised that in performing contract administration functions, the Contracting Officer may use the services of a support contractor(s) retained by VA to assist in assessing the Contractor's compliance with the limitations on subcontracting or percentage of work performance requirements specified in the clause. To that end, the support contractor(s) may require access to Contractor's offices where the Contractor's business records or other proprietary data are retained and to review such business records regarding the Contractor's compliance with this requirement.

(c) All support contractors conducting this review on behalf of VA will be required to sign an "Information Protection and Non-Disclosure and Disclosure of Conflicts of Interest Agreement" to ensure the Contractor's business records or other proprietary data reviewed or obtained in the course of assisting the Contracting Officer in assessing the Contractor for compliance are protected to ensure information or data is not improperly disclosed or other impropriety occurs.

(d) Furthermore, if VA determines any services the support contractor(s) will perform in assessing compliance are advisory and assistance services as defined in FAR 2.101, Definitions, the support contractor(s) must also enter into an agreement with the Contractor to protect proprietary information as required by FAR 9.505-4, Obtaining access to proprietary information, paragraph (b). The Contractor is required to cooperate fully and make available any records as may be required to enable the Contracting Officer to assess the Contractor's

- 852.214–71, Restrictions on Alternate Item(s).
- 852.214–72, Alternate Item(s). [Note: this is a fillable clause.]
- 852.214–73, Alternate Packaging and Packing.
- 852.214–74, Marking of Bid Samples.
- 852.215–70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors.
- 852.215–71, Evaluation Factor Commitments.
- 852.216–71, Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- 852.216–72, Proportional Economic Price Adjustment of Contract Price(s) Based on a Price Index.
- 852.216–73, Economic Price Adjustment—State Nursing Home Care for Veterans.
- 852.216–74, Economic Price Adjustment—Medicaid Labor Rates.
- 852.216–75, Economic Price Adjustment—Fuel Surcharge.
- 852.219–9, VA Small Business Subcontracting Plan Minimum Requirements.
- 852.219–10, VA Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside.
- 852.219–11, VA Notice of Total Veteran-Owned Small Business Set-Aside.
- 852.222–70, Contract Work Hours and Safety Standards—Nursing Home Care for Veterans.
- 852.228–70, Bond Premium Adjustment.
- 852.228–71, Indemnification and Insurance.
- 852.228–72, Assisting Service-Disabled Veteran-Owned and Veteran-Owned Small Businesses in Obtaining Bonds.
- 852.232–72, Electronic Submission of Payment Requests.
- 852.233–70, Protest Content/Alternative Dispute Resolution.
- 852.233–71, Alternate Protest Procedure.
- 852.237–70, Indemnification and Medical Liability Insurance.
- 852.246–71, Rejected Goods.
- 852.246–72, Frozen Processed Foods.
- 852.246–73, Noncompliance with Packaging, Packing, and/or Marking Requirements.
- 852.270–1, Representatives of Contracting Officers.

(End of Clause)

C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

(End of Clause)

C.7 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.8 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond , until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.9 VAAR 852.212-70 PROVISIONS AND CLAUSES APPLICABLE TO VA ACQUISITION OF COMMERCIAL ITEMS (APR 2020)

(a) The Contractor agrees to comply with any provision or clause that is incorporated herein by reference to implement agency policy applicable to acquisition of commercial items or components. The following provisions and clauses that have been checked by the Contracting Officer are incorporated by reference.

852.203–70, Commercial Advertising.

852.209–70, Organizational Conflicts of Interest.

852.211–70, Equipment Operation and Maintenance Manuals.

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$2,500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$100,000.00;
- (2) Any order for a combination of items in excess of \$100,000.00; or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after .

C.2 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Clause)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-13	SYSTEM FOR AWARD MANAGEMENT MAINTENANCE	OCT 2018
52.204-18	COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE	AUG 2020
52.232-40	PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS	NOV 2021

C.3 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from through .

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of Clause)

- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments
- (9) The specification.
- (t) [Reserved]
- (u) *Unauthorized Obligations.*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

(i) Any such clause is unenforceable against the Government.

(ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of Clause)

ADDENDUM to FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Clauses that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following clauses are incorporated into 52.212-4 as an addendum to this contract:

comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in FAR 32.608-2 in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to

(1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

- (i) Name and address of the Contractor;
- (ii) Invoice date and number;
- (iii) Contract number, line item number and, if applicable, the order number;
- (iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

SECTION C - CONTRACT CLAUSES

C.1 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at Federal Acquisition Regulation (FAR) 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

B.3 PRICE/COST SCHEDULE

The Department of Veterans Affairs has set the ceiling limitation for this IDIQ at \$100,000.00 for the lifetime of this contract. The total of all orders placed against this IDIQ will not exceed this ceiling of \$100,000.00. Guaranteed minimum contract value: \$6,000.00

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Non-business hours shelter triage services for homeless veterans. Base Year Contract Period: Base POP Begin: POP End: PRINCIPAL NAICS CODE: 624229 - Other Community Housing Services PRODUCT/SERVICE CODE: G099 - Social - Other	365.00	DY	\$1,500 per month	\$18,000 per year
1001	Non-business hours shelter triage services for homeless veterans. Contract Period: Ordering Period 1 POP Begin: POP End: PRINCIPAL NAICS CODE: 624229 - Other Community Housing Services PRODUCT/SERVICE CODE: G099 - Social - Other	365.00	DY	\$1,500 per month	\$18,000 per year
2001	Non-business hours shelter triage services for homeless veterans. Contract Period: Ordering Period 2 POP Begin: POP End: PRINCIPAL NAICS CODE: 624229 - Other Community Housing Services PRODUCT/SERVICE CODE: G099 - Social - Other	365.00	DY	\$1,500 per month	\$18,000 per year
3001	Non-business hours shelter triage services for homeless veterans. Contract Period: Ordering Period 3 POP Begin: POP End: PRINCIPAL NAICS CODE: 624229 - Other Community Housing Services PRODUCT/SERVICE CODE: G099 - Social - Other	365.00	DY	\$1,500 per month	\$18,000 per year
4001	Non-business hours shelter triage services for homeless veterans. Contract Period: Ordering Period 4 POP Begin: POP End: PRINCIPAL NAICS CODE: 624229 - Other Community Housing Services PRODUCT/SERVICE CODE: G099 - Social - Other	365.00	DY	\$1,500 per month	\$18,000 per year
GRAND TOTAL					<u>\$90,000</u>

8. The Contractor shall not create or maintain any records containing any non-public [FACILITY] information that are not specifically tied to or authorized by the contract.
9. The Contractor shall not retain, use, sell, or disseminate copies of any deliverable that contains information covered by the Privacy Act of 1974 or that which is generally protected from public disclosure by an exemption to the Freedom of Information Act.
10. The [FACILITY] owns the rights to all data and records produced as part of this contract. All deliverables under the contract are the property of the U.S. Government for which [FACILITY] shall have unlimited rights to use, dispose of, or disclose such data contained therein as it determines to be in the public interest. Any Contractor rights in the data or deliverables must be identified as required by FAR 52.227-11 through FAR 52.227-20.
11. Training. All Contractor employees assigned to this contract who create, work with, or otherwise handle records are required to take [FACILITY]-provided records management training. The Contractor is responsible for confirming training has been completed according to agency policies, including initial training and any annual or refresher training.

[Note: To the extent an agency requires contractors to complete records management training, the agency must provide the training to the contractor.]

D. Flowdown of Requirements to Subcontractors

1. The Contractor shall incorporate the substance of this clause, its terms and requirements including this paragraph, in all subcontracts under this [contract vehicle], and require written subcontractor acknowledgment of same.
2. Violation by a subcontractor of any provision set forth in this clause will be attributed to the Contractor.

with the safeguarding of records covered by the Privacy Act of 1974 (5 U.S.C. 552a). These policies include the preservation of all records, regardless of form or characteristics, mode of transmission, or state of completion.

2. In accordance with 36 CFR 1222.32, all data created for Government use and delivered to, or falling under the legal control of, the Government are Federal records subject to the provisions of 44 U.S.C. chapters 21, 29, 31, and 33, the Freedom of Information Act (FOIA) (5 U.S.C. 552), as amended, and the Privacy Act of 1974 (5 U.S.C. 552a), as amended and must be managed and scheduled for disposition only as permitted by statute or regulation.
3. In accordance with 36 CFR 1222.32, Contractor shall maintain all records created for Government use or created in the course of performing the contract and/or delivered to, or under the legal control of the Government and must be managed in accordance with Federal law. Electronic records and associated metadata must be accompanied by sufficient technical documentation to permit understanding and use of the records and data.
4. [FACILITY] and its contractors are responsible for preventing the alienation or unauthorized destruction of records, including all forms of mutilation. Records may not be removed from the legal custody of [FACILITY] or destroyed except for in accordance with the provisions of the agency records schedules and with the written concurrence of the Head of the Contracting Activity. Willful and unlawful destruction, damage or alienation of Federal records is subject to the fines and penalties imposed by 18 U.S.C. 2701. In the event of any unlawful or accidental removal, defacing, alteration, or destruction of records, Contractor must report to [FACILITY]. The agency must report promptly to NARA in accordance with 36 CFR 1230.
5. The Contractor shall immediately notify the appropriate Contracting Officer upon discovery of any inadvertent or unauthorized disclosures of information, data, documentary materials, records or equipment. Disclosure of non-public information is limited to authorized personnel with a need-to-know as described in the [contract vehicle]. The Contractor shall ensure that the appropriate personnel, administrative, technical, and physical safeguards are established to ensure the security and confidentiality of this information, data, documentary material, records and/or equipment is properly protected. The Contractor shall not remove material from Government facilities or systems, or facilities or systems operated or maintained on the Government's behalf, without the express written permission of the Head of the Contracting Activity. When information, data, documentary material, records and/or equipment is no longer required, it shall be returned to [FACILITY] control or the Contractor must hold it until otherwise directed. Items returned to the Government shall be hand carried, mailed, emailed, or securely electronically transmitted to the Contracting Officer or address prescribed in the [contract vehicle]. Destruction of records is EXPRESSLY PROHIBITED unless in accordance with Paragraph (4).
6. The Contractor is required to obtain the Contracting Officer's approval prior to engaging in any contractual relationship (sub-contractor) in support of this contract requiring the disclosure of information, documentary material and/or records generated under, or relating to, contracts. The Contractor (and any sub-contractor) is required to abide by Government and [FACILITY] guidance for protecting sensitive, proprietary information, classified, and controlled unclassified information.
7. The Contractor shall only use Government IT equipment for purposes specifically tied to or authorized by the contract and in accordance with [FACILITY] policy.

- Staff will knock on your bedroom door prior to entry.
- You have the right to receive care from the same staff member every day to the extent that consistent assignment is possible.
- You may have visitors at any time of the day or night provided visitors are respectful of you, your need for privacy and the privacy of others. You may refuse visitors at any time.
- You have a right to conjugal visits, and you have a right to privacy during those visits.
- Your care will be delivered in a setting that resembles home. Therefore, you will be invited to have your meals in a designated dining area, and you will have access to those activities that contribute to meaningful use of time.
- In preparation for being discharged to your own home, you and or your care giver may be invited to participate in activities that prepare you to go home such as self-administration of medications and treatments.
- You and your care givers have a right to attend treatment planning meetings and participate in household or resident council.

NARA Records Management Language for Contracts (July 10, 2019)

<https://www.archives.gov/records-mgmt/policy/records-mgmt-language>

RECORDS MANAGEMENT OBLIGATIONS

A. Applicability

This clause applies to all Contractors whose employees create, work with, or otherwise handle Federal records, as defined in Section B, regardless of the medium in which the record exists.

B. Definitions

“Federal record” as defined in 44 U.S.C. § 3301, includes all recorded information, regardless of form or characteristics, made or received by a Federal agency under Federal law or in connection with the transaction of public business and preserved or appropriate for preservation by that agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of the United States Government or because of the informational value of data in them.

The term Federal record:

1. includes [Agency] records.
2. does not include personal materials.
3. applies to records created, received, or maintained by Contractors pursuant to their [Agency] contract.
4. may include deliverables and documentation associated with deliverables.

C. Requirements

1. Contractor shall comply with all applicable records management laws and regulations, as well as National Archives and Records Administration (NARA) records policies, including but not limited to the Federal Records Act (44 U.S.C. chs. 21, 29, 31, 33), NARA regulations at 36 CFR Chapter XII Subchapter B, and those policies associated

- Tell your provider about your current condition, medicines (including over the counter and herbals), and medical history. Also, share any other information that affects your health. You should ask questions when you do not understand something about your care. This will help us provide you the best care possible.
- You will be given, in writing, the name and title of the provider in charge of your care. You have the right to be involved in choosing your provider. You also have the right to know the names and titles of those who provide you care. This includes students and other trainees. Providers will properly introduce themselves when they take part in your care.
- You will be educated about your role and responsibilities as a patient or CLC resident. This includes your participation in decision making and care at the end of life.
- If you believe you cannot follow the treatment plan, you have a responsibility to tell your provider or treatment team.
- You will be informed of all outcomes of your care, including any possible injuries associated with your care. You will be informed about how to request compensation and other remedies for any serious injuries.
- You have the right to have your pain assessed and to receive treatment to manage your pain. You and your treatment team will develop a pain management plan together. You are expected to help the treatment team by telling them if you have pain and if the treatment is working.
- As an inpatient or CLC resident, you will be provided any transportation necessary for your treatment plan.
- You have the right to choose whether or not you will participate in any research project. Any research will be clearly identified. Potential risks of the research will be identified and there will be no pressure on you to participate.
- You will be included in resolving any ethical issues about your care. If you have ethical issues or concerns, you may speak with the Medical Center's Ethics Consultation Service for help.

4. Concerns or Complaints

- You are encouraged and expected to seek help from your treatment team or a patient advocate if you have problems or complaints. Any privacy complaints will be addressed by the facility Privacy Officer. You will be given understandable information about the complaint process in your preferred language. You may complain verbally or in writing, without fear of retaliation.
- If you believe that you or your family member has been neglected, abused, or exploited by VA staff, please report this promptly to the treatment team or patient advocate. You will receive help immediately.
- If you believe the organization has failed to address or satisfy your concerns about health care quality and safety, you may contact the Joint Commission's Office of Quality Monitoring at 1-800-994-6610. If you believe that the organization has failed to address your concerns about suspected criminal activities, fraud, waste, abuse, or mismanagement, you may contact the VA Office of the Inspector General at 1-800-488-8244. For more information, [visit va.gov/oig/hotline/](http://visit.va.gov/oig/hotline/).

5. Additional Rights and Responsibilities of Community Living Center Residents

Because the CLC serves as your home for short or long-stay services, you have the following additional rights and responsibilities as a CLC resident:

- In the Community Living Center, you may keep personal items and are expected to wear your own clothes. As an inpatient, you may wear your own clothes depending on your medical condition.
- You have the right to keep and use personal items as long as they are safe and legal.
- You have the right to social interaction and regular exercise. You will have the opportunity for religious worship and spiritual support. You may decide whether to participate in these activities. You may decide whether or not to perform tasks in or for the Medical Center or in the Community Living Center.
- You have the right to communicate freely and privately. You will have access to public telephones and VA will assist you in sending and receiving mail. You may participate in civic rights, such as voting and free speech.
- When a loved one is involved in support and care of a VA patient or CLC resident, VA considers a patient or CLC resident's family to include anyone related to the patient or CLC resident in any way (for example, biologically or legally) and anyone whom the patient or CLC resident considers to be family. If you are an inpatient, any persons you choose can be with you to support you during your stay. Medical staff may restrict visitors for inpatients if medical or safety concerns require it. You will be told promptly about any visitor restriction and the reason for it.
- In order to provide a safe treatment environment for all patients or CLC residents and staff, you and your visitors are expected to avoid unsafe acts that place others at risk for accidents or injuries. Please immediately report any condition you believe to be unsafe.

2. Health Information and Privacy

- Your privacy will be protected.
- You will be given information about the health benefits you can receive. The information will be provided in a way you can understand.
- You will receive information about the costs of your care (for example, co-payments), if any, before you are treated. You are responsible for paying your portion of any costs associated with your care.
- Your health record will be kept confidential. Information about you will not be released without your authorization unless permitted by law (an example of this is State public health reporting). You have the right to have access to or request a copy of your own health records.
- Please respect the privacy of other patients and CLC residents and do not reveal their health information that you may overhear or otherwise become aware of.

3. Partnering in Care

- You have a right to express your preferences concerning future medical care in an advance directive, including designating a health care agent to make health care decisions on your behalf when you can no longer do so.
- You, and any person(s) you choose, will be involved in all decisions about your care. You will be given information you can understand about the benefits and risks of treatment in your preferred language. You will be given other options. You can agree to or refuse any treatment. You will be told what is likely to happen to you if you refuse a treatment. Refusing a treatment will not affect your rights to future care but you take responsibility for the impact this decision may have on your health.

health conditions, substance use disorders, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment.

NOTE: *The term “homeless” or “homeless individual” does not include any individual imprisoned or otherwise detained pursuant to an Act of Congress or a state law*

VHA Handbook 1162.09: Health Care for Homeless Veterans (HCHV) Programs

EXHIBIT A: PATIENT BILL OF RIGHTS

(view online at <https://www.va.gov/health/rights/patientrights.asp>)

The Veterans Health Administration (VHA) is pleased you have selected us to provide your health care. We will provide you with personalized, patient-driven, compassionate, state-of-the-art care. Our goal is to make your experience as positive and pleasant as we can. As part of our service to you, to other Veterans and to the Nation, we are committed to improving health care quality. We also train future health care professionals, conduct research, and support our country in times of national emergency. In all of these activities, our employees will respect and support your rights as a patient or resident of a community living center (CLC). Your basic rights and responsibilities are outlined in this document. You will receive this information in your preferred language. Please talk with the VA treatment team members who are providing your care or to a patient advocate if you have any questions or would like more information about your rights and responsibilities.

1. Nondiscrimination and Respect

- You will be treated with dignity, compassion, and respect as an individual. Consistent with Federal law, VA policy, and accreditation standards of The Joint Commission, you will not be subject to discrimination for any reason, including for reasons of age, race, ethnicity, religion, culture, language, physical or mental disability, socioeconomic status, sex, sexual orientation, or gender identity or expression.
- You will receive care in a safe environment free from excess noise, and with sufficient light to ensure comfort and safety.
- You have a right to have access to the outdoors.
- We will seek to honor your cultural and personal values, beliefs, and preferences. We ask that you identify any cultural, religious, or spiritual beliefs or practices that influence your care.
- You or someone you choose has the right to keep and spend your money. You have the right to receive an accounting of any funds that VA is holding for you.
- We will respect your personal freedoms in the care and treatment we provide you. This includes trying to accommodate your normal sleep and wake cycles, food likes and dislikes, and other personal preferences.
- In the Community Living Center, you have the right to be free from chemical and physical restraints. In the inpatient acute care setting, and only in rare cases, the use of chemical and physical restraints may be used if all other efforts to keep you or others free from harm have not worked.

McKinney-Vento Act Definition of Homelessness:

It is the responsibility of the local VA medical center HCHV program to determine the homeless status of program applicants. The HCHV Program follows the definition of "homeless" as authorized in 38 U.S.C. 2002(1) and The McKinney-Vento Homeless Assistance Act, as amended by S. 896 The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009.

Note: See Homeless Emergency Assistance and Rapid Transition to Housing Act - HUD Exchange

Homeless refers to:

- (1) An individual or family who lacks a fixed, regular, and adequate nighttime residence.
- (2) An individual or family with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground.
- (3) An individual or family living in a supervised publicly or privately-operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, state, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing).
- (4) An individual who resided in a shelter or a place not meant or human habitation and how is exiting an institution where the individual temporarily resided.
- (5) An individual or family who:
 - (a) Will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, state, or local government programs for low-income individuals or by charitable organizations, as evidenced by:
 1. A court order resulting from an eviction action that notifies the individual or family that they must leave within 14 days.
 2. The individual or family having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days.
 3. Credible evidence indicating that the owner or renter of the housing will not allow the individual or family to stay for more than 14 days, and any oral statement from an individual or family seeking homeless assistance that is found to be credible must be considered credible evidence for purposes of this clause.
 - (b) Has no subsequent residence identified.
 - (c) Lacks the resources or support networks needed to obtain other permanent housing.
- (6) Unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who:
 - (a) Have experienced a long-term period without living independently in permanent housing;
 - (b) Have experienced persistent instability as measured by frequent moves over such period: and
 - (c) Can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental

Additional information about the Americans with Disabilities act, architectural barriers, and guidelines for emergency shelters can be found at:

www.ada.gov

An ADA accessibility checklist for emergency shelters, which may or may not apply to facilities associated with this contract, is attached here for information and educational purposes:

<https://www.adachecklist.org/doc/fullchecklist/ada-checklist.pdf>

Homeless Management Information system (HMIS)

Homeless Management Information System (HMIS) is the term used to describe a class of database applications used to confidentially aggregate data on homeless populations served in the United States. A Homeless Management Information System (HMIS) is a software application designed to record and store client-level information on the characteristics and service needs of homeless persons. An HMIS is typically a web-based software application that homeless assistance providers use to coordinate care, manage their operations, and better serve their clients. HMIS implementations can encompass geographic areas ranging from a single county to an entire state. An HMIS knits together homeless assistance provides within a community and creates a more coordinated and effective housing and service delivery system. The U.S. Department of Housing and Urban Development (HUD) and other planners and policymakers at the Federal, state and local levels use aggregate HMIS data to obtain better information about the extent and nature of homelessness over time. Specifically, an HMIS can be used to produce an unduplicated count of homeless persons, understand patterns of service use, and measure the effectiveness of homeless programs. Homeless Management Information Systems were first developed in the late 1990's in response to a mandate by Congress requiring States to collect this data as a condition of receiving federal money from HUD to serve homeless populations. The impetus behind this mandate was to reduce and eventually solve homelessness, a problem which could never be solved if it was not understood and if progress toward that goal was not tracked. Most HMIS applications also serve as outcome-based systems that facilitate timely, efficient, and effective access to needed services and supports for persons who are homeless. For instance, percentage of individuals who are housed is a metric used for evaluation. Other data fields focus on developing a picture of unduplicated counts, use of specific service and the effectiveness of the local homeless assistance systems. HMIS is helpful to HUD in evaluating success in different grantee jurisdictions and reporting to Congress; HUD has begun a renewed emphasis on having its Continuum of Care grantees convert to HMIS.

Contractors will be expected to enter data into a Homeless Management Information System (HMIS) web-based software application and bed totals in the Homeless Inventory Count through their local HUD Continuum of Care. Additional information about local HUD Continuums of Care and software can be found at:

[HMIS: Homeless Management Information System - HUD Exchange](#)

7.4 An itemized invoice shall accompany each service order from the Contractor. This invoice must show item number, description, quantity, unit, unit price, and totals for each design (advanced and basic) used. All invoices shall include agreement/order number, purchase/delivery order number and detail of services provided. The itemized invoices submitted for payment through On-Line Certification System (OLCS) shall include the agreement/order number, purchase/delivery order number and detail of services provided. All invoices will be submitted in accordance with these instructions.

7.5 VA uses a third-party invoicing provider named Tungsten to provide us with electronic invoices. Please register with Tungsten so you can submit your invoice electronically to us for processing as it is a federal mandate. Contractor will need to go to the tungsten website <http://www.tungsten-network.com/uk/en/> for the registration process. Please provide to Tungsten the VA's Tungsten Buyer Number AAA544240062.

7.6 Invoices will be electronically submitted to the Tungsten website at <http://www.tungsten-network.com/uk/en/>. The Tungsten direct vendor support number is 877-489-6135 for VA contracts. The VA-FSC pays all associated transaction feeds for VA orders. During Implementation (technical set-up) Tungsten will confirm your Taxpayer ID Number with the VA-FSC. This process can take up to 5 business days to complete to ensure your invoice is automatically routed to your Certifying Official or approval and payment. In order to successfully submit an invoice to VA-FSC please review "How to Create an Invoice: within the how to guides. All invoices submitted through Tungsten to the VA-FSC should mirror your current submission of Invoice, with the following items required. Clarification of additional requirements should be confirmed with your Certifying Official (your CO or buyer). The VA-FSC requires specific information in compliance with the Prompt Pay Act and Business Requirements.

Requirements:

- Your firm's Taxpayer ID number (TIN)
- Your firm's "Remit Address" Information
- The VA Purchase Order (PO) number
- Your firm's contact information: (Personal Name, Email, and Phone)
- Your VA point of contact information: (Personal Name, Email and Phone)
- The Period of Performance dates (Beginning and Ending)
- All discount information if applicable (Percent and Date Terms)

7.7 For additional information, please contact:

Tungsten Support

Phone: 1-877-489-6135

Website: <http://www.tungsten-network.com/uk/en/>

Department of Veterans Affairs Financial Service Center

Phone: 1-877-353-9791

Email: yafscched@va.gov

Reference:

Americans with Disabilities Act

- A. Submit a monthly log of the number of veterans referred each month to the HCHV program Office.
- B. The Contractor is required by the Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR part 2) and the Confidentiality of Certain Medical Records (38 USC 7332). Any case records will be maintained with security and confidentiality
 - 1. Relevant Releases of Information to communicate Veteran's presence in the specific temporary/emergency community shelter to the HCHV Program Office.
- C. Contractors will be expected to enter data into a Homeless Management Information System (HMIS) web-based software application and bed totals in the Homeless Inventory Count. This data will consist of information on the Veterans served and types of supportive services provided by contractors.
- D. The Contractor will be expected to participate in the Metro Continuum of Care for the Homeless via entering data as stated above and any other activities focused on meeting the needs of Veterans and meeting the criteria and benchmarks for Ending Veteran Homelessness.

6 CONTRACT CHANGES/TECHNICAL DIRECTIONS.

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements of this contract. The Contractor shall communicate with the Contracting Officer, applicable, on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments of issue changes that shall affect price, quantity, or quality of performance of this contract.

In the event the contractor affects any such change at the direction of any person other than the Contracting Officer without authority, no adjustment shall be made in the contract price to cover an increase in costs incurred as a result thereof.

The COR (Contracting Officer Representative) will be responsible for the overall technical administration of this contract as outlined in the COR Delegation of Authority, including monitoring of the Contractor's performance.

7 PAYMENT.

7.1 Inspection and acceptance shall be accomplished as follows: The Government, for all services furnished under any resulting order, hereby designates the VA COR assigned to each facility as the point of final inspection and acceptance.

7.2 Sums due the Contractor shall be paid monthly, in arrears, upon receipt of a properly prepared invoice (as defined in FAR Clause 52.212-4(g). Invoice) submitted by the Contractor.

7.3 Billings rendered by the Contractor to the medical center or outpatient clinic for services furnished under the terms of orders using this agreement shall be billings in full. Neither the beneficiary, nor the beneficiary's insurer, nor any third party shall be billed even if the VA does not pay for those services. This provision shall survive the termination or ending of the agreement.

D. ADDITIONAL CONTRACT REQUIREMENTS.

1. PERSONNEL

The Contractor will employ sufficient personnel to carry out the policies, responsibilities, and the program for the facility. At a minimum there must be at least one staff member, or designee of equivalent professional capability, on duty to facilitate the requirements, and available for the hours/days specified above.

2. REFERRALS

A. The VA is responsible for determining eligibility of Veterans prior to referral to the Contractor. A phone call or written referral (hard copy, fax or secure e-mail are acceptable) by an authorized VA ordering officer shall be provided to the Contractor for each Veteran referred for services under the contract.

B. A list of authorized VA ordering officials for the contract shall be provided to the Contractor upon award of the contract. Ordering officials may be added or deleted from the list during the term of the contract at the discretion of VA Contracting Officer. The Contractor shall be provided an updated list of authorized VA ordering officials whenever such changes are made.

C. All referral requests will be immediately processed by the Contractor.

3. CONTRACTOR STAFF CONDUCT/COMPLAINTS HANDLING.

The Contractor personnel shall be expected to treat referred Veterans with dignity and respect as outlined in the VA Patient's Bill of Rights as set forth in 38 CFR 17.34a. See exhibit A. Patient Bill of Rights.

The VA reserves the right to exclude Contractor staff members from providing services to Veterans under this contract based on breaches of conduct, including conduct that jeopardize patient care or interferes with the regular and ordinary operation of the facility. Breaches of conduct include intoxication or debilitation resulting from drug use, theft, patient abuse, dereliction, or negligence in performing directed tasks or other conduct resulting in formal complaints by Veterans or other staff members to designated Government representatives. The Contractor and COR (Contracting Officer Representative) shall deal with issues raised concerning contractor personnel conduct. The Contracting Officer shall be the final arbiter on questions of acceptability and in validating complaints.

4. TRANSPORTATION.

The contractor will inform Fargo VA staff of the available shelter option so the VA can arrange transportation for the homeless veteran. VA staff will inform the contractor which mode of travel to expect the veteran.

5. REPORTS.

As VA exercises contract oversight, attention will be directed to the adequacy of Veteran's record. The Contractor will be responsible for the following onsite records and reports:

B.2 PERFORMANCE WORK STATEMENT

HOMELESS VETERAN AFTER HOURS TRIAGE SERVICES for Fargo, ND

A. Purpose.

The core mission of the Health Care for Homeless Veterans (HCHV) program is to reduce homelessness among Veterans by conducting outreach to those who are the most vulnerable. Also, those who are not currently receiving VA services and engaging them in treatment and rehabilitation via VA programs and non-VA community programs that provide prevention and support services. The Department of Veterans Affairs Health Care System in Fargo, ND requires contractors in the Fargo area, to provide services as part of its HCHV program. The contracted services allow for the Fargo VA Health Care System staff, in rare instances community partners, to refer homeless Veterans to triage services during non-business hours of the HCHV program office.

B. Background.

Through the HCHV program, the Department of Veterans Affairs (VA) provides case management services to Veterans and facilitates their access to a broad range of medical, mental health, and rehabilitative services. This requirement is for the acquisition of veteran services from a contractor who can accept referrals from VA staff. The contractor is expected to assess homeless veterans, released from VA care during non-business hours of the HCHV Program office, find and place them, at no additional cost to the VA, into an available shelter for the evening. Veterans must meet the following criteria:

- Are a confirmed veteran as determined by the local VA medical center.
- Are determined to be in need of emergency shelter by the local VA medical center.

Non-Business Hours are considered:

4:30PM to 8:00AM

Monday through Friday

24 hours

Saturday, Sunday, and all Federal holidays

C. Services To Be Provided.

BASIC SERVICES. The contractor shall provide triage services, (after hours process for contacting community shelters regarding available openings for homeless persons, who do not require medical, psychiatric, or detox services), during non-business hours of the Health Care for Homeless Veteran's Program office.

- a. The contractor shall evaluate the homeless veterans' unique circumstances, (if applicable), and direct VA staff to send veteran to the appropriate shelter.
- b. If necessary, contractor will make all effort to secure available bed, including temporary overflow.

NUMBER OF VETERANS TO BE COVERED BY THE CONTRACT: Contractor will provide services to all Veterans referred for triage.

SECTION B - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 36C263
Department of Veterans Affairs
NETWORK 23 CONTRACTING OFFICE
1303 5th St, Suite 300
Coralville IA 52241

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

52.232-33, Payment by Electronic Funds Transfer—System For Award Management, or

52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly

b. Semi-Annually

c. Other Monthly

4. GOVERNMENT INVOICE ADDRESS: All Invoices from the contractor shall be submitted electronically in accordance with VAAR Clause 852.232-72 Electronic Submission of Payment Requests.

ACKNOWLEDGMENT OF AMENDMENTS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

AMENDMENT NO	DATE

E.6 52.216-1 TYPE OF CONTRACT (APR 1984).....65

C.13 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) (JUL 2020) (DEVIATION)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).

(3) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203–6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(3) 52.203–15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204–10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109–282) (31 U.S.C. 6101 note).

(5) [Reserved]

(6) 52.204–14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(7) 52.204–15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111–117, section 743 of Div. C).

(8) 52.209–6, Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).

(10) [Reserved]

(11) 52.219–3, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

(12) 52.219–4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(13) [Reserved]

(14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-6.

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

(ii) Alternate I (MAR 2020) of 52.219-7.

(16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).

(17)(i) 52.219–9, Small Business Subcontracting Plan (NOV 2021) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (NOV 2016) of 52.219-9.

(iii) Alternate II (NOV 2016) of 52.219-9.

(iv) Alternate III (JUN 2020) of 52.219–9.

(v) Alternate IV (SEP 2021) of 52.219–9.

(18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (MAR 2020) of 52.219-13.

(19) 52.219–14, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 657s).

(20) 52.219-16, Liquidated Damages—Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219–27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).

(22) (i) 52.219–28, Post-Award Small Business Program Rerepresentation (SEP 2021) (15 U.S.C. 632(a)(2)).

(ii) Alternate I (MAR 2020) of 52.219–28.

(23) 52.219–29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (SEP 2021) (15 U.S.C. 637(m)).

(24) 52.219–30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (SEP 2021) (15 U.S.C. 637(m)).

(25) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

(26) I(26) 52.219–33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

(27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(28) 52.222–19, Child Labor—Cooperation with Authorities and Remedies (JUL 2020) (DEVIATION) (E.O. 13126).

(29) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(30)(i) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(ii) Alternate I (FEB 1999) of 52.222-26.

(31)(i) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ii) Alternate I (JULY 2014) of 52.222-35.

(32)(i) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(ii) Alternate I (JULY 2014) of 52.222-36.

(33) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

(35)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(36) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

(37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).

(39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).

(40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (OCT 2015) of 52.223-13.

(41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-14.

(42) 52.223-15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).

(43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

(ii) Alternate I (JUN 2014) of 52.223-16.

(44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).

(45) 52.223-20, Aerosols (JUN 2016) (E.O. 13693).

(46) 52.223-21, Foams (JUN 2016) (E.O. 13693).

(47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(48) 52.225-1, Buy American—Supplies (NOV 2021) (41 U.S.C. chapter 83).

(49)(i) 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (JUL 2020) (DEVIATION) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C chapter 29 (sections 4501-4732), Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate II (JUL 2020) (DEVIATION) of 52.225-3.

(iii) Alternate III (JUL 2020) (DEVIATION) of 52.225-3.

(50) 52.225–5, Trade Agreements (JUL 2020) (DEVIATION) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(55) 52.229–12, Tax on Certain Foreign Procurements (FEB 2021).

(56) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(57) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

(58) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (Oct 2018) (31 U.S.C. 3332).

(59) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(60) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (DEC 2013) (DEVIATION AUG 2020) (31 U.S.C. 3903 and 10 U.S.C. 2307).

(61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

(62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

(63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

Employee Class

Monetary Wage-Fringe Benefits

(3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards—Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

(5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records—Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203–13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204–23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115–91).

(iv) 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115–232).

(v) 52.219–8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219–8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222–26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222–35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ix) 52.222–36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(x) 52.222–37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services—Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225–26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document: D.1 FY23 QASP HCHV-Triage Service.

See attached document: D.2 IMMIGRAT_CERT.

See attached document: D.3 ORG_CONFLICT_CERT.

See attached document: D.4 Wage Determination-Cass County ND.

SECTION E - SOLICITATION PROVISIONS

E.1 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code(s) and small business size standard(s) for this acquisition appear elsewhere in the solicitation. However, the small business size standard for a concern that submits an offer, other than on a construction or service acquisition, but proposes to furnish an end item that it did not itself manufacture, process, or produce is 500 employees if the acquisition—

(1) Is set aside for small business and has a value above the simplified acquisition threshold;

(2) Uses the HUBZone price evaluation preference regardless of dollar value, unless the offeror waives the price evaluation preference; or

(3) Is an 8(a), HUBZone, service-disabled veteran-owned, economically disadvantaged women-owned, or women-owned small business set-aside or sole-source award regardless of dollar value.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show—

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at Federal Acquisition Regulation (FAR) 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions, including alternative line items (provided that the alternative line items are consistent with FAR subpart 4.10), or alternative commercial products or commercial services for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers.

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids)*. The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards*. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation.

(1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to—

GSA Federal Supply Service Specifications Section

Suite 8100 470 East L'Enfant Plaza, SW

Washington, DC 20407

Telephone (202) 619-8925

Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

(i) ASSIST (<https://assist.dla.mil/online/start/>);

(ii) Quick Search (<http://quicksearch.dla.mil/>);

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by-

(i) Using the ASSIST Shopping Wizard (<https://assist.dla.mil/wizard/index.cfm>);

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Unique entity identifier.* (Applies to all offers that exceed the micro-purchase threshold, and offers at or below the micro-purchase threshold if the solicitation requires the Contractor to be registered in the System for Award Management (SAM).) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "Unique Entity Identifier" followed by the unique entity identifier that identifies the Offeror's name and address. The Offeror also shall enter its Electronic Funds Transfer (EFT) indicator, if applicable. The EFT indicator is a four-character suffix to the unique entity identifier. The suffix is assigned at the discretion of the Offeror to establish additional SAM records for identifying alternative EFT accounts (see FAR subpart 32.11) for the same entity. If the Offeror does not have a unique entity identifier, it should contact the entity designated at www.sam.gov for unique entity identifier establishment directly to obtain one. The Offeror should indicate that it is an offeror for a Government contract when contacting the entity designated at www.sam.gov for establishing the unique entity identifier.

(k) [Reserved]

(l) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(2) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(4) A summary of the rationale for award;

(5) For acquisitions of commercial products, the make and model of the product to be delivered by the successful offeror.

(6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

ADDENDUM to FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES

Provisions that are incorporated by reference (by Citation Number, Title, and Date), have the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

The following provisions are incorporated into 52.212-1 as an addendum to this solicitation:

E.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oal/library/vaar/>

(End of Provision)

<u>FAR Number</u>	<u>Title</u>	<u>Date</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT	OCT 2018
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING	AUG 2020
52.229-11	TAX ON CERTAIN FOREIGN PROCUREMENTS—NOTICE AND REPRESENTATION	JUN 2020

E.3 52.204-24 REPRESENTATION REGARDING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it “does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument” in paragraph (c)(1) in the provision at 52.204–26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212–3, Offeror Representations and Certifications—Commercial Products and Commercial Services. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it “does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services” in paragraph (c)(2) of the provision at 52.204–26, or in paragraph (v)(2)(ii) of the provision at 52.212–3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.* (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115–232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services.”

(d) *Representations.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds “will” in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds “does” in paragraph (d)(2) of this section.

(e) *Disclosures.* (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded “will” in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model

number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(End of Provision)

E.4 52.212-2 EVALUATION—COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2021)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- Factor 1 – Technical
- Factor 2 - Past Performance
- Factor 3 - Price

Technical and past performance, when combined, are price.

(b) *Section Removed*

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of Provision)

(End of Addendum to 52.212-1)

E.5 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS— COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (MAY 2022) (JUL 2020) (DEVIATION)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) *Definitions.* As used in this provision—

Covered telecommunications equipment or services has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

Forced or indentured child labor means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

Inverted domestic corporation means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

Manufactured end product means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

Place of manufacture means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

Predecessor means an entity that is replaced by a successor and includes any predecessors of the predecessor.

Reasonable inquiry has the meaning provided in the clause 52.204–25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

Sensitive technology—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

Service-disabled veteran-owned small business concern—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern—

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) *Affiliates*, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and

contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

Subsidiary means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

Successor means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

Veteran-owned small business concern means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned business concern means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

Women-owned small business concern means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The offeror has completed the annual representations and certifications electronically in SAM accessed through <http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Products and Commercial Services, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard(s) applicable to the NAICS code(s) referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs .

(c) Offerors must complete the following representations when the resulting contract is for supplies to be delivered or services to be performed in the United States or its outlying areas, or when the contracting officer has applied part 19 in accordance with 19.000(b)(1)(ii). Check all that apply.

(1) *Small business concern*. The offeror represents as part of its offer that it [] is, [x] is not a small business concern.

(2) *Veteran-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it [] is, [x] is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern*. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it [] is, [x] is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [x] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern*. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [] is, [x] is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [*The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.*] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [*Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.*] The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [*The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.*] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) *Women-owned business concern (other than small business concern).* [*Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents that it is a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) *HUBZone small business concern.* [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal

office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) *Previous contracts and compliance.* The offeror represents that—

(i) It has, has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that—

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate.* (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American—Supplies, is included in this solicitation.)

(1)(i) The Offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product.

(ii) The Offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(iii) The terms “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line item No.	Country of origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American—Free Trade Agreements—Israeli Trade Act (JUL 2020) (DEVIATION), is included in this solicitation.)

(i)(A) The Offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (iii) of this provision, is a domestic end product.

(B) The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The Offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

(iii) The Offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The Offeror shall list as other foreign

end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line item No.	Country of origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. (JUL 2020) (DEVIATION)* If *Alternate II* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Israeli End Products:

Line item No.

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III (JUL 2020) (DEVIATION)*. If *Alternate III* to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line item No.	Country of origin

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements (JUL 2020) (DEVIATION), is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements".

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line item No.	Country of origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters* (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) [] Are, [x] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) [] Have, [x] have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104–5(a)(2) for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples.*

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(i) *Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).*

(1) *Listed end products.*

Listed end product	Listed countries of origin
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(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) NA In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Labor Standards.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003- 4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003- 4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

TIN: 45-6002069.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) *Common parent.*

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____.

TIN _____.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) *Representation.* The Offeror represents that—

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) *Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.*

(1) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) *Representation and certifications.* Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds the threshold at FAR 25.703–2(a)(2) with Iran’s Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 *et seq.*) (see OFAC’s Specially Designated Nationals and Blocked Persons List at <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (*e.g.*, 52.212–3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) *Ownership or Control of Offeror.* (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation).

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates “has” in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: Yes or No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) *Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.*

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) *Predecessor of Offeror.* (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(s) [Reserved]

(t) *Public Disclosure of Greenhouse Gas Emissions and Reduction Goals.* Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414

(Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) *Covered Telecommunications Equipment or Services—Representation*. Section 889(a)(1)(A) and section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for “covered telecommunications equipment or services”.

(2) The Offeror represents that—

(i) It does, does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, that it does, does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

E.6 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Single award, Firm-Fixed-Price, Indefinite Quantity contract resulting from this solicitation.

(End of Provision)

Quality Assurance Surveillance Plan (QASP)

The contractor will be evaluated in accordance with the following:

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) provides a systematic method to evaluate performance for the stated contract. This QASP explains the following:

- What will be monitored?
- How monitoring will take place.
- Who will conduct the monitoring?
- How monitoring efforts and results will be documented.

This QASP does not detail how the contractor accomplishes the work. Rather, the QASP is created with the premise that the contractor is responsible for management and quality control actions to meet the terms of the contract. It is the Government's responsibility to be objective, fair, and consistent in evaluating performance.

This QASP is a "living document" and the Government may review and revise it on a regular basis. However, the Government shall coordinate changes with the contractor through contract modification. Copies of the original QASP and revisions shall be provided to the contractor and Government officials implementing surveillance activities.

2. GOVERNMENT ROLES AND RESPONSIBILITIES

The following personnel shall oversee and coordinate surveillance activities.

a. Contracting Officer (CO) – The CO shall ensure performance of all necessary actions for effective contracting, ensure compliance with the contract terms, and shall safeguard the interests of the United States in the contractual relationship. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment under this contract. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance.

Assigned CO:

Organization or Agency:

b. Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and shall assure proper Government surveillance of the contractor's performance. The COR shall keep a quality assurance file. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf.

Assigned COR:

Organization or Agency:

3. CONTRACTOR REPRESENTATIVES

The following employee(s) of the contractor serve as the contractor's program manager(s) for this contract.

Primary: Desi Fleming, Director of Public Health, Jan Eliassen, Director of Harm Reduction Programs

Alternate: Melissa Perala, Accountant

Quality Assurance Surveillance Plan (QASP)

4. PERFORMANCE STANDARDS

The contractor is responsible for performance of ALL terms and conditions of the contract. CORs will provide contract progress reports quarterly to the CO reflecting performance on this plan and all other aspects of the resultant contract. The performance standards outlined in this QASP shall be used to determine the level of contractor performance in the elements defined. Performance standards define desired services. The Government performs surveillance to determine the level of Contractor performance to these standards.

The Performance Requirements are listed below in Section 6. The Government shall use these standards to determine contractor performance and shall compare contractor performance to the standard and assign a rating. At the end of the performance period, these ratings will be used, in part, to establish the past performance of the contractor on the contract.

5. METHODS OF QA SURVEILLANCE

Various methods exist to monitor performance. The COR shall use the surveillance methods listed below in the administration of this QASP.

- a. DIRECT OBSERVATION. Review of facility, personnel qualifications, and all required documentation.
- b. PERIODIC INSPECTION. Inspections scheduled and reported quarterly per COR delegation or as needed. Five (5) randomly selected on-site inspections shall be performed during the period of performance.
- c. CUSTOMER REPORTING: Verbal, email or other reports of timeliness of response to admission referrals.
- d. VERIFICATION AND/OR DOCUMENTATION PROVIDED BY CONTRACTOR: Review of state agency reports when requested.

Quality Assurance Surveillance Plan (QASP)

PERFORMANCE MEASURES

Measures	PWS Reference	Performance Requirement	Standard	Acceptable Quality Level	Surveillance Method	Disincentive/Deduct
1 - Qualifications of Key Personnel <i>PWS Reference D.1</i>	D.1	All Staff are Qualified, trained and orientated who provide the contracted services to the VA.	100% Certification of Key Personnel	100% No deviations accepted.	Direct Observations, Verification / Documentation by Contractor	Unfavorable contractor performance evaluation / Non exercise of options
2 – Timely Response to Referral Requests <i>PWS Reference D.2.C.</i>	D.2.C	All Referral Requests are responded to promptly.	100% of all referrals responded to immediately.	100% No deviations accepted.	Direct Observation, Customer Reporting	Unfavorable contractor performance evaluation / Non exercise of options
3 – Documentation <i>PWS Reference 5.</i>	5.	Submit monthly reports on veteran's served to the HCHV Program Office.	100%	100% No deviations accepted.	Direct Observation	Unfavorable contractor performance evaluation / Non exercise of options

Quality Assurance Surveillance Plan (QASP)

7. RATINGS

Metrics and methods are designed to determine rating for a given standard and acceptable quality level. The following ratings shall be used:

EXCEPTIONAL:	<p>Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.</p> <p>Note: To justify an Exceptional rating, you should identify <u>multiple</u> significant events in each category and state how it was a benefit to the GOVERNMENT. However a singular event could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.</p>
VERY GOOD:	<p>Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.</p> <p>Note: To justify a Very Good rating, you should identify a significant event in each category and state how it was a benefit to the GOVERNMENT. Also there should have been NO significant weaknesses identified.</p>
SATISFACTORY:	<p>Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.</p> <p>Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract. Also there should have been NO significant weaknesses identified.</p>
MARGINAL:	<p>Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.</p> <p>Note: To justify Marginal performance, you should identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety or Environmental Deficiency Report or letter).</p>
UNSATISFACTORY:	<p>Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.</p> <p>Note: To justify an Unsatisfactory rating, you should identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g. Management, Quality, Safety or Environmental Deficiency Reports, or letters).</p>

Quality Assurance Surveillance Plan (QASP)

8. DOCUMENTING PERFORMANCE

a. The Government shall document positive and/or negative performance. Any report may become a part of the supporting documentation for any contractual action and preparing annual past performance using CONTRACTOR PERFORMANCE ASSESSMENT REPORT SYSTEM (CPARS).

b. If contractor performance does not meet the Acceptable Quality level, the CO shall inform the contractor. This will normally be in writing unless circumstances necessitate verbal communication. In any case the CO shall document the discussion and place it in the contract file. When the COR and the CO determines formal written communication is required, the COR shall prepare a Contract Discrepancy Report (CDR), and present it to CO. The CO will in turn review and will present to the contractor's program manager for corrective action.

The contractor shall acknowledge receipt of the CDR in writing. The CDR will specify if the contractor is required to prepare a corrective action plan to document how the contractor shall correct the unacceptable performance and avoid a recurrence. The CDR will also state how long after receipt the contractor has to present this corrective action plan to the CO. The Government shall review the contractor's corrective action plan to determine acceptability. The CO shall also assure that the contractor receives impartial, fair, and equitable treatment. The CO is ultimately responsible for the final determination of the adequacy of the contractor's performance and the acceptability of the Contractor's corrective action plan.

Any CDRs may become a part of the supporting documentation for any contractual action deemed necessary by the CO. See Sample CDR below.

Quality Assurance Surveillance Plan (QASP)

CONTRACT DISCREPANCY REPORT				
1. CONTRACT NUMBER		2. REPORT NUMBER FOR THIS DISCREPANCY		
3. TO: <i>(Contracting Officer)</i>		4. FROM: <i>(Name of COR)</i>		
5. DATES				
a. CDR PREPARED	b. RETURNED BY CONTRACTOR:	c. ACTION COMPLETE		
6. DISCREPANCY OR PROBLEM <i>(Describe in detail. Include reference to PWS Directive; attach continuation sheet if necessary.)</i>				
7. SIGNATURE OF COR				Date:
8. SIGNATURE OF CONTRACTING OFFICER				Date:
9a. TO <i>(Contracting Officer)</i>		9a. FROM <i>(Contractor)</i>		
10. CONTRACTOR RESPONSE AS TO CAUSE, CORRECTIVE ACTION AND ACTIONS TO PREVENT RECURRENCE. <i>(Cite applicable quality control program procedures or new procedures. Attach continuation sheet(s) if necessary.)</i>				
11. SIGNATURE OF CONTRACTOR REPRESENTATIVE				Date:
12. GOVERNMENT EVALUATION. <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
13. GOVERNMENT ACTIONS <i>(Acceptance, partial acceptance, reflection. Attach continuation sheet(s) if necessary.)</i>				
14. CLOSE OUT				
	NAME	TITLE	SIGNATURE	DATE
CONTRACTOR NOTIFIED				
COR				
CONTRACTING OFFICER				

Quality Assurance Surveillance Plan (QASP)

9. FREQUENCY OF MEASUREMENT

- a. Frequency of Measurement. The frequency of measurement is defined in the contract or otherwise in this document. The government (COR or CO) will periodically analyze whether the frequency of surveillance is appropriate for the work being performed.
- b. Frequency of Performance Reporting. The COR shall communicate with the Contractor and will provide written reports to the Contracting Officer quarterly (or as outlined in the contract or COR delegation) to review Contractor performance.

10. COR AND CONTRACTOR ACKNOWLEDGEMENT OF QASP

SIGNED:

Mike Danielski _____
COR NAME/TITLE DATE

SIGNED:

<u>Desi Fleming</u>	11/21/2022	<u>Jan Eliassen</u>	11/21/2022
CONTRACTOR NAME/TITLE	DATE	CONTRACTOR NAME/TITLE	DATE
Desi Fleming, Director of Public Health		Jan Eliassen, Director of Harm Reduction Programs	

CONTRACTOR CERTIFICATION: IMMIGRATION AND NATIONALITY ACT OF 1952, AS AMENDED

The Contractor certifies that the Contractor shall comply with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;

While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or comply with the terms and conditions of their admission into the United States. Additionally, the Contractor is required to comply with all "E-Verify" requirements consistent with "Executive Order 12989" and any related pertinent Amendments, as well as applicable Federal Acquisition Regulations.

If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the Contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the Contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

The Contractor agrees to obtain a similar certification from its subcontractors.

Signature: Desi Fleming

Date: 11/21/2022

Typed Name and Title: Desi Fleming, Director of Public Health

Company Name: Fargo Cass Public Health

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

**FROM: TIA BRASETH, COMMUNITY DEVELOPMENT PLANNING COORDINATOR ^{TB}
NICOLE CRUTCHFIELD, PLANNING DIRECTOR**

DATE: NOVEMBER 23, 2022

RE: APPROVE THE PROPOSED AMENDMENTS TO THE 2022 ACTION PLAN

Following the required 30-day public comment period and Public Hearing held during the October 31, 2022 City Commission meeting, staff is seeking approval of the proposed amendments to the 2022 Action Plan for Community Development Block Grant (CDBG) and HOME programs. The proposed amendments are in compliance with federal regulations for the Department of Housing and Urban Development (HUD) CDBG and HOME programs and are detailed in the attached public notice, which was published in *The Forum* on October 19, 2022. Comments were received during the public comment period, at the October 31, 2022 City Commission meeting.

Recommended Action: Approve the amendments to the 2022 Action Plan for Community Development Block Grant (CDBG) / HOME Investment Partnership Grant programming.

City of Fargo
Notice of Public Hearing & Public Comment Period
Community Development Block Grant (CDBG) & HOME Programs

The City of Fargo is opening a 30-day public comment period starting October 20, 2022, including a public hearing on October 31, 2022 at the regular Fargo City Commission meeting. Final consideration will be at the November 28, 2022 Fargo City Commission meeting. The purpose for the public comment period is to consider a proposed amendment to the City’s HUD programs, which is summarized in this notice.

Summary of Proposed Amendment to 2022 HUD Action Plan

1. 2022 Annual Action Plan – Project Site, Activity, and Budget Identified under “Core Neighborhood Affordable Housing Development” Project: 3129 7 Avenue N and 802 32 Street North

The project sites of a housing development activity have been identified and are located at 3129 7 Avenue North and 802 32 Street North. The activity will include acquisition for the future construction of affordable housing.

The original allocation of \$237,876 in CDBG funds and \$85,249.75 in HOME funds is outlined within the 2022 Annual Action Plan. An additional \$500,000 in CDBG funds is proposed to be reallocated from the previously canceled 2021 Action Plan multi-family rental housing project at the former K-Mart site, for a total budget of \$823,125.75. This activity addresses the 5-Year Plan goal of Affordable Housing for low-to-moderate income households. *National Objective, Eligibility, & Regulation Citation: Low-Mod Housing Benefit [24 CFR Part 570.208(a)(3)]. Associated CDBG Matrix Codes include: 01 Acquisition of Real Property - Eligibility 24 CFR Part 570.201(a); 02 Disposition of Real Property – Eligibility 24 CFR Part 570.201(b); 12 Construction of Housing - Eligibility 24 CFR Part 570.201(m); and HOME Eligible Activity under 92.205(a)(1).*

COMMENTS, ACCESSIBILITY, & SCHEDULE

Comments and suggestions from the public are encouraged through a public comment period and/or at the public hearing. Contact information and schedule are provided below:

30-DAY PUBLIC COMMENT PERIOD: October 20 – November 18, 2022

PUBLIC HEARING: Monday, October 31, 2022 - 5:15 pm
Fargo City Commission Chambers
225 4th Street North, Fargo, ND 58102

CITY COMMISSION VOTE: Monday, November 28, 2022 – 5:15 pm

CONTACT INFORMATION: City of Fargo
Planning and Development Department
Attn: Community Development Planning Coordinator
225 4th Street North, Fargo ND 58102
701.476.4144
Planning@FargoND.gov

DRAFT PLAN AVAILABLE AT: www.fargond.gov/planninganddevelopment/plansandstudies
OR request through Planning & Development Department

Non-Discrimination Notice – In accordance with Federal regulations and City of Fargo policies, services are provided without regard to race, color, religion, sex, disability, familial status, national origin, age, marital status, veteran status, sexual orientation, gender identity, public assistance, domestic violence, lawful activity, or condition protected by applicable federal and state laws. The City is an equal employment/equal housing opportunity agency.

Accessibility – Fargo City Hall is serviced by public transit, accessible and can accommodate persons who are disabled. Alternative formats of this information (e.g., Braille, American Sign Language, etc.) or reasonable accommodations for persons with hearing/vision impairments and/or other disabilities will be made upon request. The contact information to arrange for services (a 48 hour notice may be needed) is City of Fargo's Section 504/ADA Coordinator Bekki Majerus – 701.298.6966. To access TTY/ND Relay service – 800.366.6888 or 711.

Limited English – Reasonable steps will be taken to provide persons with limited English proficiency (LEP) meaningful access, including the availability of interpretation and translation services. If services are needed, the contact information is provided above.

**RESOLUTION APPROVING AMENDMENTS TO THE 2022 HUD ACTION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
HOME INVESTMENT PARTNERSHIPS PROGRAM (HOME)**

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

WHEREAS, the City of Fargo receives Community Development Block Grant (CDBG) and HOME Investment Partnerships Program funds from United States Department of Housing and Urban Development (HUD); and

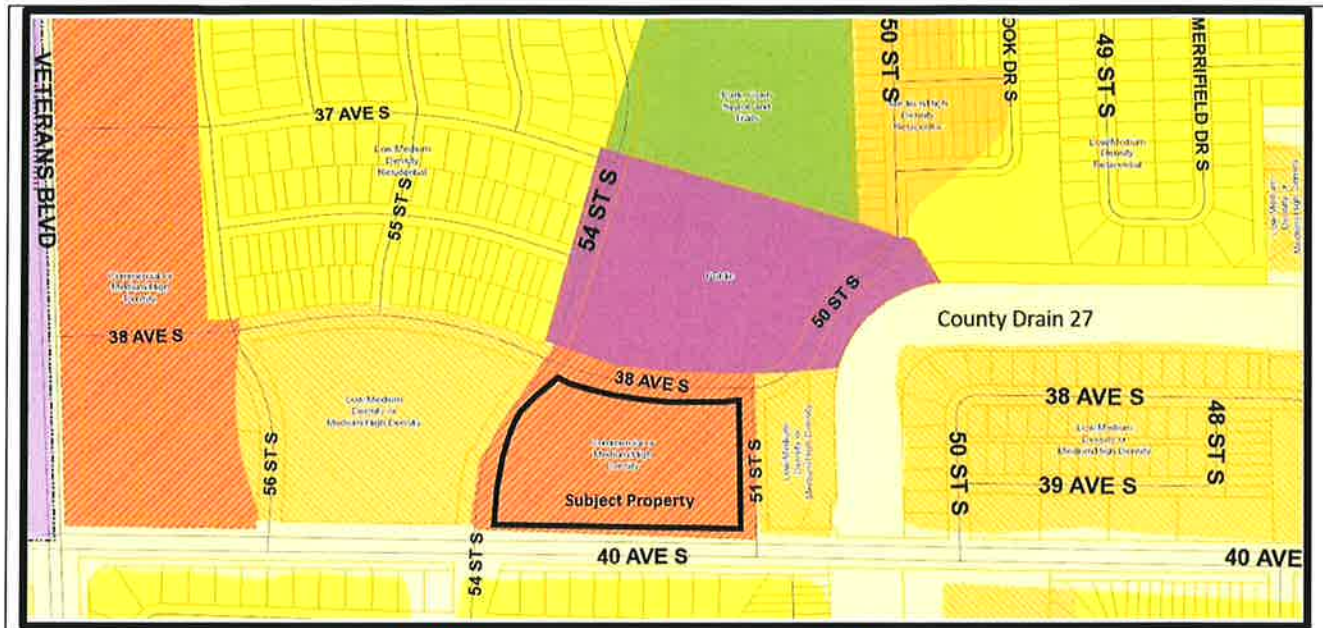
WHEREAS, in compliance with federal regulations, the City of Fargo has amended its 2022 Action Plan to make available housing and community development resources that primarily address the needs of low to moderate income persons in Fargo; and

WHEREAS, the City of Fargo has conducted a required citizen participation process including a draft publication of the amendments, a public hearing, and a 30-day public comment period.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fargo, North Dakota that the Mayor is herein authorized and directed to submit the amended plan to HUD and enter into and execute contracts and other documents as necessary to effectuate activities identified in the revised plan.

18a

City of Fargo Staff Report			
Title:	Valley View 9 th Addition	Date:	7/27/3022
		Update:	11/23/2022
Location:	3900 54th Street South	Staff Contact:	Donald Kress
Legal Description:	Lot 1, Block 7, Valley View Addition		
Owner(s)/Applicant:	Arbor Courts Townhomes, LLC / Cole Neset---Neset Land Surveys	Engineer:	Neset Land Surveys
Entitlements Requested:	Minor Subdivision (replat of Lot 1, Block 7, Valley View Addition)		
Status:	City Commission Public Hearing: November 28 th , 2022		
Existing		Proposed	
Land Use: Undeveloped		Land Use: No change	
Zoning: LC, Limited Commercial with C-O, conditional overlay		Zoning: No change	
Uses Allowed: LC allows colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, offices, off premise advertising signs , commercial parking, retail sales and service, self service storage, vehicle repair , limited vehicle service, certain telecommunications facilities, basic utilities		Uses Allowed: No change	
With C-O, Conditional Overlay Ord. No. 5368 to limit some uses and provide building and site design standards			
Maximum Density Allowed: 55%		Maximum Lot Coverage Allowed: No change	
Proposal:			
<p>The applicant request one entitlement:</p> <ol style="list-style-type: none"> 1. A minor subdivision, to be known as Valley View 9th Addition, a replat of Lot 1, Block 7, Valley View Addition <p>The subject property is located at 3900 54th Street South and encompasses approximately 7.37 acres. 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: Independence Elementary School with zoning of P/I, Public Institutional • East: Vacant Land with zoning of MR-3, Multi-Dwelling Residential • South: Single-family housing units with zoning of SR-2, Single-Dwelling Residential • West: Apartment complex with zoning MR-3, Multi-Dwelling Residential 			
Area Plans:			
The subject property is located within the 2003 Southwest Future Land Use Plan as amended. This plan designates the subject property as "commercial or medium/high density residential" land use. This land use designation includes the current LC, Limited Commercial.			



	City Limits		Either Office or Commercial		Office
	Commercial		Low/Medium Density Residential		Office or Commercial or Medium/High Density
	Commercial or Medium/High Density		Low/Medium Density or Medium/High Density		Park/Open Space
			Medium/High Density Residential		Public

Context

Neighborhood: Brandt Crossing

Schools: The subject property is located within the West Fargo School District and is served by Independence Elementary, Liberty Middle and Sheyenne High schools

Parks: Valley View Park (5200 36th Avenue South) is located approximately under 0.15 miles north of the subject property. This park provides basketball court, grill, pickleball court, picnic table, playground, ages 5-12, recreational trails, and a shelter

Pedestrian / Bicycle: Shared use paths are adjacent to the south and west sides of the subject property. These paths are a component of the metro area trail system.

MATBUS Routes: The subject property is located along MATBUS Route 18. There are three stops located within a quarter-mile of the subject property along 40th Avenue South.

Note of Interest: This plat, Valley View 10th Addition, is a little over one-quarter mile away from Valley View 9th Addition, which is also on the November 28th, 2022 City Commission consent agenda. These plats are not related.

Staff Analysis:

MINOR SUBDIVISION: The subdivision plat divides an existing platted lot into two lots. Access will be from 51st Street South, 54th Street South, and 38th Avenue South. There will be no direct access from 40th Avenue South.

Subdivision

The LDC stipulates that the following criteria are met before a minor plat can be approved:

- 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.

The LC, Limited Commercial, zoning is consistent with the land use designation of “commercial or medium/high density residential.” 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, Planning staff has received no comments or inquiries. The project has been reviewed by the city’s Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. Section 20-0907.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.

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is 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)**

Note on contingent approval: The suggested motion below states that approval is contingent on final technical review of the plat, including the City Engineer’s signature. This contingency is proposed as City staff needed additional time to review recent revisions to the plat. The contingent motion below allows the City Commission to approve the plat at this time. Once the final technical review is complete and the City Engineer has signed the plat, the City can then proceed with recording the plat, if approval is received as referenced below. Please note that all future permits, such as building permits, are on hold until the plat can be recorded.

Staff Recommendation:

Suggested Motion: “To accept the findings and recommendations of the Planning Commission and staff and move to approve the proposed plat of **Valley View 9th Addition, contingent on final technical review of the plat, including the City Engineer’s signature**, on the basis that it satisfactorily complies with the 2003 Southwest Future Land Use Plan, Standards of Article 20-06, and Section 20-0907.B. and C of the LDC and all other applicable requirements of the LDC.”

Planning Commission Recommendation: August 2nd, 2022

At the August 2nd, 2022 Planning Commission hearing, that Commission, by a vote of 6-0 with three Commissioners absent and two Commission seats vacant, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of **Valley View 9th Addition** on the basis that it satisfactorily complies with the 2003 Southwest Future Land Use Plan, Standards of Article 20-06, and Section 20-0907.B. and C of the LDC and all other applicable requirements of the LDC.

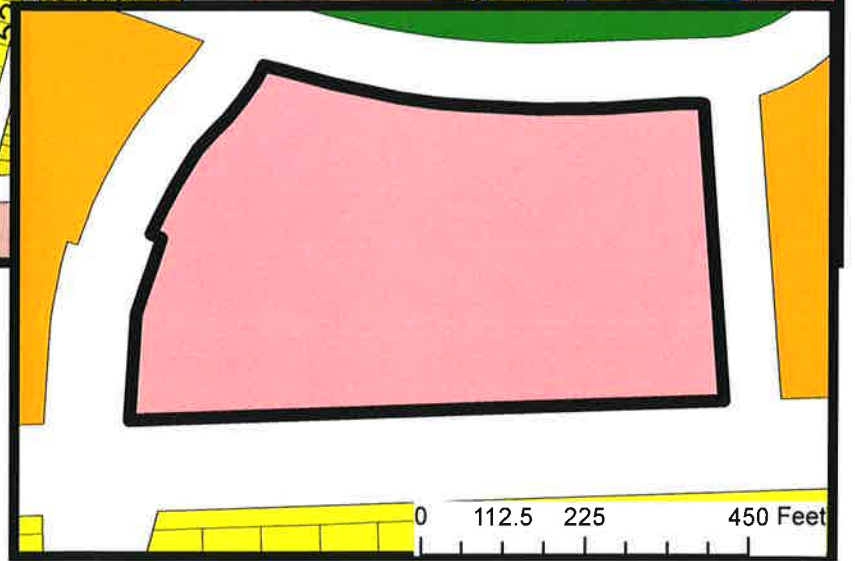
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Plat (minor)

Valley View 9th Addition

3900 54 St S



Legend



Fargo Planning Commission
August 2, 2022

Plat (minor)

Valley View 9th Addition

3900 54 St S



A MINOR SUBDIVISION PLAT OF
VALLEY VIEW NINTH ADDITION
A REPLAT OF LOT 1, BLOCK 7, VALLEY VIEW ADDITION, TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

OWNERS CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, THAT **ARBOR COURTS TOWNHOMES, LLC** IS THE OWNER OF THAT PART OF THE SOUTH HALF OF SECTION 28, TOWNSHIP 135 NORTH, RANGE 49 WEST OF THE 5TH PRINCIPAL MERIDIAN, THE CITY OF FARGO, COUNTY OF CASS, STATE OF NORTH DAKOTA AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 1, BLOCK 7, VALLEY VIEW ADDITION, TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA.

SAID OWNER HAS CAUSED THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAT TO BE SURVEYED AND PLATTED AS SHOWN ON THIS PLAT, AND HAS CAUSED THE SAME TO BE RECORDED IN THE PUBLIC RECORDS OF THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA, FOR PUBLIC USE, ALL STREET RIGHTS, UTILITY EASEMENTS AND NEGATIVE ACCESS EASEMENTS SHOWN ON SAID PLAT, SAID TRACT OF LAND, CONSISTS OF 2 LOTS AND 1 BLOCK, AND CONTAINS 7.37 ACRES, MORE OR LESS TOGETHER WITH EASEMENTS AND RIGHT OF WAYS OF RECORD.

BY: Brian Koudinsky
BRIAN KOUDINSKY, PRESIDENT
ARBOR COURTS TOWNHOMES, LLC

STATE OF NORTH DAKOTA COUNTY OF CASS

ON THIS 9 DAY OF November, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED **BRIAN KOUDINSKY**, TO ME KNOWN TO BE THE PERSON DESCRIBED IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA
MY COMMISSION EXPIRES: 11/15/25

SURVEYORS CERTIFICATE

I, **COLE A. NESSET**, REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF NORTH DAKOTA, DO HEREBY CERTIFY THAT I HAVE PERSONALLY CONDUCTED A SURVEY OF THE ABOVE DESCRIBED TRACT OF LAND SHOWN ON THIS PLAT IS A CORRECT REPRESENTATION OF SAID SURVEY, THAT ALL DISTANCES ARE SHOWN CORRECTLY ON SAID PLAT IN FEET AND HUNDRETHS OF A FOOT; THAT ALL MONUMENTS ARE OR WILL BE INSTALLED CORRECTLY IN THE GROUND AS SHOWN; AND THAT THE EXTERIOR BOUNDARY LINES ARE CORRECTLY DESIGNATED, DATED THIS 9 DAY OF November, 2022.

BY: Cole A. Nasset
COLE A. NESSET
REGISTERED LAND SURVEYOR
ND REG. NO. 7513

STATE OF NORTH DAKOTA COUNTY OF CASS

ON THIS 09 DAY OF November, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED **COLE A. NESSET** TO ME KNOWN TO BE THE PERSON DESCRIBED IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA
MY COMMISSION EXPIRES: 11/15/25

CITY ENGINEER'S APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2022.

BY: Brenda E. Derrig, P.E.
BRENDA E. DERRIG, P.E.
CITY ENGINEER

STATE OF NORTH DAKOTA COUNTY OF CASS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED **BRENDA E. DERRIG, P.E.** TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA
MY COMMISSION EXPIRES: _____

CITY COMMISSION APPROVAL
THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2022.

BY: Stew Sprague
STEW SPRAGUE
CITY AUDITOR

STATE OF NORTH DAKOTA COUNTY OF CASS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED **TIMOTHY J. MAHONEY & STEV SPRAGUE**, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA
MY COMMISSION EXPIRES: _____

CITY PLANNING COMMISSION APPROVAL

THIS PLAT IN THE CITY OF FARGO IS HEREBY APPROVED THIS _____ DAY OF _____, 2022.

BY: Ricky Schneider
RICKY SCHNEIDER
CHAIRMAN PLANNING COMMISSION

STATE OF NORTH DAKOTA COUNTY OF CASS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED **RICKY SCHNEIDER**, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA
MY COMMISSION EXPIRES: _____

MORTGAGE HOLDER

MORTGAGE HOLDER: **FIRST WESTERN BANK & TRUST**

BY: Emily Larby
EMILY LARBY
BUSINESS BANKING OFFICER

STATE OF NORTH DAKOTA COUNTY OF CASS

ON THIS _____ DAY OF _____, 2022, BEFORE ME, A NOTARY PUBLIC WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED **EMILY LARBY**, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT HE EXECUTED SAME AS THEIR FREE ACT AND DEED.

NOTARY PUBLIC, COUNTY: CASS STATE: NORTH DAKOTA
MY COMMISSION EXPIRES: _____

SHEET 1 OF 2



LOWRY ENGINEERING
1000 S STATE S - SUITE A
FARGO, NORTH DAKOTA 58103

**A MINOR SUBDIVISION PLAT OF
VALLEY VIEW NINTH ADDITION
A REPLAT OF LOT 1, BLOCK 7, VALLEY VIEW ADDITION
TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA**

CURVE TABLE

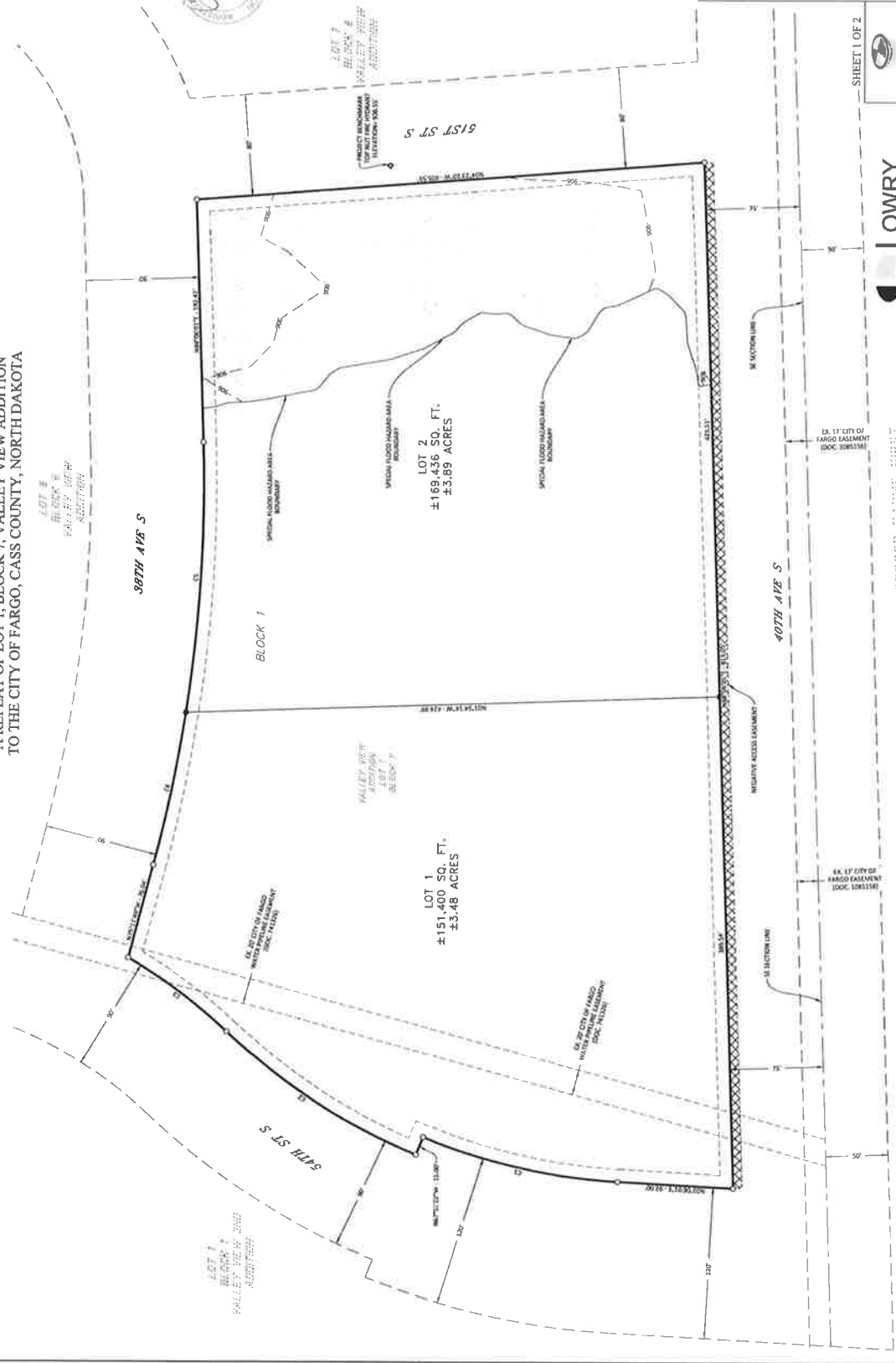
CURVE #	LENGTH	BEGIN	END	CHORD BEARING
C1	133.54'	S89°00'00"W	S89°00'00"E	S89°00'00"W
C2	186.87'	S89°00'00"W	S89°00'00"E	S89°00'00"W
C3	97.07'	S89°00'00"W	S89°00'00"E	S89°00'00"W
C4	214.07'	S89°00'00"W	S89°00'00"E	S89°00'00"W
C5	214.07'	S89°00'00"W	S89°00'00"E	S89°00'00"W



- LEGEND**
- MONUMENT SET
 - MONUMENT FOUND
 - PROPERTY BOUNDARY LINE
 - PROPERTY BOUNDARY LINE WITH ADJACENT PROPERTY LINE
 - SPECIAL FLOOD HAZARD AREA
 - NEGATIVE ACCESS CORNER

SURVEY INFORMATION
 BASED ON BEARING, CITY OF FARGO GRID AND COORDINATE SYSTEM, DECEMBER 1992

- NOTES**
1. BASE FLOOD ELEVATION FOR ZONE AE IN ANNUAL FLOOD CHANNEL IS 565.00 IN NAVD 83 DATUM.
 2. VALLEY VIEW NINTH ADDITION, ON THE EAST SIDE OF VALLEY VIEW WITH ADDITION, IS AN EASEMENT DEDICATED AS PART OF THE RIGHT-OF-WAY EASEMENT WHICH IS A PUBLIC WAY FROM THE LOT 20 ADJACENT TO EACH SIDE OF THE VALLEY VIEW WITH ADDITION. IT IS NOT A STRIP OF LAND OR ANY CERTAIN WIDTH, BUT IS A CONTIGUOUS WITH THE BOUNDARY OF THE ADJACENT LOT.
 3. PROJECT MONUMENTS THE TBM #207 AT A FIRE HYDRANT LOCATED ON EAST SIDE OF LOT 2, BLOCK 1 OF VALLEY VIEW WITH ADDITION, THE ELEVATION OF SAID TBM IS 565.00.



SHEET 1 OF 2
 LAND SURVEYS

LOWRY
 ENGINEERING
 508 1ST ST
 FARGO, NORTH DAKOTA 58103

0161000 FARGO 11/11/21
 ADDITION

LOT 1
 ±151,400 SQ. FT.
 ±3.48 ACRES

LOT 1
 ±151,400 SQ. FT.
 ±3.48 ACRES

LOT 2
 ±169,436 SQ. FT.
 ±3.89 ACRES

186

City of Fargo Staff Report			
Title:	Valley View 10th Addition	Date:	10/26/2022
		Update:	11/23/2022
Location:	3680 Veterans Boulevard	Staff Contact:	Donald Kress, current planning coordinator
Legal Description:	Lot 5, Block 1, Valley View Eighth Addition		
Owner(s)/Applicant:	EPIC Holdings II, LLC / Brian Reinarts	Engineer:	KPH, Inc.
Entitlements Requested:	Minor Subdivision (replat of Lot 5, Block 1, Valley View Eighth Addition)		
Status:	City Commission Public Hearing: November 28 th , 2022		
Existing		Proposed	
Land Use: Vacant		Land Use: Commercial/ Residential Mixed Use	
Zoning: GC, General Commercial, with conditional overlay Ordinance No. 5030 and three conditional use permits, described below.		Zoning: No change proposed	
Uses Allowed: GC Allows colleges, community service, daycare centers of unlimited size, detention facilities , health care facilities, parks and open areas, religious institutions, safety services, adult entertainment centers , basic utilities, offices, off-premise advertising , commercial parking, outdoor recreation and entertainment , retail sales and service, self-storage , vehicle repair , limited vehicle service, and certain telecommunication facilities. Conditional Overlay No. 5030 prohibits certain land uses, as noted above, as well as the conditional uses of industrial service, manufacturing and production; warehouse and freight movement, wholesale sales, major entertainment event, and aviation/surface transportation. Three conditional use permits (CUP's) apply to the property--see "Zoning, Conditional Overlay, and Conditional Use Permits" below.		Uses Allowed: No change proposed. Existing conditional overlay and all three CUP's will carry through to this subdivision—see "Zoning, Conditional Overlay, and Conditional Use Permits" below.	
Maximum Density Allowed: Conditional Use Permit 2016-005 allows a residential density of 24 dwelling units per acre Maximum Lot Coverage Allowed: 85%		Maximum Density Allowed: No change Maximum Lot Coverage Allowed: No change	
Proposal:			
The applicant request one entitlement: 1. A minor subdivision , to be known as Valley View 10 th Addition, a replat of Lot 5, Block 1, Valley View Eighth Addition			
The subject property is located at 3680 Veterans Boulevard and encompasses approximately 3.74 acres.			

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.

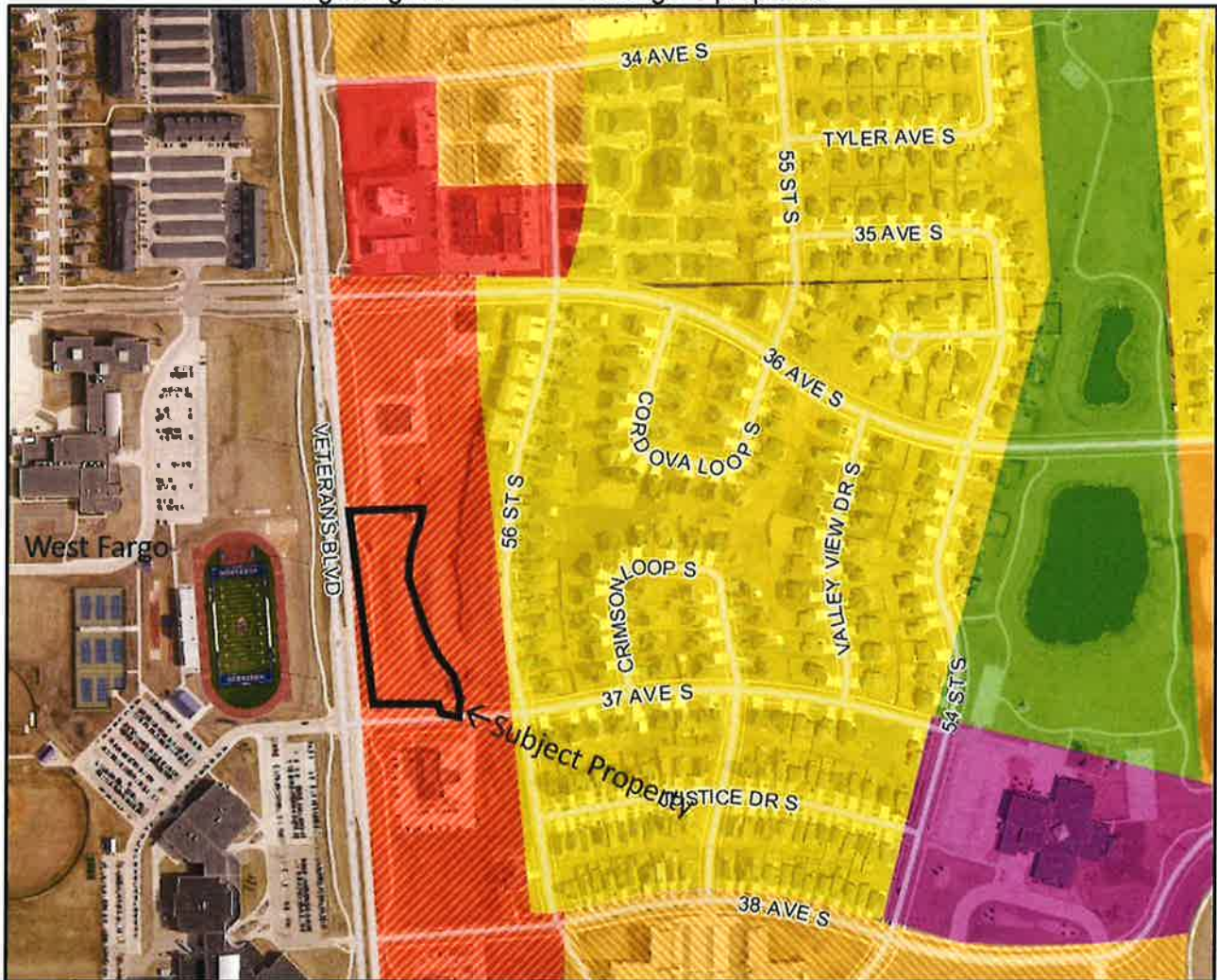
Surrounding Zoning Districts and Land Uses:

- North: GC: General Commercial; undeveloped and commercial and mixed use development;
- East: SR-5: Single Dwelling Residential;
- South: GC: commercial development;
- West: City of West Fargo; Sheyenne High School and Liberty Middle School.

NOTE: The GC-zoned properties to the north and south are include in the same conditional overlay, ordinance no. 5030, as the subject property. The GC-zoned properties to the north are included in the same three conditional use permits as the subject property.

Area Plans:

The subject property is located within the 2003 Southwest Future Land Use Plan as amended by the 2013 Valley View Addition Growth Plan Amendment. This plan designates the subject property as "commercial or medium/high density residential." This land use designation includes the current GC, General Commercial zoning designation. No zone change is proposed.



2003 Southwest Future Land Use	
City Limits	Either Office or Commercial
Commercial	Low/Medium Density Residential
Commercial or Medium/High Density	Low/Medium Density or Medium/High Density
	Medium/High Density Residential
	Office
	Office or Commercial or Medium/High Density
	Park/Open Space
	Public

<p>Context</p> <p>Neighborhood: Brandt Crossing</p> <p>Schools: The subject property is located within the West Fargo School District and is served by Independence Elementary, Liberty Middle, and Sheyenne High schools</p> <p>Parks: Valley View Park (5200 36th Avenue South) is located approximately under 0.31 miles east of the subject property. This park provides basketball court, grill, pickleball court, picnic table, playground, ages 5-12, recreational trails, and a shelter</p> <p>Pedestrian / Bicycle: Eight-foot wide shared use paths are adjacent to the south and west sides of the subject property. These paths are a component of the metro area trail system.</p> <p>MATBUS Routes: The subject property is not located along a MATBUS route. The closest MATBUS stop is located approximately 0.25 mile to the south at 40th Avenue South and Veterans Boulevard (Route 18).</p> <p>Staff Analysis:</p> <p><u>MINOR SUBDIVISION</u> The subdivision plat divides an existing platted lot into two lots. Access to Lot 1 is from Veterans Boulevard by way of a shared access agreement with the lot to the north. Access to Lot 2 will be from 37th Avenue South. Lot 2 will have no direct access to Veterans Boulevard.</p> <p>The plat depicts a 20-foot wide utility easement on Lot 2. This provides a sewer connection from 37th Avenue South to Lot 1.</p> <p><u>ZONING, CONDITIONAL OVERLAY, EXISTING CONDITIONAL USE PERMITS</u> The subject property is zoned GC, General Commercial with a conditional overlay (C-O). No zone change is proposed.</p> <p>The conditional overlay (C-O) is ordinance no. 5030, approved April 11th, 2016. The C-O provides design guidelines for the site and for future buildings and limits or prohibits certain land uses. All the provisions of this C-O will carry through to Valley View 10th Addition.</p> <p>There are three conditional use permits (CUP's) that cover this property:</p> <ul style="list-style-type: none"> • CUP 2016-005, approved March 1st, 2016, allows household living in the GC, General Commercial zone. This CUP enables commercial/residential mixed use development. • CUP 2018-004, approved January 4th, 2018, provides alternative parking ratios for retail, fast food, restaurant, and household living land uses. • CUP 2021-011, approved September 9th, 2021, allows a shared parking arrangement between several lots in this subdivision. <p>All the provisions of all three of these CUP's will carry through to Valley View 10th Addition. Staff determined that it was not necessary for the applicant to renew or update these CUP's.</p> <p>Subdivision The LDC stipulates that the following criteria are met before a minor plat can be approved: 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</p>
--

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.

The subject property is zoned GC, General Commercial with a C-O, conditional overlay. CUP 2016-005 allows household living in the GC zone. These land uses are consistent with the 2003 Southwest Future Land Use Plan designation of "Commercial or Medium/High Density Residential." 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, Planning staff has received no comments or inquiries. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

2. Section 20-0907.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.

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is 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 move to approve the proposed plat of **Valley View 10th Addition**, as outlined in the staff report, on the basis that it satisfactorily complies with the 2003 Southwest Future Land Use Plan, Standards of Article 20-06, and Section 20-0907.B. and C of the LDC and all other applicable requirements of the LDC."

Planning Commission Recommendation: November 1st, 2022

At the November 1st, 2022 Planning Commission hearing, that Commission, by a vote of 7-0 with two Commissioners absent and two Commission seats vacant, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of **Valley View 10th Addition**, as outlined in the staff report, on the basis that it satisfactorily complies with the 2003 Southwest Future Land Use Plan, Standards of Article 20-06, and Section 20-0907.B. and C of the LDC and all other applicable requirements of the LDC.

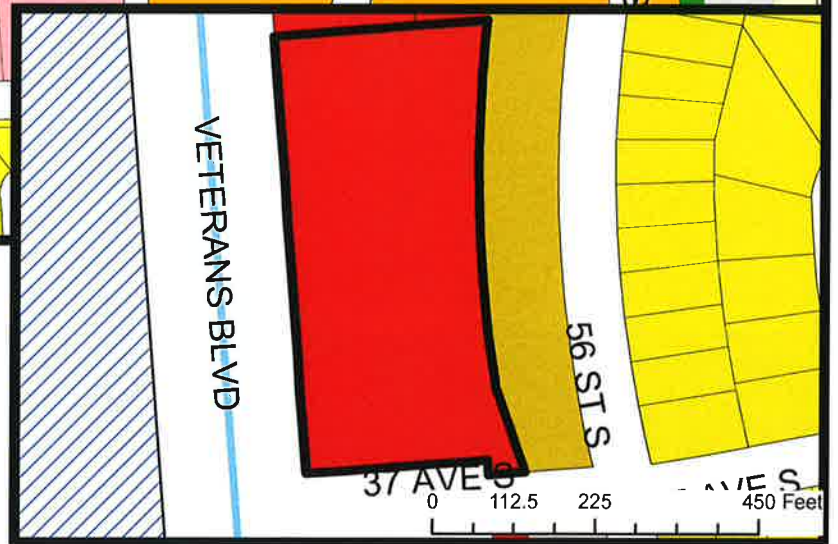
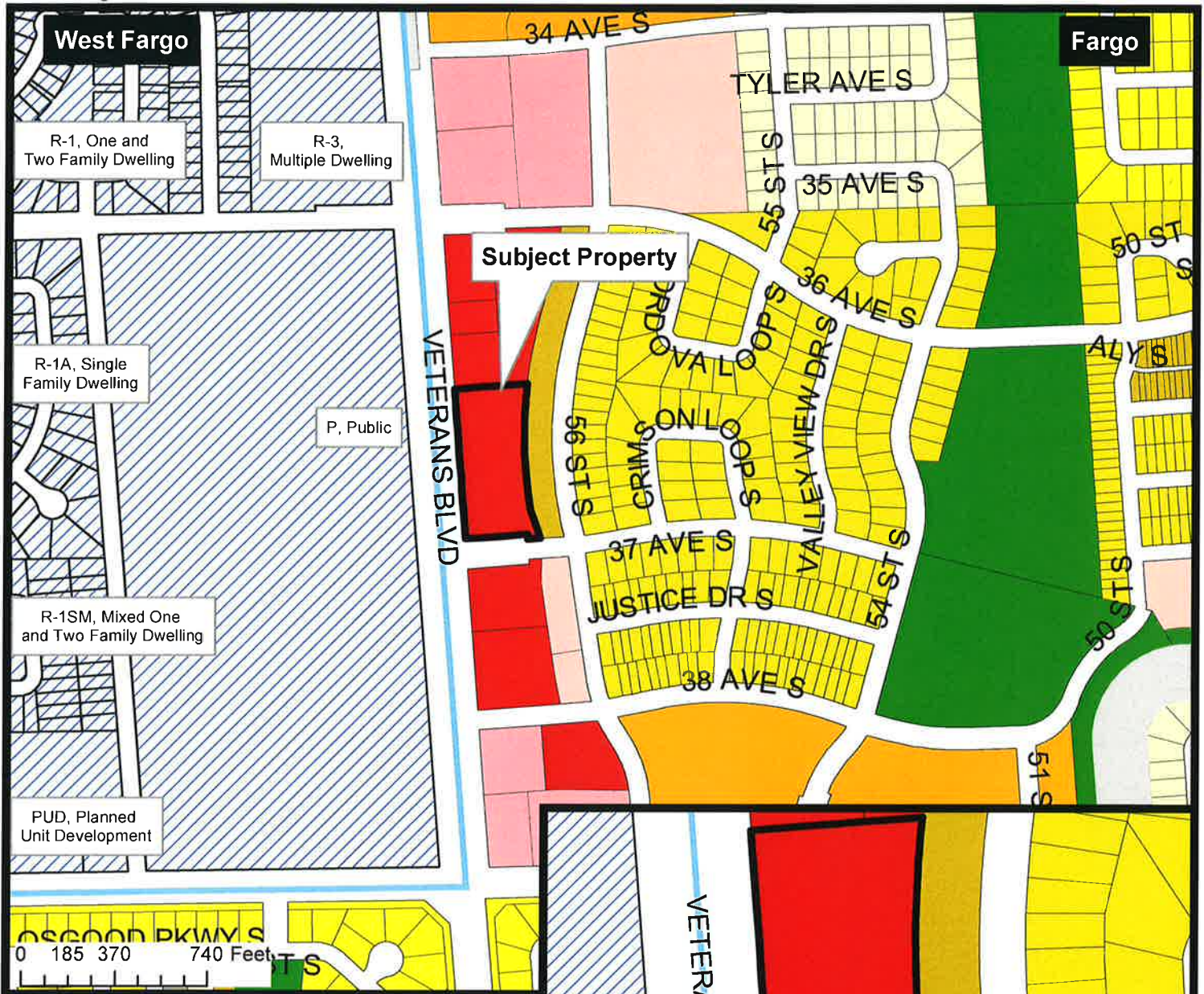
Attachments:

1. Zoning Map
2. Location Map
3. Preliminary Plat

Plat (minor)

Valley View Tenth Addition

3680 Veterans Boulevard



Legend

- | | | | |
|------|------|-----|-------------|
| AG | LC | MHP | SR-1 |
| DDMU | MC | NC | SR-2 |
| GGC | MR-1 | NO | SR-3 |
| GO | MR-2 | UMU | SR-4 |
| | MR-3 | | SR-5 |
| | | | SR-6 |
| | | | SR-7 |
| | | | SR-8 |
| | | | SR-9 |
| | | | SR-10 |
| | | | City Limits |
- West Fargo

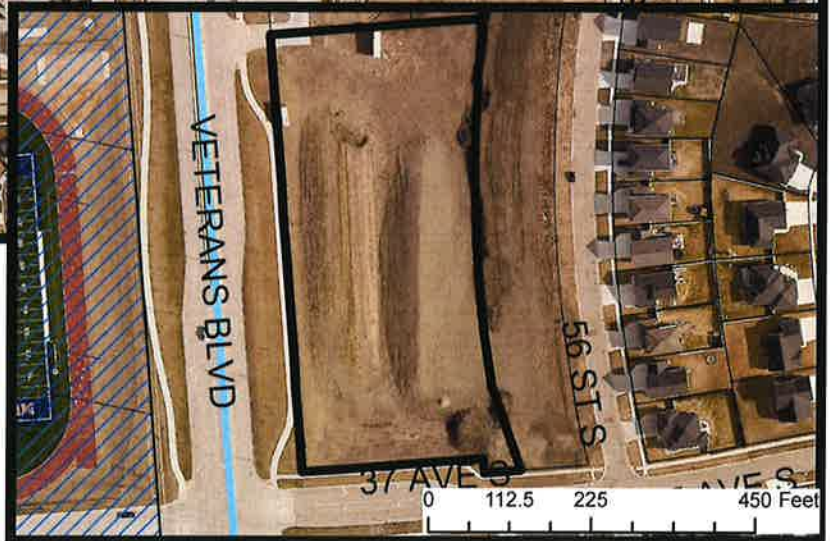
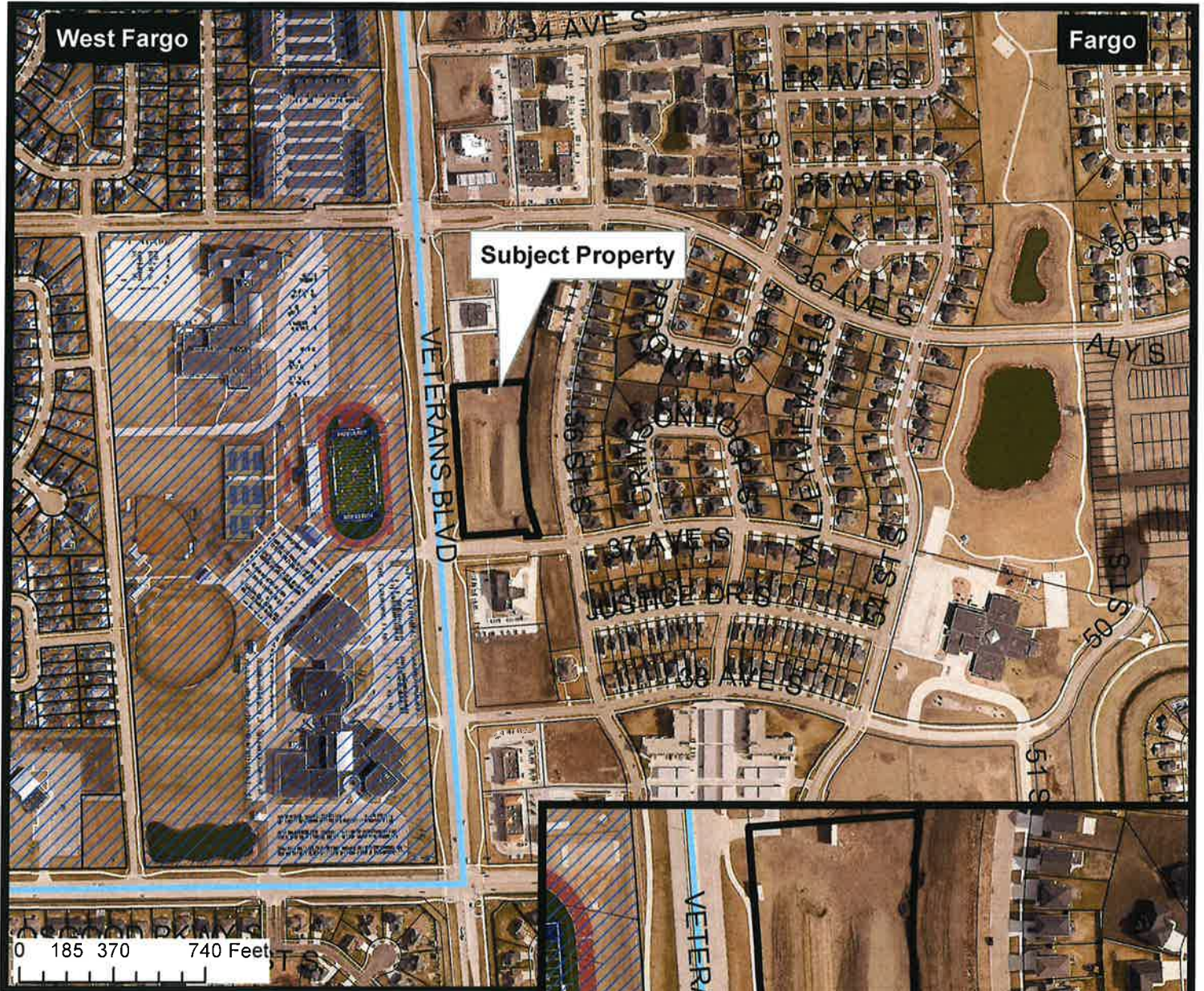


Fargo Planning Commission
November 1, 2022

Plat (minor)

Valley View Tenth Addition

3680 Veterans Boulevard



Legend

- West Fargo
- City Limits

VALLEY VIEW TENTH ADDITION

A REPLAT OF LOT 5, BLOCK 1 OF VALLEY VIEW EIGHTH ADDITION TO THE CITY OF FARGO, CASS COUNTY, NORTH DAKOTA (A MINOR SUBDIVISION)

OWNER'S CERTIFICATE:

WHEREAS the undersigned, EPC Holdings II LLC, a North Dakota limited liability company, being the owner of Lot 5, Block 1 of Valley View Eighth Addition to the City of Fargo, Cass County, North Dakota, being more particularly described as follows:

A replat of Lot 5, Block 1 of Valley View Eighth Addition to the City of Fargo, according to the recorded plat thereof on file and of record in the Office of the County Recorder, Cass County, North Dakota, Containing 3.794 acres, more or less and is subject to Easements, Reservations, Restrictions and Rights-of-Way of record.

Said owner of the above described property, have caused the same to be surveyed and plotted as "VALLEY VIEW TENTH ADDITION" to the City of Fargo, Cass County, North Dakota and here hereby dedicate to the public use the utility easement as shown on this plat.

OWNER:

EPC Holdings II LLC
1000 14th Avenue South
Fargo, ND 58104
State of North Dakota } 3as
County of Cass } 3as

MORTGAGE HOLDER:

Capital Credit Union
1000 14th Avenue South
Fargo, ND 58104
State of North Dakota } 3as
County of Cass } 3as

On this 17th day of November 2022, before me personally appeared Joshua J. Nelson, known to me to be the legal owner of the above described property, who, by me to be the instrument and acknowledged to me that he executed the same on behalf of said company.

Nary Public: Justin Stiles
State of North Dakota } 3as
County of Cass } 3as

On this 17th day of November 2022, before me personally appeared Joshua J. Nelson, known to me to be the legal owner of the above described property, who, by me to be the instrument and acknowledged to me that he executed the same on behalf of said company.

Nary Public: Justin Stiles
State of North Dakota } 3as
County of Cass } 3as

SURVEYOR'S CERTIFICATE AND ACKNOWLEDGEMENT

I, Joshua J. Nelson, P.L.S., Professional Land Surveyor, Registration No. LS-27792, State of North Dakota, } SS
County of Cass } SS

On this 17th day of November 2022, I appeared before me, Justin Stiles, known to me to be the person whose name is subscribed to the above certificate and did acknowledge to me that he executed the same on the day and year first set out and aforesaid.

Nary Public: Justin Stiles
State of North Dakota } SS
County of Cass } SS



SCALE IN FEET
ORIENTATION OF BEARING IS
TO THE FARGO GROUND
COORDINATE SYSTEM

KPHLING
SURVEY
9530 39TH ST. S.
FARGO, ND 58104
701-499-7979

LEGEND
1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.

LINE TABLE
DISTANCE BEARING
1) 20.00 N0475717W

NOTES
1. GROUND DISTANCES ARE SHOWN AND ARE IN TERMS OF U.S. SURVEY FEET.

FARGO CITY COMMISSION APPROVAL
Approved by the Board of Commissioners and ordered filed this ___ day of ___ 20__.

Tracy J. Mahoney
Mayor

Attest: Sarah Spyranski, City Auditor
State of North Dakota } SS
County of Cass } SS

On this ___ day of ___ 20__ before me, a notary public in and for said county, the person subscribed to and who executed the same is a free act and deed.

Nary Public: _____

CITY OF FARGO ENGINEERING DEPARTMENT APPROVAL
Approved by the City Engineer this ___ day of ___ 20__.

Brenda E. Dering, P.E.
City Engineer

State of North Dakota } SS
County of Cass } SS

On this ___ day of ___ 20__ before me, a notary public in and for said county, the person subscribed to and who executed the same is a free act and deed.

Nary Public: _____

CITY OF FARGO PLANNING COMMISSION APPROVAL
Approved by the City of Fargo Planning Commission this ___ day of ___ 20__.

Rocky Schneider
Planning Commission Chair

State of North Dakota } SS
County of Cass } SS

On this ___ day of ___ 20__ before me, a notary public in and for said county, personally appeared Rocky Schneider, Planning Commission Chair, known to me to be the person subscribed to and who executed the same as a free act and deed.

Nary Public: _____

180

City of Fargo Staff Report			
Title:	Calico Prairie 3 rd Addition	Date:	10/27/2022
		Update:	11/23/2022
Location:	4404 26 th Ave South and 4441 Calico Drive South	Staff Contact:	Brad Garcia, Planner
Legal Description:	All of lots 1 & 2, Block 1, Calico Prairie 2 nd Addition, to the City of Fargo, Cass County, North Dakota		
Owner(s)/Applicant:	Western North Dakota Development LLC / Nate Vollmuth	Engineer:	Bolton & Menk
Entitlements Requested:	Minor Subdivision (All of lots 1 & 2, Block 1, Calico Prairie 2 nd Addition, to the City of Fargo, Cass County, North Dakota)		
Status:	City Commission Public Hearing: November 28 th , 2022		

Existing	Proposed
Land Use: Undeveloped	Land Use: Commercial
Zoning: LC, Limited Commercial	Zoning: No change proposed
Uses Allowed: Colleges, community service, daycare centers of unlimited size, health care facilities, parks and open space, religious institutions, safety services, basic utilities, offices, off premise advertising signs, commercial parking, retail sales and service, self-service storage, vehicle repair, limited vehicle service	Uses Allowed: No change proposed
Maximum Lot Coverage Allowed: 55%	Maximum Lot Coverage Allowed: No change proposed

Proposal:

The applicant is seeking approval of a minor subdivision to accommodate future business development of the subject property. Currently the property does not have any development. 4441 Calico Drive S is currently being used as a retention pond for storm runoff from properties located within the Calico Prairie 2nd Addition. This will be re-platted to and incorporated into lot 2 of the proposed development. The proposed minor subdivision, entitled **Calico Prairie 3rd Addition**, would replat the subject properties into two lots. Both lots of the proposed plat are intended for commercial development. The proposed plat contains approximately 2.36 acres.

A private shared access easement area exists on the west side to allow access to properties on the west side of the subject property. Additionally a stormwater retention area, located on lot 2 within the proposed plat, provides stormwater retention to all properties located within Calico Prairie 2nd Addition.

Surrounding Land Uses and Zoning Districts:

- North: GC; General Commercial with a Planned Unit Overlay (PUD), allowing residential as an allowed use.
- East: MR-2, Multi-Family Residential
- South: MR-3, Multi-Family Residential
- West: LC; Retail Sales and Service

All or portions of the Residential Protection Standards, section 20-0704 of the Land Development Code, will be applicable to both properties as proposed due to the proximity of residentially-zoned properties to the east and south.

Area Plans:

The subject property is located within an area identified as the Southwest Area Plan as contained within the Growth Plan for the Urban Fringe and Extraterritorial Area of the City of Fargo. In January of 2003, this plan was amended to illustrate commercial land-uses along the east side of 45th Street South (Figure 1).

In accordance to the 2001 Growth Plan, as amended in 2003, the subject property is identified as being suitable for Commercial land-uses. No change from the LC zoning is proposed.

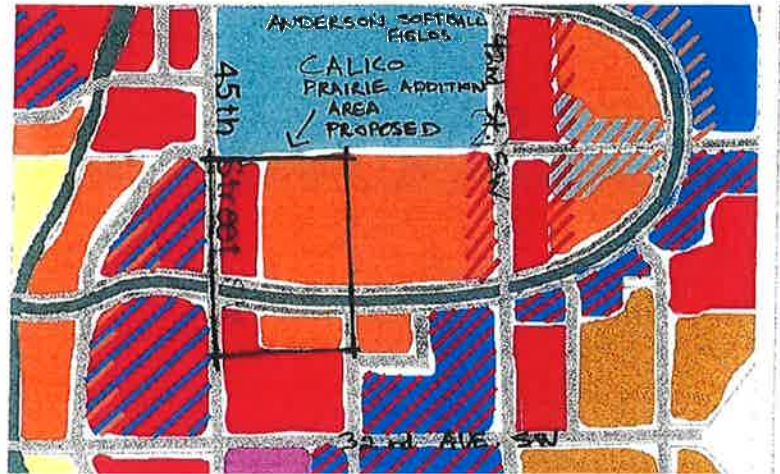


Figure 1. 2003 Area Plan Amendment

Context:

Neighborhood: The subject properties are located in the Anderson Park neighborhood.

Schools: The subject properties are located within the West Fargo School District and are served by Freedom Elementary, Liberty Middle School and Sheyenne High schools.

Parks: The subject properties are located within half a mile of Anderson Park (4200 23rd Avenue South), which offer amenities such as baseball and softball fields (Tharaldson Baseball Complex), concessions, picnic tables, young child playground, restrooms and a shelter.

Pedestrian / Bicycle: Shared Use Paths exist along the east side of 45th Avenue South and on the north side of 30th Avenue South and are part of the Metro Bikeways System.

Transit: Two public transportation bus routes service the subject properties within a half mile distance. Route 24 serves the area going westbound along 23rd Ave S providing service to West Acres, Sanford Medical Center, Cashwise Foods, Bluestem Dr, Costco, 19th Ave & Burlington Dr. Route 14 serves the area north and south along 42nd St S, providing service to GTC, Prairie Psych / Island Park, Essentia / Sanford, Kmart, Family Fare, Essentia Hospital, Flying J, Rasmussen College, West Acres, YMCA, Love's, Hornbacher's, Courthouse

Staff Analysis:

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.

Minor Subdivision

The LDC stipulates that the following criteria are met before a minor plat can be approved:

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.

The current zoning is LC, Limited Commercial and no zoning change is proposed. 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, Planning staff has received and responded to one inquiry about future development in the subject properties. The inquiry had no objection to the proposed entitlements. The project has been reviewed by the city's Planning, Engineering, Public Works, Inspections, and Fire Departments. **(Criteria Satisfied)**

- 2. Section 20-0907.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.**

While this section of the LDC specifically addresses only major subdivision plats, staff believes it is 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 move to approve the proposed plat of **Calico Prairie 3rd Addition** on the basis that it satisfactorily complies with the adopted Area Plan, the Standards of Article 20-06, and Section 20-0907.B. and C of the LDC and all other applicable requirements of the Land Development Code."

Planning Commission Recommendation: November 1st, 2022

At the November 1st, 2022 Planning Commission hearing, that Commission, by a vote of 7-0 with two Commissioners absent and two Commission seats vacant, moved to accept the findings and recommendations of staff and recommended approval to the City Commission of the proposed plat of Calico Prairie 3rd Addition on the basis that it satisfactorily complies with the adopted Area Plan, the Standards of Article 20-06, and Section 20-0907.B. and C of the LDC and all other applicable requirements of the Land Development Code."

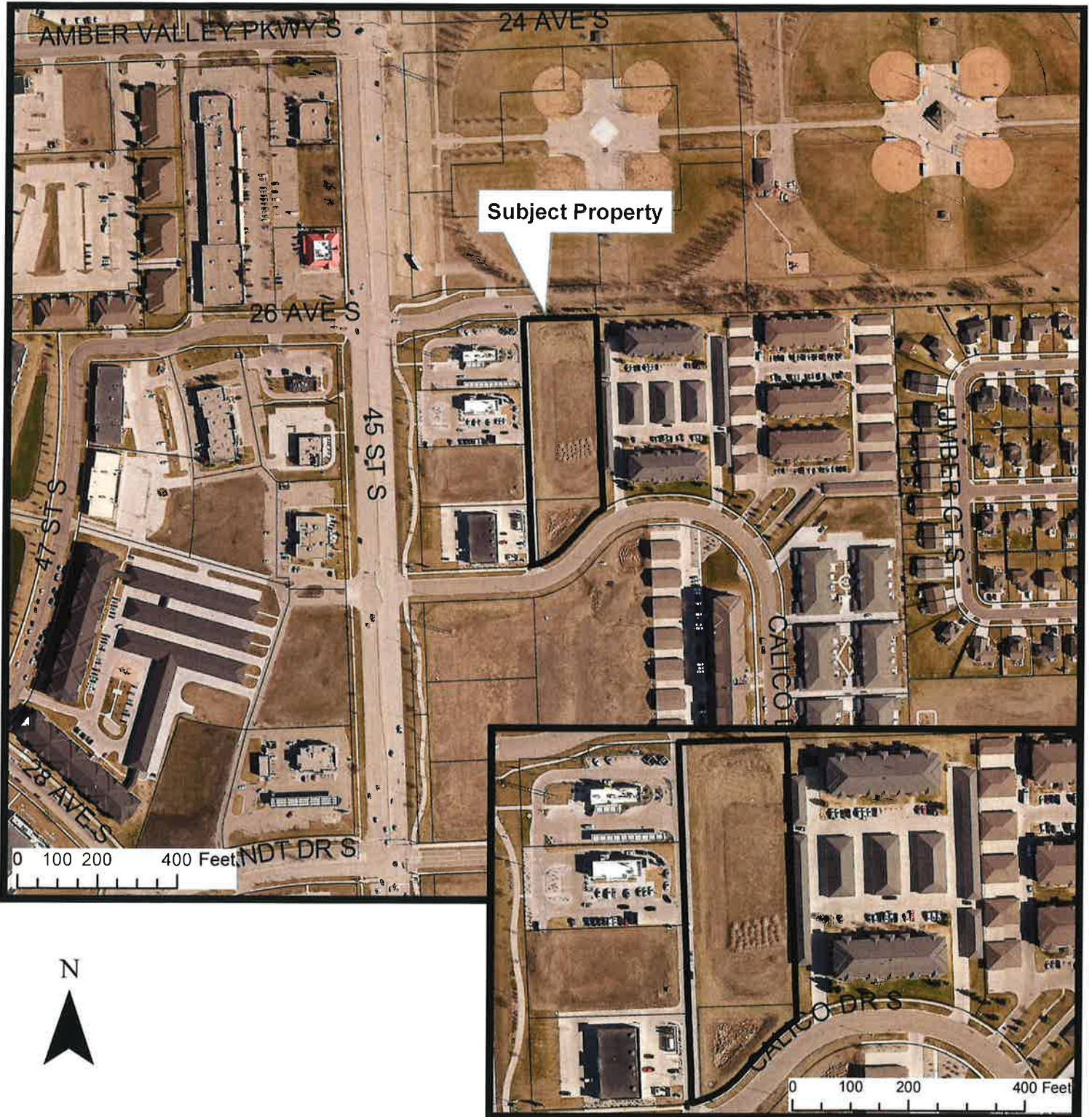
Attachments:

- 1. Location Map
- 2. Zoning Map
- 3. Preliminary Plat

Plat (minor)

Calico Prairie Third Addition

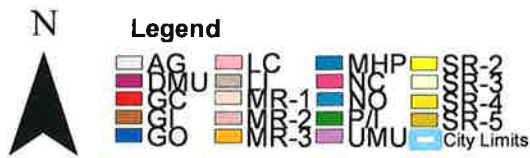
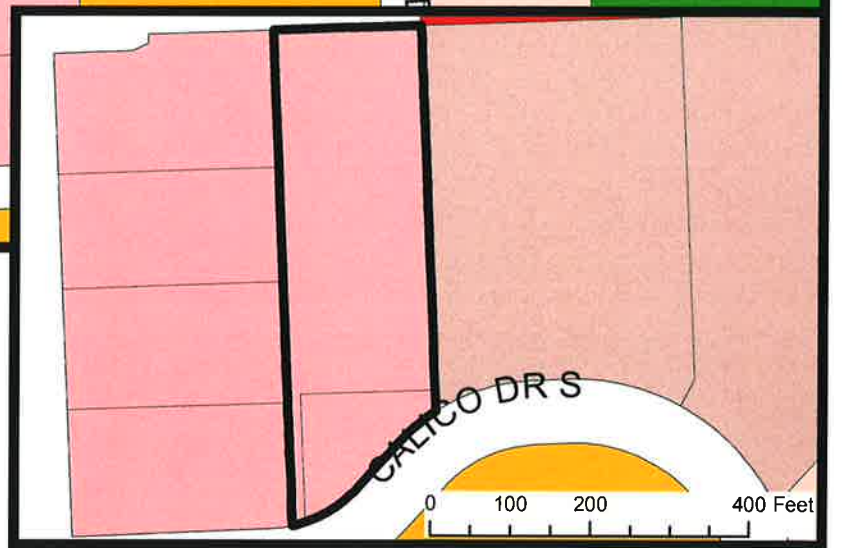
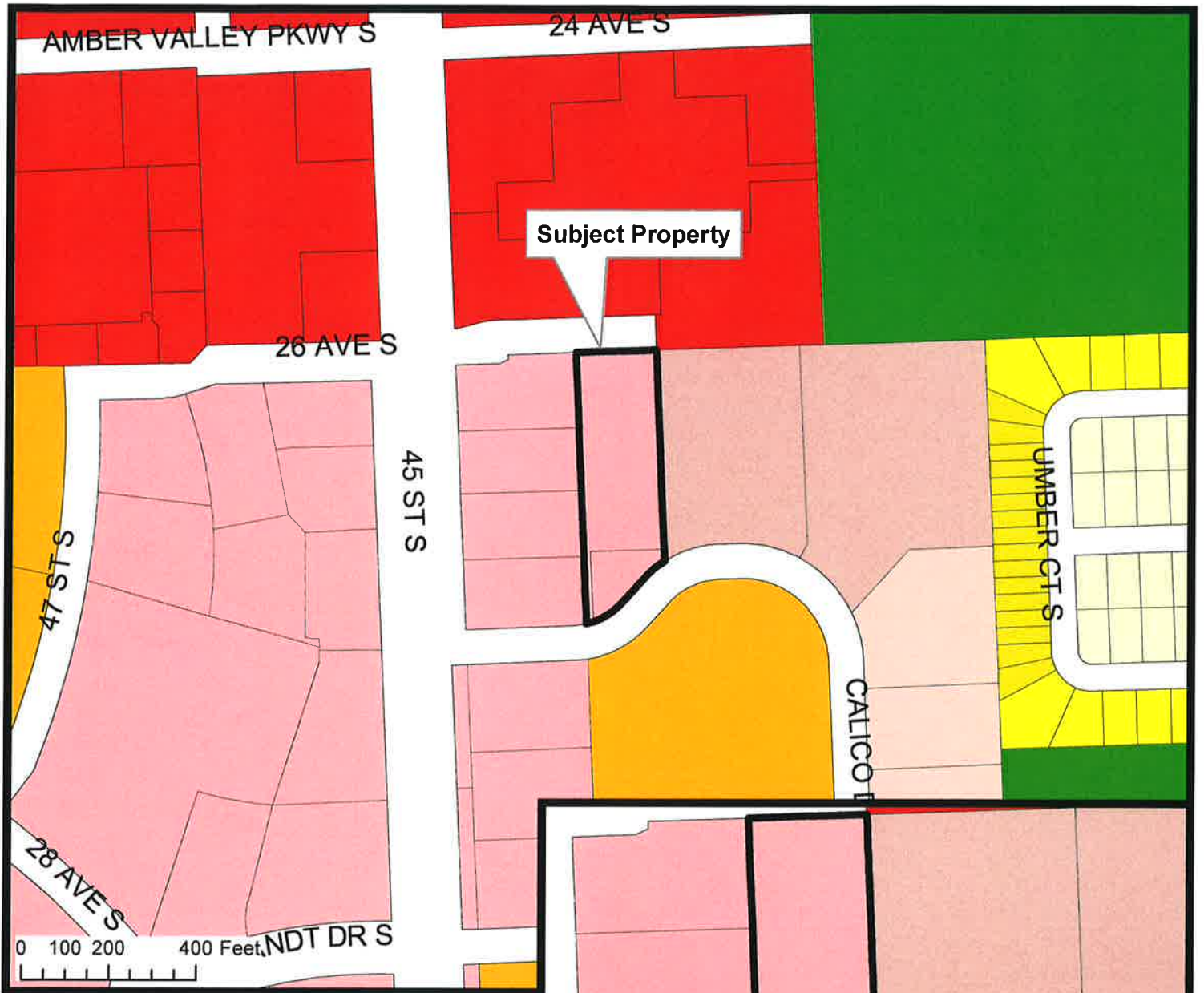
4404 26th Street South and 4441 Calico Drive South



Plat (minor)

Calico Prairie Third Addition

4404 26th Street South and 4441 Calico Drive South





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PUBLIC WORKS/OPERATIONS

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

November 22, 2022

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

RE: Street Department Fleet Expansion Purchase of One Motorgrader with Wing (RFP23009)

Commissioners:

On November 22, 2022, proposals were received for the fleet expansion purchase of one (1) Motorgrader with Wing.

The results were as follows:

<u>Vendor</u>	<u>Price</u>
RDO Equipment 672GP	\$369,600.00
Butler Machinery 140JOY	\$382,945.00

The review committee, consisting of Ben Dow, Tanner Smedshammer and Tom Ganje, determined that both proposals were compliant. RDO Equipment Co. met all required specifications and had the lowest proposed price. Funding for this unit is included in the 2023 Street Department Capital Budget. Our recommendation is to, purchase based on the proposal from RDO Equipment Company. A two year lease will be procured at the time the unit arrives at the City of Fargo.

SUGGESTED MOTION:

I/we hereby move, based on the request for proposal (RFP23009), to approve the fleet expansion purchase of one (1) Motorgrader and Wing from RDO Equipment Company (1) Premium Circle Package (1) Quick Service Group for \$382,750.00. A two year lease will be procured at the time the unit arrives at the City of Fargo.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



Request for Proposals (RFP23009)
2023 Expansion Motorgrader RFP Results

11/22/22

Street Department

Proposal Evaluation Summary

	RDO Equipment	Butler Machinery
Body Manf Model	John Deere 672GP	Caterpillar 140 Joy
Grader with Falls wing	\$369,600.00	\$382,945.00
Delivery	10 Months	12 Months
Total	\$369,600.00	\$382,945.00



20

PUBLIC WORKS/OPERATIONS

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

November 22, 2022

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

RE: Street Department Replacement Purchase of One Motorgrader with Wing (RFP23010)

Commissioners:

On November 22, 2022, proposals were received for the replacement purchase of one (1) Motorgrader with Wing.

The results were as follows:

<u>Vendor</u>	<u>Price</u>
RDO Equipment 672GP	\$335,600.00
Butler Machinery 140JOY	\$352,210.00

The review committee, consisting of Ben Dow, Tanner Smedhammer and Tom Ganje, determined that both proposals were compliant. RDO Equipment Co. met all required specifications and had the lowest proposed price. Funding for this unit is included in the 2023 Street Department Equipment Replacement Budget. Our recommendation is to, purchase based on the proposal from RDO Equipment Company.

SUGGESTED MOTION:

I/we hereby move, based on the request for proposal (RFP23010), to approve the replacement purchase of one (1) Motorgrader and Wing (1) Premium Circle Package (1) Quick Service Group from RDO Equipment Company for \$348,750.00.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



Request for Proposals (RFP23010)
2023 Replacment Motorgrader RFP Results
 11/22/22
 Street Department
Proposal Evaluation Summary

	RDO Equipment	Butler Machinery
Body Manf Model	John Deere 672GP	Caterpillar 140 Joy AWD
Grader with Falls wing	\$369,600.00	\$382,945.00
Trade in; Unit 597	\$45,000.00	\$42,300.00
Warrenty	\$11,000.00	\$11,565.00
Delivery	10 Months	12 Months
Total	\$335,600.00	\$352,210.00



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PUBLIC WORKS/OPERATIONS

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

November 22, 2022

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

RE: Street Department Replacement Purchase of One (1) Wheel Loader with Plow (RFP23011)

Commissioners:

On November 22, 2022, five proposals were received with three proposals meeting most of the specifications for the replacement purchase of the Wheel Loader with Plow.

The results were as follows:

<u>Vendor</u>	<u>Price</u>
RDO Equipment 644L	\$217,075.00
Titan Machinery 921G	\$210,292.00
Butler Machinery 962	\$373,630.00

The review committee, consisting of Ben Dow, Tanner Smedshammer and Tom Ganje, determined that RDO Equipment Co. proposals was the most compliant. Funding for this unit is included in the 2023 Street Department Equipment Replacement Budget. Our recommendation is to, purchase based on the proposal from RDO Equipment Company.

SUGGESTED MOTION:

I/we hereby move, based on the request for proposal (RFP23011), to approve the replacement purchase of one (1) Wheel Loader with Plow from RDO Equipment Company for \$217,075.00.

Respectfully Submitted,

Tom Ganje
Fleet Purchasing Manager



Request for Proposals (RFP23011)
Articulated Loader
 11/22/23
 Street Department
 Proposal Evaluation Summary

	RDO Equip	Butler Machinery	Butler Machinery	Titan Machinery	Titan Machinery
Manufacture Model	John Deere 644L	Caterpillar 962 Nxt. Gen	Caterpillar 950 Nxt. Gen	Case 821G	Case 921G
Unit \$	\$291,575.00	\$447,700.00	\$432,900.00	\$271,455.00	\$289,161.00
Trade in	\$ 77,000.00	\$ 76,350.00	\$ 76,350.00	\$ 86,315.00	\$ 86,315.00
Warranty	\$ 2,500.00	\$ 2,280.00	\$ 2,190.00	\$ 7,446.00	\$ 7,446.00
Total	\$217,075.00	\$373,630.00	\$358,740.00	\$192,586.00	\$210,292.00
Est. Delivery	June	Late Fall 2023	Late Fall 2023	June	June



22

PUBLIC WORKS/OPERATIONS

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

November 22, 2022

The Honorable Board of City Commissioners
City of Fargo
Fargo, ND 58102

RE: Street Snow Plowing Contract with Master Construction Company
(RFP22118)

Commissioners:

On Monday, September 19, 2022, Commission awarded the 2022/2023 Street Snow Plowing Request for Proposal to Master Construction.

All funding associated with the enclosed contract has been fully accounted for within the 2022/2023 Street Department Budget.

RECOMMENDED MOTION: I/we hereby move to approve and authorize the execution of the enclosed contract with Master Construction Company for the 2022/2023 snow season (RFP22118).

Respectfully submitted,

Ben Dow
Public Works Ops Director

Fargo/Moorhead

Snow Removal
Street Maintenance
Right of Way Maintenance

Sanitary & Storm
Sewer Maintenance
Street Name Sign Maintenance

Fleet Management
Meters Readings,
Installations & Maintenance

Urban Forestry
Water Service/Hydrants
& Watermain Maintenance

SERVICES AGREEMENT

STREET SNOW PLOWING

I. Agreement

This agreement is between the City of Fargo (City) and Master Construction Company, Inc. (Contractor) to provide street snow plowing services for the City. This agreement shall be an annual Agreement limited to the snow removal season commencing September 1, 2022, and ending May 30, 2023, inclusive. This Agreement may be renewed on an annual basis by written mutual consent of both the City and the Contractor. A mutually agreeable contract increase may be initiated in April of the renewing year.

II. Scope of Services

The purpose of this Agreement provides the City and Contractor with a mutually acceptable Agreement to provide planned and emergency snow removal operations on local city streets and rights-of-way within the City.

Contractor Area map attached to and made a part of this Agreement identifies the area that would become the Contractor responsibility for snow removal operations under the terms and conditions of this Agreement.

If at some point streets or cul-de-sac areas are added, the City will work with the Contractor on a mutually agreeable increase in service fees if the contract is renewed.

The City will require Contractor to perform curb to curb snow removal of streets and cul-de-sacs as shown within the Contractor Area map.

It is the intent of the City to retain the services of the Contractor for all snowfalls requiring complete plowing of snow from all City streets, cul-de-sacs and other right-of-ways. Under the current plan, these will typically be snowfalls of one inch or more of measureable snowfall. The 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. The City will have sole discretion to when and if plowing operations will be initiated.

The Contractor shall provide the 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. The 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.

The Contractor shall respond and begin snow removal operations within one (1) hour from the start time requested by the City for any given snow removal request.

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 of Contractor equipment, as well as Contractor license/driver operators' license status. City will make every attempt to provide no less than 24hr notification of when Contractors service shall be needed.

IV. Contractor's Compensation and Method of Payment

Pricing of \$350.00 an hourly rate for each motor grader. Contractor and City have agreed that the Contractor will use two motor graders in the completion of the Contractor Area.

The Contractor is guaranteed to be paid no less than \$40,000 for each snow season, provided the Contractor has performed in accordance with all the provisions of this contract throughout the entire snow season ("Minimum Compensation Amount").

The Minimum Compensation Amount per snow season for the contract will be \$40,000.

At the end of each snow season, after all Contractor invoices have been submitted, the sum of all money paid to the Contractor will be totaled. If the total dollar amount paid to the Contractor for that snow season equals less than the Minimum Compensation Amount, The City will pay the Contractor the difference between the amount paid during the snow season and the Minimum Compensation Amount. If the Contractor has already been paid the amount of the Minimum Compensation Amount or more for the snow season, it will not be entitled to any additional payment. If Contractor is called upon and does not respond they will not be eligible for the Seasonal Minimum Compensation Amount. Eligible yearly 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 the Contractor contract has been terminated prior to the end of the snow season, it will not be paid any Seasonal Minimum Compensation Amount.

V. Termination of the Agreement

This Agreement may be terminated for cause, including failure to perform in accordance with any section of this Agreement. In the event of a failure to perform, the City will provide written notice, which will be delivered by registered mail to the Contractor at the address referenced on the Proposal form.

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

The Contractor shall indemnify and hold harmless the City, its officers and employees, from all damages, claims, suits and actions of any description, for or resulting from injuries or damages received or sustained by any party or parties, arising out of any act, of said contractor, or his agents, in the execution of work under the contract.

Insurance shall be in such form as will protect the 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:

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.

The City of Fargo shall be named as an additional insured to the extent of the operations under this contract.

The certification of insurance shall be on file with the Public Works Department prior to any work being performed. Failure to maintain insurance during this contract period will result in contract forfeiture and will not be paid any Seasonal Minimum Compensation Amount.

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.

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.

All of said Contractor certificates of insurance shall be written by an insurance company authorized to do business in the State of North Dakota.

The 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.

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.

The Contractor shall ensure that they can communicate with their assigned staff members at all times during snow removal operations. The applicable supervisor will have a cell phone for communication with the City. Contractor operators will be able to be contacted at all times either by radio or cell phone by their respective supervisor.

During an ordinary event, operators will contact City representative before plowing operations begin and will ensure City issued portable automated vehicle location unit is activated. This will allow the City to monitor overall plowing progress, and upon completion, review the AVL information to ensure all areas are plowed. When the Area is completed, the Contractor operator will contact City representative and confirm that Contractor area is completed. Failure to do so may result in forfeiture of payment for that area.

The Contractor and their designated operators shall respond to all directions given by the City in a positive, courteous, and timely manner during the snow removal operations. The City reserves the right to reject any piece of equipment or operator from continued or further engagement of services due to incompetence, insubordination or inability of the piece of equipment to function properly for the requested services.

The Contractor shall waive all objections, rights to objections and claims for additional compensation, damages or loss of revenue resulting from work performed by the 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 the Contractor.

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 and employees.

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: _____

CONTRACTOR

MASTER CONSTRUCTION CO

By: [Signature]

Its: PRES

Date: NOV 1, 2022

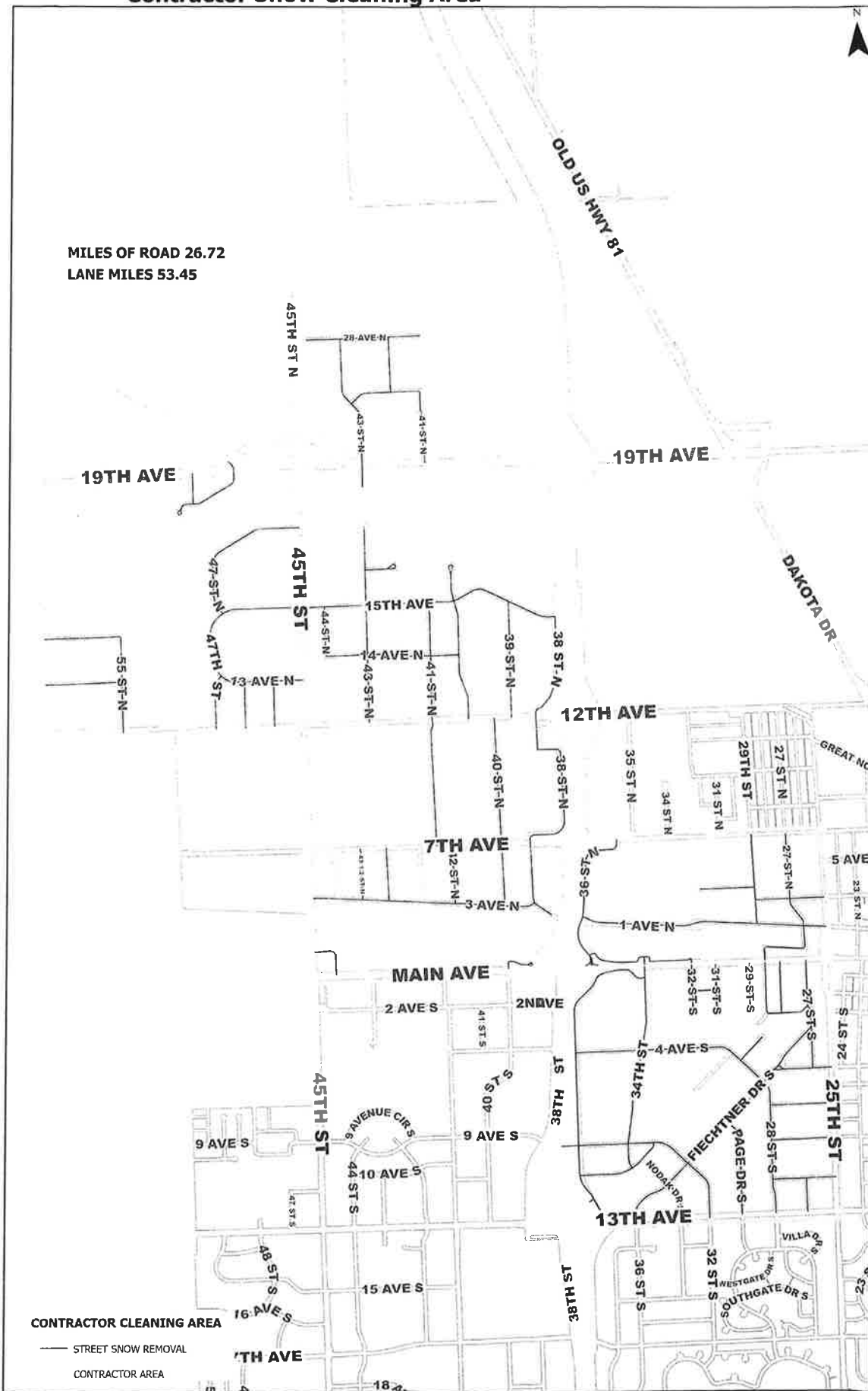
CITY OF FARGO, North Dakota, a North
Dakota Municipal Corporation

Dr. Timothy J. Mahoney, Mayor

ATTEST:

Steve Sprague, City Auditor

Contractor Snow Cleaning Area





REQUEST FOR PROPOSALS
for
Street Snow Plowing Services

Issued By:

City of Fargo Public Works Department
402 23rd Street N.
Fargo, ND 58102
(701) 241-1453 (Phone)
(701) 241-8100 (Fax)



The City of Fargo Public Works is issuing a Request for Proposal (RFP) for contractor assistance for the purpose of street snow plowing.

Contractor will deliver one (2) original RFP to the following Address:

City of Fargo Auditors Office
Snow Removal Services
225 4th Street N.
Fargo, ND 58102

Office hours are 7:45 am to 4:30 pm, Monday through Friday, excluding holidays.

Proposal Due Date and Time

2:00 p.m. Tuesday, August 30, 2022

Proposals received after the above cited date and time will be considered late and are not acceptable.

- Please make sure the envelope or package is marked:
"Street Snow Plowing RFP"
- Please make sure to use the included Proposal Sheet
- Any questions regarding this RFP contact Ben Dow at (701) 241-1453.

Thank you for your interest.

1. PURPOSE OF PROPOSAL

A. Scope of Services

The purpose of this Agreement provides the City of Fargo (hereinafter called City) and the successful proposer (hereinafter called Contractor) with a mutually acceptable Agreement to provide planned and emergency snow removal operations on local city streets and rights-of-way within the City of Fargo.

B. Areas

Contractor Area map attached to and made a part of this Agreement identifies the area that would become the Contractor's responsibility for snow removal operations under the terms and conditions of this Agreement.

Contractor Area map is provided so the proposer can analyze the location and approximate scope of the snow removal services proposed under this Agreement.

If at some point streets or cul-de-sac areas are added, the City will work with the Contractor on a mutually agreeable increase in service fees if the contract is renewed.

C. Administration

The Agreement shall be entered into with the City of Fargo and administered by the Director of Public Works or their designated representative.

D. Snow Removal

The City will require Contractor to perform curb to curb snow removal of streets and cul-de-sacs as shown within the Contractor Area map.

It is the intent of the City to retain the services of a Contractor for all snowfalls requiring complete plowing of snow from all City streets, cul-de-sacs and other right-of-ways. Under the current plan, these will typically be snowfalls of one inch or more of measureable snowfall. The 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. The City will have sole discretion to when and if plowing operations will be initiated.

E. Scope of Operations and Pricing

It is the intent of the Agreement that the Contractor will provide an optimum amount and type of equipment to perform the entire snow removal operation for curb-to-curb plowing of public streets, including cul-de-sacs in a timely manner.

Pricing will be proposed at an hourly rate for each piece of equipment that will be used in the completion of the Contractor Area.

2. LENGTH OF AGREEMENT

- A. This shall be an annual Agreement limited to the snow removal season commencing September 1, 2022, and ending May 30, 2023, inclusive. This Agreement may be renewed on an annual basis by written mutual consent of both the City and the Contractor. A mutually agreeable contract increase may be initiated in April of the renewing year.
- B. This Agreement may be terminated for cause, including failure to perform in accordance with any section of this Agreement. In the event of a failure to perform, the City will provide written notice, which will be delivered by registered mail to the Contractor at the address referenced on the Proposal form.

3. EQUIPMENT

A. Type of Equipment

Equipment and manpower recommended for cleaning snow as per the contract would include **a minimum of two heavy pieces of equipment. Examples of accepted heavy equipment: wheeled end loader equipped with front plow and/or plow wing, motor grader with plow and/or plow wing. An equivalent combination of these units would be acceptable.**

B. Accessories & Safety Equipment

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. The City reserves the right to reject at any time, with notice to the Contractor, any equipment that does not appear to meet any applicable legal requirements.

4. OPERATION & MAINTENANCE

A. Operator

The Contractor shall ensure that the operators provided are fully trained and properly licensed to operate their respective equipment.

B. Parts & Fuel

The rates contained herein shall cover all operation and maintenance expenses including but not limited to fuel, lubricants, supplies and support services.

5. COMPENSATION RATES

A. Operators

All rates quoted shall include full operation by qualified operators.

B. Quantities

Contractor shall supply an hourly rate for each piece of equipment that will be used in the completion of the Contractor Area. In the event that an area is missed or improperly plowed, it will be the Contractor's responsibility to correct the oversight at no additional cost to the City.

6. PERFORMANCE REQUIREMENTS

A. Personnel

The Contractor shall provide the 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. The 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.

B. Response Time

The Contractor shall respond and begin snow removal operations within one (1) hour from the start time requested by the City for any given snow removal request.

C. Down Time

The 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.

D. Communications

The Contractor shall ensure that they can communicate with their assigned staff members at all times during snow removal operations. The applicable supervisor will have a cell phone for communication with the City. Contractor operators will be able to be contacted at all times either by radio or cell phone by their respective supervisor.

During an ordinary event, operators will contact City representative before plowing operations begin and will ensure City issued portable automated vehicle location unit is activated. This will allow the City to monitor overall plowing progress, and upon completion, review the AVL information to ensure all areas were plowed. When the Area is completed, the Contractor operator will contact City representative and confirm that Contractor area is completed. Failure to do so may result in forfeiture of payment for that area.

E. Authority/Direction

The Contractor and their designated operators shall respond to all directions given by the City in a positive, courteous, and timely manner during the snow removal operations. The City reserves the right to reject any piece of equipment or operator from continued or further engagement of services due to incompetence, insubordination or inability of the piece of equipment to function properly for the requested services.

F. Non-Performance

The 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 the 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 the Contractor.

G. Property Damage

The 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.

7. **COMPENSATION**

A. Payment Schedule

All pay requests must be prepared and submitted by the Contractor as verified and approved by the Director of Public Works or his designated representative. Contractor shall invoice the City within 30 days of a completed service. The City shall make payment within 30 days of receipt of invoice.

B. Seasonal Minimum Compensation

The Contractor is guaranteed to be paid no less than **\$40,000** for each snow season, provided the Contractor has performed in accordance with all the provisions of this RFP throughout the entire snow season ("Minimum Compensation Amount").

The Minimum Compensation Amount per snow season for the contract will be **\$40,000**.

At the end of each snow season, after all Contractor invoices have been submitted, the sum of all money paid to the Contractor will be totaled. If the total dollar amount paid to the Contractor for that snow season equals less than the Minimum Compensation Amount, The City will pay the Contractor the difference between the amount paid during the snow season and the Minimum Compensation Amount. If the Contractor has already been paid the amount of the Minimum Compensation Amount or more for the snow season, it will not be entitled to any additional payment. Any Contractor who is called upon and does not respond will not be eligible for the Seasonal Minimum Compensation Amount. Eligible yearly 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.

NOTE: If the Contractor's contract has been terminated prior to the end of the snow season, it will not be paid any Seasonal Minimum Compensation Amount.

8. INSURANCE/LIABILITY/CLAIMS

A. Indemnification

The Contractor shall indemnify and hold harmless the City, its officers and employees, from all damages, claims, suits and actions of any description, for or resulting from injuries or damages received or sustained by any party or parties, arising out of any act, of said contractor, or his agents, in the execution of work under the contract.

B. Insurance

- a) Insurance shall be in such form as will protect the 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.
- b) Prior to entering into a contractual agreement, the 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.

The City of Fargo shall be named as an additional insured to the extent of the operations under this contract.

- c) The certification of insurance shall be on file with the Public Works Department prior to any work being performed. Failure to maintain insurance during this contract period will result in contract forfeiture and will not be paid any Seasonal Minimum Compensation Amount.
- d) 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.
- e) 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.

- f) All of said Contractor's certificates of insurance shall be written by an insurance company authorized to do business in the State of North Dakota.

9. AGREEMENT APPROVAL

A. Selection

The City reserves the right to retain the services of the Contractor who, in the opinion of the City, can best provide the services requested under this Agreement including availability and condition of equipment, competency of operators, and previous experience.

10. BID PROPOSALS

For the proposal, the Contractor will submit an hourly rate for each piece of equipment that will be used in the completion of the Contractor Area. All proposals must be type written or printed in ink and properly signed by an officer of the company. If the submitted proposal is accepted by the City and properly countersigned, it shall constitute a formal Agreement between the Contractor and the City with no further revisions, addenda or exceptions acknowledged unless previously noted in writing on the proposal form. All required insurance certificates and additional requested information shall be submitted in a form acceptable to the City within 15 days of execution of the Agreement and requested by the City.

11. NEGOTIATION

After evaluating proposals, the City may enter into negotiations with one Contractor or multiple Contractors. The primary purpose of negotiations is to maximize the City's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Contractor or multiple Contractors. Negotiations will be structured to safeguard information and ensure that all proposers are treated fairly.

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

Type of Equipment	Unit Price (per hour)	Available Units
CAT 14 M Blade	\$ 350 -	2
JD 870 Blade	\$ 350 -	1

Additional Equipment

Provide a list of other types of equipment that the Contractor could provide during extraordinary events or winter conditions. This might include but is not limited to equipment such as dozers, front-end loaders, motor graders, etc. Rates should be hourly and include all applicable costs such as operators, fuel, etc. A table similar to this one or another format can be utilized. Make sure all aspects included below are covered.

Description of Equipment	Unit Price (per hour)	Available Units
JD 724 loader 5cy	275 -	1
JD 644K loader 4cy	250 -	2
JD 624K loader 3 1/2cy	245 -	2
SKid steers / wheel	100 -	4
SKid steers / TRACK	100 -	4

See attached maps to determine location of Contractor Area.

Hourly rates shall be final and the City reserves the right to accept or reject any or all proposals and waive irregularities and technicalities as determined when it may be in the best interest of said City.

PROPOSAL OF: Master Construction Co
Firm Name (Please Print)

AUTHORIZED SIGNATURE: [Signature]
FRED SCHLASSER
Print Name

ADDRESS: 1572 45 st N
Address

Fgo ND 58102
City State Zip

701-866-8504 CELL #
Telephone 701-237-4950 OFFICE #

The above individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 60 days.

23

November 28, 2022

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

Commissioners:

Three RFP's were received November 10, 2022, for upcoming contract winter pruning operations. Urban Forestry Programs Manager Allen Lee, Acting Arborist Supervisor Scott English, and I have reviewed. The pruning areas include:

- Area – Project 1: 8th St N to North University Dr between 7th and 12th Ave N
- Area – Project 2: Par St and east between 32nd and 35th Ave NE
- Raise – Project 1: South University Dr to 25th St between Main and 13th Ave
- Raise – Project 2: South University Dr to 25th St between 13th Ave and I94
- Raise – Project 3: South University Dr to the river between Main and 13th Ave
- Raise – Project 4: South University Dr to the river between 13th Ave and I94

<u>Contractor</u>	<u>Area 1</u>	<u>Area 2</u>	<u>Raise 1</u>	<u>Raise 2</u>	<u>Raise 3</u>	<u>Raise 4</u>
Carr's Tree Service	no bid	25,495	77,981	no bid	no bid	29,998
All-Terrain Grounds Maintenance	no bid	no bid	17,870	19,355	16,715	14,751
Bateman Tree and Lawncare	no bid	no bid	no bid	no bid	29,725	10,500

Funding has been included in the 2023 annual forestry contract services budget. We will be seeking new proposals for Area 1.

Recommended motion:

Move to award upcoming contract winter pruning operations request for proposals (RFP23006) AREA Project 2 to Carr's Tree Service (\$25,495.00), RAISE Project's 1, 2, and 3 to All-Terrain Grounds Maintenance (\$53,940.00 total), and RAISE Project 4 to Bateman Tree and Lawncare (\$10,500.00).

Your approval of this request is appreciated.

Sincerely,



Scott Liudahl, City Forester

Cc: Ben Dow
 Mike Redlinger

commissionwinterprune2023.doc

24

November 28, 2022

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

Dear Commissioners:

The State of North Dakota has made \$12.8M available in grant funding for public transportation (transit). The grant opportunity is for capital discretionary 5339 CFDA No. 20.526 and 5310 CFDA No. 20.513 funds (for bus and bus facilities by the Federal Transit Administration (FTA) and administered by the NDDOT). The Transit Department budgeted the local share (\$822,400) for these projects in the Transit capital budget for 2023:

CITY OF FARGO TRANSIT DEPARTMENT 2024 CAPITAL STATE GRANT REQUESTS:

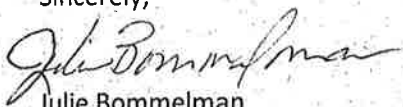
TRANSIT	552-2561-510.74-10	Replace Paratransit Scheduling Software (Local Share)	100,000			
	552-2561-510.74-10	Automated Bus Announcement System (Local Share)	600,000			
	552-2561-510.74-10	Miscellaneous Support Equipment (Local Share)	100,000			
	552-2561-510.74-10	Replace Toolcat (Local Share)	64,000			
	552-2561-510.74-10	Update MTG Building (Local Share)	566,000			
	552-2561-510.74-10	Mobility Manager (Local Share)	102,000			
	552-2561-510.74-10	Fixed Route Bus Replacements	1,150,000			
	552-2561-510.74-10	Paratransit Bus Replacements	230,000			
	552-2561-510.74-10	GTC Deck Overlay	1,000,000			
	552-2561-510.74-10	Supervisor Vehicle Replacement	40,000	3,952,000	3,952,000	822,400
Total Transit				3,952,000	3,952,000	822,400

These grants would have a profound impact on our community's transit system and the transportation options we offer our residents. There is a critical need to keep vehicle purchases on a regular, rotating schedule – these grants would allow for the replacement of two (2) 35-foot and two (2) paratransit vehicles, the final phase of the bus deck resurfacing at the Ground Transportation Center, replacement of the automatic vehicle location/automated vehicle announcement system, replacement of the paratransit scheduling software/hardware, miscellaneous interior replacements/upgrades to the Metro Transit Garage (MTG) which is fifteen years old (i.e. replacement of the bus wash), the Mobility Manager position and a replacement service vehicle. Several of these items are cost shared with Moorhead, the displayed amounts are Fargo's share only. The MAT Coordinating Board reviewed and approved this request at the November 16, 2022 Board meeting.

The Transit Development Plan identified the need to upgrade and rehab equipment, and the Federal Transit Administration has implemented a requirement to have and follow a Transit Asset Management Plan which outlines equipment maintenance and lifecycle requirements.

The requested motion is to approve applying for grant funding for the items listed, and, upon successful receipt of funds, approve the grant execution. Thank you.

Sincerely,



Julie Bommelman
 City of Fargo Transit Director
 701-476-6737
jbommelman@cityoffargo.com

For Schedule Information: 701-232-7500

REPORT OF ACTION

25

UTILITY COMMITTEE

Project No. SW 22-01

Type: Task Order Amendment 1 – SW 22-01 Stantec

Location: Solid Waste Division – Landfill

Date of Hearing: 11/22/2022

<u>Routing</u>	<u>Date</u>
City Commission	11/28/2022
Project File	SW 22-01

Scott Olson, Solid Waste Utility Director, presented the attached **Task Order Amendment 1 from Stantec for Professional Engineering Services relative to Project SW 22-01**. The Cell 20 construction project was awarded to Burski Excavating on May 31. Following previous and pending change orders the current contracted construction amount is \$3,446,663.20. The original and proposed amendment amount for the engineering services task order is shown below:

	<u>Description of Services</u>	<u>Original Amount</u>	<u>Amendment Amount</u>	<u>Total Amount</u>
1	Basic Services			
a.	Preliminary and Final Design Phase	\$ 46,490.00	\$ -	\$ 46,490.00
b.	Bidding and Negotiating Phase	\$ 6,390.00	\$ -	\$ 6,390.00
c.	Construction Phase	\$ 55,280.00	\$ 47,890.00	\$ 103,170.00
d.	Resident Project Representative Services	\$ 49,940.00	\$ 44,400.00	\$ 94,340.00
e.	Post-Construction Phase	\$ 8,840.00	\$ -	\$ 8,840.00
f.	Other Services (CWSRF)	\$ 7,430.00	\$ -	\$ 7,430.00
TOTAL COMPENSATION (lines 1 a-f)		\$ 174,370.00	\$ 92,290.00	\$ 266,660.00

The original task order estimated a construction time of 12-weeks, current construction time to substantial completion is estimated at 25-weeks. Stantec is proposing additional project management (1.c) for 30 hours per week and a Resident Project Representative or Field Technician/Certified Asbestos Inspector (1.d) for 50 hours per week for the additional 13-weeks of actual construction. This amount is a not-to-exceed amount.

Industry standards for similar landfill project management and construction oversight are typically 8 to 10% of construction costs; if approved the engineering costs with Amendment 1 would be approximately 7.74%. Engineering services are funding using the Clean Water State Revolving Fund loan #380715-8. Staff recommends moving forward with the attached task order Amendment for professional engineering services from Stantec. A detailed summary of the amendment has been included in the memorandum to the Utility Committee for your review.

MOTION:

On a motion by James Hausauer, seconded by Daniel Portlock, the Utility Committee voted to approve the Task Order Amendment from Stantec for Professional Engineering Services relative to Project SW 22-01.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Denise Kolpack, City Commissioner	X	X		X
Bruce Grubb, PT Assistant City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Terri Gayhart, Director of Finance	X	X		
Brian Ward, Water Plant Supt.				
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director				
Scott Olson, Solid Waste Utility Director	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:



Scott Olson, PE
Solid Waste Utility Director

C: Tim Mahoney, Mayor
Commissioner Preston
Commissioner Piepkorn
Commissioner Strand

To: Utility Committee
From: Scott Olson, Solid Waste Utility Director SO
Date: May 18, 2022
Subject: Stantec Engineering Task Order Amendment 1: Project SW 22-01

Attached for your reference is an engineering change order from Stantec for \$92,290. The change order is for additional work included in Project **SW 22-01** Cell 20 Construction. The additional work includes time and expenses for construction project management and resident project representative.

Background

The original task order by Stantec which was formally approved on December 27, 2021, with the work to be performed on a *Time and Expense* basis for an original amount estimated to be \$174,360. This work included design and construction management and observation was based on a 12-week construction period.

	Description of Services	Amount
1	Basic Services	
	a. Preliminary and Final Design Phase	\$ 46,490.00
	b. Bidding and Negotiating Phase	\$ 6,390.00
	c. Construction Project Management	\$ 55,280.00
	d. Resident Project Representative Services	\$ 49,940.00
	e. Documentation Report	\$ 8,840.00
	f. Other Services (CWSRF)	\$ 7,430.00
	TOTAL COMPENSATION (lines 1 a-f)	\$ 174,370.00

The Contractor has submitted a request for time extension to December 23, if approved the required timeline needed for engineering services for 2022 would be 25-weeks. Stantec's request includes an additional 30 hours per week for Construction Project Management services and 50 hours per week Resident Project Representative Services for the additional 13 weeks (25-week actual minus 12-week estimated in original task order).

	Amendment 1 - Description of Services	Amount
1	Basic Services	
	a. Preliminary and Final Design Phase	\$ 0.00
	b. Bidding and Negotiating Phase	\$ 0.00
	c. Construction Project Management	\$ 47,890.00
	d. Resident Project Representative Services	\$ 44,400.00
	e. Documentation Report	\$ 0.00
	f. Other Services (CWSRF)	\$ 0.00
	TOTAL COMPENSATION OF AMENDMENT 1 (lines 1 a-f)	\$ 92,290.00

A major bid item with the project includes the excavation and relocation of existing waste within the project footprint. The North Dakota Department of Environmental Quality requires that a certified asbestos inspector be present to monitor all waste excavation activities. Waste excavation activities have been ongoing throughout the duration of construction which has required a significant time commitment from Stantec.

Stantec is also expecting to have a full-time representative on-site during installation of the HDPE Liner and part-time representation during installation of the sanitary sewer, leachate pumping system and electrical installation. It is anticipated that these major items be completed in 2022.

This amendment will include the time and expenses from Stantec for the 25-week construction period in 2022. We are anticipating a second amendment will be required for part time construction management and oversight of final completion items in spring of 2023.

Recommendation

Approve the attached engineering task order Amendment with Stantec for additional work related to Project SW 22-01.

Attachment

cc: Steve Sprague, City Auditor
Randy Hanson, Stantec
Scott Anderson, Landfill Supervisor



Stantec Consulting Services Inc.
3303 Fiechtner Drive, Suite 100
Fargo ND 58103-8726

November 17, 2022

Project/File: 227704764

Scott Olson
2301 7th Avenue North
Fargo, North Dakota 58102

Dear Scott Olson,

Reference: Cell 20 Stantec Task Order Amendment (SW22-01)

Scott per discussions, we have put together the attached amendment to Stantec's task order for Cell 20 Design and Construction Observation. The original approved task order included approximately 30 hours per week for construction management and 50 hours per week for a resident project representative and estimated the construction duration at 12 weeks, note this task order was submitted and approved prior to commencement of design and well before the project was bid.

The project was bid in May with Burski Excavating, Inc. chosen as the successful bidder. Burski's original schedule indicated an 18-week construction period. To date, Burski's production and recent request for a time extension would extend the project beyond an 18-week period and into the 2023 construction season. The total construction period in 2022 would be an additional 9 weeks.

Stantec's attached task order amendment is to cover the additional construction duration of 13 weeks (for a total of 25 weeks of construction in the 2022 construction season (July 5th through December 23rd)). We propose to provide a second task order amendment in the spring once we are certain of a startup date for Burski to complete the project. The second amendment would cover project management and resident project representative for work to be completed in 2023.

Regards,

STANTEC CONSULTING SERVICES INC.

A handwritten signature in black ink that reads "Randy L. Hanson".

Randy Hanson
Principal, Senior Project Manager
Phone: (701) 893-2313
Mobile: 7017815722
randy.hanson@stantec.com

Attachment: EJCDC task order amendment
Additional estimate fees
Burski revised schedule

This is **EXHIBIT K**, consisting of 2 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services – Task Order Edition** dated January 25, 2021.

Amendment To Task Order No. SW22-01

1. Background Data:

- a. Effective Date of Task Order: November 24, 2021
- b. Owner: City of Fargo – Division of Solid Waste
- c. Engineer: Stantec
- d. Specific Project: Cell 20 Design and Construction Observation

2. Description of Modifications

- a. The Scope of Services currently authorized to be performed by Engineer in accordance with the Task Order and previous amendments, if any, is modified as follows:

- 1. Amendment to currently approved Construction Project Management (Task 3) task to include the following:

Additional time to complete the project versus estimated time to complete at proposal preparation time.

- 2. Amendment to currently approved Resident Project Representative (Task 4) to include the following:

Additional time to complete the project versus estimated time to complete at proposal preparation time.

- b. The adjustments above are based on the estimated time of construction, at proposal, stage being 12 weeks. The contractor’s production thus far, and their recent request for additional time, will extend the construction project over two construction seasons. This amendment will cover work completed in 2022 (total of 25 weeks, July 5th through December 23rd). We are proposing a second task order amendment to be submitted in the spring for work to be completed in 2023.

- c. A detailed breakdown of the hours and costs are provided as an attachment.

3. Task Order Summary (Reference only)

- a. Original Task Order amount: \$ 174,370.00
- b. Net change for prior amendments: \$ 0.00
- c. This amendment amount: \$ 92,290.00
- d. Adjusted Task Order amount: \$ 266,660.00

Exhibit K – Amendment to Task Order

EJCDC® E-505, Agreement Between Owner and Engineer for Professional Services – Task Order Edition.
Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order.

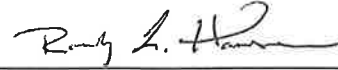
Owner and Engineer hereby agree to modify the above-referenced Task Order as set forth in this Amendment. All provisions of the Agreement and Task Order not modified by this, or previous Amendments remain in effect. The Effective Date of this Amendment is November 17, 2022.

OWNER:

ENGINEER:

By:

By:



Title: Solid Waste Utility Director

Title: Principal

Date

Date

November 17, 2022

Signed:

Signed:

Table 1

Task Order Amendment No. 1 - Additional Estimated Fees
Cell 20 Design SW/22-01
Design, Bidding Assistance, Construction Management and CQA Services
City of Fargo Landfill
Permit 260

Phase	Task	Senior QC/QA	Project Manager	Project Engineer	Jr. Engineer	Field Technician	CADD	Clerical	Labor Total	Expenses	Technology Fee 5%	Total
	1 Design, Specifications, Bidding Assistance											
	Preliminary and Final Design	0	0	0	0	0	0	0	\$0		\$0	\$0
	Technical Specifications (including CWSRF items)	0	0	0	0	0	0	0	\$0		\$0	\$0
	Update Site Health and Safety Plan	0	0	0	0	0	0	0	\$0		\$0	\$0
	Construction Drawings	0	0	0	0	0	0	0	\$0		\$0	\$0
	2 Bidding Assistance	0	0	0	0	0	0	0	\$0		\$0	\$0
	3 Construction - Project Management	29	97	30	100	0	15		\$44,180	\$1,500	\$2,210	\$47,890
	4 Resident Project Representative					506	10	18	\$40,850	\$1,500	\$2,050	\$44,400
	5 Documentation Report	0	0	0	0	0	0	0	\$0		\$0	\$0
	6 Clean Water State Revolving Fund Assistance	0	0	0	0	0	0	0	\$0		\$0	\$0
	Totals:	29	97	30	100	506	10	33	\$85,030	\$3,000	\$4,260	\$92,290
	TOTAL:											\$92,290

Note:
 Additional Fees based on contractor production to date and recent request for a time extension by Burski (schedule provided on 11/16/2022, see attached)
 Rounding used on labor & technology fees
 Remaining hours for 2022 construction assumed full time oversight for HDPE liner installation, Part-time oversight for sanitary sewer piping, leachate collection piping, granular drainage layer, vault and electrical

ELIASKI DDC INC

Project Lead Dusty Migan

Project Start Date: 1/14/2022

Rolling Period: 0

Legend: OHS/SLIP LOTO/SLIP PPE/SLIP HSP/SLIP Unassigned

November

December

January

Navigation:

Job - Status	Category	Assigned To	Priority	Start	End
NOA - OHS/SLIP	Good		50%	6/27/2022	4
CONCRETE FIBER REINFORCEMENT	Good		40%	2/17/2022	93
RESEARCH COUNCIL	Good		20%	7/5/2022	3
3 TB NEW AIR CLEANING	Good		20%	8/16/2022	10
REWORKING SOLID AND STRENGTHENING CONCRETE	Good	- All reworking on location - new 24" dia. steel beam or needed used by plates and splices	80%	9/17/2022	50
REWORKING SOLID AND STRENGTHENING CONCRETE	Good		80%	8/16/2022	12
CONTRACTOR P.L.C.	Good		40%		15
EXPLOSION RESISTANT DESIGN	Good	Lead to permit to install for 16, possibly done on location	200%		1
CLAY BUILDING	Good		40%	10/21/2022	15
NOI BUILDING	Good		30%	1/12/2022	2
REWORKING CONCRETE	Good		0%	10/21/2022	1
REWORKING CONCRETE	Good		2%	12/16/2022	15
REWORKING CONCRETE	Good		0%	8/22/2022	25
REWORKING CONCRETE	Good		0%	12/16/2022	1
REWORKING CONCRETE	Good		0%	12/16/2022	1
REWORKING CONCRETE	Good		0%	12/16/2022	15
REWORKING CONCRETE	Good		0%	9/17/2022	15
REWORKING CONCRETE	Good		0%	9/17/2022	15
REWORKING CONCRETE	Good		0%	8/16/2022	13
REWORKING CONCRETE	Good		0%	8/16/2022	1
REWORKING CONCRETE	Good		0%	8/16/2022	15



REPORT OF ACTION

UTILITY COMMITTEE

(26)

Project No. SW 22-01 Type: Change Orders

Location: Solid Waste Division - Landfill

Date of Hearing: 11/22/22

<u>Routing</u>	<u>Date</u>
City Commission	11/28/22
Project File	SW 22-01

Scott Olson, Solid Waste Utility Director, presented the attached Change Orders for project SW 22-01 Cell 20 Construction.

On May 31, 2022, the Commission approved the award of the Cell 20 Construction Project SW 22-01 to Burski Excavating, Inc. in the amount of **\$3,422,822.90** with an original completion date of November 30, 2022. This project is funded utilizing the North Dakota Clean Water State Revolving Funds (CWSRF) loan #380715-09. Current contract bid price, change orders and adjusted contract price are as follows:

Contractor	Approved Contract Price w/ Previous Change Order	Current Change Orders	New Substantial Completion Date	Adjusted Contract Price
Burski Excavating	\$3,436,822.90			
CO #3 – Add CCE CT Cabinet		\$10,432.00		
CO #4 – Time Extension		\$0.00	Dec 23, 2022	
		\$10,432.00		\$3,446,663.90


A detailed summary of each change order has been included in the memorandum to the Utility Committee for your review.

MOTION:

On a motion by Brenda Derrig, seconded by Troy Hall, the Utility Committee voted to approve the attached Change Orders for SW 22-01 Cell 20 Construction.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
Denise Kolpack, City Commissioner	X	X		X
Bruce Grubb, PT Assistant City Administrator	X	X		
Brenda Derrig, City Engineer	X	X		
Terri Gayhart, Director of Finance	X	X		
Brian Ward, Water Plant Supt.				
Mark Miller, Wastewater Plant Supt.	X	X		
Scott Liudahl, City Forester	X	X		
James Hausauer, Wastewater Util. Director	X	X		
Troy Hall, Water Utility Director	X	X		
Ben Dow, Public Works Operations Director				
Scott Olson, Solid Waste Utility Director	X	X		
Daniel Portlock, Water Utility Engineer	X	X		

ATTEST:



 Scott Olson, PE
 Solid Waste Utility Director

C: Tim Mahoney, Mayor
 Commissioner Preston
 Commissioner Piepkorn
 Commissioner Strand



Division of Solid Waste

2301 8th Avenue North
 Fargo, North Dakota 58102
 Phone: 701-241-1449
 Fax: 701-241-8109

To: Utility Committee
 From: Scott Olson, Solid Waste Utility Engineer SO
 Date: November 18, 2022
 Subject: Project SW 22-01 – Cell 20 Construction Change Orders 3 and 4

On May 31, 2022, the Commission approved the award of the Cell 20 Construction Project SW 22-01 to Burski Excavating, Inc. in the amount of **\$3,422,822.90**.

Project	Contractor	Substantial Completion Date	Bid Amount
Cell 20 Construction	Burski Excavating, Inc	November 30, 2022	\$3,422,822.90

With previous Change Order approval, the current contract amounts and substantial completion dates are as follows:

Change Orders	Change Order Amounts	Change in Sub. Completion Date	Current Contract Amount
Change Order 1 – Barbed Wire	\$9,900.00	0 Days	
Change Order 2 – Erosion Control	\$3,509.00	0 Days	
		Total	\$3,436,231.90

The following table shows the cost for the proposed change orders and associated change in the substantial completion date during this approval period (monthly):

Change Order	Description	Change in Sub. Completion Date	Change Order Amount
Change Order #3	Add Cass County Electric CT Cabinet	0 Days	\$10,432.00
Change Order #4	Time Extension	23 Days	\$0.00
		Total	\$10,432.00

With Change Order approval, the updated contract amounts and completion dates would be:

Contract	Contractor	New Substantial Completion Date	New Contract Amount
Cell 20 Construction	Burski Excavating, Inc.	December 23, 2022	\$3,446,663.90

A detailed summary of change orders are as follows:

Detailed Summary of Change Orders

The project cost and time impacts to the proposed changes are as follows:

Change Order #3 – Added CT Cabinet to Cass County Electric Transformer

Cell 20 is the first of 4 landfill cells on the northern half of the East Landfill campus. As part of this development the City was required to place a new transformer provided and installed by Cass County Electric (CEE) which will provide electrical service to the leachate pumping systems for the northern cells, this was done under project SW 22-06. CCE has indicated that to provide optimal service to future cells a CT cabinet should be included. The cost to furnish and install the CT cabinet, as well as contractor markup, is \$10,432.00. Work included in change order includes:

Proposal includes:

- Provide and install 800A 480V wall mount Ct cabinet on Unistrut stand
- Provide 600 mcm xxhw aluminum wire between transformer and Ct cabinet
- Provide 3 spare 2" conduits for future cells
- Permit and taxes

Cost: \$10,432.00

Added Contract Time: 0 Days

Reason: Cass County Electric Recommended

Change Order #4 – Time Extension

Due to unforeseen circumstances throughout excavation which included incredibly wet material which slowed production and a large amount of unsuitable material that had to be removed and replaced below the base grades of Cell 20. That, coupled with worker shortage and supply issues, caused a delay in early the early stages of the project.

Burski is requesting a time extension to the substantial and final completion dates and designating essential bid items for each timeline. The proposed breakout is shown below:

Bid Items for Substantial Completion Extension	Bid Items for Final Completion Extension
13. 6-inch HDPE SDR 11 Perforated Pipe	5. Excavating of Soils and Stockpiling in West Landfill
14. 6-inch HDPE SDR 11 Solid Pipe	7. Excavation and Relocation of Waste
15. 18-inch HDPE SDR 11	10. Controlled Fill
16. 12-inch Granular Drainage Layer	23. Standard Storm Sewer Manhole
17. Riser Vault	24. 12-inch PVC SDR 35 Culvert
18. Leachate Pumping System	25. 12-inch Corrugated HDPE Culvert
19. 48-inch Leachate Manhole	26. 12-inch RCP Culvert
20. 8-inch PVC SDR 26 Sewer Pipe	27. Concrete Outfall
22. 2-inch HDPE Forcemain SDR 11	28. 2-inch Conduit Piping
	29. Turf Restoration
	30. Rip Rap
	31. Access Road Construction

The bid items proposed to be under substantial completion would allow the City to use the cell once approved by the North Dakota Department of Environmental Quality. Bid items reserved for final completion would be completed during the winter months as able and next spring.

Cost: \$0.00

Completion Dates: Substantial Completion – December 23, 2022.
Final Completion – June 16, 2023.

Reason: Contractor Requested

If approved, change orders to date will total 0.70% of total construction costs.

Process for Amending the Contract Documents; Changes in the Work

As provided in the specifications, and to avoid substantial construction schedule delays, Work Change Directives (WCD) were issued for the additional work described above. Acceptance of WCD's by Solid Waste (City) staff are provided after review and negotiation following Contractor proposal requests and submittal. WCD's are incorporated in subsequent Change Orders through formal Utility Committee and City Commission approval on this project.

SUGGESTED MOTION:

Approve the contract Change Orders with Burski Excavating, Inc. as described above for project SW 22-01.

Attachment

cc: Steve Sprague, City Auditor
Randy Hanson, Stantec
Scott Anderson, Landfill Supervisor

Date of Issuance: 10/28/22	Effective Date: 10/28/22
Owner: City of Fargo Division of Solid Waste	Owner's Contract No.: SW22-01
Contractor: Burski Exc., Inc	Contractor's Project No.:
Engineer: Stantec, Inc.	Engineer's Project No.: 227704764
Project: Cell 20 Construction	Contract Name: Cell 20 Construction

The Contract is modified as follows upon execution of this Change Order:
 Description: Adding a CT cabinet to the Cell 20 transformer/transformer pad.

Attachments: *CO 3 CT Cabinet*

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>3,422,822.90</u>	Original Contract Times: Substantial Completion: <u>November 30th, 2022</u> Ready for Final Payment: <u>December 30th, 2022</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : \$ <u>13,409.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>3,436,231.90</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 30th, 2022</u> Ready for Final Payment: <u>December 30th, 2022</u> days or dates
Increase of this Change Order: \$ <u>10,432.00</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days or dates
Contract Price incorporating this Change Order: \$ <u>3,446,663.90</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>November 30th, 2022</u> Ready for Final Payment: <u>December 30th, 2022</u> days or dates

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u><i>Samuel March</i></u>	By: _____	By: _____
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: <u>Project Manager</u>	Title _____	Title _____
Date: <u>11/02/22</u>	Date _____	Date _____

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



204 - 9th Avenue NE
P.O. Box 130
Rice MN 56367
(320) 393-4160

Change Order

Order#: 3

Order Date: 10/28/2022

To: City of Fargo

Project: 16738
Fargo Cell 20
Fargo ND

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

Description of Work	Amount
Electrical Cabinet Add CT Cabinet for the Next 4 Phases	10,432.00

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

10,432.00

Owner: _____ Date: _____
 Contractor: _____ Date: _____



1533 10th ST N
FARGO, ND 58102
PHONE: 701-850-9064
merbes@superiorelectricfargo.com

PROJECT: Fargo Cell 20 800A CT cabinet

Date: 10/11/22

Proposal includes:

- Provide and install 800A 480V wall mount Ct cabinet on Unistrut stand
- Provide 600 mcm xxhw aluminum wire between transformer and Ct cabinet
- Provide 3 spare 2" conduits for future cells
- Permit and taxes

Grand Total \$9,484.00

Sincerely,

Maro Erbes

Accepted by Signature _____

Printed Name _____

Date Accepted _____

PO Number _____

Good for 15 days

C.O. 10,432.40

Date of Issuance: 11/14/22	Effective Date: 11/14/22
Owner: City of Fargo Division of Solid Waste	Owner's Contract No.: SW22-01
Contractor: Burski Exc., Inc	Contractor's Project No.:
Engineer: Stantec, Inc.	Engineer's Project No.: 227704764
Project: Cell 20 Construction	Contract Name: Cell 20 Construction

The Contract is modified as follows upon execution of this Change Order:

Description: Burski is requesting additional time to complete the project. Burski has proposed to have bid items 13 through 20, and 22 substantially completed by December 23, 2022. Burski is also proposing to extend final completion until June 16, 2023, items included in this extension are bid items 5, 7, 10, and 23 through 31.

Bid Items for Substantial Completion Extension	Bid Items for Final Completion Extension
13. 6-inch HDPE SDR 11 Perforated Pipe	5. Excavating of Soils and Stockpiling in West Landfill
14. 6-inch HDPE SDR 11 Solid Pipe	7. Excavation and Relocation of Waste
15. 18-inch HDPE SDR 11	10. Controlled Fill
16. 12-inch Granular Drainage Layer	23. Standard Storm Sewer Manhole
17. Riser Vault	24. 12-inch PVC SDR 35 Culvert
18. Leachate Pumping System	25. 12-inch Corrugated HDPE Culvert
19. 48-inch Leachate Manhole	26. 12-inch RCP Culvert
20. 8-inch PVC SDR 26 Sewer Pipe	27. Concrete Outfall
22. 2-inch HDPE Forcemain SDR 11	28. 2-inch Conduit Piping
	29. Turf Restoration
	30. Rip Rap
	31. Access Road Construction

Attachments: CO 4 Time extension documents from Burski Excavating

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
Original Contract Price: \$ <u>3,422,822.90</u>	Original Contract Times: Substantial Completion: <u>November 30th, 2022</u> Ready for Final Payment: <u>December 30th, 2022</u> days or dates
Increase from previously approved Change Orders No. <u>1</u> to No. <u>3</u> : \$ <u>23,841.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>N/A</u> to No. <u>N/A</u> : Substantial Completion: <u>0</u> Ready for Final Payment: <u>0</u> days
Contract Price prior to this Change Order: \$ <u>3,446,663.90</u>	Contract Times prior to this Change Order: Substantial Completion: <u>November 30th, 2022</u> Ready for Final Payment: <u>December 30th, 2022</u> days or dates
Increase of this Change Order: \$ <u>0</u>	[Increase] of this Change Order: Substantial Completion: <u>23</u> Ready for Final Payment: <u>169</u> days

Contract Price incorporating this Change Order:

\$ 3,446,663.90

Contract Times with all approved Change Orders:

Substantial Completion: December 23rd, 2022

Ready for Final Payment: June 16th, 2023

days or dates

RECOMMENDED:

By: *James M. ...*
Engineer (if required)

Title: Project Manager

Date: 11/14/22

ACCEPTED:

By: _____
Owner (Authorized Signature)

Title _____

Date _____

ACCEPTED:

By: *Nick ...*
Contractor (Authorized Signature)

Title Estimator/PM

Date 11-14-22

Approved by Funding Agency (if applicable)

By: _____ Date: _____
Title: _____



204 - 9th Avenue NE
P.O. Box 130
Rice MN 56367
(320) 393-4160

Change Order

Order#: 4

Order Date: 10/28/2022

To: City of Fargo

Project: 16738
Fargo Cell 20
Fargo ND

The contractor agrees to perform and the owner agrees to pay for the following changes to this contract.

Plans Attached

Ordered By:

Customer Order:

Specifications Attached

Description of Work

Amount

Project Extension
Substantial Completed Extended to Dec. 23 2022
Ready for Final Payment by June 16, 2023

Notes

Negative changes will lower the overall contract price requiring no additional payment by owner.

Requested Amount of Change

0.00

Owner: _____ Date: _____

Contractor: _____ Date: _____



To Whom it may concern,

Burski Excavating Inc. is requesting a project extension for the Cell 20 Fargo landfill project,

Due to effects of the epidemic and labor shortages along with many other factors, including but not limited to, lack of soil condition and quantity information that has delayed the project to this point and poor weather conditions in the coming weeks and months, all of which are out of the control of the contractor, we are therefore, according to standard general conditions 4.05.c1 labor shortages due to epidemic and c2 for future frost conditions out of our control, requesting a project extension for the following phases of work:

The following items that pertain to "substantial completion" of the cell we are requesting extension for items #13 - #20 and #22. The extension should cover these items until completed by December 23, 2022.

Item #5, item #7, item #10 stormwater ponds and remainder of dirt work

Items #23 - #31 culvert piping storm outlet and structures, access road

The extension should cover these items out to spring of 2023, to be completed by June 16, 2023 ready for final payment.

Attached are our time sheets with load count totals. Our offroad trucks are 40 ton units

If we knew what the weather was going to hold we most certainly would not be asking to be ready for final payment next year.

RUBSKIN ELEC INC.

Project Lead Duty Station

Project Start Date: 1/07/2002

Location: 9

Activity Description	Category	Account to	Frequency	Start	Stop
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Activity Description	Category	Account to	Frequency	Start	Stop
MOB - O/D/DC	Goal		50%	6/21/2002	4
CONCRETE T. LTD. REINFORCEMENT	Goal		40%	7/1/2002	9
EROSION CONTROL	Goal		25%	7/9/2002	3
1. TR. WIP AND GRADING	Goal		25%	8/8/2002	10
2. CONCRETE CURB AND	Goal		80%	9/11/2002	20
3. CONCRETE CURB REINFORCEMENT	Goal				
4. EXCAVATION AND	Goal		80%	9/20/2002	12
5. CONCRETE WIP	Goal		45%		15
6. CONTROL W.C.	Goal		30%		1
7. CONCRETE CURB REINFORCEMENT	Goal		40%	10/8/2002	15
8. WALL CONCRETE	Goal		30%	11/26/2002	2
9. EXCAVATION	Goal		20%		1
10. WIP AND GRADING	Goal		20%		1
11. CONCRETE CURB REINFORCEMENT	Goal		20%		1
12. CONCRETE CURB REINFORCEMENT	Goal		20%		1
13. CONCRETE CURB REINFORCEMENT	Goal		20%		1
14. CONCRETE CURB REINFORCEMENT	Goal		20%		1
15. CONCRETE CURB REINFORCEMENT	Goal		20%		1
16. CONCRETE CURB REINFORCEMENT	Goal		20%		1
17. CONCRETE CURB REINFORCEMENT	Goal		20%		1
18. CONCRETE CURB REINFORCEMENT	Goal		20%		1
19. CONCRETE CURB REINFORCEMENT	Goal		20%		1
20. CONCRETE CURB REINFORCEMENT	Goal		20%		1





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Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

November 23, 2022

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

Subject: Sole Source Request – Suez Water Technologies & Solutions (Suez)

Dear Commissioners:

Water Utility staff is seeking approval of a sole source request with Suez Water Technologies & Solutions (Suez) to purchase 216 Ultrafiltration (UF) modules. This sole source request was approved by the Utility Committee on October 26, 2022 and the Finance Committee on October 31, 2022 (see attached sole source request form and pages from Suez proposal). The estimated cost for the purchase from Suez is \$330,000. Funding for this purchase will be the 2023 Renewal & Rehab budget line that uses Infrastructure Sales Tax (Fund 450). Project code WA2301 has been set up for the Suez purchase. There are no other options to using Suez for the UF modules at this time. A 2013 agreement with Suez (formerly General Electric) locked in the UF module base price until April 25, 2039 with an agreed upon inflation calculation.

The Ultrafiltration (UF) system is one the first/front processes in the 2019 Membrane Water Treatment Plant (MWTP) and used for particle removal in water. The UF system is a highly regulated process to meet EPA drinking water requirements. This system has been high maintenance for WTP personnel over the past 4.5 years. Project WA2301 will replace 216 of the 2,304 UF modules in the system or 9.4% of the modules. It will be the first large scale replacement of UF modules since plant start-up. Periodic replacement of UF modules was expected ahead of MWTP design and in the Water Utility financial model.

The 2019 MWTP is generally more cost efficient to treat drinking water compared to the 1997 Lime Softening WTP. Also, operation of the MWTP has allowed WTP personnel to produce more consistent tap water for unregulated water quality parameters such as hardness and Total Dissolved Solids (TDS).

Your consideration is greatly appreciated in this matter.

Sincerely,

Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve sole source request with Suez Water Technologies & Solutions to purchase 216 Ultrafiltration (UF) modules at an estimated cost of \$330,000.



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Suez Water Technologies & Solutions (Suez)

Estimated Dollar Amount of Purchase:

\$332,110

Is this procurement funded by a federal grant?

No

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

The project/service is required to:

This sole source request is to purchase 216 Ultrafiltration (UF) modules for the Membrane Water Treatment Plant (MWTP). The UF system removes small particles from raw water ahead of a Reverse Osmosis (RO) system. There was a 2022 UF module project to fill out designed spare UF module slots in the system. This sole source request relates to the first large-scale replacement of the original UF modules, installed for system startup in 2018. At this time, Water Utility staff plan to replace all of the original UF modules over the next six (6) years. The MWTP is more cost efficient to operate much of the time compared to the older 1997 water plant. This MWTP cost efficiency more than pays for module replacement.

Funding for this sole source request of \$332,110 is recommended to come from the 2023 Renewal & Rehab (R&R) budget line in the approved Water Utility budget. The R&R budget line is funded with Infrastructure Sales Tax (Fund 450). Water utility plans to use the R&R budget line to fund future UF module and RO element replacement projects. If the sole source request is approved, Water Utility will set up a specific project code for the UF module replacement with the Finance Department. We are waiting on an updated Suez proposal. So, the cost may change slightly due to inflation over past few months.

This sole source request for Suez was approved by the CoF Utility Committee on October 26, 2022. If approved by the Finance Committee, this sole source request will need to be placed on a future City Commission agenda for final approval.

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

- Ultrafiltration (UF) Components Not Universal: Manufacturers of UF systems have unique system designs. Components and membrane modules are generally not interchangeable between different manufacturers. For Fargo, the UF manufacture (Suez) was competitively selected ahead of the full MWTP design due to equipment footprint criteria. Suez is the only provider for the UF components that may be installed in the Fargo MWTP and allow for EPA regulatory credit.
- Basis for Membrane Proposal Cost: Prior to full MWTP design in 2013, a proposal was received from Suez with a 20-year locked replacement price for membrane modules with a defined method for inflation cost adjustments. Therefore, the proposal seems fair and reasonable to the City of Fargo and Suez from a cost perspective with a contract defined cost calculation.

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

As described above, there are no other options to Suez to investigate. Prior to full MWTP design in 2013, a proposal was received from Suez with a 20-year locked replacement price for membrane modules with a defined method for inflation cost adjustments. The proposal is now approved as a legal agreement that locked in the UF module price.

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

Page 212
Provide a side-by-side comparison of the features/service of all other vendors/brands considered. (List the features or capabilities required for your project and how each vendor investigated does or does not meet those requirements. A table format is recommended)

Three (3) UF systems were pilot tested from 2011 to 2013. Suez (formerly General Electric) was competitively selected through pilot testing and proposal evaluation. Components and membrane modules are generally not interchangeable between different manufacturers.

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

N/A

Signature: Troy B. Hall
(Requestor)

Printed Name: Troy B. Hall

Department: Water Utility

Title: Water Utility Director

Date: October 27, 2022

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

TBH (Requestor initials)



invoicing schedule	approximate % of sub-total	invoice value, excluding tax
An invoice will be issued upon acceptance by SUEZ of customer purchase order. Approximate percent calculation based on the material, off-site labor, delivery sub-total of the purchase order. Shipment of membranes is contingent on receipt of this initial milestone payment.	30%	99,630
An invoice for the balance of the material, off-site labor, delivery sub-total will be issued when membrane module shipping documents are supplied to the carrier.	70%	232,480
		332,110

2.1 contractual basis for membrane replacement price

The base price of replacement ZW1000 550ft² CPx membrane modules for this project is \$1,050 US per module without taxes.

SUEZ has guaranteed this price for 20 years subject to adjustment for inflation (CPI-U, not seasonally adjusted per US BLS) or a maximum equivalent price per gallon of treatment capacity in the event that the module area/permeability etc. changes such that the same amount of feed water can be treated with fewer modules of the next generation design.

GMRP price escalation - calculation of inflation begins on August 26, 2013 (signed agreement date). GMRP validity will expire at the end of business on April 25, 2039 (10 years from substantial completion).

To benefit from guaranteed membrane replacement pricing (GMRP) within the contracted time limits, Buyer must submit a purchase order based on a valid proposal or quote prior to the GMRP expiry date, with the expectation of taking membrane delivery within SUEZ's standard lead time (provided in section XX).

Membrane replacement prices are quoted FCA manufacturing facility, with packaging, freight, and taxes extra as the cost of shipping and packaging the membranes to site will depend on the quantity per shipment. Membrane replacement prices are quoted without taxes.

prorated warranty claim settlement calculation for May 2022	
contractually guaranteed membrane replacement price	1,050
inflation index value from August 2013	233.88
inflation adjusted membrane replacement price USD	1,312
# of prorated months elapsed	38
total prorated duration (in months)	120
total prorated replacement price USD	420



prorated warranty claim settlement calculation for June 2022	
contractually guaranteed membrane replacement price	1,050
inflation index value from MMM DD, YYYY	233.88
inflation adjusted membrane replacement price USD	1,315
# of prorated months elapsed	39
total prorated duration (in months)	120
total prorated replacement price USD	421

prorated warranty claim settlement calculation for July 2022	
contractually guaranteed membrane replacement price	1,050
inflation index value from MMM DD, YYYY	233.88
inflation adjusted membrane replacement price USD	1,317
# of prorated months elapsed	40
total prorated duration (in months)	120
total prorated replacement price USD	422

3 delivery

freight

- DDP** - Delivery will be by standard ocean/ground on the basis of DDP Fargo WTP, 435 14th Ave. S., Fargo, ND, USA or other named place of destination; Incoterms 2020. DDP = delivery duty paid. Partial shipments will be acceptable unless otherwise specified. Where delivery cannot be accepted at this destination, Fargo shall specify an alternate, equivalent destination without delay.

Due to varying origins and availability, non-membrane items included in this proposal may be shipped separately from the membranes. Should separate shipments be required, where possible, SUEZ will strive to provide these items on or before the delivery of the membranes.

- title & risk** - Title and risk of loss or damage to membrane modules and crating shall pass to Fargo upon delivery at the named place of destination.

international shipment, fees, and duties

- origin** - Delivery of ZeeWeed membranes originates from the SUEZ Water Technologies & Solutions, ZENON Membrane Products (ZEM), Bláthy Ottó u 4, Oroszlány, 2840 Hungary facility. Costs to transport membranes into North America are included in SUEZ's quoted price.
- export documents** - All ZeeWeed membrane module shipments into the USA require clearance documentation from the EPA. SUEZ will prepare and provide the required EPA documentation to the Carrier.



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Water Treatment Plant
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

November 23, 2022

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

Subject: Sole Source Request – Leopald – Filter Underdrain System for Project WA2255

Dear Commissioners:

Water Utility staff is seeking approval of a sole source request with Leopald to purchase a filter underdrain system for Project WA2255, WTP Filter Rehabilitation. The proposal price from Leopald is \$1,349,030 and will be paid through an approved State Revolving Fund (SRF) loan. This sole source request was approved by the Utility Committee on June 9, 2022 (see attached Report of Action) and the Finance Committee on May 31, 2022 (see attached sole source request form). The sole source has also been reviewed by the North Dakota Department of Environmental Quality (DEQ), our drinking water regulators, and authorized for SRF loan reimbursement contingent upon Fargo City Commission approval in following the Fargo purchasing policy.

This underdrain equipment has a long, several-month lead time and Water Utility staff are working to potentially place an order with Leopald ahead of project bidding. Water Utility staff and consultants are actively pursuing 75% grant funding for the overall project through the SRF program. This could amount to over \$4 million dollars in grant funding. As a note, the Water Utility has been successful in receiving an estimated \$45 million dollars in grant funding in the past 10 years for capital projects. In working toward the grant funding, Project WA2255 bidding is on hold until we have further communications with the ND DEQ. As previously mentioned, City Commission approval of the sole source is needed for SRF loan reimbursement. A letter from Apex Engineering to the ND DEQ stating the technical reasons for the filter underdrain sole source is also attached to this item.

Your consideration is greatly appreciated in this matter.

Sincerely,



Troy B. Hall
Water Utility Director

SUGGESTED MOTION:

Approve sole source request with Leopald to purchase a filter underdrain system at proposal cost of \$1,349,030.

REPORT OF ACTION

UTILITY COMMITTEE

Project No. WA2255

Type: WTP Filter Rehabilitation

Location: Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 6/9/2022

<u>Routing</u>	<u>Date</u>
City Commission	TBD
Project File	


Troy Hall, Water Utility Director, presented the attached memo regarding a sole source request for a filter underdrain system for Project WA2255, Lime Softening Filter Rehabilitation. This sole source request was also approved by the Finance Committee on May 31, 2022. This project is funded through a low-interest State Revolving Fund (SRF) loan and is in the 20-year Capital Improvement Plan. This equipment will support filter media in the 1997 Lime Softening WTP and serves as barrier to allow water to pass through but not filter media. This filter rehabilitation project design has been extensively studied over last few years. After significant engineering work, review, and study by consultants, WTP personnel, and the ND Department of Environmental Quality (DEQ), this is the best option for the project.

MOTION:

On a motion by Dan Portlock, seconded by Ben Dow, the Utility Committee voted to approve the sole request with Leopald for Project WA2255 equipment in the amount of \$1,349,030.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				X
				Proxy
Anthony Gehrig, City Commissioner				
Terri Gayhart, Director of Finance	X			
Brian Ward, Water Plant Supt.	X			
Mark Miller, Wastewater Plant Supt.	X			
Bruce Grubb, City Administrator	X			
Scott Liudahl, City Forester	X			
Terry Ludlum, Solid Waste Utility Director	X			
James Hausauer, Wastewater Util. Director	X			
Troy Hall, Water Utility Director	X			
Ben Dow, Public Works Operations Director	X			
Brenda Derrig, City Engineer	X			
Dan Portlock, Water Utility Engineer	X			
Scott Olson, Solid Waste Utility Engineer				

ATTEST:



 Troy B. Hall
 Water Utility Director

C: Tim Mahoney, Mayor
 Commissioner Strand
 Commissioner Piepkorn
 Commissioner Preston

MEMORANDUM
 June 3, 2022

To: Utility Committee

From: Troy B. Hall, Water Utility Director

Re: Project WA2255 – Filter Rehabilitation – Sole Source Request – Filter Underdrain System

Water Utility personnel are seeking approval of the attached Sole Source Request with Leopold to provide a filter underdrain system for Project WA2255, LSWTP Filter Rehabilitation. This Sole Source Request with Leopold was approved by the Finance Committee on May 31, 2022. The filter underdrain system provides structural support for the filter media and allows process water to pass through it and be collected. With the recommended change to Granular Activated Carbon (GAC) filter media in Project WA2255, a lower profile underdrain system is needed to allow for added height of the GAC filter media. Since the Leopold underdrain can uniquely solve the height issue for Project WA2255, this equipment is recommended as a sole source.

Project WA2255 will be funded through a low-interest State Revolving Fund (SRF) loan that has already been approved by the State of North Dakota Public Finance Authority (PFA). The Leopold proposal price is \$1,349,030 and is within the budget estimate from the Predesign Report for the project by Apex Engineering Group (Apex) and Carollo Engineering (Carollo).

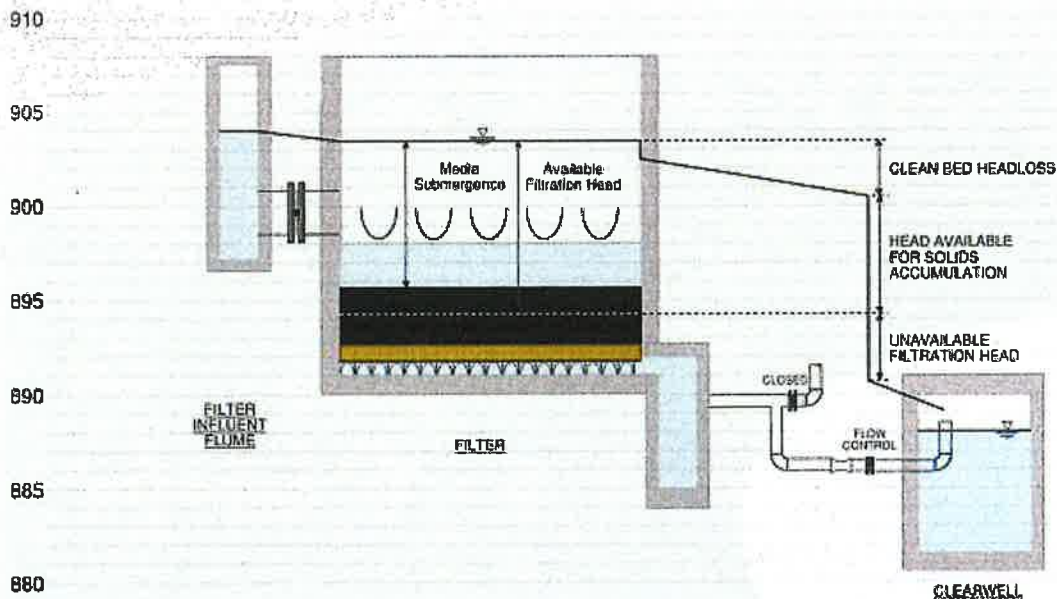


Figure 6 Filtration Hydraulics

Vertical profile of the filtration system, showing layers of sand and Granular Activated Carbon (GAC) supported by an underdrain system that allows water to pass through it.

The current anthracite coal filter media has been in service for 25 years and is at the end of the useful life in the 1997 Lime Softening Water Treatment Plant (LSWTP). GAC filter media is a more current filter design technology with several advantages over the current anthracite coal filter media. However, the pilot study report data shows that an additional height of GAC filter media needs to be installed to accomplish Project WA2255 objectives. Therefore, a lower profile underdrain system is required to make the filter hydraulics work properly. According to the Predesign Report, the filter underdrain has a long lead time and should be ordered ahead of overall project bidding. The North Dakota Department of Environmental Quality (DEQ) needs sole source documentation as supporting information for the SRF loan.

Financial Considerations

The filter rehabilitation project in the 1997 Lime Softening Water Treatment Plant is intended to be funded through an approved Drinking Water State Revolving Fund (SRF) loan. The filter underdrain system procurement will be funded under this loan. The filter rehabilitation project is in the 20-year Capital Improvement Plan (CIP) for the Water Utility and a 2022 budget line.

SUGGESTED MOTION:

Approve a sole source request with Leopold in the amount of \$1,349,030 to procure filter underdrain system for Project WA2255, LSWTP Filter Rehabilitation.

Your consideration in this matter is greatly appreciated.



Sole Source and Piggyback Procurement Form

Sole Source and Piggyback Justification for Procurement

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

Vendor Name:

Leopold

Estimated Dollar Amount of Purchase:

\$1,349,030

The project/service is required to:

Procure filter underdrain equipment for the 1997 Lime Softening Water Treatment Plant (LSWTP). This equipment is for Project WA2255, LSWTP Filter Rehabilitation. The underdrain is the structural support system for the water filtration media. Due to the long lead time for equipment manufacturing/delivery, this equipment is recommended to be ordered ahead of project bidding.

Project WA2255 is to be loan funded under an approved SRF loan. The project is in the 2022 budget and in the Water Utility 20-year Capital Improvement Plan (CIP). The sole source documentation is also needed for our regulators under the project State Revolving Fund (SRF) loan program.

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

With Project WA2255, an additional height of Granular Activated Carbon (GAC) filter media will be utilized after over a year of filter pilot testing and engineering analysis. Leopold underdrain block provides a low-profile underdrain system that will replace the current sand and gravel underdrain system (support system for the water filtration media). Thus, the Leopold underdrain block will reduce the underdrain height to allow for the additional GAC media height. The sole source rationale for the Leopold underdrain system has been reviewed by consulting engineers, state regulators, and Water Utility staff.

Under Project WA2255, the GAC media will replace the current anthracite coal media that has been in service for 25-years and at the end of its useful life. The GAC media has several water treatment benefits that the anthracite coal media does not.

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

With Project WA2255, an additional height of Granular Activated Carbon (GAC) filter media will be utilized after over a year of filter pilot testing and engineering analysis. Leopold underdrain block provides a low-profile underdrain system that will replace the current sand and gravel underdrain system (support system for the water filtration media). Thus, the Leopold underdrain block will reduce the underdrain height to allow for the additional GAC media height. The sole source rationale for the Leopold underdrain system has been reviewed by consulting engineers, state regulators, and Water Utility staff.

Under Project WA2255, the GAC media will replace the current anthracite coal media that has been in service for 25-years and at the end of its useful life. The GAC media has several water treatment benefits that the anthracite coal media does not.

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

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

With Project WA2255, an additional height of Granular Activated Carbon (GAC) filter media will be utilized after over a year of filter pilot testing and engineering analysis. Leopold underdrain block provides a low-profile underdrain system that will replace the current sand and gravel underdrain system (support system for the water filtration media). Thus, the Leopold underdrain block will reduce the underdrain height to allow for the additional GAC media height. The sole source rationale for the Leopold underdrain system has been reviewed by consulting engineers, state regulators, and Water Utility staff.

Under Project WA2255, the GAC media will replace the current anthracite coal media that has been in service for 25-years and at the end of its useful life. The GAC media has several water treatment benefits that the anthracite coal media does not.

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

N/A

Signature: Troy B. Hall
(Requestor)

Printed Name: Troy B. Hall

Department: Water Treatment Plant

Title: Water Utility Director

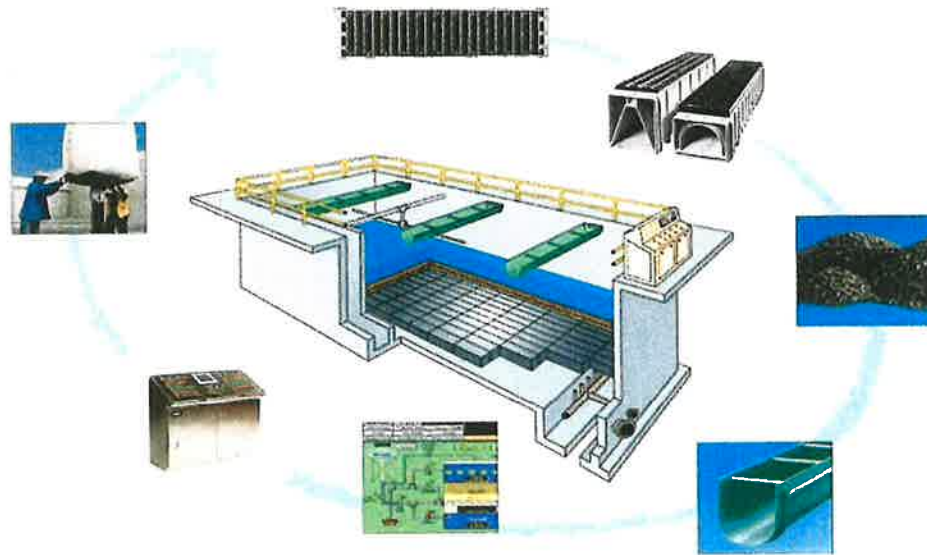
Date: 5/26/2022

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

TBH (Requestor initials)

Filter Proposal

Fargo ND WTP



5-4-22



Xylem Water Solutions USA, Inc.
108 Tomlinson Drive, Suite 400
Zelienople, PA 16063
Mr. Bruce Wolfe
Mobile: 724-504-0366
Email: bruce.wolfe@xylem.com

5-4-22

Project name : Fargo ND WTP
Project number : I19074

City of Fargo, ND:

We are pleased to forward the following proposal to your attention. Thank you for the opportunity to offer our filter equipment and services for the Fargo ND WTP project.

We hope that our proposal meets your expectation. If you have any questions, please do not hesitate to contact me or our local representative.

Respectfully,

Bruce Wolfe
Territory Manager

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4.2	T&C's for proposal	Error! Bookmark not defined.

1 Technical Description

1.1 SCOPE OF SUPPLY

We are pleased to offer the following materials and services by Xylem Water Solutions USA, Inc. This quotation has been prepared using specification section 13224A – Filter Underdrain System – Pre-Procurement.

FILTER UNDERDRAIN SYSTEM:

LEOPOLD UNIVERSAL® TYPE XA® UNDERDRAIN:

Under this section, we propose to furnish Leopold Universal® Type XA® Underdrain of the Dual/Parallel Lateral type, manufactured from corrosion resistant, high density polyethylene for installation in (6) dual cell filters (12 total filter cells). Each filter cell measures 15'-0" lateral run x 30'-0". The total filter area is 5,400 square feet.

The blocks shall be arranged end-to-end and mechanically joined with an O-ring to form continuous underdrain laterals approximately equivalent to the length of the filter cell. The joints shall be gasketed, bell and spigot type with internal alignment tabs for proper alignment, and be air and water tight. Joints shall be snap-lock type so that the blocks are joined with integral interlocking snap lugs and lug receptors for ease of assembly and installation of the laterals, and supplied with 316 stainless steel "U" anchor rods. Epoxy, sealant, bonding agents, or other similar materials used during installation are not included and to be provided by the installing contractor.

Note – The three-year warranty described in 1.03 D is included as part of this proposal.

I.M.S® 200 MEDIA RETAINER:

Under this section, we propose to furnish 5,400 square feet of I.M.S® 200 media retainer. The scope includes molded thermoplastic I.M.S® 200 media retainer factory installed onto the proposed Leopold Universal® Type XA® block prior to shipment.

AIR HEADER PIPING:

The existing Leopold air header piping in the flume shall be reused for the new Type XA underdrain system. The riser pipes will need approximately 2" cut off each pipe to accommodate the Type XA underdrain.

MONOLITHIC GROUT POUR INSTALLATION HARDWARE:

In Section 13224A (2.03 E. 1 thru 3) requires the underdrain manufacturer to provide the leveling and mono-pour installation hardware.

Under this section, we propose to furnish hardware required for a monolithic grout pour installation.



The bottom support channel, top hold down angle and all thread rods will be 316 SS for 12 filter cells.

The following items are included by Leopold for the mono-pour installation:

- ◆ (2,160) linear feet of 316 stainless steel bottom support/leveling channel
- ◆ (2,160) linear feet of 316 stainless steel top 2.5" x 2.5" x 3/16" hold down angle
- ◆ (960) 3/8" 316 stainless steel all thread rods cut to the proper length, along with the required 316 ss washer and nuts.

1.2 SERVICES

MANUFACTURER'S SERVICES (FILTER EQUIPMENT):

The services of a qualified Leopold technical representative to instruct the Contractor's personnel about the proper installation technique of the **filter equipment** will be provided for a period of (30) days (8 hr/day) on site plus (20) days travel time to and from the job-site in (10) trips.

Note – included in this proposal in addition to the above services is the cost for the pre-installation meeting for a Leopold representative.

2 Technical Clarification & Deviations

1. No clarifications to the specifications.

3 Price & Scope of Supply

3.1 MAIN SCOPE

BASIS of PRICING:

Any items and/or accessories not specifically called out in this quotation must be construed as being furnished by others.

This quotation is considered firm for 90 days. Orders received more than 90 days after the date of this quotation are reviewed by Xylem Water Solutions USA, Inc before acceptance and are subject to changes in prices or delivery depending on conditions existing at the time of entry. Quoted prices are firm for delivery within 12 months from the delivery date stipulated in the plans & specifications or mutually agreed upon by Xylem Water Solutions USA, Inc. and Purchase Order issuer at time of order placement.

The taxes called out in section 1.01 F. (North Dakota, Fargo and Cass County taxes) totaling 7.5% are included.

Orders resulting from this quotation should be addressed to Xylem Water Solutions USA, Inc. 108 Tomlinson Drive, Suite 400., Zeligonle, PA, 16063, USA.



We propose to furnish the material described in this document for a **total selling price of \$1,349,030. Taxes included.**

All prices are DAP Job Site.

For further information pertaining to the equipment contained in this proposal, please contact me or our area representative, who is:

Vessco, Inc.
8217 Upland Circle
Chanhassen, MN 55317
Phone: 952-941-2678

Attention: Clark Corbett

Pricing is based on the following payment terms (net 30 days):

- 10% following initial submittal for approval**
- 70% following the date of the respective shipments of the product**
- 5% following installation of Filter Set 1**
- 5% following start-up of Filter Set 1**
- 5% following installation of Filter Set 2**
- 5% following start-up of Filter Set 2**



4 Commercial Terms & Conditions

4.1 DELIVERY SCHEDULE

4.1.1 Production schedule

Submittal of mechanical drawings for approval 4 to 6 weeks after order acceptance.

4.1.2 Delivery time

Delivery of filter underdrain 14 to 16 weeks after drawing approval.

4.2 TERMS AND CONDITIONS OF SALE – NORTH AMERICA

This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted. Terms are available at <http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx> and incorporated herein by reference and made a part of the agreement between parties.

Different terms are hereby rejected unless expressly assented to in writing.

AGREEMENT TO PURCHASE: BUYER agrees to purchase the equipment and services herein in accordance with the terms and conditions set forth above.

ACCEPTANCE: SELLER hereby accepts BUYER'S offer to purchase.

(BUYER)

Xylem Water Solutions USA, Inc.

BY: _____

BY: _____

_____, 20____

_____, 20____



Water | Transportation | Municipal | Facilities

701.373.7980
4733 Amber Valley Parkway South
Fargo, ND 58104

March 18, 2022

Bryan Schmitt, EIT
North Dakota Department of Environmental Quality
918 East Divide Avenue
Bismarck, ND 58501

**RE: Filtration Improvements – Lime Softening Water Treatment Plant (LSWTP)
Equipment Selection – Sole Source Procurement**

Bryan:

As we discussed a few weeks ago, the City of Fargo is currently undertaking a project to improve their filtration system. The City's intent is to utilize Drinking Water SRF funding for the project. Major improvements include the following items:

- Filter Underdrain Replacement
- Media Replacement with Granular Activated Carbon (GAC)

These items and their need are described in the various Technical Memoranda and Reports that have been completed and sent to you. In addition, the GAC underwent an extensive pilot study that your agency was involved with.

We have previously discussed the City's desire to pre-procure the filter underdrain and GAC media. The City's wishes to complete the improvements during the winter of 2022-23 and these items have a long lead time, which necessitate their early procurement. GAC procurement will be completed by solicitation of the two media manufacturers shown to work best in the pilot study, and underdrain procurement will be by sole source. Sole source procurement of the underdrain and solicitation for GAC procurement is justified as follows:

Filter Underdrain

The new block underdrain system will replace the existing Leopold block underdrain system, which has reached the end of its useful life.

To maximize media depth without raising the filter launders, low profile, plastic block underdrains with media retention caps have been recommended for use in the filter improvements. While there are several block underdrain system manufacturers, the Leopold XA and Type S Block with IMS-200 Media Retention Cap is the most suitable for use at the City of Fargo's Lime Softening Water Treatment Plant. There are a number of ways in which block underdrain systems differ, but the Leopold system exhibits significantly better performance on three key metrics that will be important for Fargo – pressure rating, flow distribution, and use in biological filtration.

- Pressure rating is important as underdrain blocks need to be resistant to uplift failure – one of the most common failures for these systems. The underdrain system at the LSWTP is bottom fed, making the uplift resistance particularly critical. The Leopold system has the maximum rated pressure of available block underdrains, with a rating of 15 psi. Alternative low-profile underdrains have laterals that are 1'-6" wide, which allows for 50% fewer hold down anchors and have historically been failure prone, when fed from below.

- The ability for blocks to distribute backwash flow evenly is significant for getting the entire filter clean and prevent mud-balling or other issues in the corners. Other low profile underdrain systems (such as folded metal) only cover a portion of the filter surface making them more susceptible to maldistribution and more challenging to clean.
- Lastly, some biological activity is likely occurring in the filters at the LSWTP, as they are down stream of ozone. This activity provides benefits of increased carbon removal and water stabilization prior to the distribution system. One of the challenges with biological activities is that it can lead to fouling in the underdrain if there is excess activity. The Leopold system utilizes slots in the media retention caps for water passage and media retention. This slotted style is compatible with biological filtration, as compared to a sintered-bead style utilized by other manufacturers, which is prone to fouling in biological conditions.

Granular Activated Carbon (GAC) Media

As you are aware, the City of Fargo has been performing a significant pilot study to determine the appropriate media for use on this improvement. Pilot data indicates that 36 inches of GAC over 10 inches of sand provides optimal performance with respect to turbidities, organics, MIB, and Geosmin removal.

The pilot study showed two GAC media that performed well. They are the Calgon F300 and the Norit GAC 300. The other GAC media used in the pilot study did not perform as well and were eliminate from consideration. The City will be soliciting cost proposals from each of these manufacturers and basing their procurements on these proposals.

Each procurement will follow the City's procurement processes. We firmly believe that the project and the public will be best served by a sole source procurement of the underdrains and soliciting proposals from the two GAC manufacturers. We request your consideration to allow this to occur under the Drinking Water State Revolving Fund (DWSRF) loan program.

If you have any questions or need further information, please do not hesitate to contact me.

Sincerely,

Apex Engineering Group, Inc.



Timothy J. Paustian, PE
Project Manager

REPORT OF ACTION

UTILITY COMMITTEE

29

Project No. N/A Type: Electrical Services Agreement

Location: Water Treatment Plant (435 14th Avenue South)

Date of Hearing: 11/22/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/28/22</u>
Project File	<u> </u>

Troy Hall, Water Utility Director, presented the attached memo regarding a 1-year extension of an Electrical Service Agreement with Sun Electric, Inc. (Sun Electric) for Water Utility electrical work. Expenses for this agreement are in the Water Plant operations budget. Sun Electric has been in a 2022 agreement with the Water Utility, which has worked very well. A primary goal of the agreement was employee safety in having a qualified electrician readily available for Water Utility work. Workflow and cost efficiency are additional benefits. An RFP was advertised in late-2021 for the Electrical Service Agreement. Sun Electric was lowest cost and qualified contractor. The RFP and agreement allow for four additional 1-year extensions. There will be a \$5/hour increase in the hourly rate for the 2023 agreement with Sun Electric.

MOTION:

On a motion by Jim Hausauer, seconded by Brenda Derrig, the Utility Committee voted to approve a 1-year extension of the Electrical Services Agreement with Sun Electric, Inc.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Denise Kolpack, City Commissioner	<u>X</u>			
Terri Gayhart, Director of Finance	<u>X</u>			
Brian Ward, Water Plant Supt.				
Mark Miller, Wastewater Plant Supt.	<u>X</u>			
Bruce Grubb, Temp. Asst. City Administrator	<u>X</u>			
Scott Liudahl, City Forester	<u>X</u>			
James Hausauer, Wastewater Util. Director	<u>X</u>			
Troy Hall, Water Utility Director	<u>X</u>			
Ben Dow, Public Works Operations Director				
Brenda Derrig, City Engineer	<u>X</u>			
Dan Portlock, Water Utility Engineer	<u>X</u>			
Scott Olson, Solid Waste Utility Director	<u>X</u>			

ATTEST:



Troy B. Hall
Water Utility Director

C: Tim Mahoney, Mayor
Commissioner Strand
Commissioner Piepkorn
Commissioner Preston

MEMORANDUM
November 18, 2022

To: Utility Committee

From: Troy B. Hall, Water Utility Director *TBH*

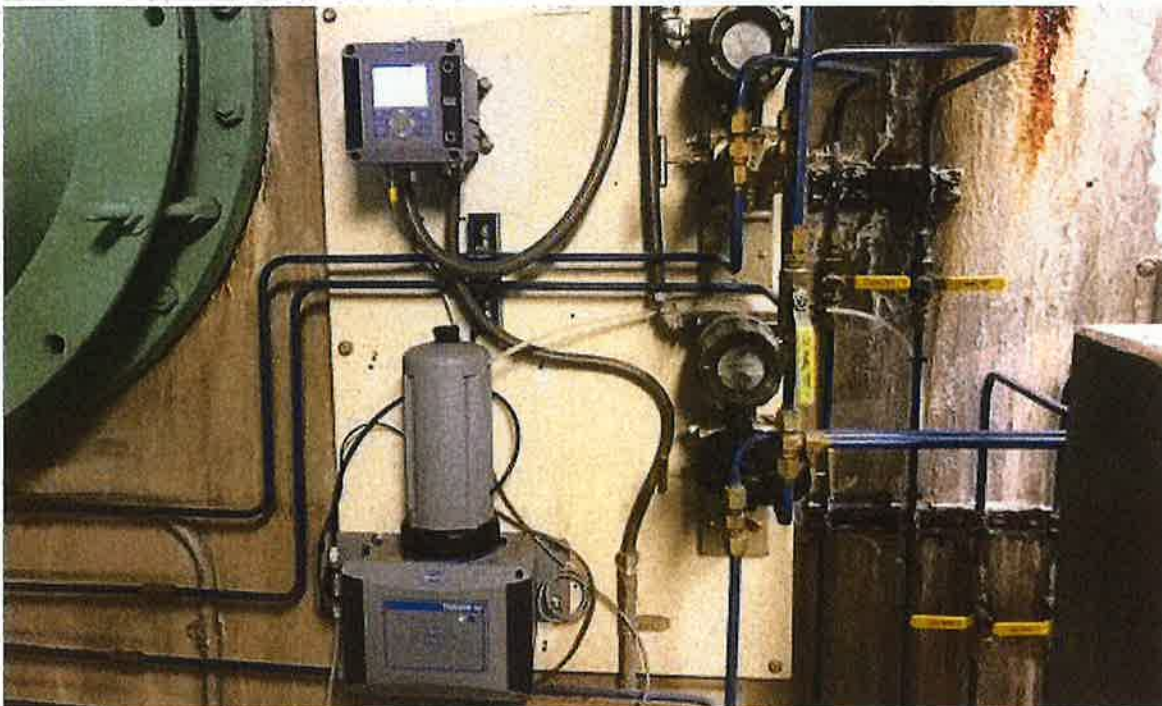
Re: WTP Electrical Services Agreement – One-Year Extension for 2023
(Sun Electric, Inc.)

Water Utility staff is requesting a 1-year extension with Sun Electric, Inc. (Sun) for electrical services for the Water Treatment Plant (WTP). It was a successful year in 2022 in utilizing the electrical services by Sun. The original agreement went through legal review by the City of Fargo. Funding for the extension is a specific line in the 2023 approved budget.

An RFP was advertised in late-2021 for electrical services. Sun was the selected electrical contractor for 2022 and had the lowest proposed hourly rate. The RFP stated that the selected electrical contractor could have up to four (4) agreement extensions of one (1) year. Sun has submitted an hourly rate of \$75/hour for 2023, an increase of \$5/hour.

Highlights for 2022 in using Sun for electrical services include:

- 42 electrical projects completed in WTP (as of mid-October)
- Estimated 204 man-hours saved for WTP staff in getting contractor quotes
- \$54,000 in savings in completing WTP electrical projects



Installation of new turbidity (water clarity) analyzer in the 1997 WTP, completed by Sun Electric, Inc. under the 2022 Electrical Services Agreement. Turbidity measurements regulated by the EPA.

A primary reason for the electrical services agreement is personnel safety. However, there have been several additional benefits in having the Sun agreement in 2022, including:

- Contractor has earned trust with staff
- Contractor now knows WTP work flow
- Contractor has 12 months of working experience at WTP equipment and systems
- Qualified personal working in area of electrical specialty
- Higher safety for qualified personal working in high voltage

Plan of Financing

There is funding in the 2023 WTP operations budget for an Electrical Services Agreement. It is the Electricians budget line (Acct: 501-3051-441.34-05). This WTP budget is funded through Rate Revenue (Fund 501).

SUGGESTED MOTION:

Approve a 1-year extension of the Electrical Services Agreement with Sun Electric, Inc for Calendar Year 2023.

Your consideration in this matter is greatly appreciated.

SUN ELECTRIC, INC.
Electrical Services Agreement

This Electrical Services Agreement is made effective as of January 01, 2022, by and between City of Fargo, a North Dakota municipal corporation, 225 4th Street North, and Sun Electric Inc., a North Dakota corporation.

Contractor desires to provide Electrical services to Owner and Owner desires to obtain such services from Contractor.

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

DESCRIPTION OF SERVICES. Beginning on January 01, 2022, Sun Electric will provide to City of Fargo residential Electrical Services and Electrical Repairs at the property of Owner located at: 435 14th Ave. S., Fargo, North Dakota, 58103. Specifically Contractor shall provide the following electrical services:

Provide electrical services for the water treatment plant
Provide on-call service for the water treatment plant

CONTRACT DOCUMENTS. The parties hereto understand and agree this agreement is comprised of the following documents; (1) Electrical Services Agreement; (2) Request for Proposals; (3) Proposal; (4) All required licenses, permits and certifications; and (5) Insurance Certificate naming the city of Fargo as an additional insured in an amount not less than \$ _____.

Subletting: Sun Electric shall not assign or sublet any portion of the work to be completed in accordance with this Agreement without first obtaining from City written consent

Independent Contractor: The parties hereto understand and agree that Sun Electric is an Independent Contractor and that the terms of this Agreement do not form an employment relationship between the city of Fargo or Sun Electric employees engaged in work pursuant to the terms of this Agreement.

SCOPE OF WORK. Contractor shall provide all labor, and perform all work necessary for the completion of the Electrical Services as described above.

Provide electrical contract services for the City of Fargo Water Treatment Plant for the 2022 year along with on-call services for the same year

PAYMENT. Payment shall be made to Sun Electric Inc., Fargo, North Dakota 58102. City of Fargo agrees to pay in installment payments of \$0.00 per 45 days.

TIME OF COMPLETION. Contractor shall commence the work to be performed under this Agreement on or before January 01, 2022 and shall substantially complete the work on or before December 31 , 2022.

In addition to any other right or remedy provided by law, if City of Fargo fails to pay for the Services when due, Sun Electric has the option to treat such failure to pay as a material breach of this Agreement, and may cancel this Agreement and/or seek legal remedies.

net 45 days

PERMITS. Contractor shall apply for and obtain such permits and regulatory approvals as may be required by the local municipal/county government, the cost thereof shall be included as part of Payment to the Contractor under this Agreement.

INSURANCE. Contractor shall maintain general liability, workers compensation and builder's risk Insurance.

SURVEY AND TITLE. The Owner will indicate the property lines to the Contractor and will provide boundary stakes by a licensed land surveyor if the Owners are in doubt about the property boundaries, .

ACCESS and Security. The Owner will allow free access to work areas for workers and vehicles and will allow areas for the storage of materials and debris. Driveways will be kept clear for the movement of vehicles during work hours. The Contractor will make reasonable efforts to protect driveways, lawns, shrubs, and other vegetation. Sun Electric shall be responsible for the security of the worksite, such access limited to days and times when City personnel are on site and available to oversee the work. Sun Electric shall identify the contractors performing services pursuant to the terms of this Agreement and shall attest to the Contractor's qualifications, including background clearance necessary to perform services in the Water Treatment Plant. City shall have the right to replace the service provider with another service provider identified by Sun Electric.

FINAL INSPECTIONS AND LIENS. Upon notification by the Contractor of substantial completion of the work, the Owner and the Contractor shall inspect the work performed, and shall identify any incomplete work or deficiencies in workmanship or materials. When the Owner finds the work is completed, the Owner shall pay the Contractor any balance of the Payments to the Contractor. Upon receiving the payment the Contractor shall deliver the Owner a release of all liens.

INDEMNIFICATION. Sun Electric agrees to indemnify and hold City of Fargo harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against City of Fargo that result from the acts or omissions of Sun Electric and/or Sun Electric's employees, agents, or representatives.

WARRANTY. Sun Electric shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Sun Electric's community and region, and will provide a standard of care equal to, or superior to, care used by contractors similar to Sun Electric on similar projects.

COMPLETION OF SERVICES. Upon the completion of the Electrical services by the Contractor, Contractor shall see to it that Owner's property is restored to the condition they were in prior to the entry by the Contractor, and the Contractor shall see to it that all portions used by the Contractor during the term of this Agreement shall be broom clean and free of debris.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Agreement:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.

d. The failure to make available or deliver the Services in the time and manner provided for in this Agreement.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have _____ days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of North Dakota.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

SIGNATORIES. This Agreement shall be signed on behalf of City of Fargo by Troy B. Hall, Water Utility Director, and on behalf of Sun Electric by Harry Chyle, President and effective as of the date first above written.

Owner:
City of Fargo Water Treatment Plant

By: _____ Date:
Troy B. Hall
Water Utility Director, City of Fargo

Contractor: Sun
Electric Inc.

By: _____ Date:
Harry Chyle
President

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

31

Improvement District No. BR-22-B1 Type: Time Extension (Change Order #3)
 Location: 7th Ave N, from 1st St N – Elm St N & Oak St N from 5th Ave N to 8th Ave N Date of Hearing: 11/21/2022

Routing Date
 City Commission 11/28/2022
 PWPEC File X
 Project File Will Bayuk

The Committee reviewed the accompanying correspondence from Project Manager, Will Bayuk, regarding a time extension (Change Order #3) requested by Key Contracting. This time extension is for the Substantial and Final Completion Dates and is needed due to weather related delays:

Staff is recommending approval of the time extension (Change Order #3) as shown below:

Current Completion Dates	Revised This Memo
Substantial – October 17, 2022 Final – November 16, 2022	Substantial – October 19, 2022 Final – November 18, 2022

On a motion by Steve Sprague, seconded by Bruce Grubb, the Committee voted to recommend approval of the time extension (Change Order #3) as described above to Key Contracting.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the time extension (Change Order #3) to the Substantial and Final Completion Dates bringing the dates to October 19 and November 18, 2022, respectively, to Key Contracting.

PROJECT FINANCING INFORMATION:


Recommended source of funding for project: WW, Water, Storm, Traffic/Street Light Utility, Sales Tax & Special Assessments

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

COMMITTEE

	Present	Yes	No	Unanimous
				<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"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


 Brenda E. Derrig, P.E.
 City Engineer

C: Kristi Olson

Memorandum

To: Members of PWPEC
From: Will Bayuk, Project Engineer
Date: November 17, 2022
Re: Improvement District No. BR-22-B1 – Time Extension (Change Order #3)

Background:

Improvement District No. BR-22-B1 is for the Rehab/Reconstruction 7th Avenue North from 1st Street North to Elm Street North, and Oak Street North from 5th Avenue North to 8th Avenue North.

Key Contracting Inc. is the Prime Contractor for this project.

Change Order #3

Key Contracting is requesting a time extension of 3 days to the Substantial Completion and Final Completion Dates. Key Contracting was prepared and ready to pave asphalt on the project on Monday October 17, 2022. Due to the untimely cold weather, the Project Engineer requested Key Contracting to postpone asphalt paving on the project by 2 days until the weather was warmer. The weather delayed the project 2 days.

It is my recommendation to allow a 2-day time extension.

Recommended Motion:

Approve the Time Extension (Change Order #3) of 2 days as shown below:

Current Completion Dates	Revised This Memo
Substantial – October 17, 2022 Final – November 16, 2022	Substantial – October 19, 2022 Final – November 18, 2022

Summary.

Source Of Funding	Waste Water Utility Funds, Water Utility Funds, Storm Utility Funds, Traffic/Street Light Utility Funds, Street Sales Tax Funds, Special Assessments
Net Amount Change Order # 3 (\$)	\$0.00
Previous Change Orders (\$)	\$34,308.25
Original Contract Amount (\$)	\$2,333,313.10
Total Contract Amount (\$)	\$2,367,621.35

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	10/17/2022	Current Final Completion Date	11/16/2022
Additional Days Substantial Completion	2	Additional Days Final Completion	2
New Substantial Completion Date	10/19/2022	New Final Completion Date	11/18/2022
		Interim Completion Dates	

APPROVED
For Contractor
Title

Thomas Martin
President

APPROVED DATE
Department Head
Mayor
Attest

T. Cole 11/22/22

Key Contracting, Inc.

245 7th Avenue NE
West Fargo, North Dakota 58078
Phone: (701) 238-8192
Fax: (701) 356-0166
Internet: keycontracting.com



CHANGE ORDER REQUEST

Request: 5
Date: 10/14/2022
Project: BR-22-B1 - Oak and Elm
Project Location: Fargo, ND
Request for: Wear Course Paving

Narrative: This is no cost Change Order Request. We are at the stage of the project where we have scheduled wear course paving. The best weather next week for wear course paving is Wednesday, October 19. The revised substantial completion date October 17. We request 3 additional days to substantial completion so that that we can utilize the best weather for wear course paving next week.

Substantial Completion - Revised by CO2	10/17/2022
Final Completion - Revised by CO2	11/16/2022
Substantial Completion - Revised by This CO	10/20/2022
Final Completion - Revised by This CO	11/16/2022

Key Contracting, Inc.

A handwritten signature in black ink, appearing to read "M. Janda", is written over a horizontal line.

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PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Improvement District No. PR-21-F1 Type: Negative Final Balancing Change Order #2

Location: 13th Ave S, 21st St – 28th St S Date of Hearing: 11/21/2022

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/28/2022</u>
PWPEC File	<u>X</u>
Project File	<u>Jeremy Engquist</u>

The Committee reviewed the accompanying correspondence from Project Manager, Jeremy Engquist, for Negative Final Balancing Change Order #2 in the amount of \$-206,193.86, 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 \$-206,193.86, bringing the total contract amount to \$1,583,292.14.

On a motion by Steve Sprague, seconded by Bruce Grubb, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Dakota Underground.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of \$-206,193.86, bringing the total contract amount to \$1,583,292.14 to Dakota Underground.

PROJECT FINANCING INFORMATION:


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

	<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"/>	Mark Williams
Steve Dirksen, Fire Chief	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Michael Redlinger, Interim City Administrator	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Bruce Grubb
Ben Dow, Director of Operations	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Steve Sprague, City Auditor	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Brenda Derrig, City Engineer	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Terri Gayhart, Finance Director	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

ATTEST:


Brenda E. Derrig, P.E.
City Engineer

C: Kristi Olson



CHANGE ORDER REPORT

**CONCRETE PAVING REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. PR-21-F1
13TH AVE S FROM 21ST ST S TO 28TH ST S**

Final Balancing
Change Order

Change Order No 2 Change Order Date 11/10/2022
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 # 2

Final Balancing Change Order

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
Paving	1	Temp Fence - Safety	LF	600		600	-600	0	\$5.00	-\$3,000.00
	2	Repair Inlet	EA	8		8	-8	0	\$3,000.00	-\$24,000.00
	3	Modify Inlet Type A	EA	6		6	-5	1	\$1,500.00	-\$7,500.00
	4	Modify Inlet Type B	EA	4		4	-4	0	\$2,500.00	-\$10,000.00
	5	Repair Pavement - Partial Depth Conc	SF	500		500	-195	305	\$105.00	-\$20,475.00
	6	Rem & Repl Pavement 10" Thick Doweled Conc	SY	5290		5290	-227.4	5062.6	\$165.00	-\$37,521.00
	7	Remove Curb & Gutter	LF	1038		1038	144	1182	\$9.00	\$1,296.00
	8	F&I Curb & Gutter Standard (Type II)	LF	1038		1038	89	1127	\$44.00	\$3,916.00
	9	F&I Median Nose Conc	SY	45		45	-21	24	\$300.00	-\$6,300.00
	10	F&I Sidewalk Curb	LF	130		130	-94	36	\$50.00	-\$4,700.00
	11	Remove Sidewalk All Thicknesses All Types	SY	982		982	-233	749	\$16.00	-\$3,728.00

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 (\$)
	12	F&I Sidewalk 4" Thick Reinf Conc	SY	318		318	172	490	\$65.00	\$11,180.00
	13	F&I Sidewalk 6" Thick Reinf Conc	SY	300		300	-64	236	\$75.00	-\$4,800.00
	14	F&I Impressed 6" Thick Reinf Conc	SY	300		300	-177	123	\$120.00	-\$21,240.00
	15	F&I Det Wam Panels Cast Iron	SF	262		262	-14.8	247.2	\$60.00	-\$888.00
	16	F&I Casting - Inlet	EA	8		8	6	14	\$1,800.00	\$10,800.00
	17	F&I Casting - Std Manhole	EA	4		4	-3	1	\$800.00	-\$2,400.00
	18	F&I Casting - Floating Manhole	EA	9		9	7	16	\$1,800.00	\$12,600.00
	19	Casting to Grade - w/Conc	EA	32		32	10	42	\$800.00	\$8,000.00
	20	GV Box to Grade - w/Conc	EA	6		6	-2	4	\$600.00	-\$1,200.00
	21	Repair Pavement - Patch Asph	SY	60		60	-44	16	\$150.00	-\$6,600.00
	22	F&I Traffic Surface Gravel	Ton	400		400	-400	0	\$30.00	-\$12,000.00
	23	Mill / Grind Conc Pvmt	SY	9000		9000	-3776	5224	\$10.00	-\$37,760.00
	24	Mulching Type 1 Hydro	SY	2000		2000	-923	1077	\$5.00	-\$4,615.00
	25	Seeding Type C	SY	2000		2000	-923	1077	\$5.00	-\$4,615.00
	26	Inlet Protection - Existing Inlet	EA	30		30	-3	27	\$200.00	-\$600.00
	28	Construction Signing	SF	120		120	-36	84	\$11.00	-\$396.00
	29	Flagging	MHR	1400		1400	-1347	53	\$30.00	-\$40,410.00
	31	F&I Rock Mulch	Ton	15		15	-11.2	3.8	\$140.00	-\$1,568.00
								Paving Sub Total		-\$208,524.00
Signing	32	Relocate Sign Assembly	EA	7		7	-3	4	\$225.00	-\$675.00
	33	F&I Flexible Delineator	EA	7		7	-2	5	\$100.00	-\$200.00
								Signing Sub Total		-\$875.00
Pavement Marking	34	F&I Grooved Plastic Film 4" Wide	LF	400		400	101	501	\$7.00	\$707.00

Section	Line No	Item Description	Unit	Orig Cont Qty	Prev C/O Qty	Prev Cont Qty	Curr C/O Qty	Tot Cont Qty	Unit Price (\$)	C/O Ext Price (\$)
	35	F&I Grooved Plastic Film 6" Wide	LF	800	800	800	-800	0	\$10.00	-\$8,000.00
	36	F&I Grooved Plastic Film 8" Wide	LF	800	800	800	362	1162	\$12.00	\$4,344.00
	37	F&I Grooved Plastic Film 16" Wide	LF	80	80	80	186	266	\$22.00	\$4,092.00
	38	F&I Grooved Plastic Film 24" Wide	LF	600	600	600	170	770	\$37.00	\$6,290.00
	39	F&I Grooved Plastic Film Message	SF	350	350	350	-270	80	\$35.00	-\$9,450.00
	40	F&I Grooved Contrast Film 7" Wide	LF	800	800	800	60	860	\$13.00	\$780.00
	41	Paint Epoxy Line 4" Wide	LF	600	600	600	275	875	\$3.00	\$825.00
	42	Paint Epoxy Line 8" Wide	LF	300	300	300	78	378	\$6.00	\$468.00
	43	Paint Epoxy Message	SF	600	600	600	-364	236	\$20.00	-\$7,280.00
	44	Obliterate Pavement Markings	SF	1000	1000	1000	-550	450	\$5.00	-\$2,750.00
									Pavement Marking Sub Total	-\$9,974.00
Traffic Signals	45	F&I Detection In-Ground Loop	EA	2	2	2	-2	0	\$2,888.00	-\$5,776.00
	46	F&I Detection Preformed Loop	EA	16	16	16	10	26	\$1,155.00	\$11,550.00
	48	F&I Ped Push Button Post	EA	7	7	7	5	12	\$1,285.00	\$6,425.00
	50	F&I Conduit 1.5" Dia	LF	100	100	100	15	115	\$25.50	\$382.50
	51	Rem & Repl Pull Box Cover	EA	5	5	5	-1	4	\$680.00	-\$680.00
									Traffic Signals Sub Total	\$11,901.50
Change Order 1	52	Clean & Seal Concrete Joints	LF	702	700	700	702	1402	\$1.82	\$1,277.64
									Change Order 1 Sub Total	\$1,277.64

Summary.

Source Of Funding

Net Amount Change Order # 2 (\$)

Previous Change Orders (\$)

Original Contract Amount (\$)

Total Contract Amount (\$)

Street Sales Tax Funds, State Funds (Prairie Dog), and Special Assessments

-\$206,193.86

\$4,274.00

\$1,785,212.00

\$1,583,292.14

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

6/15/2022

Additional Days Substantial Completion

0

New Substantial Completion Date

6/15/2022

Current Final Completion Date

7/15/2022

Additional Days Final Completion

0

New Final Completion Date

7/15/2022

Interim Completion Dates

APPROVED
For Contractor
Title

11/10/22

Bob Jellon
Dakota Underground Company
Project Manager

APPROVED DATE
Department Head
Mayor
Attest

T. Cole 11/22/22