FARGO CITY COMMISSION AGENDA
Monday, November 9, 2026 - 3:00 p.m.

Executive Session at 3:00 p.m.

Roll Call.

**PLEASE NOTE:** The City Commission will convene at 3:00 p.m. and retire into Executive Session in the Red River Room for the purpose of discussing negotiating strategy and/or providing negotiating instructions to its attorney or other negotiator regarding ongoing contract negotiations with Kilbourne, LLC relating to the convention center project, which to discuss these matters in an open meeting will have a negative fiscal effect on the bargaining position of the City. Thus, an Executive Session for this matter is authorized pursuant to North Dakota Century Code 44-04-19.1, subsection 9 and North Dakota Century Code § 44-04-19.2, subsection 1.

Regular Meeting at 5:00 P.M.

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

A. Pledge of Allegiance.

B. Roll Call.

C. Approve Order of Agenda.

D. Minutes (Regular Meeting, October 26, 2026).

**CONSENT AGENDA:**

1. Applications for property tax exemptions for improvements made to buildings.

2. Receive and file an Ordinance Amending Section 38-0101 of Article 38-01 of Chapter 38 of the Fargo Municipal Code Relating to the Creation of City Street Lighting and Traffic Control Devices System.

3. 1st reading of an Ordinance Enacting Section 8-1027 of Article 8-10 of Chapter 8 of the Fargo Municipal Code Relating to Winter Parking Restrictions and an Ordinance Amending Section 1-0305 of Article 1-03 of Chapter 1 of the Fargo Municipal Code Relating to Classification of Ordinance Violations.

4. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 8-2002 of Article 8-20 of Chapter 8 of the Fargo Municipal Code Relating to Operation of Motorized Scooters-Regulations; 1st reading, 10/26/26.

5. 2nd reading, waive reading and final adoption of an Ordinance Amending Section 8-0101 of Article 8-01 of Chapter 8 of the Fargo Municipal Code Relating to Definitions; 1st reading, 10/26/26.

6. Applications for Games of Chance.

7. Resolution Amending Governance Policies of the Board of City Commissioners of the City of Fargo.

8. Bid award to Border States Paving Inc. in the amount of $9,488,877.69 for Improvement District No. BR-26-G1.

9. Change Order No. 1 in the amount of $31,746.32 for Improvement District No. BN-25-F1.

10. Asphalt roadway alternative for Improvement District No. PN-27-B1.

11. Create Improvement District No. BR-27-B and adopt Resolution of Necessity (Paving and Utility Rehab/Reconstruction).

12. Negative Final Balancing Change Order No. 2 in the amount of -$74,580.80 for Project No. SR-26-B1.

13. Change Order No. 4 in the amount of $12,500.00 and a time extension to the Substantial and Final Completion Dates to 11/6/2026 and 11/20/2026 for Project No. UR-26-A1.

14. Updated Red River Bridge Maintenance Agreement between City of Moorhead, City of Fargo, Park District of the City of Fargo and Clay County.

15. Maintenance Certification for Urban Federal Aid Projects for the North Dakota Department of Transportation.

16. Removal of on-street parking on the east side of 38th Street North between 12th and 15th Avenue and place "No Parking" signs by November 15, 2026.

17. Temporary closure of 64th Avenue South from 45th Street to Veterans Boulevard until paving is completed in 2027.

18. Items from FAHR meeting:
    a. Receive and file Sales Tax update - Accrual Basis.
    b. Receive and file Budget to Actual.
    c. ND Department of Health and Human Services grant award G25.908 CFDA No. 93.994 in the amount of $11,600.00.
    d. Resolution authorizing the 2026 sale of City of Fargo retired Police vehicles through Steffes Group, the City's contracted auction provider.
    e. Recommendation of the Fargo Dome Authority to reallocate monies from previously approved 2026 & 2027 FARGODOME capital budgets and proceed with replacement and repair of gear box drive for FARGODOME football turf conversion system by Gordon Turf Conversion Equipment (EX26335).
    f. ND Department of Emergency Services Division of Homeland Security CFDA No. 20.703 in the amount of $11,958.40 with a cost share of $2,989.60 and related budget adjustment.

19. Agreement with R.L. Engebretson Architects Fargo LLC for professional architectural services for Fargo Fire Training Facility (RFP26096).

20. Piggyback purchase with ESRI Small Municipal and County Government Enterprise Agreement from 1/26/27 to 1/25/30 (PBC24008).

21. Price quotation from DLT for various AutoCAD licenses.

22. Bid award to Grotberg Electric Inc. in the amount of $214,620.00 for the purchase of a 200-kW generator including 1,000-amp electrical service with 800-amp transfer switch (RFP26294).

23. Authorization request from the Solid Waste Department to advertise for bids for Cell No. 22 construction at the landfill (Project No. SW 26-03).

24. Agreement with Minnesota State Community and Technical College (M-State) for 2026-2027 U-Pass Transit Services.

25. Settlement Agreement and Release with Capital Exteriors to reduce the amount paid by $30,000.00 for Lead Service Line Replacement Project (Project No. WA2505).

26. Amendment No. 1 to Task Order No. 38 with AE2S to increase not-to-exceed amount an additional $50,000.00 for Lead Service Line Replacement Project (Project No. WA2403).

27. Change Order No. 2, Final Balancing Change Order with Johnson and Schock Excavating, LLC in the amount of $103,612.50 for Lead Service Line Replacement Project (Project No. WA2509).

28. Bills.

**REGULAR AGENDA:**

29. Request from the Fire Department to overfill upcoming recruit academy by one firefighter position to help maintain adequate staffing levels and account for potential attrition during recruitment and training process; delayed from 10/26/26 Regular Meeting.

30. 2026 City of Fargo Payment in Lieu of Tax Exemption (PILOT) Incentive Tracking Report.

31. Presentation on the 2027 legislative priorities.

32. Construction update.

33. Liaison Commissioner assignment updates.

34. **PUBLIC COMMENTS (2.5 minutes will be offered for comment with a maximum of 30 minutes total for all public comments. Individuals who would like to address the Commission, whether virtually or in person, must sign-up here).**

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.

CITY OF Fargo

ASSESSMENT DEPARTMENT

November 5, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Attached are the applications for property tax exemptions for improvements made to buildings for the November 9, 2026 City Commission meeting agenda.

Mike Splonskowski
City Assessor

nlb
attachment

225 4th Street N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

CITY OF Fargo

ASSESSMENT DEPARTMENT

October 21, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Teresa Schneider. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $744 with the City of Fargo's share being $126.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

# Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

**N.D.C.C. ch. 57-02-2**

(File with the city assessor or county director of tax equalization)

**Property Identification**

1. Legal Description of the property for which exemption is claimed _____

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner **SCHNEIDER, TERESA** Phone No. _____

5. Mailing Address of Property Owner _____

**Description Of Improvements For Exemption**

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). kitchen remodel, master bedroom remodel moved and added walls in the basement to make bedrooms more functional

7. Building permit No. **26030455** 8. Year built (residential property) 1977

9. Date of commencement of making the improvements January 2026

10. Estimated market value of property before the improvements $ 425,000

11. Cost of making the improvement (all labor, material and overhead) $ 385,000

12. Estimated market value of property after the improvements $ unknown

**Applicant's Certification And Signature**

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant [signature] Date 8.19.26

**Assessor's Determination And Signature**

14. The assessor/county director of tax equalization finds that the improvements described in this application (do) do not meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization [signature] Date 10-27-2026

**Action Of Governing Body**

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions: _____

Exemption is allowed for years 20 ___, 20 ___, 20 ___, 20 ___, 20 ___.

Chairperson _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

October 21, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Austin and Elaine Culp Joint RLT. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $580 with the City of Fargo's share being $99.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

# *Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings*

**N.D.C.C. ch. 57-02.2**

(File with the city assessor or county director of tax equalization)

**Property Identification**

1. Legal description of the property for which exemption is claimed _____

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner Austin & Elaine Culp Joint RLT Phone No. _____

5. Mailing Address of Property Owner _____

**Description Of Improvements For Exemption**

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Bath expansion - updated electrical panel

7. Building permit No. 25110195 8. Year built (residential property) 1967

9. Date of commencement of making the improvements 01-01-26

10. Estimated market value of property before the improvements $ 445,500.00

11. Cost of making the improvement (all labor, material and overhead) $ 150,000

12. Estimated market value of property after the improvements $ 595,500

**Applicant's Certification And Signature**

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Austin Culp Date 10-18-26

**Assessor's Determination And Signature**

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization _____ Date 10-27-2026

**Action Of Governing Body**

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐

Approval is subject to the following conditions: _____

Exemption is allowed for years 20___, 20___, 20___, 20___, 20___.

Chairperson _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

October 21, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Orven and Debra Swenson. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $209 with the City of Fargo's share being $36.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

# Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

**N.D.C.C. ch. 57-02.2**

(File with the city assessor or county director of tax equalization)

**Property Identification**

1. Legal description of the property for which exemption is claimed _____

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner Orven & Debra Swenson Phone No. _____

5. Mailing Address of Property Owner _____

**Description Of Improvements For Exemption**

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Replace siding

7. Building permit No. 26050405 8. Year built (residential property) 1987

9. Date of commencement of making the improvements 4/06/2026

10. Estimated market value of property before the improvements $ 437,400.00

11. Cost of making the improvement (all labor, material and overhead) $ 105,114.05

12. Estimated market value of property after the improvements $ 542,514.05

**Applicant's Certification And Signature**

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Orven J Swenson Date 10-14-2026

**Assessor's Determination And Signature**

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization _____ Date 10-26-2026

**Action Of Governing Body**

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐

Approval is subject to the following conditions: _____

Exemption is allowed for years 20___, 20___, 20___, 20___, 20___.

Chairperson _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

October 21, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Richard and Janice Hanson. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $124 with the City of Fargo's share being $21.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

# Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

N.D.C.C. ch. 57-02.2

(File with the city assessor or county director of tax equalization)

**Property Identification**

1. Legal description of the property for which exemption is claimed _____

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner Richard & Janice Hanson Phone No. _____

5. Mailing Address of Property Owner _____

**Description Of Improvements For Exemption**

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Remodel existing bathroom

7. Building permit No. 25100870 8. Year built (residential property) 1959

9. Date of commencement of making the improvements 12-19-2025

10. Estimated market value of property before the improvements $ 291,100.00

11. Cost of making the improvement (all labor, material and overhead) $ 30,260.68

12. Estimated market value of property after the improvements $ 321,360.68

**Applicant's Certification And Signature**

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Janice K Hanson Date 10/15/2026

**Assessor's Determination And Signature**

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization _____ Date 10-22-2026

**Action Of Governing Body**

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐

Approval is subject to the following conditions: _____

Exemption is allowed for years 20___, 20___, 20___, 20___, 20___.

Chairperson _____ Date _____

24840 (Rev. 6-01)

CITY OF Fargo

**ASSESSMENT DEPARTMENT**

October 21, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Michael Flaten. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $180 with the City of Fargo's share being $31.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

# Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

**N.D.C.C. ch. 57-02-2**

(File with the city assessor or county director of tax equalization)

**Property Identification**

1. Legal Description of the property for which exemption is claimed _____

2. Address of Property _____

3. Parcel Number _____

4. Name of Property Owner **FLATEN, MICHAEL S** Phone No _____

5. Mailing Address of Property Owner _____

**Description Of Improvements For Exemption**

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Replaced AC & Furnace Resided Old Siding that was Cracking with New Gutters

7. Building permit No. **26080568** 8. Year built (residential property) 1994

9. Date of commencement of making the improvements August 26

10. Estimated market value of property before the improvements $ 272,000

11. Cost of making the improvement (all labor, material and overhead) $ 45,000

12. Estimated market value of property after the improvements $ 272,000

**Applicant's Certification And Signature**

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant Michael Flaten Date Oct 11 2026

**Assessor's Determination And Signature**

14. The assessor/county director of tax equalization finds that the improvements described in this application (do) do not meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization Nicole Zimbelman Date 10-27-2026

**Action Of Governing Body**

15. Action taken on this application by the governing board of the county or city: Approved Denied

Approval is subject to the following conditions: _____

Exemption is allowed for years 20__, 20__, 20__, 20__, 20__.

Chairperson _____ Date _____

CITY OF Fargo

ASSESSMENT DEPARTMENT

October 21, 2026

Board of City Commissioners
City Hall
Fargo, ND 58102

Dear Commissioners:

Chapter 57-02.2 of the North Dakota Century Code provides for a property tax exemption for certain types of improvements made to existing buildings.

I have attached a copy of an application for real estate tax exemption of building improvements submitted by Blake and Mary Nybakken. A description of the types of improvements to be made are indicated on the application.

It is my opinion that the value of some of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for 5 years.

The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $1,403 with the City of Fargo's share being $239.

Sincerely,

Mike Splonskowski
City Assessor

nlb
attachment

# Application For Property Tax Exemption For Improvements To Commercial And Residential Buildings

**N.D.C.C. ch. 57-02.2**

(File with the city assessor or county director of tax equalization)

**Property Identification**

1. Legal description of the property for which exemption is claimed _____
2. Address of Property _____
3. Parcel Number _____
4. Name of Property Owner Blake and Mary Nybakken Phone No. _____
5. Mailing Address of Property Owner _____ )4

**Description Of Improvements For Exemption**

6. Describe type of renovating, remodeling, alteration or addition made to the building for which exemption is claimed (attach additional sheets if necessary). Remodel Existing Kitchen
7. Building permit No. 2507-0843
8. Year built (residential property) 1993
9. Date of commencement of making the improvements 07/25/2025
10. Estimated market value of property before the improvements $ 1,257,900.00
11. Cost of making the improvement (all labor, material and overhead) $ 250,000.00
12. Estimated market value of property after the improvements $ 1,362,400.00

**Applicant's Certification And Signature**

13. I certify that the information contained in this application is correct to the best of my knowledge.

Applicant _____ Date 10-6-26

**Assessor's Determination And Signature**

14. The assessor/county director of tax equalization finds that the improvements described in this application do ☒ do not ☐ meet the qualifications for exemption for the following reason(s): _____

Assessor/Director of Tax Equalization _____ Date 10-27-2026

**Action Of Governing Body**

15. Action taken on this application by the governing board of the county or city: Approved ☐ Denied ☐

Approval is subject to the following conditions: _____

Exemption is allowed for years 20___, 20___, 20___, 20___, 20___.

Chairperson _____ Date _____

THE CITY OF Fargo
FAR MORE

225 4th Street North
Fargo, ND 58102
Phone: 701.241.1301
Email feng@FargoND.gov
www.FargoND.gov

(2)

October 27, 2026

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

**Re:** Proposed Amendment to Street Lighting and Traffic Control Device System Utility Definition – Fargo Municipal Code 38-0101

Dear Mayor and City Commissioners:

This amendment is intended to provide greater transparency regarding the use of funds collected through the Street Lighting and Traffic Control Device System Utility. In 2019, staff and associated responsibilities were transferred from Traffic Engineering to this utility, expanding its scope to include traffic signal devices, pavement markings, and traffic signing. This amendment further clarifies the items and activities included within the utility's definition.

**Recommend Motion:** I move to receive and file an Ordinance Amending Section 38-0101 of Article 38-01 of Chapter 38 of the Fargo Municipal Code Relating to City Street Lighting and Traffic Control Device System Utility, and to place the Ordinance on the agenda for the next regularly scheduled City Commission meeting for first reading.

Sincerely,

Jeremy Gorden, PE, PTOE
Division Engineer – Transportation

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 38-0101 OF ARTICLE 38-01 OF CHAPTER 38 OF THE FARGO MUNICIPAL CODE RELATING TO THE CREATION OF CITY STREET LIGHTING AND TRAFFIC CONTROL DEVICES SYSTEM

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment.

Section 38-0101 of Article 38-01 of Chapter 38 of the Fargo Municipal Code is hereby amended to read as follows:

38-0101. Creation of Street Lighting and Traffic Control Devices System Utility.-- Pursuant to the provisions of Section 40-05-01 and Chapter 40-05, N.D.C.C., all lands, easements, rights in land, facilities, poles, wires, cables, conduits, and other electrical fixtures and equipment necessary for the proper maintenance and operation thereof, together with traffic control devices, including but not limited to traffic signals, fiber optic cable, fiber optic connections, network communication devices, intersection traffic cameras and associated software, Advanced Transportation Management Software (ATMS), uninterrupted power supplies, vehicle and pedestrian detection systems, driver speed feedback signs, HAWK beacons, pedestrian flashing control devices, school speed zone flashing beacons, high-visibility pavement markings, intersection control devices, roadway signs, and any other devices, equipment, or technology deemed necessary by the City Engineer for the control, management, or regulation of pedestrian,

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

bicycle, or vehicular traffic or for the operation of street lighting, heretofore or hereafter acquired by purchase, lease, or otherwise and set aside by the board of city commissioners of the city of Fargo for a municipal street lighting and traffic control devices system, are hereby declared to be and shall henceforth constitute, be held, operated, maintained, improved, enlarged, and administered as a single system to be known as the street lighting and traffic control devices system.

Section 2. Effective Date.

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

_____
Josh Boschee, Mayor

Attest:

_____
Angie Bear, Deputy City Auditor

First Reading:
Second Reading:
Final Passage:

3

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE ENACTING SECTION 8-1027 OF ARTICLE 8-10, OF CHAPTER 8, OF THE FARGO MUNICIPAL CODE, RELATING TO WINTER PARKING RESTRICTIONS
AND
AN ORDINANCE AMENDING SECTION 1-0305 OF ARTICLE 1-03, OF CHAPTER 1, OF THE FARGO MUNICIPAL CODE, RELATING TO CLASSIFICATION OF ORDINANCE VIOLATIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Enactment

Section 8-1027 of Article 8-10, of Chapter 8, of the Fargo Municipal Code is enacted as follows:

8-1027. – Winter Parking Restrictions

(A) No person shall park or stop a vehicle or trailer on any roadway, street, or avenue in an area and during the days and hours designated by resolution of the City

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Commission, for purposes of snow removal, during the period from November 1 through April 15.

(B) The City Commission may, by resolution, designate the areas, days, and hours to which the parking restrictions established by this section shall apply.

(C) Any vehicle or trailer parked or stopped in violation of this section may be removed and impounded by the Police Department or its designee in accordance with Section 8-0126.

Section 2. Amendment

Section 1-0305 of Article 1-03, of Chapter 1, of the Fargo Municipal Code is enacted as follows:

1-0305. - Classification of ordinance violations.

...

C. Violations of the following ordinances are noncriminal offenses and shall require payment of a fee as follows:

...

14. The determination of the fees payable for parking violations described in articles 8-10, 8-17, and section 9-0705 shall be based upon the vehicle that is found to be in violation of said article and the owner of the vehicle shall be responsible for payment of the fees.

a. With respect to violations in the central business district, as defined in section 8-0101, for a violation of section 8-1006, and section 8-1009, the fee for such violation shall be $20.00 for the first violation associated with the vehicle within the prior six-month period, $20.00 for a second violation within six months of said first violation and $25.00 for a third violation within six months of the said second violation and $30.00 for the fourth violation within six months of the said third violation and for every

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

subsequent violation within six months of the next-preceding violation. As to violations of sections 8-1006 and 8-1009, the person issuing the ticket for the parking violation is authorized to waive the fee and, instead, to issue a warning ticket, for the first said violation. At such time as a period of six months or more elapses without a parking ticket for any violation of article 8-10 having been issued for a particular vehicle, the next violation shall be treated as an initial violation.

b. Violations. With respect to parking violations other than in the central business district, for a violation of sections 8-1001, 8-1002, 8-1004, 8-1005, 8-1006, 8-1006.1, 8-1007, 8-1008, 8-1009, 8-1012, 8-1014 through 8-1024, 8-1026, and 8-1027 the fee for such violation shall be $20.00.

...

Section 3. Penalty.

A person who violates section 8-1027 of the Fargo Municipal Code shall be deemed to have committed a noncriminal offense and shall be punished as provided in Section 1-0305(C) of the Fargo Municipal Code, as may be amended from time to time.

Section 4. Effective Date.

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

_____
Joshua A. Boschee, Mayor

Attest:

_____
Angie Bear, Deputy City Auditor,
on behalf of the City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-2002 OF ARTICLE 8-20, OF CHAPTER 8, OF THE FARGO MUNICIPAL CODE, RELATING TO OPERATION OF MOTORIZED SCOOTERS—REGULATIONS.

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

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

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

WHEREAS, the City of Fargo desires to amend its mobility impairment permit process to allow a valid North Dakota mobility impaired parking permit to satisfy the City's physician certification requirement; and

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

NOW, THEREFORE,

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

Section 1. Amendment

Section 8-2002 of Article 8-20, of Chapter 8, of the Fargo Municipal Code is amended as follows:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

8-2002. Operation of motorized scooters—Regulations.

A person may operate a motorized scooter on the public sidewalks within the city of Fargo, subject to the following conditions:

A. A motorized scooter may not be operated upon any sidewalk in the central business district, upon any pedestrian walkway or trail which was constructed with Federal Aid Highway Funds, except as provided by law, or upon any other sidewalk in the city which is posted with signs prohibiting motorized scooters. Persons who obtain a mobility impairment permit from the city of Fargo~~, completed by a licensed physician,~~ are exempt from this requirement.

B. An operator of a motorized scooter must dismount and push a motorized scooter across a city street and within the crosswalk area. Persons who obtain a mobility impairment permit from the city of Fargo~~, completed by a licensed physician,~~ are exempt from this requirement.

C. A motorized scooter may not be operated upon any public street, except by persons who obtain a mobility impairment permit from the city of Fargo~~, completed by a licensed physician~~ and only when absolutely necessary or when a sidewalk is impassable or unavailable.

D. A motorized scooter operated upon any street must be equipped with reflectors.

E. An operator of a motorized scooter shall in all situations yield the right-of-way to pedestrians.

F. An operator of a motorized scooter under 18 years of age must wear a helmet.

G. No passengers are allowed on a motorized scooter, unless the scooter is specifically designed for carrying passengers.

H. Motorized scooters may only be operated during the hours from sunrise to sunset. Persons who obtain a mobility impairment permit from the city of Fargo~~, completed by a licensed physician,~~ are exempt from this requirement.

I. All motorized scooters operated within the city of Fargo must be equipped with factory supplied stock mufflers, exhaust systems, and braking systems.

J. Applications for ~~a mobility impaired permits~~ mobility impairment permits may be obtained from the auditor's office and ~~shall be completed by a licensed physician~~ shall include certification by a licensed physician, unless the applicant provides proof satisfactory to the city that a valid North Dakota mobility impaired parking permit has been issued to the applicant.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 2. Effective Date.

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

_____
Joshua A. Boschee, Mayor

Attest:

_____
Angie Bear, Deputy City Auditor,
on behalf of the City Auditor

First Reading:
Second Reading:
Final Passage:
Publication:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-0101 OF ARTICLE 8-01, OF CHAPTER 8, OF THE FARGO MUNICIPAL CODE, RELATING TO DEFINITIONS

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

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

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

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

NOW, THEREFORE,

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

Section 1. Amendment

Section 8-0101 of Article 8-01, of Chapter 8, of the Fargo Municipal Code is amended as follows:

8-0101. – Definitions.

In this chapter, unless the context or subject matter otherwise requires:

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

8-0101. - Definitions.

In this chapter, unless the context or subject matter otherwise requires:

1. "Authorized emergency vehicles":
   A. "Class A authorized emergency vehicles" shall mean:
      i. Vehicles of a governmental-owned fire department;
      ii. Vehicles when operated by or under the control of a police officer having authority to enforce the provisions of this title pertaining to all motor vehicles or by a salaried employee of any municipal police department within the municipality or by any sheriff or deputy sheriff not to include special deputy sheriffs, or by the warden of the state penitentiary and his authorized agents;
      iii. Ambulances;
      iv. Vehicles operated by or under the control of the commissioner, and district deputy commissioner, and district deputy game warden of the North Dakota Game and Fish Department;
      v. Vehicles owned or leased by the United States Government used for law enforcement purposes;
      vi. Vehicles designated for the use of the adjutant general and assistant adjutant general in cases of emergency;
   B. "Class B authorized emergency vehicles" shall mean wrecker and such other emergency vehicles as are authorized by the local authorities;
   C. Class C vehicles used by civil defense directors while used in the performance of emergency duties.
2. "Bicycle" shall mean every device propelled by human power upon which any person may ride, having two tandem wheels~~, either of which is more than 20 inches in diameter~~ or two parallel wheels and one forward or rearward wheel.

***

Section 2. Penalty.

The classifications of penalties can be found in Fargo Municipal Code section 1-0301. The classification of different offenses can be found in Fargo Municipal Code section 1-0305.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Section 3. Effective Date.

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

_____
Joshua A. Boschee, Mayor

Attest:

_____
Angie Bear, Deputy City Auditor,
on behalf of the City Auditor

First Reading:
Second Reading and Final Passage:
Publication:

THE CITY OF Fargo FAR MORE | AUDITOR'S OFFICE

**AUDITOR'S OFFICE**
Fargo City Hall
225 4th Street North
PO Box 2471
Fargo, ND 58108
Phone: 701.241.1301
FargoND.gov

6

# MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

**FROM:** AUDITOR'S OFFICE

**DATE:** NOVEMBER 9, 2026

**SUBJECT:** GAMES OF CHANCE APPLICATIONS

To review any of the listed Games of Chance Applications, please contact the Auditor's Office.

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

El Zagal for a raffle 2/20/27.

El Zagal Directors Staff for poker 1/22/27 & 1/22/27.

El Zagal Shrine Outdoor Unlimited for a raffle 4/3/27.

Gilbert C. Grafton American Legion Post 2, Fargo for a raffle TBA.

Hometown Heroes Inc for a raffle 1/24/27.

Shiloh Masonic Lodge for a raffle 5/25/27.

The Village Family Service Center for a raffle 11/13/26.

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# MEMORANDUM

**TO:** **BOARD OF CITY COMMISSIONERS**
**FROM:** **Mayor Josh Boschee**
**DATE:** **November 9, 2026**
**SUBJECT:** **Resolution Amending the Governance Policies**

Enclosed for your consideration is a resolution amending the Governance Policies of the Board of City Commissioners. The proposed amendments address three provisions of Policy No. 4, as recently discussed by the City Commission. The proposed changes are as follows:

- Adoption of the proposed resolution will require that all agenda items or issues qualified for regular consideration must be submitted to the City Commission office prior to 10:00 a.m. on the Thursday preceding the meeting, instead of 12:00 noon.

- Any correspondence or other supporting material for any item on the agenda which is intended to become a part of the public record of the City must be received in the City Commission office no later than 10:00 a.m. on the Thursday preceding the meeting, instead of 12:00 noon.

- (Added paragraph) In the event a City Commissioner requests that a consent agenda item be moved to the regular agenda after the agenda has been published, the Commissioner shall notify the City Administrator and the Executive Assistant no later than 8:00 a.m. on the day of a regularly scheduled meeting of the request. The Mayor shall announce the request at the beginning of the meeting during the approval of the order of agenda, at which time the Mayor shall call for a motion to amend the agenda. Upon a motion and second, the Board of City Commissioners shall vote on the proposed amendment to the agenda.

**Suggested Motion:** Adopt the Resolution amending the Governance Policies of the Board of City Commissioners as presented.

COMMISSIONER _____ introduced the following resolution and moved its adoption:

**Resolution Amending Governance Policies of the Board of City Commissioners of the City of Fargo**

**WHEREAS,** the Board of City Commissioners adopted Governance Policies on April 29, 2024, establishing policies for the guidance of City Commissioners and citizens; and

**WHEREAS,** the Board of City Commissioners recognized and acknowledged at the time of adoption that the Governance Policies represented a living document which would be amended and revised as appropriate to reflect the intentions of the governing body; and

**WHEREAS,** the Board of City Commissioners desires to amend Policy No. 4 of the Governance Policies to modify the deadline for submission of agenda items and supporting materials and to establish a procedure for consideration of requests to move items from the consent agenda to the regular agenda after publication of the meeting agenda.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of City Commissioners of the City of Fargo that Policy No. 4 of the Governance Policies of the Board of City Commissioners is hereby amended as follows:

1. Paragraph 4(e), under the heading "Meeting Agenda," is amended to read as follows:

   e. All agenda items or issues to be qualified for regular consideration must be submitted in clear, articulate and definite terms and must be communicated to the City Commission office prior to 10:00 a.m. on the Thursday preceding the meeting.

2. Paragraph 4(g), under the heading "Meeting Agenda," is amended to read as follows:

   g. Any correspondence or other supporting material for any item on the agenda which is intended to become a part of the public record of the City must be received in the City Commission office no later than 10:00 a.m. on the Thursday preceding the meeting. All necessary and appropriate redactions must be accomplished before being submitted. In the event such material is not submitted to the City Commission office as stated above, such material and the related agenda item shall be stricken and placed on the agenda for the next regular meeting.

3. Paragraph 4(k), under the heading "Meeting Agenda," is amended by adding a new subparagraph 3 to read as follows:

   3. In the event a City Commissioner requests that a consent agenda item be moved to the regular agenda after the agenda has been published, the Commissioner shall notify the City Administrator and the Executive Assistant no later than 8:00 a.m. on the day of a regularly scheduled meeting of the request. The Mayor shall announce the request at the beginning of the meeting during the approval of the order of agenda, at which time the Mayor shall call for a motion to amend the agenda. Upon a motion and second, the Board of City Commissioners shall vote on the proposed amendment to the agenda.

4. All other provisions of the Governance Policies shall remain unchanged and in full force and effect.

Dated this _____ day of _____, 2026.

_____
Joshua A. Boschee, Mayor

Attest:

_____
Angie Bear, Deputy City Auditor on behalf of the City Auditor

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

# Policy No. 4 -Culture Policy

The Board of City Commissioners will govern lawfully, make all official decisions by a formal vote of the Board and govern with a long-term vision.

1. The Board of City Commissioners will function as a single unit. Individual members' opinions and personal strengths will be used to the Board's best advantage. The Board will make decisions as a group by a formal vote. No individual or committee will be permitted to limit the Board of City Commissioners' performance or prevent the Board from fulfilling its commitments.

2. The Board of City Commissioners is responsible for its performance and commits itself to continuous improvement. The Board of City Commissioners will ensure its members receive the training and professional support necessary to govern effectively.

3. To ensure that the Board of City Commissioners business meetings are conducted with maximum effectiveness and efficiency, members will:
   a. Come to meetings adequately prepared.
   b. Support the Mayor's efforts to facilitate an orderly meeting.
   c. Communicate openly and actively in conversation and dialog.
   d. Encourage balanced participation of all members.

4. To ensure the Board of City Commissioners are prepared for each Commission meeting and conduct the meetings in an orderly fashion, the following rules will be used to develop the agenda for the meeting:

## Meeting Agenda

a. There shall be one agenda prepared for each meeting.

b. Any City Commissioner, City Board, Committee or Commission through the liaison City Commissioner, may place an item or issue on a future agenda working with the City Administrator and Executive Assistant. The City Commissioner shall present the appropriate background material for said item, including a suggested motion.

c. A City Commissioner may place an item on the agenda at the request of a resident of the City of Fargo. Staff is not expected to speak to this item unless a majority of the Board of City Commissioners approves a recommended motion on the citizen-initiated agenda item.

d. In preparation for each Commission Meeting, the City Administrator and Executive Assistant of the Board of City Commissioners shall review and finalize the meeting agenda.

e. All agenda items or issues to be qualified for regular consideration must be submitted in clear, articulate and definite terms and must be communicated to the City Commission office prior to ~~12:00 non~~ 10:00 a.m. on the Thursday preceding the meeting.

f. Agenda items must be accompanied by a written explanation of the item. A "suggested" motion must be typed at the end of the communication which states the action being requested of the Board. If the communication is for information purposes only, there should be a statement to that effect at the beginning of the letter.

g. Any correspondence or other supporting material for any item on the agenda which is intended to become a part of the public record of the City must be received in the City Commission office no later than ~~12:00 noon~~ 10:00 a.m. on the Thursday preceding the meeting. All necessary and appropriate redactions must be accomplished before being submitted. In the event such material is not submitted to the City Commission office as stated above, such material and the related agenda item shall be stricken and placed on the agenda for the next regular meeting.

h. Any item or issue placed on the agenda may be removed or withdrawn only by the person who placed it there prior to finalization and publication of the meeting agenda.

i. Any items or issues which have not qualified for the Regular Agenda under the rules as stated above, or any new and timely issues which arise after preparation of the Regular Agenda may, with the consent of a majority of the City Commissioners may be added to the agenda.

j. Ordinances shall be sponsored by the City Administrator or Department Head working with the Department Liaison Commissioner and legal counsel.

k. The order of the agenda shall be as determined by the Executive Assistant to the Board of City Commissioners utilizing general guidelines as follows:

1. Consent agenda at the beginning of the agenda. The consent agenda shall be determined by the City Administrator and Executive Assistant; and
2. Non-consent agenda at the end of the agenda. Non-consent items shall be determined by the City Administrator and Executive Assistant.

3. In the event a City Commissioner requests that a consent agenda item be moved to the regular agenda after the agenda has been published, the Commissioner shall notify the City Administrator and the Executive Assistant no later than 8:00 a.m. on the day of a regularly scheduled meeting of the request. The Mayor shall announce the request at the beginning of the meeting during the approval of the order of agenda, at which time the Mayor shall call for a motion to amend the agenda. Upon a motion and second, the Board of City Commissioners shall vote on the proposed amendment to the agenda.

l. The calling and conduct of Special Meetings shall be in accordance with the laws of the State of North Dakota.

m. Protocols for Special Meetings shall be established in advance of the meeting by the Mayor to the extent possible.

## Rules Governing Conduct of City Commission Meetings

a. Meetings shall be conducted in accordance with the most recently revised Roberts Rules of Order, except that the principle of majority rule shall always prevail, and any such rule may be changed or suspended by a majority vote of the Board of City Commissioners.

b. The official meeting parliamentarian shall be the Executive Assistant to the Board of City Commissioners.

c. At each regular meeting, the first item of business shall be considering and approving the agenda, which may include adding or deleting any item.

d. City Commissioners have a duty to vote unless otherwise ineligible by reason of conflict of interest. The conflicted Commissioner is expected to announce the conflict and not vote on the issue. If there is a question as to whether or not a conflict exists, the City Commissioner may advise the entire Board of City Commissioners of the potential conflict and request a ruling from the entire Board to waive the conflict, by a majority vote. A City Commissioner excused from voting by reason of conflict is deemed to be disqualified and shall be noted but not counted.

e. Any on duty Police Officer may be considered as a sergeant at arms for Commission meetings and may be summoned to maintain order by any member of the Board of City Commissioners at any time.

f. No signs, posters or other displays of any kind will be permitted in the City Commission Chambers when the City Commission is in session.

5. By majority vote, the Board of City Commissioners may revise or amend its policies at any time. A formal request to revise or amend a Governance Policy (formal resolution of policies) shall be made by a City Commissioner and approved for review through a formal vote of the Commission. If the review is approved, the City Administrator and Executive Assistant will revise and bring back to the Commission a proposal for revision to a policy. A proposed policy revision will be discussed at least one session of the Board before being approved at a Board meeting.

THE CITY OF Fargo FAR MORE

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

November 9, 2026

8

Honorable Board of
City Commissioners
200 3rd Street N
Fargo, ND 58102

Re: Recommend Award to Low Bidder
17th Avenue South from 25th Street to University Drive
City of Fargo Improvement District No. BR-26-G1
NDDOT Project No. TMA-SU-CRP-8-984(181)
PCN 24237

Dear Commissioners:

Bids were opened by the NDDOT on Friday, October 9, 2026, for the 17th Avenue South Reconstruction project from 25th Street to University Drive in Fargo.

The bids were as follows:

| | |
|---|---|
| Border States Paving Inc. | $ 9,488,877.69 |
| Dakota Underground Company | $ 11,398,977.50 |
| Park Construction Company | $ 11,561,580.15 |
| Meyer Contracting Inc. | $ 12,214.883.70 |
| Northern Improvement Company | $ 12,287,722.80 |
| Sellin Brothers Inc. | $ 12,459,957.00 |
| Reede Construction Inc. | $ 12,646,752.25 |
| | |
| Engineer's Estimate | $ 10,563,692.00 |

**Recommended Motion:**

Concur with the low bid and recommend the NDDOT award the low bid to Border States Paving Inc. in the amount of $ 9,488,877.69 as the low bid.

Sincerely,

Thomas Knakmuhs, PE
City Engineer

Attachments

- NDDOT Notice of Bids

THE CITY OF Fargo FAR MORE

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

## ENGINEER'S STATEMENT OF ESTIMATED COST

PAVING AND UTILITY REHAB/RECONSTRUCTION

IMPROVEMENT DISTRICT NO. BR-26-G1

TMA-SU-CRP-8-984(181)
PCN-24237

17th Avenue South from 25th Street South to University Drive

**Summary of low bid by Border States Paving Inc. of Fargo, ND: $9,488,877.69**

| | |
|---|---|
| Paving: | $ 5,239,774.10 |
| Amount Federally Funded | $ 4,088,784.86 |
| Amount Locally Funded | $ 1,150,989.24 |
| Plus 4% Administration Fee: | $ 46,039.57 |
| Plus 3% Legal Fee: | $ 34,529.68 |
| Plus 4% Interest Fee: | $ 46,039.57 |
| Plus 5% Contingency: | $ 57,549.46 |
| **Total Estimated Cost:** | **$ 1,335,147.52** |
| Special Assessments | $ 1,335,147.52 |

| | |
|---|---|
| Shared Use Path - Carbon Reduction Funding: | $ 950,485.80 |
| Amount Federally Funded | $ 647,000.00 |
| Amount Locally Funded | $ 303,485.80 |
| Plus 4% Administration Fee: | $ 12,139.43 |
| Plus 3% Legal Fee: | $ 9,104.57 |
| Plus 4% Interest Fee: | $ 12,139.43 |
| Plus 5% Contingency: | $ 15,174.29 |
| **Total Estimated Cost:** | **$ 352,043.53** |
| Special Assessments - Remaining Paving Cap | $ 352,043.53 |

| | | |
|---|---|---|
| Storm Sewer | $ | 1,428,134.00 |
| Amount Federally Funded | $ | 1,060,307.51 |
| Amount Locally Funded | $ | 367,826.49 |
| Plus 4% Administration Fee: | $ | 14,713.06 |
| Plus 3% Legal Fee: | $ | 11,034.79 |
| Plus 4% Interest Fee: | $ | 14,713.06 |
| Plus 5% Contingency: | $ | 18,391.32 |
| **Total Estimated Cost:** | **$** | **426,678.72** |
| Special Assessments - Remaining Paving Cap | $ | 426,678.72 |

| | | |
|---|---|---|
| Sanitary Sewer | $ | 249,739.96 |
| Amount Federally Funded | $ | - |
| Amount Locally Funded | $ | 249,739.96 |
| Plus 4% Administration Fee: | $ | 9,989.60 |
| Plus 3% Legal Fee: | $ | 7,492.20 |
| Plus 4% Interest Fee: | $ | 9,989.60 |
| Plus 5% Contingency: | $ | 12,487.00 |
| **Total Estimated Cost:** | **$** | **289,698.36** |
| Special Assessments - Local Cap | $ | 47,574.03 |
| Waste Water Utility | $ | 242,124.33 |

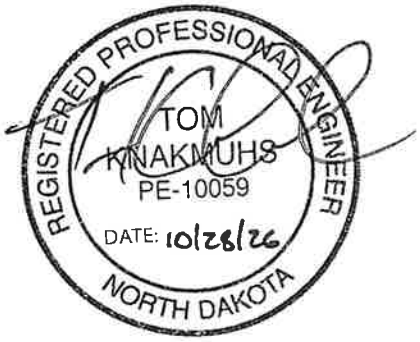
| | | |
|---|---|---|
| Water Main | $ | 1,385,099.68 |
| Amount Federally Funded | $ | - |
| Amount Locally Funded | $ | 1,385,099.68 |
| Plus 4% Administration Fee: | $ | 55,403.99 |
| Plus 3% Legal Fee: | $ | 41,552.99 |
| Plus 4% Interest Fee: | $ | 55,403.99 |
| Plus 5% Contingency: | $ | 69,254.98 |
| **Total Estimated Cost:** | **$** | **1,606,715.62** |
| Special Assessments - Local Cap | $ | 144,883.91 |
| Water Utility | $ | 1,461,831.71 |

| | | |
|---|---|---|
| Traffic Signals/Street Lights | $ | 235,644.15 |
| Amount Federally Funded | $ | 183,881.64 |
| Amount Locally Funded | $ | 51,762.51 |
| Plus 4% Administration Fee: | $ | 2,070.50 |
| Plus 3% Legal Fee: | $ | 1,552.88 |
| Plus 4% Interest Fee: | $ | 2,070.50 |
| Plus 5% Contingency: | $ | 2,588.13 |
| **Total Estimated Cost:** | **$** | **60,044.52** |
| Special Assessments - Remaining Paving Cap | $ | 60,044.52 |

| | | |
|---|---|---|
| Miscellaneous Costs | | |
| Right-of-Way and Easements: | | $ 50,000.00 |
| Utility Relocation | | $ 50,000.00 |
| Outside Engineering: | | $ 1,334,482.00 |
| Incentive | | $ - |
| **Total Miscellaneous Costs:** | | **$ 1,434,482.00** |
| | | |
| Federal | | $ - |
| Special Assessments - Remaining Paving Cap | | $ 313,401.96 |
| Traffic Utility | | $ 35,623.53 |
| Storm Utility | | $ 215,898.30 |
| Waste Water Utility | | $ 37,754.46 |
| Water Utility | | $ 209,392.58 |
| Sales Tax | | $ 622,411.17 |

| **Project Funding Summary** | | |
|---|---|---|
| Federal - STBG | 46.44% | $ 5,332,974.01 |
| Federal - CRP | 5.63% | $ 647,000.00 |
| Special Assessments | 23.33% | $ 2,679,774.19 |
| Traffic Signal/Street Light Utility | 0.31% | $ 35,623.53 |
| Storm Utility | 1.88% | $ 215,898.30 |
| Waste Water Utility | 2.44% | $ 279,878.79 |
| Water Utility | 14.55% | $ 1,671,224.29 |
| Sales Tax | 5.42% | $ 622,411.17 |
| **Total Estimated Project Cost** | | **$ 11,484,784.28** |

We believe this project to be cost effective.




Thomas Knakmuhs, P.E.
City Engineer

NORTH Dakota | Transportation
Be Legendary.™

October 9, 2026

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

**PROJECT: TMA-SU-CRP-8-984(181), PCN 24237 -CASS CO; 17TH AVE S, FROM 25TH ST S TO UNIVERSITY DR – FARGO**

Dear Mr. Knakmuhs:

Bids for the construction on the above noted project were taken at our bid opening on October 9, 2026. A copy of the Contract Detail Estimate and Abstract of Bids are enclosed.

The low bid for GRADING, SALVAGED BASE, PCC PAVEMENT, STORM SEWER, WATERMAIN, SANITARY SEWER, LIGHTING, TRAFFIC SIGNAL, SHARED USE PATH, PAVEMENT MARKING, SIGNING was submitted by Border States Paving Inc of Fargo, ND in the amount of $9,488,877.69. According to the agreement with the City of Fargo, the City's share for **TMA-SU-CRP-8-984(181)** is estimated to be $3,508,903.68. Federal funds obligated for this project shall not exceed 80.93 percent of the total eligible project cost up to a maximum of $5,332,974.01 for SU and $647,000.00 for CRP. The City is responsible for the balance of the project.

The City must award the contract before the Department will concur in the award; therefore, the City must notify the Department in writing as soon as possible after the award is made. Contracts cannot be executed prior to the date of the Department's concurrence.

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

Sincerely,

Phillip Murdoff, PE
Construction Services Engineer

80/pm/jmm
Enclosure

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



North Dakota **FEDERAL AID**

Bid Opening Date: **10/9/2026**

Project Number: **TMA-SU-CRP-8-984(181)**

PCN: **24237**

Job Number: **24237**

English/Metric: **ENGLISH**

Contract with **BORDER STATES PAVING INC FARGO, ND**

Signed Date:

County(s): **CASS**

Location: **17TH AVE S, FROM 25TH ST S TO UNIVERSITY DR - FARGO**

Roadway: **URBAN**

**LRS_ID L1931_017M FR MEASURE 0.5052 TO MEASURE 1.4969**

Type: **SIDEWALK, LIGHTING, FLASHING BEACON**

Participating: **Y**

| Spec | Code | Item Description | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|---|
| 704 | 1054 | SIDEWALK BARRICADE | 10.000 | EA | $56.70 | $567.00 |
| 704 | 1058 | PEDESTRIAN WALKWAY | 400.000 | LF | $50.80 | $20,320.00 |
| 704 | 2108 | TEMPORARY CURB RAMP | 20.000 | EA | $309.00 | $6,180.00 |
| 750 | 0115 | SIDEWALK CONCRETE 4IN | 1,525.000 | SY | $76.00 | $115,900.00 |
| 750 | 0120 | SIDEWALK CONCRETE 5IN REINF | 4,887.000 | SY | $82.40 | $402,688.80 |
| 750 | 0140 | SIDEWALK CONCRETE 6IN | 386.000 | SY | $106.00 | $40,916.00 |
| 750 | 2115 | DETECTABLE WARNING PANELS | 1,170.000 | SF | $73.20 | $85,644.00 |
| 762 | 0824 | METHYL METHACRYLATE PVMT MK 24IN LINE | 476.000 | LF | $82.50 | $39,270.00 |
| 770 | 0001 | LIGHTING SYSTEM | 1.000 | EA | $200,000.00 | $200,000.00 |
| 772 | 2110 | FLASHING BEACON-POST MOUNTED | 2.000 | EA | $19,500.00 | $39,000.00 |
| | | | | | Subtotal | $950,485.80 |
| | | | | | Eng and Contg | $0.00 |
| | | | | | Total | $950,485.80 |

| | | | |
|---|---|---|---|
| Length | 0.9760 Miles | CASS | 0.9760 Miles |

| | | Construction |
|---|---|---|
| Estimated Cost | | $950,485.80 |
| ⌈MACR FEDERAL FUNDS | LIMITED | $647,000.00 |
| ⌈MASU FEDERAL FUNDS | | $122,228.16 |
| ⌈MACR FARGO CITY FUNDS | 19.07% | $152,456.32 |
| ⌈MASU FARGO CITY FUNDS | | $28,801.32 |

North Dakota **FEDERAL AID**

Bid Opening Date: **10/9/2026**

Project Number: **TMA-SU-CRP-8-984(181)**

PCN: **24237**

Job Number: **24237**

English/Metric: **ENGLISH**

Roadway: **URBAN**

**LRS_ID L1931_017M FR MEASURE 0.5052 TO MEASURE 1.4969**

Type: **GRADING, SALVAGED BASE, PCC PAVEMENT, LIGHTING, SIGNAL, SHARED USE PATH, PAVEMENT MARKING, SIGNING**

Participating: Y

| Spec | Code | Item Description | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|---|
| 103 | 0100 | CONTRACT BOND | 0.850 | L SUM | $29,000.00 | $24,650.00 |
| 201 | 0352 | REMOVAL OF TREES & BRUSH | 1.000 | L SUM | $3,090.00 | $3,090.00 |
| 201 | 0370 | REMOVAL OF TREES 10IN | 9.000 | EA | $284.00 | $2,556.00 |
| 201 | 0380 | REMOVAL OF TREES 18IN | 7.000 | EA | $567.00 | $3,969.00 |
| 201 | 0390 | REMOVAL OF TREES 30IN | 1.000 | EA | $1,240.00 | $1,240.00 |
| 202 | 0114 | REMOVAL OF CONCRETE PAVEMENT | 6,621.000 | SY | $6.75 | $44,691.75 |
| 202 | 0136 | REMOVAL OF PAVEMENT | 18,880.000 | TON | $17.50 | $330,400.00 |
| 202 | 0173 | REMOVAL OF SEWER PIPE | 4,167.000 | LF | $38.00 | $158,346.00 |
| 202 | 0174 | REMOVAL OF PIPE ALL TYPES AND SIZES | 1,287.000 | LF | $36.00 | $46,332.00 |
| 202 | 0210 | REMOVAL OF MANHOLES | 16.000 | EA | $1,000.00 | $16,000.00 |
| 202 | 0235 | REMOVAL OF CATCH BASIN | 28.000 | EA | $575.00 | $16,100.00 |
| 202 | 0500 | ACP WATERMAIN REMOVAL | 558.000 | LF | $90.00 | $50,220.00 |
| 203 | 0109 | TOPSOIL | 1,500.000 | CY | $50.00 | $75,000.00 |
| 216 | 0100 | WATER | 75.000 | M GAL | $75.00 | $5,625.00 |
| 230 | 0165 | SUBGRADE PREPARATION-TYPE A-12IN | 51.500 | STA | $1,100.00 | $56,650.00 |
| 251 | 0300 | SEEDING CLASS III | 3.500 | ACRE | $4,500.00 | $15,750.00 |
| 253 | 0201 | HYDRAULIC MULCH | 7.100 | ACRE | $2,170.00 | $15,407.00 |
| 302 | 0101 | SALVAGED BASE COURSE | 6,776.000 | CY | $48.00 | $325,248.00 |
| 302 | 9970 | TYPE II PIPE BEDDING | 250.000 | CY | $65.50 | $16,375.00 |
| 430 | 0500 | COMMERCIAL GRADE HOT MIX ASPHALT | 143.000 | TON | $300.00 | $42,900.00 |
| 550 | 0310 | 10IN NON REINF CONCRETE PVMT CL AE-DOWELED | 18,119.000 | SY | $118.00 | $2,138,042.00 |
| 702 | 0100 | MOBILIZATION | 0.850 | L SUM | $286,000.00 | $243,100.00 |
| 704 | 0100 | FLAGGING | 450.000 | MHR | $66.00 | $29,700.00 |
| 704 | 1000 | TRAFFIC CONTROL SIGNS | 1,382.000 | UNIT | $4.40 | $6,080.80 |
| 704 | 1052 | TYPE III BARRICADE | 108.000 | EA | $87.70 | $9,471.60 |
| 704 | 1060 | DELINEATOR DRUMS | 63.000 | EA | $19.10 | $1,203.30 |
| 704 | 1500 | OBLITERATION OF PAVEMENT MARKING | 45.000 | SF | $20.60 | $927.00 |
| 704 | 4011 | PORTABLE CHANGEABLE MESSAGE SIGN | 2.000 | EA | $6,440.00 | $12,880.00 |
| 708 | 1540 | INLET PROTECTION-SPECIAL | 52.000 | EA | $253.00 | $13,156.00 |
| 709 | 0151 | GEOSYNTHETIC MATERIAL TYPE R1 | 22,499.000 | SY | $3.25 | $73,121.75 |
| 714 | 0137 | PIPE CONC REINF 12IN CL V-STORM DRAIN | 32.000 | LF | $99.20 | $3,174.40 |
| 714 | 0215 | PIPE CONC REINF 15IN CL V-STORM DRAIN | 1,110.000 | LF | $113.00 | $125,430.00 |
| 714 | 7028 | PIPE PVC 10IN | 8.000 | LF | $128.00 | $1,024.00 |
| 714 | 9696 | EDGEDRAIN NON PERMEABLE BASE | 10,758.000 | LF | $10.40 | $111,883.20 |
| 722 | 0100 | MANHOLE 48IN | 1.000 | EA | $5,150.00 | $5,150.00 |
| 722 | 0110 | MANHOLE 60IN | 2.000 | EA | $9,380.00 | $18,760.00 |
| 722 | 0120 | MANHOLE 72IN | 7.000 | EA | $13,900.00 | $97,300.00 |
| 722 | 0130 | MANHOLE 84IN | 1.000 | EA | $12,000.00 | $12,000.00 |
| 722 | 0140 | MANHOLE 96IN | 4.000 | EA | $17,000.00 | $68,000.00 |
| 722 | 0315 | MANHOLE CASTING | 13.000 | EA | $1,970.00 | $25,610.00 |
| 722 | 2500 | MANHOLE SPECIAL | 4.000 | EA | $18,700.00 | $74,800.00 |
| 722 | 3297 | ABANDON STORM SEWER | 434.000 | LF | $28.10 | $12,195.40 |
| 722 | 3460 | CASTING INLET-TYPE 2 | 3.000 | EA | $1,350.00 | $4,050.00 |
| 722 | 3510 | INLET-TYPE 2 | 36.000 | EA | $5,480.00 | $197,280.00 |

North Dakota **FEDERAL AID**

Bid Opening Date: **10/9/2026**

Project Number: **TMA-SU-CRP-8-984(181)**

PCN: **24237**

Job Number: **24237**

English/Metric: **ENGLISH**

| Spec | Code | Item Description | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|---|
| 722 | 3701 | INLET SPECIAL-TYPE 2 48IN | 5.000 | EA | $4,840.00 | $24,200.00 |
| 722 | 3761 | INLET SPECIAL-TYPE 2 60IN | 3.000 | EA | $6,020.00 | $18,060.00 |
| 722 | 3766 | INLET SPECIAL-TYPE 2 72IN | 1.000 | EA | $6,020.00 | $6,020.00 |
| 722 | 3769 | INLET SPECIAL-TYPE 2 96IN | 1.000 | EA | $8,580.00 | $8,580.00 |
| 722 | 6140 | ADJUST GATE VALVE BOX | 1.000 | EA | $53.70 | $53.70 |
| 722 | 6201 | ADJUST MANHOLE SPECIAL | 3.000 | EA | $2,190.00 | $6,570.00 |
| 748 | 0190 | CURB & GUTTER-TYPE I 30IN | 10,758.000 | LF | $37.10 | $399,121.80 |
| 750 | 0030 | PIGMENTED IMPRINTED CONCRETE | 48.000 | SY | $227.00 | $10,896.00 |
| 750 | 1000 | DRIVEWAY CONCRETE | 1,942.000 | SY | $86.20 | $167,400.40 |
| 752 | 0911 | TEMPORARY SAFETY FENCE | 2,000.000 | LF | $5.50 | $11,000.00 |
| 754 | 0110 | FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING | 351.000 | SF | $15.00 | $5,265.00 |
| 754 | 0112 | FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING | 95.000 | SF | $13.70 | $1,301.50 |
| 754 | 0206 | STEEL GALV POSTS-TELESCOPING PERFORATED TUBE | 826.000 | LF | $22.60 | $18,667.60 |
| 754 | 0592 | RESET SIGN PANEL | 1.000 | EA | $577.00 | $577.00 |
| 762 | 0116 | EPOXY PVMT MK 16IN LINE | 12.000 | LF | $25.80 | $309.60 |
| 762 | 0117 | EPOXY PVMT MK 24IN LINE | 156.000 | LF | $39.20 | $6,115.20 |
| 762 | 0122 | PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED) | 144.000 | SF | $46.40 | $6,681.60 |
| 762 | 0806 | METHYL METHACRYLATE PVMT MK 6IN LINE | 90.000 | LF | $82.50 | $7,425.00 |
| 762 | 0816 | METHYL METHACRYLATE PVMT MK 16IN LINE | 164.000 | LF | $61.90 | $10,151.60 |
| 762 | 1305 | PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED | 3,055.000 | LF | $5.15 | $15,733.25 |
| 762 | 1309 | PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED | 522.000 | LF | $14.40 | $7,516.80 |
| 766 | 0120 | RESET MAILBOX | 7.000 | EA | $653.00 | $4,571.00 |
| 770 | 4567 | REMOVE LIGHTING SYSTEM | 1.000 | EA | $42,000.00 | $42,000.00 |
| 772 | 2906 | REVISE TRAFFIC SIGNAL SYSTEM-SITE 1 | 1.000 | EA | $13,900.00 | $13,900.00 |
| 772 | 2907 | REVISE TRAFFIC SIGNAL SYSTEM-SITE 2 | 1.000 | EA | $100,000.00 | $100,000.00 |
| 910 | 0570 | MODIFY MANHOLE | 1.000 | EA | $2,350.00 | $2,350.00 |
| 970 | 2017 | HOT WING MAPLE | 7.000 | EA | $707.00 | $4,949.00 |
| 970 | 2045 | AMUR CHOKECHERRY | 7.000 | EA | $717.00 | $5,019.00 |
| 970 | 2050 | COMMON HACKBERRY | 4.000 | EA | $717.00 | $2,868.00 |
| 970 | 2202 | SPRING SNOW CRABAPPLE | 6.000 | EA | $676.00 | $4,056.00 |
| 970 | 2300 | PRAIRIE GEM PEAR | 4.000 | EA | $707.00 | $2,828.00 |
| 970 | 2392 | IVORY SILK LILAC | 13.000 | EA | $686.00 | $8,918.00 |
| 970 | 2436 | HARVEST GOLD LINDEN | 3.000 | EA | $696.00 | $2,088.00 |
| 970 | 2464 | TRIUMPH ELM | 1.000 | EA | $696.00 | $696.00 |
| 990 | 0220 | GUARD POST-PERMANENT | 3.000 | EA | $4,880.00 | $14,640.00 |
| | | | | | Subtotal | $5,475,418.25 |

North Dakota **FEDERAL AID**

Bid Opening Date: **10/9/2026**

Project Number: **TMA-SU-CRP-8-984(181)**

PCN: **24237**

Job Number: **24237**

English/Metric: **ENGLISH**

| | |
|---|---|
| Eng and Contg | **$0.00** |
| Total | **$5,475,418.25** |

Length **0.9760 Miles** **CASS** **0.9760 Miles**

| | | Construction |
|---|---|---|
| Estimated Cost | | **$5,475,418.25** |
| ⌈MASU FEDERAL FUNDS | **80.93%** | **$4,431,255.99** |
| ⌈MASU FARGO CITY FUNDS | **19.07%** | **$1,044,162.26** |

Roadway: **URBAN**

**LRS_ID L1931_017M FR MEASURE 0.5052 TO MEASURE 1.4969**

Type: **STORM SEWER**

Participating: **Y**

| Spec | Code | Item Description | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|---|
| 714 | 0337 | PIPE CONC REINF 18IN CL V-STORM DRAIN | 26.000 | LF | $259.00 | $6,734.00 |
| 714 | 0405 | PIPE CONC REINF 21IN CL III-STORM DRAIN | 43.000 | LF | $170.00 | $7,310.00 |
| 714 | 0620 | PIPE CONC REINF 24IN CL III-STORM DRAIN | 128.000 | LF | $196.00 | $25,088.00 |
| 714 | 0710 | PIPE CONC REINF 27IN CL III-STORM DRAIN | 16.000 | LF | $172.00 | $2,752.00 |
| 714 | 0825 | PIPE CONC REINF 30IN CL III-STORM DRAIN | 463.000 | LF | $267.00 | $123,621.00 |
| 714 | 0910 | PIPE CONC REINF 36IN CL III-STORM DRAIN | 458.000 | LF | $475.00 | $217,550.00 |
| 714 | 1010 | PIPE CONC REINF 42IN CL III-STORM DRAIN | 1,496.000 | LF | $437.00 | $653,752.00 |
| 714 | 1110 | PIPE CONC REINF 48IN CL III-STORM DRAIN | 8.000 | LF | $321.00 | $2,568.00 |
| 714 | 1212 | PIPE CONC REINF 54IN CL III-STORM DRAIN | 703.000 | LF | $553.00 | $388,759.00 |
| | | | | | Subtotal | $1,428,134.00 |

| | |
|---|---|
| Eng and Contg | **$0.00** |
| Total | **$1,428,134.00** |

Length **0.9760 Miles** **CASS** **0.9760 Miles**

| | | Construction |
|---|---|---|
| Estimated Cost | | **$1,428,134.00** |
| ⌈MASU FEDERAL FUNDS | **LIMITED** | **$779,489.86** |
| ⌈MASU FARGO CITY FUNDS | **23.00%** | **$648,644.14** |

North Dakota **FEDERAL AID**

Bid Opening Date: **10/9/2026**

Project Number: **TMA-SU-CRP-8-984(181)**

PCN: **24237**

Job Number: **24237**

English/Metric: **ENGLISH**

Roadway: **URBAN**

**LRS_ID L1931_017M FR MEASURE 0.5052 TO MEASURE 1.4969**

Type: **SANITARY SEWER, WATERMAIN - DEQ CO-FUNDED**

Participating: **N**

| Spec | Code | Item Description | Quantity | Unit | Unit Price | Amount |
|---|---|---|---|---|---|---|
| 103 | 0100 | CONTRACT BOND | 0.150 | L SUM | $29,000.00 | $4,350.00 |
| 302 | 9970 | TYPE II PIPE BEDDING | 150.000 | CY | $65.50 | $9,825.00 |
| 702 | 0100 | MOBILIZATION | 0.150 | L SUM | $286,000.00 | $42,900.00 |
| 722 | 3300 | SANITARY MANHOLE REPAIR | 7.000 | EA | $1,330.00 | $9,310.00 |
| 724 | 0210 | FITTINGS-DUCTILE IRON | 5,146.000 | LBS | $36.60 | $188,343.60 |
| 724 | 0270 | REMOVE GATE VALVE & BOX | 43.000 | EA | $549.00 | $23,607.00 |
| 724 | 0290 | GATE VALVE & BOX 4IN | 2.000 | EA | $2,390.00 | $4,780.00 |
| 724 | 0300 | GATE VALVE & BOX 6IN | 13.000 | EA | $2,740.00 | $35,620.00 |
| 724 | 0310 | GATE VALVE & BOX 8IN | 15.000 | EA | $3,570.00 | $53,550.00 |
| 724 | 0314 | GATE VALVE & BOX 12IN | 9.000 | EA | $5,910.00 | $53,190.00 |
| 724 | 0315 | GATE VALVE & BOX 10IN | 7.000 | EA | $5,160.00 | $36,120.00 |
| 724 | 0410 | HYDRANT-INSTALL 5IN | 12.000 | EA | $7,310.00 | $87,720.00 |
| 724 | 0430 | REMOVE HYDRANT | 12.000 | EA | $349.00 | $4,188.00 |
| 724 | 0496 | SLEEVE 12IN | 3.000 | EA | $1,660.00 | $4,980.00 |
| 724 | 0530 | TAPPING SLEEVE & VALVE 12IN X 6IN | 4.000 | EA | $5,710.00 | $22,840.00 |
| 724 | 0541 | TAPPING SLEEVE & VALVE 12IN X 10IN | 1.000 | EA | $10,700.00 | $10,700.00 |
| 724 | 0611 | WATER SERVICE LINE 1IN | 154.000 | LF | $90.10 | $13,875.40 |
| 724 | 0670 | TEMPORARY WATER SERVICE | 1.000 | L SUM | $27,500.00 | $27,500.00 |
| 724 | 0790 | WATERMAIN 4IN PVC | 50.000 | LF | $106.00 | $5,300.00 |
| 724 | 0810 | WATERMAIN 6IN PVC | 173.000 | LF | $136.00 | $23,528.00 |
| 724 | 0830 | WATERMAIN 8IN PVC | 356.000 | LF | $195.99 | $69,772.44 |
| 724 | 0840 | WATERMAIN 10IN PVC | 217.000 | LF | $194.00 | $42,098.00 |
| 724 | 0850 | WATERMAIN 12IN PVC | 1,111.000 | LF | $180.00 | $199,980.00 |
| 724 | 0851 | BORE & PUSH 12IN PVC WATER | 1,091.000 | LF | $156.00 | $170,196.00 |
| 724 | 0852 | WATERMAIN 16IN PVC | 8.000 | LF | $343.00 | $2,744.00 |
| 724 | 0858 | WATERMAIN 16IN | 8.000 | LF | $264.00 | $2,112.00 |
| 724 | 0905 | CURB STOP & BOX 1IN | 7.000 | EA | $750.00 | $5,250.00 |
| 724 | 0944 | CONNECTION TO EXISTING MAIN | 47.000 | EA | $3,510.00 | $164,970.00 |
| 724 | 0955 | WATER SERVICE CONNECTION 1IN | 7.000 | EA | $858.00 | $6,006.00 |
| 724 | 1120 | 6IN SEWER SERVICE PIPE | 260.000 | LF | $203.00 | $52,780.00 |
| 724 | 5040 | SANITARY SEWER SERVICE CONNECTION | 7.000 | EA | $11,400.00 | $79,800.00 |
| 724 | 5050 | PIPE PVC 8IN SEWER | 408.000 | LF | $169.00 | $68,952.00 |
| 724 | 5100 | PIPE PVC 10IN SEWER | 160.000 | LF | $198.00 | $31,680.00 |
| 724 | 6031 | ABANDON WATER MAIN/SERVICE LINE | 2,509.000 | LF | $25.80 | $64,732.20 |
| 744 | 0050 | INSULATION BOARD | 200.000 | CF | $57.70 | $11,540.00 |
| | | | | | Subtotal | $1,634,839.64 |

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



North Dakota **FEDERAL AID**

Bid Opening Date: **10/9/2026**

Project Number: **TMA-SU-CRP-8-984(181)**

PCN: **24237**

Job Number: **24237**

English/Metric: **ENGLISH**

| | |
|---|---|
| Eng and Contg | **$0.00** |
| Total | **$1,634,839.64** |

Length **0.9760 Miles** **CASS** **0.9760 Miles**

| | | Construction |
|---|---|---|
| Estimated Cost | | **$1,634,839.64** |
| **ΓMASU FARGO CITY FUNDS** | **100.00%** | **$1,634,839.64** |

Summary for Project

Length **0.9760 Miles** **CASS** **0.9760 Miles**

| | |
|---|---|
| Estimated Total Construction Cost: | **$9,488,877.69** |
| Estimated Total Eng and Contg: | **$0.00** |

| | Construction | Total |
|---|---|---|
| Estimated Cost | **$9,488,877.69** | **$9,488,877.69** |
| **ΓMACR FEDERAL FUNDS** | **$647,000.00** | **$647,000.00** |
| **ΓMASU FEDERAL FUNDS** | **$5,332,974.01** | **$5,332,974.01** |
| **ΓMACR FARGO CITY FUNDS** | **$152,456.32** | **$152,456.32** |
| **ΓMASU FARGO CITY FUNDS** | **$3,356,447.36** | **$3,356,447.36** |

**NDDOT TO MAKE CONTRACTOR PAYMENTS. CRP FUNDS FOR THIS PROJECT IS LIMITED TO $647,000. SU FEDERAL FUNDS FOR THIS PROJECT IS LIMITED TO $ 5,332,974.01. ANY COSTS OVER THESE LIMITED AMOUNT WILL BE CITY RESPONSIBILITY. FEDERAL FUNDS ARE NOT USING FOR CONSTRUCTION ENGINEERING (CE) ON THIS PROJECT.**

# ND DEPARTMENT OF TRANSPORTATION

SHEET NO 1 OF 9

# ABSTRACT OF BIDS RECEIVED

PROJECT NO. TMA-SU-CRP-8-984(181)

COUNTY & DATE CASS (017) OCT 09, 2026 09:30AM

LENGTH & TYPE 0.976

COMPLETION TIME FARGO 17TH AVE(25TH ST-UNIVERSITY DR) 10/01/27 GRADING, SALVAGED BASE, PCC PAVEMENT,

NO. 24237

| SPEC. NO. | ITEM DESCRIPTION | UNIT | QUANTITY | BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE | AMOUNT | BIDDER BORDER STATES PAVING INC FARGO, ND c.c. BOND RANK 01 BID PRICE | AMOUNT | BIDDER DAKOTA UNDERGROUND COMPANY FARGO, ND c.c. BOND RANK 02 BID PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 103 | CONTRACT BOND | L SUM | 1.000 | 60000.000 | 60000.00 | 29000.000 | 29000.00 | 43000.000 | 43000.00 |
| 201 | REMOVAL OF TREES & BRUSH | L SUM | 1.000 | 15000.000 | 15000.00 | 3090.000 | 3090.00 | 3000.000 | 3000.00 |
| 201 | REMOVAL OF TREES 10IN | EA | 9.000 | 750.000 | 6750.00 | 284.000 | 2556.00 | 300.000 | 2700.00 |
| 201 | REMOVAL OF TREES 18IN | EA | 7.000 | 1500.000 | 10500.00 | 567.000 | 3969.00 | 600.000 | 4200.00 |
| 201 | REMOVAL OF TREES 30IN | EA | 1.000 | 3000.000 | 3000.00 | 1240.000 | 1240.00 | 1300.000 | 1300.00 |
| 202 | REMOVAL OF CONCRETE PAVEMENT | SY | 6621.000 | 25.000 | 165525.00 | 6.750 | 44691.75 | 15.000 | 99315.00 |
| 202 | REMOVAL OF PAVEMENT | TON | 18880.000 | 25.000 | 472000.00 | 17.500 | 330400.00 | 25.000 | 472000.00 |
| 202 | REMOVAL OF SEWER PIPE | LF | 4167.000 | 30.000 | 125010.00 | 38.000 | 158346.00 | 30.000 | 125010.00 |
| 202 | REMOVAL OF PIPE ALL TYPES AND SIZES | LF | 1287.000 | 50.000 | 64350.00 | 36.000 | 46332.00 | 20.000 | 25740.00 |
| 202 | REMOVAL OF MANHOLES | EA | 16.000 | 2500.000 | 40000.00 | 1000.000 | 16000.00 | 1800.000 | 28800.00 |
| 202 | REMOVAL OF CATCH BASIN | EA | 28.000 | 1500.000 | 42000.00 | 575.000 | 16100.00 | 700.000 | 19600.00 |
| 202 | ACP WATERMAIN REMOVAL | LF | 558.000 | 50.000 | 27900.00 | 90.000 | 50220.00 | 50.000 | 27900.00 |
| 203 | TOPSOIL | CY | 1500.000 | 20.000 | 30000.00 | 50.000 | 75000.00 | 55.000 | 82500.00 |
| 216 | WATER | M GAL | 75.000 | 30.000 | 2250.00 | 75.000 | 5625.00 | 35.000 | 2625.00 |
| 230 | SUBGRADE PREPARATION-TYPE A-12IN | STA | 51.500 | 2000.000 | 103000.00 | 1100.000 | 56650.00 | 2000.000 | 103000.00 |
| 251 | SEEDING CLASS III | ACRE | 3.500 | 5000.000 | 17500.00 | 4500.000 | 15750.00 | 4600.000 | 16100.00 |
| 253 | HYDRAULIC MULCH | ACRE | 7.100 | 5000.000 | 35500.00 | 2170.000 | 15407.00 | 2200.000 | 15620.00 |
| 302 | SALVAGED BASE COURSE | CY | 6776.000 | 75.000 | 508200.00 | 48.000 | 325248.00 | 75.000 | 508200.00 |
| 302 | TYPE II PIPE BEDDING | CY | 400.000 | 60.000 | 24000.00 | 65.500 | 26200.00 | .010 | 4.00 |
| 430 | COMMERCIAL GRADE HOT MIX ASPHALT | TON | 143.000 | 300.000 | 42900.00 | 300.000 | 42900.00 | 365.000 | 52195.00 |
| 550 | 10IN NON REINF CONCRETE PVMT CL AE-DOWELED | SY | 18119.000 | 125.000 | 2264875.00 | 118.000 | 2138042.00 | 125.000 | 2264875.00 |
| 702 | MOBILIZATION | L SUM | 1.000 | 650000.000 | 650000.00 | 286000.000 | 286000.00 | 295000.000 | 295000.00 |
| 704 | FLAGGING | MHR | 450.000 | 60.000 | 27000.00 | 66.000 | 29700.00 | 65.000 | 29250.00 |
| 704 | TRAFFIC CONTROL SIGNS | UNIT | 1382.000 | 3.500 | 4837.00 | 4.400 | 6080.80 | 4.500 | 6219.00 |
| 704 | TYPE III BARRICADE | EA | 108.000 | 120.000 | 12960.00 | 87.700 | 9471.60 | 90.000 | 9720.00 |
| 704 | SIDEWALK BARRICADE | EA | 10.000 | 75.000 | 750.00 | 56.700 | 567.00 | 58.000 | 580.00 |
| 704 | PEDESTRIAN WALKWAY | LF | 400.000 | 40.000 | 16000.00 | 50.800 | 20320.00 | 34.000 | 13600.00 |
| 704 | DELINEATOR DRUMS | EA | 63.000 | 35.000 | 2205.00 | 19.100 | 1203.30 | 19.500 | 1228.50 |
| 704 | OBLITERATION OF PAVEMENT MARKING | SF | 45.000 | 15.000 | 675.00 | 20.600 | 927.00 | 21.000 | 945.00 |
| 704 | TEMPORARY CURB RAMP | EA | 20.000 | 500.000 | 10000.00 | 309.000 | 6180.00 | 315.000 | 6300.00 |
| 704 | PORTABLE CHANGEABLE MESSAGE SIGN | EA | 2.000 | 3500.000 | 7000.00 | 6440.000 | 12880.00 | 6500.000 | 13000.00 |
| 708 | INLET PROTECTION-SPECIAL | EA | 52.000 | 250.000 | 13000.00 | 253.000 | 13156.00 | 250.000 | 13000.00 |
| 709 | GEOSYNTHETIC MATERIAL TYPE R1 | SY | 22499.000 | 5.000 | 112495.00 | 3.250 | 73121.75 | 3.500 | 78746.50 |
| 714 | PIPE CONC REINF 12IN CL V-STORM DRAIN | LF | 32.000 | 130.000 | 4160.00 | 99.200 | 3174.40 | 155.000 | 4960.00 |
| 714 | PIPE CONC REINF 15IN CL V-STORM DRAIN | LF | 1110.000 | 140.000 | 155400.00 | 113.000 | 125430.00 | 155.000 | 172050.00 |
| 714 | PIPE CONC REINF 18IN CL V-STORM DRAIN | LF | 26.000 | 150.000 | 3900.00 | 259.000 | 6734.00 | 250.000 | 6500.00 |
| 714 | PIPE CONC REINF 21IN CL III-STORM DRAIN | LF | 43.000 | 160.000 | 6880.00 | 170.000 | 7310.00 | 280.000 | 12040.00 |
| 714 | PIPE CONC REINF 24IN CL III-STORM DRAIN | LF | 128.000 | 175.000 | 22400.00 | 196.000 | 25088.00 | 350.000 | 44800.00 |
| 714 | PIPE CONC REINF 27IN CL III-STORM DRAIN | LF | 16.000 | 190.000 | 3040.00 | 172.000 | 2752.00 | 365.000 | 5840.00 |
| 714 | PIPE CONC REINF 30IN CL III-STORM DRAIN | LF | 463.000 | 215.000 | 99545.00 | 267.000 | 123621.00 | 450.000 | 208350.00 |
| 714 | PIPE CONC REINF 36IN CL III-STORM DRAIN | LF | 458.000 | 240.000 | 109920.00 | 475.000 | 217550.00 | 550.000 | 251900.00 |
| 714 | PIPE CONC REINF 42IN CL III-STORM DRAIN | LF | 1496.000 | 250.000 | 374000.00 | 437.000 | 653752.00 | 750.000 | 1122000.00 |
| 714 | PIPE CONC REINF 48IN CL III-STORM DRAIN | LF | 8.000 | 285.000 | 2280.00 | 321.000 | 2568.00 | 750.000 | 6000.00 |
| 714 | PIPE CONC REINF 54IN CL III-STORM DRAIN | LF | 703.000 | 315.000 | 221445.00 | 553.000 | 388759.00 | 950.000 | 667850.00 |
| 714 | PIPE PVC 10IN | LF | 8.000 | 85.000 | 680.00 | 128.000 | 1024.00 | 150.000 | 1200.00 |
| 714 | EDGEDRAIN NON PERMEABLE BASE | LF | 10758.000 | 15.000 | 161370.00 | 10.400 | 111883.20 | 10.000 | 107580.00 |
| 722 | MANHOLE 48IN | EA | 1.000 | 7000.000 | 7000.00 | 5150.000 | 5150.00 | 8000.000 | 8000.00 |

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

33

AWARD TO: BORDER STATES PAVING INC

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

# ND DEPARTMENT OF TRANSPORTATION

SHEET NO 2 OF 9

# ABSTRACT OF BIDS RECEIVED

PROJECT NO. TMA-SU-CRP-8-984(181)

COUNTY & DATE CASS (017) OCT 09, 2026 09:30AM

LENGTH & TYPE 0.976 FARGO 17TH AVE(25TH ST-UNIVERSITY DR)

COMPLETION TIME 10/01/27 GRADING, SALVAGED BASE, PCC PAVEMENT,

NO. 24237

| SPEC. NO. | ITEM DESCRIPTION | UNIT | QUANTITY | BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE | AMOUNT | BIDDER BORDER STATES PAVING INC FARGO, ND c.c. BOND RANK 01 BID PRICE | AMOUNT | BIDDER DAKOTA UNDERGROUND COMPANY FARGO, ND c.c. BOND RANK 02 BID PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 722 | MANHOLE 60IN | EA | 2.000 | 8000.000 | 16000.00 | 9380.000 | 18760.00 | 14500.000 | 29000.00 |
| 722 | MANHOLE 72IN | EA | 7.000 | 10000.000 | 70000.00 | 13900.000 | 97300.00 | 20000.000 | 140000.00 |
| 722 | MANHOLE 84IN | EA | 1.000 | 15000.000 | 15000.00 | 12000.000 | 12000.00 | 20000.000 | 20000.00 |
| 722 | MANHOLE 96IN | EA | 4.000 | 18000.000 | 72000.00 | 17000.000 | 68000.00 | 30000.000 | 120000.00 |
| 722 | MANHOLE CASTING | EA | 13.000 | 2500.000 | 32500.00 | 1970.000 | 25610.00 | 2700.000 | 35100.00 |
| 722 | MANHOLE SPECIAL | EA | 4.000 | 20000.000 | 80000.00 | 18700.000 | 74800.00 | 32000.000 | 128000.00 |
| 722 | ABANDON STORM SEWER | LF | 434.000 | 30.000 | 13020.00 | 28.100 | 12195.40 | 50.000 | 21700.00 |
| 722 | SANITARY MANHOLE REPAIR | EA | 7.000 | 5000.000 | 35000.00 | 1330.000 | 9310.00 | 2000.000 | 14000.00 |
| 722 | CASTING INLET-TYPE 2 | EA | 3.000 | 2500.000 | 7500.00 | 1350.000 | 4050.00 | 2000.000 | 6000.00 |
| 722 | INLET-TYPE 2 | EA | 36.000 | 5000.000 | 180000.00 | 5480.000 | 197280.00 | 4500.000 | 162000.00 |
| 722 | INLET SPECIAL-TYPE 2 48IN | EA | 5.000 | 7000.000 | 35000.00 | 4840.000 | 24200.00 | 8000.000 | 40000.00 |
| 722 | INLET SPECIAL-TYPE 2 60IN | EA | 3.000 | 8000.000 | 24000.00 | 6020.000 | 18060.00 | 10500.000 | 31500.00 |
| 722 | INLET SPECIAL-TYPE 2 72IN | EA | 1.000 | 10000.000 | 10000.00 | 6020.000 | 6020.00 | 13000.000 | 13000.00 |
| 722 | INLET SPECIAL-TYPE 2 96IN | EA | 1.000 | 18000.000 | 18000.00 | 8580.000 | 8580.00 | 23000.000 | 23000.00 |
| 722 | ADJUST GATE VALVE BOX | EA | 1.000 | 500.000 | 500.00 | 53.700 | 53.70 | 1000.000 | 1000.00 |
| 722 | ADJUST MANHOLE SPECIAL | EA | 3.000 | 5000.000 | 15000.00 | 2190.000 | 6570.00 | 3500.000 | 10500.00 |
| 724 | FITTINGS-DUCTILE IRON | LBS | 5146.000 | 25.000 | 128650.00 | 36.600 | 188343.60 | 24.000 | 123504.00 |
| 724 | REMOVE GATE VALVE & BOX | EA | 43.000 | 1000.000 | 43000.00 | 549.000 | 23607.00 | 500.000 | 21500.00 |
| 724 | GATE VALVE & BOX 4IN | EA | 2.000 | 3000.000 | 6000.00 | 2390.000 | 4780.00 | 4000.000 | 8000.00 |
| 724 | GATE VALVE & BOX 6IN | EA | 13.000 | 3000.000 | 39000.00 | 2740.000 | 35620.00 | 4400.000 | 57200.00 |
| 724 | GATE VALVE & BOX 8IN | EA | 15.000 | 4000.000 | 60000.00 | 3570.000 | 53550.00 | 5200.000 | 78000.00 |
| 724 | GATE VALVE & BOX 12IN | EA | 9.000 | 7500.000 | 67500.00 | 5910.000 | 53190.00 | 8300.000 | 74700.00 |
| 724 | GATE VALVE & BOX 10IN | EA | 7.000 | 6000.000 | 42000.00 | 5160.000 | 36120.00 | 7250.000 | 50750.00 |
| 724 | HYDRANT-INSTALL 5IN | EA | 12.000 | 7500.000 | 90000.00 | 7310.000 | 87720.00 | 9000.000 | 108000.00 |
| 724 | REMOVE HYDRANT | EA | 12.000 | 1500.000 | 18000.00 | 349.000 | 4188.00 | 1000.000 | 12000.00 |
| 724 | SLEEVE 12IN | EA | 3.000 | 2000.000 | 6000.00 | 1660.000 | 4980.00 | 3500.000 | 10500.00 |
| 724 | TAPPING SLEEVE & VALVE 12IN X 6IN | EA | 4.000 | 5000.000 | 20000.00 | 5710.000 | 22840.00 | 10000.000 | 40000.00 |
| 724 | TAPPING SLEEVE & VALVE 12IN X 10IN | EA | 1.000 | 10000.000 | 10000.00 | 10700.000 | 10700.00 | 15000.000 | 15000.00 |
| 724 | WATER SERVICE LINE 1IN | LF | 154.000 | 50.000 | 7700.00 | 90.100 | 13875.40 | 165.000 | 25410.00 |
| 724 | TEMPORARY WATER SERVICE | L SUM | 1.000 | 25000.000 | 25000.00 | 27500.000 | 27500.00 | 75000.000 | 75000.00 |
| 724 | WATERMAIN 4IN PVC | LF | 50.000 | 100.000 | 5000.00 | 106.000 | 5300.00 | 145.000 | 7250.00 |
| 724 | WATERMAIN 6IN PVC | LF | 173.000 | 125.000 | 21625.00 | 136.000 | 23528.00 | 150.000 | 25950.00 |
| 724 | WATERMAIN 8IN PVC | LF | 356.000 | 140.000 | 49840.00 | 195.990 | 69772.44 | 165.000 | 58740.00 |
| 724 | WATERMAIN 10IN PVC | LF | 217.000 | 200.000 | 43400.00 | 194.000 | 42098.00 | 170.000 | 36890.00 |
| 724 | WATERMAIN 12IN PVC | LF | 1111.000 | 250.000 | 277750.00 | 180.000 | 199980.00 | 180.000 | 199980.00 |
| 724 | BORE & PUSH 12IN PVC WATER | LF | 1091.000 | 300.000 | 327300.00 | 156.000 | 170196.00 | 205.000 | 223655.00 |
| 724 | WATERMAIN 16IN PVC | LF | 8.000 | 300.000 | 2400.00 | 343.000 | 2744.00 | 600.000 | 4800.00 |
| 724 | WATERMAIN 16IN | LF | 8.000 | 300.000 | 2400.00 | 264.000 | 2112.00 | 600.000 | 4800.00 |
| 724 | CURB STOP & BOX 1IN | EA | 7.000 | 1000.000 | 7000.00 | 750.000 | 5250.00 | 860.000 | 6020.00 |
| 724 | CONNECTION TO EXISTING MAIN | EA | 47.000 | 2500.000 | 117500.00 | 3510.000 | 164970.00 | 3500.000 | 164500.00 |
| 724 | WATER SERVICE CONNECTION 1IN | EA | 7.000 | 1000.000 | 7000.00 | 858.000 | 6006.00 | 900.000 | 6300.00 |
| 724 | 6IN SEWER SERVICE PIPE | LF | 260.000 | 100.000 | 26000.00 | 203.000 | 52780.00 | 150.000 | 39000.00 |
| 724 | SANITARY SEWER SERVICE CONNECTION | EA | 7.000 | 1000.000 | 7000.00 | 11400.000 | 79800.00 | 20000.000 | 140000.00 |
| 724 | PIPE PVC 8IN SEWER | LF | 408.000 | 150.000 | 61200.00 | 169.000 | 68952.00 | 240.000 | 97920.00 |
| 724 | PIPE PVC 10IN SEWER | LF | 160.000 | 225.000 | 36000.00 | 198.000 | 31680.00 | 270.000 | 43200.00 |
| 724 | ABANDON WATER MAIN/SERVICE LINE | LF | 2509.000 | 20.000 | 50180.00 | 25.800 | 64732.20 | 20.000 | 50180.00 |
| 744 | INSULATION BOARD | CF | 200.000 | 20.000 | 4000.00 | 57.700 | 11540.00 | 40.000 | 8000.00 |

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering

AWARD TO: BORDER STATES PAVING INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

34

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

# ND DEPARTMENT OF TRANSPORTATION

SHEET NO 3 OF 9

# ABSTRACT OF BIDS RECEIVED

PROJECT NO. TMA-SU-CRP-8-984(181)

COUNTY & DATE CASS (017) OCT 09, 2026 09:30AM

LENGTH & TYPE 0.976

COMPLETION TIME FARGO 17TH AVE(25TH ST-UNIVERSITY DR) 10/01/27 GRADING, SALVAGED BASE, PCC PAVEMENT,

NO. 24237

| SPEC. NO. | ITEM DESCRIPTION | UNIT | QUANTITY | BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE | AMOUNT | BIDDER BORDER STATES PAVING INC FARGO, ND c.c. BOND RANK 01 BID PRICE | AMOUNT | BIDDER DAKOTA UNDERGROUND COMPANY FARGO, ND c.c. BOND RANK 02 BID PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 748 | CURB & GUTTER-TYPE I 30IN | LF | 10758.000 | 40.000 | 430320.00 | 37.100 | 399121.80 | 37.000 | 398046.00 |
| 750 | PIGMENTED IMPRINTED CONCRETE | SY | 48.000 | 120.000 | 5760.00 | 227.000 | 10896.00 | 294.000 | 14112.00 |
| 750 | SIDEWALK CONCRETE 4IN | SY | 1525.000 | 80.000 | 122000.00 | 76.000 | 115900.00 | 98.000 | 149450.00 |
| 750 | SIDEWALK CONCRETE 5IN REINF | SY | 4887.000 | 100.000 | 488700.00 | 82.400 | 402688.80 | 80.000 | 390960.00 |
| 750 | SIDEWALK CONCRETE 6IN | SY | 386.000 | 110.000 | 42460.00 | 106.000 | 40916.00 | 78.000 | 30108.00 |
| 750 | DRIVEWAY CONCRETE | SY | 1942.000 | 120.000 | 233040.00 | 86.200 | 167400.40 | 85.000 | 165070.00 |
| 750 | DETECTABLE WARNING PANELS | SF | 1170.000 | 70.000 | 81900.00 | 73.200 | 85644.00 | 63.000 | 73710.00 |
| 752 | TEMPORARY SAFETY FENCE | LF | 2000.000 | 5.000 | 10000.00 | 5.500 | 11000.00 | 4.000 | 8000.00 |
| 754 | FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING | SF | 351.000 | 30.000 | 10530.00 | 15.000 | 5265.00 | 15.250 | 5352.75 |
| 754 | FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING | SF | 95.000 | 35.000 | 3325.00 | 13.700 | 1301.50 | 14.000 | 1330.00 |
| 754 | STEEL GALV POSTS-TELESCOPING PERFORATED TUBE | LF | 826.000 | 25.000 | 20650.00 | 22.600 | 18667.60 | 23.000 | 18998.00 |
| 754 | RESET SIGN PANEL | EA | 1.000 | 2500.000 | 2500.00 | 577.000 | 577.00 | 600.000 | 600.00 |
| 762 | EPOXY PVMT MK 16IN LINE | LF | 120.00 | 20.000 | 2400.00 | 258.00 | 309.60 | 260.00 | 312.00 |
| 762 | EPOXY PVMT MK 24IN LINE | LF | 156.000 | 20.000 | 3120.00 | 392.00 | 611.52 | 400.00 | 624.00 |
| 762 | PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED) | SF | 144.000 | 50.000 | 7200.00 | 464.00 | 668.16 | 480.00 | 691.20 |
| 762 | METHYL METHACRYLATE PVMT MK 6IN LINE | LF | 90.000 | 50.000 | 4500.00 | 825.00 | 742.50 | 840.00 | 756.00 |
| 762 | METHYL METHACRYLATE PVMT MK 16IN LINE | LF | 164.000 | 40.000 | 6560.00 | 619.00 | 1015.16 | 630.00 | 1033.20 |
| 762 | METHYL METHACRYLATE PVMT MK 24IN LINE | LF | 476.000 | 80.000 | 38080.00 | 825.00 | 3927.00 | 840.00 | 3998.40 |
| 762 | PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED | LF | 3055.000 | 20.000 | 61100.00 | 5.150 | 15733.25 | 5.250 | 16038.75 |
| 762 | PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED | LF | 522.000 | 20.000 | 10440.00 | 14.400 | 7516.80 | 15.000 | 7830.00 |
| 766 | RESET MAILBOX | EA | 7.000 | 300.000 | 2100.00 | 653.000 | 4571.00 | 650.000 | 4550.00 |
| 770 | LIGHTING SYSTEM | EA | 1.000 | 375000.000 | 375000.00 | 200000.000 | 200000.00 | 198000.000 | 198000.00 |
| 770 | REMOVE LIGHTING SYSTEM | EA | 1.000 | 75000.000 | 75000.00 | 42000.000 | 42000.00 | 42000.000 | 42000.00 |
| 772 | FLASHING BEACON-POST MOUNTED | EA | 2.000 | 7500.000 | 15000.00 | 19500.000 | 39000.00 | 20000.000 | 40000.00 |
| 772 | REVISE TRAFFIC SIGNAL SYSTEM-SITE 1 | EA | 1.000 | 150000.000 | 150000.00 | 139000.000 | 139000.00 | 140000.000 | 140000.00 |
| 772 | REVISE TRAFFIC SIGNAL SYSTEM-SITE 2 | EA | 1.000 | 125000.000 | 125000.00 | 100000.000 | 100000.00 | 103000.000 | 103000.00 |
| 910 | MODIFY MANHOLE | EA | 1.000 | 5000.000 | 5000.00 | 2350.000 | 2350.00 | 3500.000 | 3500.00 |
| 970 | HOT WING MAPLE | EA | 7.000 | 1000.000 | 7000.00 | 707.000 | 4949.00 | 720.000 | 5040.00 |
| 970 | AMUR CHOKECHERRY | EA | 7.000 | 1000.000 | 7000.00 | 717.000 | 5019.00 | 730.000 | 5110.00 |
| 970 | COMMON HACKBERRY | EA | 4.000 | 1000.000 | 4000.00 | 717.000 | 2868.00 | 730.000 | 2920.00 |
| 970 | SPRING SNOW CRABAPPLE | EA | 6.000 | 1000.000 | 6000.00 | 676.000 | 4056.00 | 700.000 | 4200.00 |
| 970 | PRAIRIE GEM PEAR | EA | 4.000 | 1000.000 | 4000.00 | 707.000 | 2828.00 | 720.000 | 2880.00 |
| 970 | IVORY SILK LILAC | EA | 13.000 | 1000.000 | 13000.00 | 686.000 | 8918.00 | 700.000 | 9100.00 |
| 970 | HARVEST GOLD LINDEN | EA | 3.000 | 1000.000 | 3000.00 | 696.000 | 2088.00 | 710.000 | 2130.00 |
| 970 | TRIUMPH ELM | EA | 1.000 | 1000.000 | 1000.00 | 696.000 | 696.00 | 710.000 | 710.00 |
| 990 | GUARD POST-PERMANENT | EA | 3.000 | 1000.000 | 3000.00 | 488.000 | 1464.00 | 500.000 | 1500.00 |
| | TOTAL | | | | 1056369.200 | | 948887.769 | | 1139897.750 |
| | | | | | | NO LIMIT | | NO LIMIT | |

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

35

AWARD TO: BORDER STATES PAVING INC

DATE OF AWARD

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

# ND DEPARTMENT OF TRANSPORTATION

SHEET NO 4 OF 9

# ABSTRACT OF BIDS RECEIVED

PROJECT NO. TMA-SU-CRP-8-984(181)

COUNTY & DATE CASS (017) OCT 09, 2026 09:30AM

LENGTH & TYPE 0.976

FARGO 17TH AVE(25TH ST-UNIVERSITY DR)

COMPLETION TIME 10/01/27 GRADING, SALVAGED BASE, PCC PAVEMENT,

NO. 24237

BIDDER: PARK CONSTRUCTION COMPANY — MINNEAPOLIS, MN — c.c. BOND — RANK 03

BIDDER: MEYER CONTRACTING IN C DBA MEYER CON INC — MINNEAPOLIS, MN — c.c. BOND — RANK 04

BIDDER: NORTHERN IMPROVEMENT COMPANY — FARGO, ND — c.c. BOND — RANK 05

| SPEC. NO. | ITEM DESCRIPTION | UNIT | QUANTITY | BID PRICE | AMOUNT | BID PRICE | AMOUNT | BID PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 103 | CONTRACT BOND | L SUM | 1.000 | 41700.000 | 41700.00 | 40000.000 | 40000.00 | 34500.000 | 34500.00 |
| 201 | REMOVAL OF TREES & BRUSH | L SUM | 1.000 | 6350.000 | 6350.00 | 7500.000 | 7500.00 | 3500.000 | 3500.00 |
| 201 | REMOVAL OF TREES 10IN | EA | 9.000 | 291.000 | 2619.00 | 600.000 | 5400.00 | 650.000 | 5850.00 |
| 201 | REMOVAL OF TREES 18IN | EA | 7.000 | 582.000 | 4074.00 | 800.000 | 5600.00 | 990.000 | 6930.00 |
| 201 | REMOVAL OF TREES 30IN | EA | 1.000 | 1270.000 | 1270.00 | 1200.000 | 1200.00 | 3500.000 | 3500.00 |
| 202 | REMOVAL OF CONCRETE PAVEMENT | SY | 6621.000 | 5.150 | 34098.15 | 8.800 | 58264.80 | 20.000 | 132420.00 |
| 202 | REMOVAL OF PAVEMENT | TON | 18880.000 | 11.300 | 213344.00 | 24.110 | 455196.80 | 16.250 | 306800.00 |
| 202 | REMOVAL OF SEWER PIPE | LF | 4167.000 | 38.700 | 161262.90 | 27.580 | 114924.86 | 30.500 | 127093.50 |
| 202 | REMOVAL OF PIPE ALL TYPES AND SIZES | LF | 1287.000 | 18.000 | 23166.00 | 33.160 | 42676.92 | 19.000 | 24453.00 |
| 202 | REMOVAL OF MANHOLES | EA | 16.000 | 862.000 | 13792.00 | 1299.810 | 20796.96 | 1150.000 | 18400.00 |
| 202 | REMOVAL OF CATCH BASIN | EA | 28.000 | 237.000 | 6636.00 | 727.250 | 20363.00 | 765.000 | 21420.00 |
| 202 | ACP WATERMAIN REMOVAL | LF | 558.000 | 67.000 | 37386.00 | 50.430 | 28139.94 | 78.500 | 43803.00 |
| 203 | TOPSOIL | CY | 1500.000 | 46.800 | 70200.00 | 83.630 | 125445.00 | 18.000 | 27000.00 |
| 216 | WATER | M GAL | 75.000 | 145.000 | 10875.00 | 151.120 | 11334.00 | 32.500 | 2437.50 |
| 230 | SUBGRADE PREPARATION-TYPE A-12IN | STA | 51.500 | 665.000 | 34247.50 | 2259.280 | 116352.92 | 3000.000 | 154500.00 |
| 251 | SEEDING CLASS III | ACRE | 3.500 | 15400.000 | 53900.00 | 4350.000 | 15225.00 | 4550.000 | 15925.00 |
| 253 | HYDRAULIC MULCH | ACRE | 7.100 | 4660.000 | 33086.00 | 2100.000 | 14910.00 | 2200.000 | 15620.00 |
| 302 | SALVAGED BASE COURSE | CY | 6776.000 | 5.380 | 36454.88 | 7.470 | 50596.92 | 7.200 | 48787.20 |
| 302 | TYPE II PIPE BEDDING | CY | 400.000 | 82.900 | 33160.00 | 149.890 | 59956.00 | 79.000 | 31600.00 |
| 430 | COMMERCIAL GRADE HOT MIX ASPHALT | TON | 143.000 | 350.000 | 50050.00 | 330.990 | 47331.57 | 380.000 | 54340.00 |
| 550 | 10IN NON REINF CONCRETE PVMT CL AE-DOWELED | SY | 18119.000 | 120.000 | 2174280.00 | 113.540 | 2057360.86 | 115.000 | 2083685.00 |
| 702 | MOBILIZATION | L SUM | 1.000 | 748000.000 | 748000.00 | 855041.850 | 855041.85 | 1204000.000 | 1204000.00 |
| 704 | FLAGGING | MHR | 450.000 | 71.700 | 32265.00 | 112.090 | 50440.50 | 64.000 | 28800.00 |
| 704 | TRAFFIC CONTROL SIGNS | UNIT | 1382.000 | 4.550 | 6288.10 | 4.280 | 5914.96 | 4.500 | 6219.00 |
| 704 | TYPE III BARRICADE | EA | 108.000 | 90.900 | 9817.20 | 112.620 | 12162.96 | 90.000 | 9720.00 |
| 704 | SIDEWALK BARRICADE | EA | 10.000 | 58.800 | 588.00 | 217.020 | 2170.20 | 57.500 | 575.00 |
| 704 | PEDESTRIAN WALKWAY | LF | 400.000 | 24.100 | 9640.00 | 29.140 | 11656.00 | 23.500 | 9400.00 |
| 704 | DELINEATOR DRUMS | EA | 63.000 | 19.800 | 1247.40 | 18.650 | 1174.95 | 19.500 | 1228.50 |
| 704 | OBLITERATION OF PAVEMENT MARKING | SF | 45.000 | 33.200 | 1494.00 | 20.250 | 911.25 | 21.000 | 945.00 |
| 704 | TEMPORARY CURB RAMP | EA | 20.000 | 321.000 | 6420.00 | 383.210 | 7664.20 | 315.000 | 6300.00 |
| 704 | PORTABLE CHANGEABLE MESSAGE SIGN | EA | 2.000 | 6680.000 | 13360.00 | 6292.340 | 12584.68 | 6500.000 | 13000.00 |
| 708 | INLET PROTECTION-SPECIAL | EA | 52.000 | 206.000 | 10712.00 | 245.000 | 12740.00 | 255.000 | 13260.00 |
| 709 | GEOSYNTHETIC MATERIAL TYPE R1 | SY | 22499.000 | 3.300 | 74246.70 | 3.730 | 83921.27 | 3.700 | 83246.30 |
| 714 | PIPE CONC REINF 12IN CL V-STORM DRAIN | LF | 32.000 | 145.000 | 4640.00 | 266.850 | 8539.20 | 183.000 | 5856.00 |
| 714 | PIPE CONC REINF 15IN CL V-STORM DRAIN | LF | 1110.000 | 218.000 | 241980.00 | 173.110 | 192152.10 | 145.000 | 160950.00 |
| 714 | PIPE CONC REINF 18IN CL V-STORM DRAIN | LF | 26.000 | 575.000 | 14950.00 | 230.130 | 5983.38 | 194.000 | 5044.00 |
| 714 | PIPE CONC REINF 21IN CL III-STORM DRAIN | LF | 43.000 | 339.000 | 14577.00 | 220.240 | 9470.32 | 257.000 | 11051.00 |
| 714 | PIPE CONC REINF 24IN CL III-STORM DRAIN | LF | 128.000 | 315.000 | 40320.00 | 253.360 | 32430.08 | 263.000 | 33664.00 |
| 714 | PIPE CONC REINF 27IN CL III-STORM DRAIN | LF | 16.000 | 763.000 | 12208.00 | 306.920 | 4910.72 | 289.000 | 4624.00 |
| 714 | PIPE CONC REINF 30IN CL III-STORM DRAIN | LF | 463.000 | 516.000 | 238908.00 | 357.090 | 165332.67 | 420.000 | 194460.00 |
| 714 | PIPE CONC REINF 36IN CL III-STORM DRAIN | LF | 458.000 | 532.000 | 243656.00 | 484.390 | 221850.62 | 550.000 | 251900.00 |
| 714 | PIPE CONC REINF 42IN CL III-STORM DRAIN | LF | 1496.000 | 632.000 | 945472.00 | 723.400 | 1082206.40 | 785.000 | 1174360.00 |
| 714 | PIPE CONC REINF 48IN CL III-STORM DRAIN | LF | 8.000 | 1030.000 | 8240.00 | 535.450 | 4283.60 | 578.000 | 4624.00 |
| 714 | PIPE CONC REINF 54IN CL III-STORM DRAIN | LF | 703.000 | 806.000 | 566618.00 | 892.100 | 627146.30 | 1150.000 | 808450.00 |
| 714 | PIPE PVC 10IN | LF | 8.000 | 100.000 | 800.00 | 303.850 | 2430.80 | 236.000 | 1888.00 |
| 714 | EDGEDRAIN NON PERMEABLE BASE | LF | 10758.000 | 10.900 | 117262.20 | 15.670 | 168577.86 | 10.000 | 107580.00 |
| 722 | MANHOLE 48IN | EA | 1.000 | 7150.000 | 7150.00 | 6711.290 | 6711.29 | 7830.000 | 7830.00 |

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering

AWARD TO: BORDER STATES PAVING INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

# ND DEPARTMENT OF TRANSPORTATION

SHEET NO 5 OF 9

# ABSTRACT OF BIDS RECEIVED

PROJECT NO. TMA-SU-CRP-8-984(181)

COUNTY & DATE CASS (017) OCT 09, 2026 09:30AM

LENGTH & TYPE 0.976

FARGO 17TH AVE(25TH ST-UNIVERSITY DR)

COMPLETION TIME 10/01/27 GRADING, SALVAGED BASE, PCC PAVEMENT,

NO. 24237

| SPEC. NO. | ITEM DESCRIPTION | UNIT | QUANTITY | BIDDER 1: PARK CONSTRUCTION COMPANY<br>MINNEAPOLIS, MN<br>c.c. BOND RANK 03<br>BID PRICE | BIDDER 1<br>AMOUNT | BIDDER 2: MEYER CONTRACTING INC DBA MEYER CON INC<br>MINNEAPOLIS, MN<br>c.c. BOND RANK 04<br>BID PRICE | BIDDER 2<br>AMOUNT | BIDDER 3: NORTHERN IMPROVEMENT COMPANY<br>FARGO, ND<br>c.c. BOND RANK 05<br>BID PRICE | BIDDER 3<br>AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 722 | MANHOLE 60IN | EA | 2.000 | 11600.000 | 23200.00 | 14394.950 | 28789.90 | 13250.000 | 26500.00 |
| 722 | MANHOLE 72IN | EA | 7.000 | 14400.000 | 100800.00 | 15923.090 | 111461.63 | 16000.000 | 112000.00 |
| 722 | MANHOLE 84IN | EA | 1.000 | 14800.000 | 14800.00 | 16022.210 | 16022.21 | 16500.000 | 16500.00 |
| 722 | MANHOLE 96IN | EA | 4.000 | 23300.000 | 93200.00 | 27657.910 | 110631.64 | 26800.000 | 107200.00 |
| 722 | MANHOLE CASTING | EA | 13.000 | 2220.000 | 28860.00 | 2500.550 | 32507.15 | 1890.000 | 24570.00 |
| 722 | MANHOLE SPECIAL | EA | 4.000 | 41100.000 | 164400.00 | 43033.350 | 172133.40 | 34000.000 | 136000.00 |
| 722 | ABANDON STORM SEWER | LF | 434.000 | 31.600 | 13714.40 | 20.680 | 8975.12 | 44.000 | 19096.00 |
| 722 | SANITARY MANHOLE REPAIR | EA | 7.000 | 3020.000 | 21140.00 | 5652.410 | 39568.87 | 13125.000 | 91875.00 |
| 722 | CASTING INLET-TYPE 2 | EA | 3.000 | 1570.000 | 4710.00 | 1262.050 | 3786.15 | 1000.000 | 3000.00 |
| 722 | INLET-TYPE 2 | EA | 36.000 | 4980.000 | 179280.00 | 4710.210 | 169567.56 | 4500.000 | 162000.00 |
| 722 | INLET SPECIAL-TYPE 2 48IN | EA | 5.000 | 7830.000 | 39150.00 | 6332.920 | 31664.60 | 6250.000 | 31250.00 |
| 722 | INLET SPECIAL-TYPE 2 60IN | EA | 3.000 | 10100.000 | 30300.00 | 8120.370 | 24361.11 | 8000.000 | 24000.00 |
| 722 | INLET SPECIAL-TYPE 2 72IN | EA | 1.000 | 9900.000 | 9900.00 | 10421.530 | 10421.53 | 10400.000 | 10400.00 |
| 722 | INLET SPECIAL-TYPE 2 96IN | EA | 1.000 | 20900.000 | 20900.00 | 18453.420 | 18453.42 | 18700.000 | 18700.00 |
| 722 | ADJUST GATE VALVE BOX | EA | 1.000 | 402.000 | 402.00 | 319.180 | 319.18 | 350.000 | 350.00 |
| 722 | ADJUST MANHOLE SPECIAL | EA | 3.000 | 2360.000 | 7080.00 | 4951.400 | 14854.20 | 5800.000 | 17400.00 |
| 724 | FITTINGS-DUCTILE IRON | LBS | 5146.000 | 2.200 | 12967.20 | 2.359 | 12139.14 | 2.100 | 10806.60 |
| 724 | REMOVE GATE VALVE & BOX | EA | 43.000 | 359.000 | 15437.00 | 225.660 | 9703.38 | 340.000 | 14620.00 |
| 724 | GATE VALVE & BOX 4IN | EA | 2.000 | 2440.000 | 4880.00 | 2958.510 | 5917.02 | 3050.000 | 6100.00 |
| 724 | GATE VALVE & BOX 6IN | EA | 13.000 | 2810.000 | 36530.00 | 3375.480 | 43881.24 | 3500.000 | 45500.00 |
| 724 | GATE VALVE & BOX 8IN | EA | 15.000 | 4360.000 | 65400.00 | 4381.880 | 65728.20 | 4800.000 | 72000.00 |
| 724 | GATE VALVE & BOX 12IN | EA | 9.000 | 10200.000 | 91800.00 | 7325.960 | 65933.64 | 8200.000 | 73800.00 |
| 724 | GATE VALVE & BOX 10IN | EA | 7.000 | 5410.000 | 37870.00 | 6187.570 | 43312.99 | 7000.000 | 49000.00 |
| 724 | HYDRANT-INSTALL 5IN | EA | 12.000 | 8170.000 | 98040.00 | 9336.150 | 112033.80 | 9450.000 | 113400.00 |
| 724 | REMOVE HYDRANT | EA | 12.000 | 1790.000 | 21480.00 | 676.940 | 8123.28 | 1300.000 | 15600.00 |
| 724 | SLEEVE 12IN | EA | 3.000 | 3740.000 | 11220.00 | 2044.320 | 6132.96 | 4950.000 | 14850.00 |
| 724 | TAPPING SLEEVE & VALVE 12IN X 6IN | EA | 4.000 | 9000.000 | 36000.00 | 10717.140 | 42868.56 | 8500.000 | 34000.00 |
| 724 | TAPPING SLEEVE & VALVE 12IN X 10IN | EA | 1.000 | 11500.000 | 11500.00 | 13147.000 | 13147.00 | 14000.000 | 14000.00 |
| 724 | WATER SERVICE LINE 1IN | LF | 154.000 | 129.000 | 19866.00 | 94.000 | 14476.00 | 61.000 | 9394.00 |
| 724 | TEMPORARY WATER SERVICE | L SUM | 1.000 | 26900.000 | 26900.00 | 92320.700 | 92320.70 | 99750.000 | 99750.00 |
| 724 | WATERMAIN 4IN PVC | LF | 50.000 | 222.000 | 11100.00 | 307.660 | 15383.00 | 278.000 | 13900.00 |
| 724 | WATERMAIN 6IN PVC | LF | 173.000 | 244.000 | 42212.00 | 253.730 | 43895.29 | 76.000 | 13148.00 |
| 724 | WATERMAIN 8IN PVC | LF | 356.000 | 241.000 | 85796.00 | 430.020 | 153087.12 | 258.000 | 91848.00 |
| 724 | WATERMAIN 10IN PVC | LF | 217.000 | 253.000 | 54901.00 | 291.620 | 63281.54 | 265.000 | 57505.00 |
| 724 | WATERMAIN 12IN PVC | LF | 1111.000 | 256.000 | 284416.00 | 267.610 | 297314.71 | 207.000 | 229977.00 |
| 724 | BORE & PUSH 12IN PVC WATER | LF | 1091.000 | 317.000 | 345847.00 | 382.960 | 417809.36 | 268.000 | 292388.00 |
| 724 | WATERMAIN 16IN PVC | LF | 8.000 | 592.000 | 4736.00 | 548.490 | 4387.92 | 680.000 | 5440.00 |
| 724 | WATERMAIN 16IN | LF | 8.000 | 603.000 | 4824.00 | 386.140 | 3089.12 | 407.000 | 3256.00 |
| 724 | CURB STOP & BOX 1IN | EA | 7.000 | 951.000 | 6657.00 | 1071.490 | 7500.43 | 2000.000 | 14000.00 |
| 724 | CONNECTION TO EXISTING MAIN | EA | 47.000 | 5400.000 | 253800.00 | 2298.000 | 108006.00 | 4125.000 | 193875.00 |
| 724 | WATER SERVICE CONNECTION 1IN | EA | 7.000 | 1600.000 | 11200.00 | 1998.540 | 13989.78 | 1850.000 | 12950.00 |
| 724 | 6IN SEWER SERVICE PIPE | LF | 260.000 | 833.000 | 216580.00 | 337.850 | 87841.00 | 143.000 | 37180.00 |
| 724 | SANITARY SEWER SERVICE CONNECTION | EA | 7.000 | 8000.000 | 56000.00 | 2765.420 | 19359.494 | 2350.000 | 16450.00 |
| 724 | PIPE PVC 8IN SEWER | LF | 408.000 | 267.000 | 108936.00 | 303.610 | 123872.88 | 462.000 | 188496.00 |
| 724 | PIPE PVC 10IN SEWER | LF | 160.000 | 304.000 | 48640.00 | 349.150 | 55864.00 | 475.000 | 76000.00 |
| 724 | ABANDON WATER MAIN/SERVICE LINE | LF | 2509.000 | 7.700 | 19313.30 | 18.060 | 45312.54 | 10.500 | 26344.50 |
| 744 | INSULATION BOARD | CF | 200.000 | 14.300 | 2860.00 | 29.940 | 5988.00 | 30.500 | 6100.00 |

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering

AWARD TO: BORDER STATES PAVING INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

37

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

# ND DEPARTMENT OF TRANSPORTATION

SHEET NO 6 OF 9

# ABSTRACT OF BIDS RECEIVED

PROJECT NO. TMA-SU-CRP-8-984(181)

COUNTY & DATE CASS (017) OCT 09, 2026 09:30AM

LENGTH & TYPE 0.976

COMPLETION TIME FARGO 17TH AVE(25TH ST-UNIVERSITY DR) 10/01/27 GRADING, SALVAGED BASE, PCC PAVEMENT,

NO. 24237

| SPEC. NO. | ITEM DESCRIPTION | UNIT | QUANTITY | BIDDER PARK CONSTRUCTION COMPANY MINNEAPOLIS, MN c.c. BOND RANK 03 BID PRICE | AMOUNT | BIDDER MEYER CONTRACTING IN C DBA MEYER CON INC MINNEAPOLIS, MN c.c. BOND RANK 04 BID PRICE | AMOUNT | BIDDER NORTHERN IMPROVEMENT COMPANY FARGO, ND c.c. BOND RANK 05 BID PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 748 | CURB & GUTTER-TYPE I 30IN | LF | 107580.00 | 38.200 | 4109556.00 | 39.210 | 4218211.80 | 37.000 | 3980460.00 |
| 750 | PIGMENTED IMPRINTED CONCRETE | SY | 480.00 | 308.000 | 147840.00 | 289.490 | 138955.20 | 200.000 | 96000.00 |
| 750 | SIDEWALK CONCRETE 4IN | SY | 15250.00 | 103.000 | 1570750.00 | 98.820 | 1507005.00 | 96.000 | 1464000.00 |
| 750 | SIDEWALK CONCRETE 5IN REINF | SY | 4887.00 | 83.500 | 408064.50 | 80.730 | 394527.51 | 75.000 | 366525.00 |
| 750 | SIDEWALK CONCRETE 6IN | SY | 386.00 | 81.500 | 31459.00 | 78.890 | 30451.54 | 120.000 | 46320.00 |
| 750 | DRIVEWAY CONCRETE | SY | 1942.00 | 89.200 | 173226.40 | 86.040 | 167089.68 | 92.000 | 178664.00 |
| 750 | DETECTABLE WARNING PANELS | SF | 1170.00 | 66.100 | 77337.00 | 61.340 | 71767.80 | 60.000 | 70200.00 |
| 752 | TEMPORARY SAFETY FENCE | LF | 20000.00 | 3.250 | 65000.00 | 1.010 | 20200.00 | 2.100 | 42000.00 |
| 754 | FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING | SF | 351.00 | 15.500 | 5440.50 | 14.620 | 5131.62 | 15.250 | 5352.75 |
| 754 | FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING | SF | 95.00 | 14.200 | 1349.00 | 13.360 | 1269.20 | 14.000 | 1330.00 |
| 754 | STEEL GALV POSTS-TELESCOPING PERFORATED TUBE | LF | 826.00 | 23.400 | 19328.40 | 22.080 | 18238.08 | 23.000 | 18998.00 |
| 754 | RESET SIGN PANEL | EA | 1.00 | 598.000 | 598.00 | 563.510 | 563.51 | 585.000 | 585.00 |
| 762 | EPOXY PVMT MK 16IN LINE | LF | 120.00 | 26.100 | 3132.00 | 25.320 | 3038.40 | 26.000 | 3120.00 |
| 762 | EPOXY PVMT MK 24IN LINE | LF | 156.00 | 37.000 | 5772.00 | 38.480 | 6002.88 | 40.000 | 6240.00 |
| 762 | PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED) | SF | 144.00 | 60.200 | 8668.80 | 45.570 | 6562.08 | 47.000 | 6768.00 |
| 762 | METHYL METHACRYLATE PVMT MK 6IN LINE | LF | 90.00 | 54.200 | 4878.00 | 81.010 | 7290.90 | 84.000 | 7560.00 |
| 762 | METHYL METHACRYLATE PVMT MK 16IN LINE | LF | 164.00 | 83.600 | 13710.40 | 60.760 | 9964.64 | 63.000 | 10332.00 |
| 762 | METHYL METHACRYLATE PVMT MK 24IN LINE | LF | 476.00 | 102.000 | 48552.00 | 81.010 | 38560.76 | 84.000 | 39984.00 |
| 762 | PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED | LF | 3055.00 | 15.900 | 48574.50 | 5.060 | 15458.30 | 5.250 | 16038.75 |
| 762 | PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED | LF | 522.00 | 28.500 | 14877.00 | 14.180 | 7401.96 | 15.000 | 7830.00 |
| 766 | RESET MAILBOX | EA | 7.00 | 677.000 | 4739.00 | 638.100 | 4466.70 | 665.000 | 4655.00 |
| 770 | LIGHTING SYSTEM | EA | 1.00 | 202100.000 | 202100.00 | 190909.090 | 190909.09 | 198500.000 | 198500.00 |
| 770 | REMOVE LIGHTING SYSTEM | EA | 1.00 | 42800.000 | 42800.00 | 40404.040 | 40404.04 | 42000.000 | 42000.00 |
| 772 | FLASHING BEACON-POST MOUNTED | EA | 2.00 | 20300.000 | 40600.00 | 19191.920 | 38383.84 | 19950.000 | 39900.00 |
| 772 | REVISE TRAFFIC SIGNAL SYSTEM-SITE 1 | EA | 1.00 | 144000.000 | 144000.00 | 148982.60 | 148982.6 | 158000.000 | 158000.00 |
| 772 | REVISE TRAFFIC SIGNAL SYSTEM-SITE 2 | EA | 1.00 | 104800.000 | 104800.00 | 100251.800 | 100251.80 | 103000.000 | 103000.00 |
| 910 | MODIFY MANHOLE | EA | 1.00 | 2740.000 | 2740.00 | 2122.350 | 2122.35 | 2650.000 | 2650.00 |
| 970 | HOT WING MAPLE | EA | 7.00 | 572.000 | 4004.00 | 685.000 | 4795.00 | 720.000 | 5040.00 |
| 970 | AMUR CHOKECHERRY | EA | 7.00 | 572.000 | 4004.00 | 695.000 | 4865.00 | 730.000 | 5110.00 |
| 970 | COMMON HACKBERRY | EA | 4.00 | 572.000 | 2288.00 | 695.000 | 2780.00 | 730.000 | 2920.00 |
| 970 | SPRING SNOW CRABAPPLE | EA | 6.00 | 572.000 | 3432.00 | 655.000 | 3930.00 | 690.000 | 4140.00 |
| 970 | PRAIRIE GEM PEAR | EA | 4.00 | 572.000 | 2288.00 | 685.000 | 2740.00 | 720.000 | 2880.00 |
| 970 | IVORY SILK LILAC | EA | 13.00 | 572.000 | 7436.00 | 665.000 | 8645.00 | 700.000 | 9100.00 |
| 970 | HARVEST GOLD LINDEN | EA | 3.00 | 572.000 | 1716.00 | 675.000 | 2025.00 | 710.000 | 2130.00 |
| 970 | TRIUMPH ELM | EA | 1.00 | 572.000 | 572.00 | 675.000 | 675.00 | 710.000 | 710.00 |
| 990 | GUARD POST-PERMANENT | EA | 3.00 | 5010.000 | 15030.00 | 2500.000 | 7500.00 | 2500.000 | 7500.00 |
| | TOTAL | | | | 11561580.15 | | 12214883.70 | | 12287722.80 |
| | | | | NO LIMIT | | NO LIMIT | | NO LIMIT | |

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: BORDER STATES PAVING INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

# ND DEPARTMENT OF TRANSPORTATION

SHEET NO 7 OF 9

# ABSTRACT OF BIDS RECEIVED

PROJECT NO. TMA-SU-CRP-8-984(181)

COUNTY & DATE CASS (017) OCT 09, 2026 09:30AM

LENGTH & TYPE 0.976

COMPLETION TIME FARGO 17TH AVE(25TH ST-UNIVERSITY DR) 10/01/27 GRADING, SALVAGED BASE, PCC PAVEMENT,

NO. 24237

| SPEC. NO. | ITEM DESCRIPTION | UNIT | QUANTITY | BIDDER SELLIN BROTHERS INC HAWLEY, MN c.c. BOND RANK 06 BID PRICE | AMOUNT | BIDDER REEDE CONSTRUCTION INC ABERDEEN, SD c.c. BOND RANK 07 BID PRICE | AMOUNT | BIDDER c.c. BID PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 103 | CONTRACT BOND | L SUM | 1.000 | 43000.000 | 43000.00 | 55986.000 | 55986.00 | | |
| 201 | REMOVAL OF TREES & BRUSH | L SUM | 1.000 | 25000.000 | 25000.00 | 5250.000 | 5250.00 | | |
| 201 | REMOVAL OF TREES 10IN | EA | 9.000 | 1300.000 | 11700.00 | 1050.000 | 9450.00 | | |
| 201 | REMOVAL OF TREES 18IN | EA | 7.000 | 1900.000 | 13300.00 | 1050.000 | 7350.00 | | |
| 201 | REMOVAL OF TREES 30IN | EA | 1.000 | 3200.000 | 3200.00 | 1050.000 | 1050.00 | | |
| 202 | REMOVAL OF CONCRETE PAVEMENT | SY | 6621.000 | 20.000 | 132420.00 | 26.500 | 175456.50 | | |
| 202 | REMOVAL OF PAVEMENT | TON | 18880.000 | 30.000 | 566400.00 | 1.000 | 18880.00 | | |
| 202 | REMOVAL OF SEWER PIPE | LF | 4167.000 | 29.000 | 120843.00 | 30.500 | 127093.50 | | |
| 202 | REMOVAL OF PIPE ALL TYPES AND SIZES | LF | 1287.000 | 18.000 | 23166.00 | 19.000 | 24453.00 | | |
| 202 | REMOVAL OF MANHOLES | EA | 16.000 | 1085.000 | 17360.00 | 1139.000 | 18224.00 | | |
| 202 | REMOVAL OF CATCH BASIN | EA | 28.000 | 725.000 | 20300.00 | 761.000 | 21308.00 | | |
| 202 | ACP WATERMAIN REMOVAL | LF | 558.000 | 75.000 | 41850.00 | 79.000 | 44082.00 | | |
| 203 | TOPSOIL | CY | 1500.000 | 47.000 | 70500.00 | 31.500 | 47250.00 | | |
| 216 | WATER | M GAL | 75.000 | 79.000 | 5925.00 | 35.000 | 2625.00 | | |
| 230 | SUBGRADE PREPARATION-TYPE A-12IN | STA | 51.500 | 5000.000 | 257500.00 | 735.000 | 37852.50 | | |
| 251 | SEEDING CLASS III | ACRE | 3.500 | 4600.000 | 16100.00 | 4567.500 | 15986.25 | | |
| 253 | HYDRAULIC MULCH | ACRE | 7.100 | 2220.000 | 15762.00 | 2205.000 | 15655.50 | | |
| 302 | SALVAGED BASE COURSE | CY | 6776.000 | 70.000 | 474320.00 | 66.000 | 447216.00 | | |
| 302 | TYPE II PIPE BEDDING | CY | 400.000 | 75.000 | 30000.00 | 79.000 | 31600.00 | | |
| 430 | COMMERCIAL GRADE HOT MIX ASPHALT | TON | 143.000 | 333.000 | 47619.00 | 315.000 | 45045.00 | | |
| 550 | 10IN NON REINF CONCRETE PVMT CL AE-DOWELED | SY | 18119.000 | 120.000 | 2174280.00 | 125.500 | 2273934.50 | | |
| 702 | MOBILIZATION | L SUM | 1.000 | 835000.000 | 835000.00 | 1330000.000 | 1330000.00 | | |
| 704 | FLAGGING | MHR | 450.000 | 70.000 | 31500.00 | 61.000 | 27450.00 | | |
| 704 | TRAFFIC CONTROL SIGNS | UNIT | 1382.000 | 4.500 | 6219.00 | 4.500 | 6219.00 | | |
| 704 | TYPE III BARRICADE | EA | 108.000 | 90.000 | 9720.00 | 89.000 | 9612.00 | | |
| 704 | SIDEWALK BARRICADE | EA | 10.000 | 59.000 | 590.00 | 58.000 | 580.00 | | |
| 704 | PEDESTRIAN WALKWAY | LF | 400.000 | 24.000 | 9600.00 | 52.000 | 20800.00 | | |
| 704 | DELINEATOR DRUMS | EA | 63.000 | 20.000 | 1260.00 | 19.500 | 1228.50 | | |
| 704 | OBLITERATION OF PAVEMENT MARKING | SF | 45.000 | 33.000 | 1485.00 | 21.000 | 945.00 | | |
| 704 | TEMPORARY CURB RAMP | EA | 20.000 | 320.000 | 6400.00 | 315.000 | 6300.00 | | |
| 704 | PORTABLE CHANGEABLE MESSAGE SIGN | EA | 2.000 | 6600.000 | 13200.00 | 6554.000 | 13108.00 | | |
| 708 | INLET PROTECTION-SPECIAL | EA | 52.000 | 255.000 | 13260.00 | 257.000 | 13364.00 | | |
| 709 | GEOSYNTHETIC MATERIAL TYPE R1 | SY | 22499.000 | 4.000 | 89996.00 | 4.000 | 89996.00 | | |
| 714 | PIPE CONC REINF 12IN CL V-STORM DRAIN | LF | 32.000 | 174.000 | 5568.00 | 183.000 | 5856.00 | | |
| 714 | PIPE CONC REINF 15IN CL V-STORM DRAIN | LF | 1110.000 | 138.000 | 153180.00 | 145.000 | 160950.00 | | |
| 714 | PIPE CONC REINF 18IN CL V-STORM DRAIN | LF | 26.000 | 185.000 | 4810.00 | 194.500 | 5057.00 | | |
| 714 | PIPE CONC REINF 21IN CL III-STORM DRAIN | LF | 43.000 | 245.000 | 10535.00 | 257.000 | 11051.00 | | |
| 714 | PIPE CONC REINF 24IN CL III-STORM DRAIN | LF | 128.000 | 250.000 | 32000.00 | 262.500 | 33600.00 | | |
| 714 | PIPE CONC REINF 27IN CL III-STORM DRAIN | LF | 16.000 | 275.000 | 4400.00 | 289.000 | 4624.00 | | |
| 714 | PIPE CONC REINF 30IN CL III-STORM DRAIN | LF | 463.000 | 400.000 | 185200.00 | 420.000 | 194460.00 | | |
| 714 | PIPE CONC REINF 36IN CL III-STORM DRAIN | LF | 458.000 | 525.000 | 240450.00 | 551.000 | 252358.00 | | |
| 714 | PIPE CONC REINF 42IN CL III-STORM DRAIN | LF | 1496.000 | 747.000 | 111751.20 | 784.500 | 117361.20 | | |
| 714 | PIPE CONC REINF 48IN CL III-STORM DRAIN | LF | 8.000 | 550.000 | 4400.00 | 577.500 | 4620.00 | | |
| 714 | PIPE CONC REINF 54IN CL III-STORM DRAIN | LF | 703.000 | 1085.000 | 762755.00 | 1139.000 | 800717.00 | | |
| 714 | PIPE PVC 10IN | LF | 8.000 | 225.000 | 1800.00 | 236.500 | 1892.00 | | |
| 714 | EDGEDRAIN NON PERMEABLE BASE | LF | 10758.000 | 14.000 | 150612.00 | 15.000 | 161370.00 | | |
| 722 | MANHOLE 48IN | EA | 1.000 | 7455.000 | 7455.00 | 7828.000 | 7828.00 | | |

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: BORDER STATES PAVING INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

39

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

# ND DEPARTMENT OF TRANSPORTATION

SHEET NO 8 OF 9

# ABSTRACT OF BIDS RECEIVED

PROJECT NO. TMA-SU-CRP-8-984(181)

NO. 24237

COUNTY & DATE CASS (017) OCT 09, 2026 09:30AM

LENGTH & TYPE 0.976

FARGO 17TH AVE(25TH ST-UNIVERSITY DR)

COMPLETION TIME 10/01/27 GRADING, SALVAGED BASE, PCC PAVEMENT,

| SPEC. NO. | ITEM DESCRIPTION | UNIT | QUANTITY | BIDDER SELLIN BROTHERS INC HAWLEY, MN C.C. BOND RANK 06 BID PRICE | AMOUNT | BIDDER REEDE CONSTRUCTION INC ABERDEEN, SD C.C. BOND RANK 07 BID PRICE | AMOUNT | BIDDER C.C. BID PRICE | AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 722 | MANHOLE 60IN | EA | 2.000 | 12620.000 | 2524.00 | 13251.000 | 2650.200 | | |
| 722 | MANHOLE 72IN | EA | 7.000 | 15300.000 | 107100.00 | 16065.000 | 112455.00 | | |
| 722 | MANHOLE 84IN | EA | 1.000 | 15750.000 | 15750.00 | 16537.500 | 16537.50 | | |
| 722 | MANHOLE 96IN | EA | 4.000 | 25560.000 | 102240.00 | 26838.000 | 107352.00 | | |
| 722 | MANHOLE CASTING | EA | 13.000 | 1800.000 | 23400.00 | 1890.000 | 24570.00 | | |
| 722 | MANHOLE SPECIAL | EA | 4.000 | 32300.000 | 129200.00 | 33915.000 | 135660.00 | | |
| 722 | ABANDON STORM SEWER | LF | 434.000 | 42.000 | 18228.00 | 44.000 | 19096.00 | | |
| 722 | SANITARY MANHOLE REPAIR | EA | 7.000 | 12500.000 | 87500.00 | 13125.000 | 91875.00 | | |
| 722 | CASTING INLET-TYPE 2 | EA | 3.000 | 955.000 | 2865.00 | 1003.000 | 3009.00 | | |
| 722 | INLET-TYPE 2 | EA | 36.000 | 4310.000 | 155160.00 | 4525.500 | 162918.00 | | |
| 722 | INLET SPECIAL-TYPE 2 48IN | EA | 5.000 | 5940.000 | 29700.00 | 6237.000 | 31185.00 | | |
| 722 | INLET SPECIAL-TYPE 2 60IN | EA | 3.000 | 7645.000 | 22935.00 | 8027.000 | 24081.00 | | |
| 722 | INLET SPECIAL-TYPE 2 72IN | EA | 1.000 | 9925.000 | 9925.00 | 10421.000 | 10421.00 | | |
| 722 | INLET SPECIAL-TYPE 2 96IN | EA | 1.000 | 17780.000 | 17780.00 | 18669.000 | 18669.00 | | |
| 722 | ADJUST GATE VALVE BOX | EA | 1.000 | 500.000 | 500.00 | 525.000 | 525.00 | | |
| 722 | ADJUST MANHOLE SPECIAL | EA | 3.000 | 5500.000 | 16500.00 | 5775.000 | 17325.00 | | |
| 724 | FITTINGS-DUCTILE IRON | LBS | 5146.000 | 20.000 | 102920.00 | 21.000 | 108066.00 | | |
| 724 | REMOVE GATE VALVE & BOX | EA | 43.000 | 325.000 | 13975.00 | 341.500 | 14684.50 | | |
| 724 | GATE VALVE & BOX 4IN | EA | 2.000 | 2900.000 | 5800.00 | 3045.000 | 6090.00 | | |
| 724 | GATE VALVE & BOX 6IN | EA | 13.000 | 3310.000 | 43030.00 | 3475.500 | 45181.50 | | |
| 724 | GATE VALVE & BOX 8IN | EA | 15.000 | 4560.000 | 68400.00 | 4778.000 | 71670.00 | | |
| 724 | GATE VALVE & BOX 12IN | EA | 9.000 | 7815.000 | 70335.00 | 8206.000 | 73854.00 | | |
| 724 | GATE VALVE & BOX 10IN | EA | 7.000 | 6625.000 | 46375.00 | 6956.000 | 48692.00 | | |
| 724 | HYDRANT-INSTALL 5IN | EA | 12.000 | 9000.000 | 108000.00 | 9450.000 | 113400.00 | | |
| 724 | REMOVE HYDRANT | EA | 12.000 | 1250.000 | 15000.00 | 1312.500 | 15750.00 | | |
| 724 | SLEEVE 12IN | EA | 3.000 | 4730.000 | 14190.00 | 4966.500 | 14899.50 | | |
| 724 | TAPPING SLEEVE & VALVE 12IN X 6IN | EA | 4.000 | 8100.000 | 32400.00 | 8505.000 | 34020.00 | | |
| 724 | TAPPING SLEEVE & VALVE 12IN X 10IN | EA | 1.000 | 13300.000 | 13300.00 | 13965.000 | 13965.00 | | |
| 724 | WATER SERVICE LINE 1IN | LF | 154.000 | 58.000 | 8932.00 | 61.000 | 9394.00 | | |
| 724 | TEMPORARY WATER SERVICE | L SUM | 1.000 | 95000.000 | 95000.00 | 204750.000 | 204750.00 | | |
| 724 | WATERMAIN 4IN PVC | LF | 50.000 | 265.000 | 13250.00 | 278.500 | 13925.00 | | |
| 724 | WATERMAIN 6IN PVC | LF | 173.000 | 72.000 | 12456.00 | 76.000 | 13148.00 | | |
| 724 | WATERMAIN 8IN PVC | LF | 356.000 | 245.000 | 87220.00 | 257.500 | 91670.00 | | |
| 724 | WATERMAIN 10IN PVC | LF | 217.000 | 253.000 | 54901.00 | 265.500 | 57613.50 | | |
| 724 | WATERMAIN 12IN PVC | LF | 1111.000 | 197.000 | 218867.00 | 207.000 | 229977.00 | | |
| 724 | BORE & PUSH 12IN PVC WATER | LF | 1091.000 | 255.000 | 278205.00 | 268.000 | 292388.00 | | |
| 724 | WATERMAIN 16IN PVC | LF | 8.000 | 650.000 | 5200.00 | 682.500 | 5460.00 | | |
| 724 | WATERMAIN 16IN | LF | 8.000 | 388.000 | 3104.00 | 407.500 | 3260.00 | | |
| 724 | CURB STOP & BOX 1IN | EA | 7.000 | 191.000 | 1337.00 | 200.550 | 1403.85 | | |
| 724 | CONNECTION TO EXISTING MAIN | EA | 47.000 | 393.000 | 18471.00 | 412.650 | 19394.55 | | |
| 724 | WATER SERVICE CONNECTION 1IN | EA | 7.000 | 175.000 | 1225.00 | 183.750 | 1286.25 | | |
| 724 | 6IN SEWER SERVICE PIPE | LF | 260.000 | 136.000 | 35360.00 | 143.000 | 37180.00 | | |
| 724 | SANITARY SEWER SERVICE CONNECTION | EA | 7.000 | 224.000 | 1568.00 | 235.200 | 1646.40 | | |
| 724 | PIPE PVC 8IN SEWER | LF | 408.000 | 440.000 | 179520.00 | 462.000 | 188496.00 | | |
| 724 | PIPE PVC 10IN SEWER | LF | 160.000 | 450.000 | 72000.00 | 472.500 | 75600.00 | | |
| 724 | ABANDON WATER MAIN/SERVICE LINE | LF | 2509.000 | 10.000 | 25090.00 | 10.500 | 26344.50 | | |
| 744 | INSULATION BOARD | CF | 200.000 | 29.000 | 5800.00 | 30.500 | 6100.00 | | |

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering:

AWARD TO: BORDER STATES PAVING INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED,

40

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

# ND DEPARTMENT OF TRANSPORTATION

SHEET NO 9 OF 9

# ABSTRACT OF BIDS RECEIVED

PROJECT NO. TMA-SU-CRP-8-984(181)

COUNTY & DATE CASS (017) OCT 09, 2026 09:30AM

LENGTH & TYPE 0.976 FARGO 17TH AVE(25TH ST-UNIVERSITY DR)

COMPLETION TIME 10/01/27 GRADING, SALVAGED BASE, PCC PAVEMENT,

NO. 24237

| SPEC. NO. | ITEM DESCRIPTION | UNIT | QUANTITY | BIDDER 1: SELLIN BROTHERS INC, HAWLEY, MN, c.c. BOND RANK 06 — BID PRICE | BIDDER 1 — AMOUNT | BIDDER 2: REEDE CONSTRUCTION INC, ABERDEEN, SD, c.c. BOND RANK 07 — BID PRICE | BIDDER 2 — AMOUNT | BIDDER — c.c. — BID PRICE | BIDDER — AMOUNT |
|---|---|---|---|---|---|---|---|---|---|
| 748 | CURB & GUTTER-TYPE I 30IN | LF | 10758.000 | 40.000 | 430320.00 | 56.000 | 602448.00 | | |
| 750 | PIGMENTED IMPRINTED CONCRETE | SY | 48.000 | 312.000 | 14976.00 | 308.000 | 14784.00 | | |
| 750 | SIDEWALK CONCRETE 4IN | SY | 1525.000 | 112.000 | 170800.00 | 100.000 | 152500.00 | | |
| 750 | SIDEWALK CONCRETE 5IN REINF | SY | 4887.000 | 92.000 | 449604.00 | 80.000 | 390960.00 | | |
| 750 | SIDEWALK CONCRETE 6IN | SY | 386.000 | 91.000 | 35126.00 | 77.000 | 29722.00 | | |
| 750 | DRIVEWAY CONCRETE | SY | 1942.000 | 98.000 | 190316.00 | 82.000 | 159244.00 | | |
| 750 | DETECTABLE WARNING PANELS | SF | 1170.000 | 67.000 | 78390.00 | 63.000 | 73710.00 | | |
| 752 | TEMPORARY SAFETY FENCE | LF | 2000.000 | 6.000 | 12000.00 | 13.000 | 26000.00 | | |
| 754 | FLAT SHEET FOR SIGNS-TYPE XI REFL SHEETING | SF | 351.000 | 16.000 | 5616.00 | 15.000 | 5265.00 | | |
| 754 | FLAT SHEET FOR SIGNS-TYPE IV REFL SHEETING | SF | 95.000 | 15.000 | 1425.00 | 14.000 | 1330.00 | | |
| 754 | STEEL GALV POSTS-TELESCOPING PERFORATED TUBE | LF | 826.000 | 24.000 | 19824.00 | 23.000 | 18998.00 | | |
| 754 | RESET SIGN PANEL | EA | 1.000 | 625.000 | 625.00 | 587.000 | 587.00 | | |
| 762 | EPOXY PVMT MK 16IN LINE | LF | 120.000 | 26.000 | 3120.00 | 26.500 | 3180.00 | | |
| 762 | EPOXY PVMT MK 24IN LINE | LF | 156.000 | 37.000 | 5772.00 | 40.000 | 6240.00 | | |
| 762 | PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED) | SF | 144.000 | 60.000 | 8640.00 | 47.500 | 6840.00 | | |
| 762 | METHYL METHACRYLATE PVMT MK 6IN LINE | LF | 90.000 | 54.000 | 4860.00 | 84.000 | 7560.00 | | |
| 762 | METHYL METHACRYLATE PVMT MK 16IN LINE | LF | 164.000 | 83.000 | 13612.00 | 63.000 | 10332.00 | | |
| 762 | METHYL METHACRYLATE PVMT MK 24IN LINE | LF | 476.000 | 100.000 | 47600.00 | 84.000 | 39984.00 | | |
| 762 | PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED | LF | 3055.000 | 16.000 | 48880.00 | 5.500 | 16802.50 | | |
| 762 | PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED | LF | 522.000 | 31.000 | 16182.00 | 15.000 | 7830.00 | | |
| 766 | RESET MAILBOX | EA | 7.000 | 670.000 | 4690.00 | 664.500 | 4651.50 | | |
| 770 | LIGHTING SYSTEM | EA | 1.000 | 210000.000 | 210000.00 | 198450.000 | 198450.00 | | |
| 770 | REMOVE LIGHTING SYSTEM | EA | 1.000 | 44500.000 | 44500.00 | 42000.000 | 42000.00 | | |
| 772 | FLASHING BEACON-POST MOUNTED | EA | 2.000 | 21200.000 | 42400.00 | 19950.000 | 39900.00 | | |
| 772 | REVISE TRAFFIC SIGNAL SYSTEM-SITE 1 | EA | 1.000 | 15000.000 | 15000.00 | 14175.000 | 14175.00 | | |
| 772 | REVISE TRAFFIC SIGNAL SYSTEM-SITE 2 | EA | 1.000 | 110000.000 | 110000.00 | 108150.000 | 108150.00 | | |
| 910 | MODIFY MANHOLE | EA | 1.000 | 3200.000 | 3200.00 | 2651.500 | 2651.50 | | |
| 970 | HOT WING MAPLE | EA | 7.000 | 725.000 | 5075.00 | 719.500 | 5036.50 | | |
| 970 | AMUR CHOKECHERRY | EA | 7.000 | 735.000 | 5145.00 | 730.000 | 5110.00 | | |
| 970 | COMMON HACKBERRY | EA | 4.000 | 735.000 | 2940.00 | 730.000 | 2920.00 | | |
| 970 | SPRING SNOW CRABAPPLE | EA | 6.000 | 692.000 | 4152.00 | 688.000 | 4128.00 | | |
| 970 | PRAIRIE GEM PEAR | EA | 4.000 | 725.000 | 2900.00 | 719.500 | 2878.00 | | |
| 970 | IVORY SILK LILAC | EA | 13.000 | 700.000 | 9100.00 | 698.500 | 9080.50 | | |
| 970 | HARVEST GOLD LINDEN | EA | 3.000 | 715.000 | 2145.00 | 709.000 | 2127.00 | | |
| 970 | TRIUMPH ELM | EA | 1.000 | 715.000 | 715.00 | 709.000 | 709.00 | | |
| 990 | GUARD POST-PERMANENT | EA | 3.000 | 5000.000 | 15000.00 | 4972.000 | 14916.00 | | |
| | TOTAL | | | | 1245995.00 | | 1264675.25 | | |
| | | | | NO LIMIT | | NO LIMIT | | | |

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION
Deputy Director For Engineering:

AWARD TO: BORDER STATES PAVING INC

WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

41

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION Deputy Director For Engineering

(9)

**REPORT OF ACTION**

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Improvement District No. BN-25-F1 Type: Change Order #1

Location: 46th Avenue Industrial Park Second Addition Date of Hearing: 11/2/2026

| Routing | Date |
|---|---|
| City Commission | 11/9/2026 |
| PWPEC File | X |
| Project File | Matt Jennings |

The Committee reviewed the accompanying correspondence from Project Manager, Matt Jennings, related to Change Order #1 in the amount of $31,746.32 for additional work.

Staff is recommending approval of Change Order #1 in the amount of $31,746.32, which increases the total contract amount to $5,068,125.22.

On a motion by Gary Lorenz, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #1 to Dakota Underground.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve Change Order #1 in the amount of $31,746.32, bringing the total contract amount to $5,068,125.22 to Dakota Underground.

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

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

| COMMITTEE | Present | Yes | No | Unanimous |
|---|---|---|---|---|
| | | | | ☑ |
| Josh Boschee, Mayor | ☑ | ☑ | ☐ | |
| Nicole Crutchfield, Director of Planning | ☑ | ☑ | ☐ | |
| Gary Lorenz, Fire Chief | ☑ | ☑ | ☐ | |
| Michael Redlinger, City Administrator | ☑ | ☑ | ☐ | |
| Ben Dow, Director of Operations | ☑ | ☑ | ☐ | |
| Tom Knakmuhs, City Engineer | ☑ | ☑ | ☐ | |
| Susan Thompson, Finance Director | ☑ | ☑ | ☐ | Wyatt Papenfuss |

ATTEST:

C: Kristi Olson

Tom Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

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

# Memorandum

**To:** Members of PWPEC

**From:** Matt Jennings, Project Engineer

**Date:** October 26, 2026

**Re:** Improvement District No. BN-25-F1 - Change Order #1

---

**Background:**

Improvement District No. BN-25-F1 will provide City infrastructure for the development of new commercial properties within and surrounding 46th Avenue Industrial Park 2nd Addition.

Dakota Underground is the Prime Contractor on this project.

During the design and bidding phases of the project, the sanitary sewer and storm sewer profiles required the water main to be installed deeper than the standard 7.5 feet of cover. As a result, hydrant extensions are needed to adjust the hydrants to the final boulevard grade. Hydrant extensions were not included as a separate bid item in the contract documents. Additionally, FedEx installed a radius driveway and the adjacent hydrant will need an additional 6" worth of extension added.

For the hydrant located adjacent to the lift station, achieving the required grade adjustment would require multiple hydrant extensions. As an alternative, the proposed solution is to remove and reinstall the hydrant paid for under relocate hydrant bid item by modifying the hydrant lead with two 6-inch vertical 45-degree bends. This approach will raise the hydrant to the required elevation while eliminating the need for multiple extensions.

Dakota Underground has submitted unit pricing for each of the hydrant extensions and to raise the hydrant adjacent to the sanitary sewer lift station.

We have reviewed the submittal and agree the unit pricing is appropriate for performing the work.

The additional cost will be Special Assessed to benefiting parcels.

No additional days are required to complete the work.

**Recommended Motion:**

Approve Change Order No. 1 in the amount of **$31,746.32** for Improvement District No. BN-25-F1.

MCJ/klb
Attachment

THE CITY OF Fargo FAR MORE

# CHANGE ORDER REPORT
## NEW PAVING AND UTILITY CONSTRUCTION
## IMPROVEMENT DISTRICT NO. BN-25-F1
## ON 48TH AVENUE NORTH BETWEEN CASS COUNTY DRAIN 10 AND 37TH STREET NORTH, AND ON 33RD STREET NORTH FROM APPROXIMATELY 300 FEET SOUTH TO 150 FEET NORTH OF 48TH AVENUE NORTH.

**Change Order No** 1 **Change Order Date** 5/14/2026

**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 # 1

During the design and bidding phases of the project, the sanitary sewer and storm sewer profiles required the water main to be installed deeper than the standard 7.5 feet of cover. As a result, hydrant extensions are needed to adjust the hydrants to the final boulevard grade. Hydrant extensions were not included as a separate bid item in the contract documents. Additionally, FedEx installed a radius driveway and the adjacent hydrant will need an additional 6" worth of extension added.

For the hydrant located adjacent to the lift station, achieving the required grade adjustment would require multiple hydrant extensions. As an alternative, the proposed solution is to remove and reinstall the hydrant paid for under relocate hydrant bid item by modifying the hydrant lead with two 6-inch vertical 45-degree bends. This approach will raise the hydrant to the required elevation while eliminating the need for multiple extensions.

| Section | Line No | Item Description | Unit | Orig Cont Qty | Prev C/O Qty | Prev Cont Qty | Curr C/O Qty | Tot Cont Qty | Unit Price ($) | C/O Ext Price ($) |
|---|---|---|---|---|---|---|---|---|---|---|
| Change Order 1 | 23 | Relocate Hydrant | EA | 0 | | 0 | 1 | 1 | $7,583.93 | $7,583.93 |
| | 24 | F&I Hydrant Ext. 6" High | EA | 0 | | 0 | 2 | 2 | $2,099.41 | $4,198.82 |
| | 25 | F&I Hydrant Ext. 18" High | EA | 0 | | 0 | 1 | 1 | $2,844.00 | $2,844.00 |
| | 26 | F&I Hydrant Ext. 24" High | EA | 0 | | 0 | 3 | 3 | $3,127.63 | $9,382.89 |
| | 27 | F&I Hydrant Ext. 30" High | EA | 0 | | 0 | 2 | 2 | $3,868.34 | $7,736.68 |
| | | | | | | | | **Change Order 1 Sub Total** | | **$31,746.32** |

**Summary**

| | |
|---|---|
| **Source Of Funding** | Special Assessments |
| **Net Amount Change Order # 1 ($)** | $31,746.32 |
| **Previous Change Orders ($)** | $0.00 |
| **Original Contract Amount ($)** | $5,036,378.90 |
| **Total Contract Amount ($)** | $5,068,125.22 |

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

APPROVED
For Contractor
Title

Jared Heller
Dakota Underground Company
Project Manager

APPROVED DATE
Department Head
Mayor
Attest

10

**REPORT OF ACTION**

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Improvement District No. PN-27-B1 — Type: Design Decision

Location: 64th Ave S, 45th St – Veterans Blvd — Date of Hearing: 11/2/2026

| Routing | Date |
|---|---|
| City Commission | 11/9/2026 |
| PWPEC File | X |
| Project File | Matt Jennings |

The Committee reviewed the attached correspondence from Project Engineer, Matt Jennings, regarding the design of 64th Avenue South between 45th Street South and Veterans Boulevard to support the Lost Creek development and roadway connection to Horace.

As part of the Southwest Regional Storm Sewer Pond project, this section of 64th Avenue South was improved from a minimum maintenance roadway to a rural gravel roadway with ditches. Following City Commission approval of the Lost Creek First Addition infrastructure request, it is necessary to upgrade the gravel roadway to a hard-surfaced roadway to provide adequate access and facilitate maintenance.

The Engineering Department evaluated two alternatives for improving 64th Avenue South between 45th Street and Veterans Boulevard. Both alternatives would be funded through special assessments in accordance with City of Fargo Infrastructure Policy. Much of the surrounding area remains undeveloped, so a significant portion of the costs would be deferred until future development occurs.

Staff is recommending approval of the asphalt roadway alternative which will have an initial estimated construction cost of $1,489,885.

On a motion by Josh Boschee, seconded by Ben Dow, the Committee voted to recommend approval of the asphalt roadway alternative.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the asphalt roadway alternative

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

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

| COMMITTEE | Present | Yes | No | Unanimous |
|---|---|---|---|---|
| | | | | ☑ |
| Josh Boschee, Mayor | ☑ | ☑ | ☐ | |
| Nicole Crutchfield, Director of Planning | ☑ | ☑ | ☐ | |
| Gary Lorenz, Fire Chief | ☑ | ☑ | ☐ | |
| Michael Redlinger, City Administrator | ☑ | ☑ | ☐ | |
| Ben Dow, Director of Operations | ☑ | ☑ | ☐ | |
| Tom Knakmuhs, City Engineer | ☑ | ☑ | ☐ | |
| Susan Thompson, Finance Director | ☑ | ☑ | ☐ | Wyatt Papenfuss |

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

# Memorandum

**To:** Members of PWPEC

**From:** Matt Jennings, Project Engineer

**Date:** October 27, 2026

**Re:** Improvement District No. PN-27-B1 – 64th Avenue South Design Decision

---

**Background:**

Improvement District No. PN-27-B1 will be for the pavement and storm sewer installation on 64th Avenue South between 45th Street South and Veteran's Boulevard necessary to support the Lost Creek development and roadway connection to Horace.

As part of the Southwest Regional Storm Sewer Pond project, this section of 64th Avenue South was improved from a minimum-maintenance roadway to a rural gravel roadway with ditches. Following City Commission approval of the Lost Creek First Addition infrastructure request, it is necessary to upgrade the gravel roadway to a hard-surfaced roadway to provide adequate access and facilitate maintenance.

The Engineering Department evaluated two alternatives for improving 64th Avenue South between 45th Street South and Veterans Boulevard. These improvements must be completed before occupancy within the Lost Creek development to ensure adequate roadway and utility access is available for future residents.

Both alternatives would be funded through special assessments in accordance with City of Fargo infrastructure policy. Much of the surrounding area remains undeveloped, so a significant portion of the costs would be deferred until future development occurs. Until those properties develop, the City of Fargo would be responsible for the associated costs.

Alternative #1 – Asphalt Roadway Section

- Asphalt - 3 lane asphalt roadway
  - One driving lane each direction with a shared center turn lane.
  - Necessary storm pipe to accommodate the Lost Creek development entrances.
  - Shared use path along one side of 64th Ave S.

  Asphalt alternative proposed initial cost: **$1,489,885.00**

Alternative #2– Concrete Roadway Section

- Concrete urbanized - 3 lane concrete roadway
  - One driving lane each direction with a shared center turn lane.
  - Roundabouts at future site of Sanford, main entrance of Lost Creek and at Veterans Blvd.
  - Complete build out of 45th St and 64th Ave S to accommodate future development.
  - Shared use path along both sides of 64th Ave S.

  Concrete urbanized alternative proposed initial cost: **$12,151,546.90**

**Design Recommendation**

The asphalt alternative provides the roadway improvements necessary to support the currently planned Lost Creek development at a significantly lower initial cost. It also provides a suitable roadway section to serve the area until additional development occurs along the corridor.

The urbanized concrete alternative would provide a more complete buildout of the corridor to accommodate anticipated future development. However, it would require a substantially greater initial investment, with much of the cost associated with improvements intended to serve future development.

Based on the current development plans and the need to provide roadway access before occupancy within the Lost Creek development, the Engineering Department recommends proceeding with the asphalt roadway alternative. This approach addresses the immediate needs of the development while avoiding the significant upfront cost of constructing improvements primarily intended to accommodate future development.

The infrastructure costs will be special assessed to the benefiting properties in accordance with City of Fargo infrastructure policy. Costs attributable to currently undeveloped properties would be deferred until development occurs, with the City responsible for those costs in the interim.

**Recommended Motions:**

Approve the design of the asphalt roadway alternative which will have an initial estimated construction cost of $1,489,885.00.

MCJ/klb

COVER SHEET
CITY OF FARGO PROJECTS

11

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

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

Paving and Utility Rehab/Reconstruction

Improvement District No. BR-27-B

| | | |
|---|---|---|
| Call For Bids | November 9 | 2026 |
| Advertise Dates | November 18 & 25 | 2026 |
| Bid Opening Date | December 16 | 2026 |
| Substantial Completion Date | October 9 | 2027 |
| Final Completion Date | November 8 | 2027 |

| | |
|---|---|
| N/A | PWPEC Report (Part of 2027 CIP) |
| X | Engineer's Report (Attach Copy) |
| X | Direct City Auditor to Advertise for Bids |
| X | Bid Quantities (Attach Copy for Auditor's Office Only) |
| X | Notice to Property Owners (Special Assessments) |
| N/A | Supplemental Funding Language Included |

Project Engineer William Bayuk

Phone No. (701) 241-1545

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

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

**RESOLUTIONS PERTAINING TO IMPROVEMENT DISTRICT NO. BR-27-B**

**PAVING AND UTILITY REHAB/RECONSTRUCTION**

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

That the Board of City Commissioners deems it expedient that Improvement District No. BR-27-B (Paving and Utility Rehab/Reconstruction) in the City of Fargo, North Dakota, be created in accordance with North Dakota Century Code, Section 40-22-08 and the location and comprising included with the Engineer's Report,

**NOW THEREFORE BE IT RESOLVED,** the Improvement District BR-27-B in the City of Fargo, North Dakota, be and the same is hereby created.

That, pursuant to North Dakota Century Code, Section 40-22-10, the Board of City Commissioners has directed the City Engineer to report as to the general nature, purpose and feasibility relative to the construction of Improvement District No. BR-27-B in the City of Fargo, North Dakota; as well as an estimate of the approximate cost of said construction,

That, pursuant to North Dakota Century Code, Section 40-22-11, the Board of City Commissioners has directed the City Engineer to prepare Plans and Specifications for the construction of Improvement District No. BR-27-B in the City of Fargo, North Dakota

**WHEREAS,** The Board of City Commissioners of the City of Fargo, North Dakota, has created Improvement District No. BR-27-B in the City of Fargo, North Dakota, as required by law; and

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

**NOW THEREFORE BE IT RESOLVED,** That the Plans and Specifications and Engineer's Report for the construction of Improvement District No. BR-27-B in the City of Fargo North Dakota, be and the same are hereby approved and ordered filed in the Office of the Auditor.

**CERTIFICATE**

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true and correct copy of the resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, November 9th, 2026.

**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 4th day of November, 2026.

_____

Susan Thompson
City Auditor

(SEAL)

THE CITY OF Fargo FAR MORE

# ENGINEER'S REPORT
# PAVING AND UTILITY REHAB/RECONSTRUCTION
# IMPROVEMENT DISTRICT NO. BR-27-B
# 6TH STREET SOUTH FROM 10TH AVENUE TO 13TH AVENUE, 11TH AVENUE SOUTH FROM 7TH STREET TO 5TH STREET, 12TH AVENUE SOUTH FROM 6TH STREET TO 5TH STREET

## Nature & Scope

This project is for the replacement of the water main, sanitary sewer services, storm inlet leads, concrete curb & gutter, asphalt pavement, and sidewalk repairs.

## Purpose

The existing water main is cast iron pipe (CIP), which was installed up to 105 years ago and is being replaced with polyvinyl chloride (PVC) to minimize impacts and costs associated with breaks. The street reconstruction is necessary because the existing street section has deteriorated significantly and has exceeded its life expectancy. Reconstruction will include asphalt pavement, gravel base, curb and gutter, storm sewer inlets and leads, sanitary sewer spot repairs, driveway approaches, and sidewalk replacement. The project will be funded by a combination of City Funds (Wastewater Utility, Water Utility, Storm Sewer Utility, Street Light Utility and Infrastructure Sales Tax) and Special Assessments to the benefiting properties. Assessments will be applied per City policy.

## Special Assessment District

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

## Feasibility

The estimated cost of construction is $2,349,254.71. The cost breakdown is as follows:

**Storm Sewer**

| | | |
|---|---|---|
| **Construction Cost** | | $263,022.60 |
| **Fees** | | |
| Admin | 4% | $10,520.90 |
| Contingency | 5% | $13,151.13 |
| Engineering | 10% | $26,302.26 |
| Interest | 4% | $10,520.90 |
| Legal | 3% | $7,890.68 |
| **Total Estimated Cost** | | **$331,408.47** |
| **Funding** | | |
| Special Assessments | 50.00% | $165,704.24 |
| Utility Funds - Stormwater - 524 | 50.00% | $165,704.23 |

**Paving**

| | | |
|---|---|---|
| **Construction Cost** | | $1,068,613.59 |
| **Fees** | | |
| Admin | 4% | $42,744.54 |
| Contingency | 5% | $53,430.68 |
| Engineering | 10% | $106,861.36 |
| Interest | 4% | $42,744.54 |
| Legal | 3% | $32,058.41 |
| **Total Estimated Cost** | | **$1,346,453.12** |
| **Funding** | | |
| Special Assessments | 15.78% | $212,479.03 |
| Utility Funds - Water - 501 | 25.00% | $336,613.28 |
| Utility Funds - Wastewater - 521 | 25.00% | $336,613.28 |
| Sales Tax Funds - Infrastructure - 420 | 34.22% | $460,747.53 |

**Sanitary Sewer**

| | | |
|---|---|---|
| **Construction Cost** | | $467,952.10 |
| **Fees** | | |
| Admin | 4% | $18,718.08 |
| Contingency | 5% | $23,397.61 |
| Engineering | 10% | $46,795.21 |
| Interest | 4% | $18,718.08 |
| Legal | 3% | $14,038.56 |
| **Total Estimated Cost** | | **$589,619.64** |
| | | |
| **Funding** | | |
| Special Assessments | 4.91% | $28,977.37 |
| Utility Funds - Wastewater - 521 | 95.09% | $560,642.27 |

**Water Main**

| | | |
|---|---|---|
| **Construction Cost** | | $541,935.42 |
| **Fees** | | |
| Admin | 4% | $21,677.42 |
| Contingency | 5% | $27,096.77 |
| Engineering | 10% | $54,193.54 |
| Interest | 4% | $21,677.42 |
| Legal | 3% | $16,258.06 |
| **Total Estimated Cost** | | **$682,838.63** |
| | | |
| **Funding** | | |
| Special Assessments | 12.97% | $88,542.28 |
| Utility Funds - Water - 501 | 87.03% | $594,296.35 |

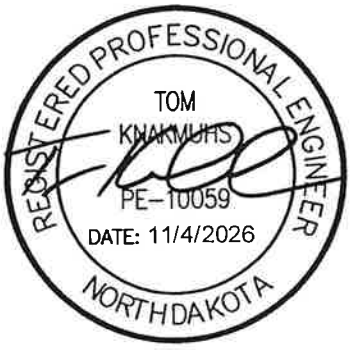
**Street Light Utility**

| | | |
|---|---|---|
| **Construction Cost** | | $7,731.00 |
| **Fees** | | |
| Admin | 4% | $309.24 |
| Contingency | 5% | $386.55 |
| Engineering | 10% | $773.10 |
| Interest | 4% | $309.24 |
| Legal | 3% | $231.93 |
| **Total Estimated Cost** | | **$9,741.06** |
| **Funding** | | |
| Utility Funds - Street Lights - 528 | 100.00% | $9,741.06 |

**Project Funding Summary**

| | | |
|---|---|---|
| Special Assessments | 16.75% | $495,702.92 |
| Utility Funds - Stormwater - 524 | 5.60% | $165,704.23 |
| Utility Funds - Water - 501 | 31.45% | $930,909.63 |
| Utility Funds - Wastewater - 521 | 30.31% | $897,255.55 |
| Utility Funds - Street Lights - 528 | 0.33% | $9,741.06 |
| Sales Tax Funds - Infrastructure - 420 | 15.57% | $460,747.53 |
| **Total Estimated Project Cost** | | **$2,960,060.92** |

We believe this project to be cost effective.




Thomas Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

**LOCATION AND COMPRISING**
**PAVING AND UTILITY REHAB/RECONSTRUCTION**
**IMPROVEMENT DISTRICT NO. BR-27-B**
**6TH STREET SOUTH FROM 10TH AVENUE TO 13TH AVENUE, 11TH AVENUE SOUTH FROM 7TH STREET TO 5TH STREET, 12TH AVENUE SOUTH FROM 6TH STREET TO 5TH STREET**

**LOCATION:**

On 6th Street South from 10th Avenue South to 13th Avenue South.
On 11th Avenue South from 7th Street South to 5th Street South.
On 12th Avenue South from 6th Street South to 5th Street South.

**COMPRISING:**

The area bounded on the north by 10th Avenue South, on the east by 5th Street South, on the south by 13th Avenue South, and on the west by 7th Street South.

**RESOLUTION DECLARING**
**PAVING AND UTILITY REHAB/RECONSTRUCTION**
**NECESSARY**
**IMPROVEMENT DISTRICT NO. BR-27-B**

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

That it be and is hereby declared necessary to construct Paving and Utility Rehab/Reconstruction, Improvement District No. BR-27-B in the City of Fargo, North Dakota, according to the Engineer's Report for this district and the Plans and Specifications approved by the Board of City Commissioners of the City of Fargo, North Dakota, filed in the Office of the City Auditor, and open for public inspection. A map of the district is attached hereto and incorporated as if fully set forth herein.

That a portion of said Paving and Utility Rehab/Reconstruction improvement is to be paid from State and Local Funds, and approximately 16.75% is to be assessed against the benefited property in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

Protests against the proposed Paving and Utility Rehab/Reconstruction must be in writing and must be filed with the City Auditor's Office within 30 days after the First publication of this Resolution.

**BE IT FURTHER RESOLVED,** That the City Auditor's Office is hereby instructed to publish this Resolution, as required by law.

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

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

I, Susan Thompson, the duly appointed, qualified and acting City Auditor of the City of Fargo, North Dakota do hereby certify that the foregoing is a full, true, and correct copy of a Resolution adopted by the Board of City Commissioners of the City of Fargo at the Regular Meeting of the Board held on Monday, November 9th, 2026.

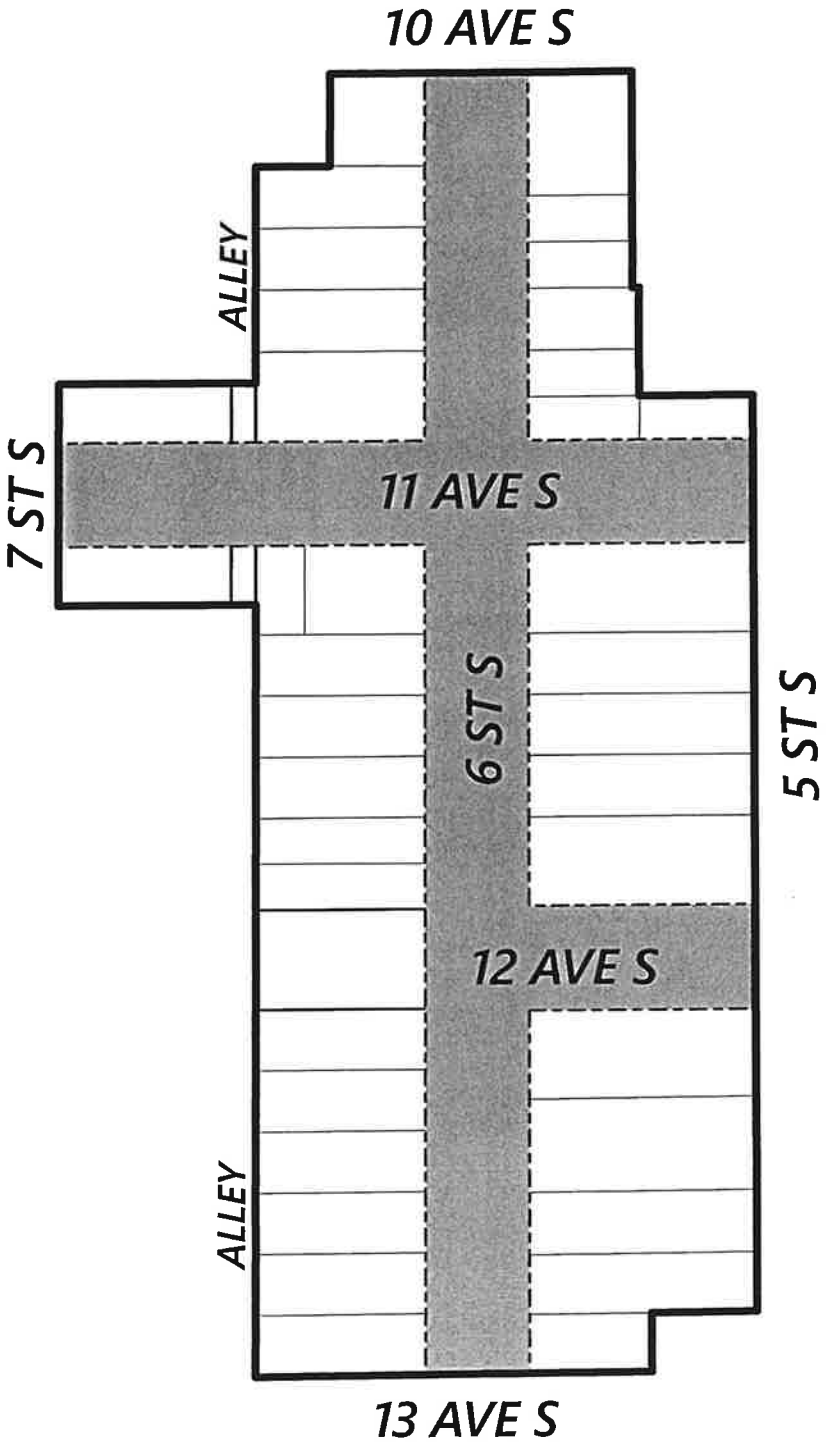
**IN WITNESS WHEREOF,** I have hereunto set my hand and affixed the Seal of the City of Fargo, North Dakota, this 9th day of November, 2026.

40-22-15
40-22-17

Susan Thompson
City Auditor

(SEAL)

( November 18 and 25, 2026 )




PROJECT AREA

SPECIAL ASSESSMENT DISTRICT BOUNDARY

CITY OF FARGO
ENGINEERING DEPARTMENT
LOCATION & ASSESSMENT AREA
UTILITY REHAB/RECONSTRUCTION
IMPROVEMENT DISTRICT NO. BR-27-B

12

**REPORT OF ACTION**

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. SR-26-B1

Type: Negative Final Balancing Change Order #2

Location: Citywide

Date of Hearing: 11/2/2026

| Routing | Date |
|---|---|
| City Commission | 11/9/2026 |
| PWPEC File | X |
| Project File | Brandon Beaudry |

The Committee reviewed the accompanying correspondence from Project Manager, Brandon Beaudry, regarding Negative Final Balancing Change Order #2 in the amount of -$74,580.80, which reconciles the final quantities as measured in the field.

Staff is recommending approval of Negative Final Balancing Change Order #2 in the amount of -$74,580.80, which brings the total contract amount to $630,941.04.

On a motion by Gary Lorenz, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Negative Final Balancing Change Order #2 to Curb to Curb, LLC.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Negative Final Balancing Change Order #2 in the amount of -$74,580.80, bringing the total contract amount to $630,941.04 to Curb to Curb, LLC.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: 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 |
|---|---|---|---|---|
| | | | | ☑ |
| Josh Boschee, Mayor | ☑ | ☑ | ☐ | |
| Nicole Crutchfield, Director of Planning | ☑ | ☑ | ☐ | |
| Gary Lorenz, Fire Chief | ☑ | ☑ | ☐ | |
| Michael Redlinger, City Administrator | ☑ | ☑ | ☐ | |
| Ben Dow, Director of Operations | ☑ | ☑ | ☐ | |
| Tom Knakmuhs, City Engineer | ☑ | ☑ | ☐ | |
| Susan Thompson, Finance Director | ☑ | ☑ | ☐ | Wyatt Papenfuss |

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

**CHANGE ORDER REPORT**
**SIDEWALK & SHARED USE PATH REHAB/RECONSTRUCTION**
**PROJECT NO. SR-26-B1**
**VARIOUS AREAS CITY WIDE**

**Change Order No** 2 **Change Order Date** 10/27/2026
**Contractor** Curb to Curb, LLC

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 ($) | C/O Ext Price ($) |
|---|---|---|---|---|---|---|---|---|---|---|
| Assessed | 4 | F&I Sidewalk 4" Thick Reinf Conc | SY | 5300 | | 5300 | -973 | 4327 | $75.50 | -$73,461.50 |
| | 5 | F&I Sidewalk 5" Thick Reinf Conc | SY | 350 | | 350 | -9 | 341 | $80.00 | -$720.00 |
| | 6 | F&I Driveway 7" Thick Reinf Conc | SY | 318 | | 318 | 36 | 354 | $83.00 | $2,988.00 |
| | 7 | Rem & Repl Curb & Gutter | LF | 78 | | 78 | 112 | 190 | $115.00 | $12,880.00 |
| | 8 | Rem & Repl Sidewalk 4" Thick Reinf Conc | SY | 60 | | 60 | -3 | 57 | $95.00 | -$285.00 |
| | 9 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 40 | | 40 | -10 | 30 | $128.00 | -$1,280.00 |
| | 10 | Rem & Repl Pavement 6" Thick Asph | SY | 120 | | 120 | -10 | 110 | $125.00 | -$1,250.00 |
| | 12 | Sodding | SY | 50 | | 50 | -50 | 0 | $50.00 | -$2,500.00 |
| | 15 | Fill - Import | CY | 80 | | 80 | 20 | 100 | $20.00 | $400.00 |
| | | | | | | | | **Assessed Sub Total** | | **-$63,228.50** |
| City Paid | 16 | Rem & Repl Curb & Gutter | LF | 150 | | 150 | -36 | 114 | $115.00 | -$4,140.00 |

| 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 ($) | C/O Ext Price ($) |
|---|---|---|---|---|---|---|---|---|---|---|
| | 17 | F&I Sidewalk 4" Thick Reinf Conc | SY | 90 | | 90 | -50 | 40 | $75.00 | -$3,750.00 |
| | 18 | F&I Sidewalk 6" Thick Reinf Conc | SY | 45 | | 45 | -13 | 32 | $76.00 | -$988.00 |
| | 19 | Rem & Repl Sidewalk 4" Thick Reinf Conc | SY | 130 | | 130 | 12 | 142 | $95.00 | $1,140.00 |
| | 20 | Rem & Repl Sidewalk 6" Thick Reinf Conc | SY | 40 | | 40 | -12 | 28 | $128.00 | -$1,536.00 |
| | 21 | Remove Sidewalk All Thicknesses All Types | SY | 50 | | 50 | -50 | 0 | $25.00 | -$1,250.00 |
| | 22 | Remove Driveway All Thicknesses All Types | SY | 50 | | 50 | -35 | 15 | $25.00 | -$875.00 |
| | 23 | F&I Det Warn Panels Cast Iron | SF | 160 | | 160 | -56 | 104 | $90.50 | -$5,068.00 |
| | 24 | Casting to Grade - w/Conc | EA | 15 | | 15 | 3 | 18 | $500.00 | $1,500.00 |
| | 25 | GV Box to Grade - w/Conc | EA | 5 | | 5 | 3 | 8 | $500.00 | $1,500.00 |
| | 26 | Curb Stop Box to Grade | EA | 5 | | 5 | -4 | 1 | $450.00 | -$1,800.00 |
| | 27 | Rem & Repl Pavement 9" Thick Asph | SY | 40 | | 40 | -30 | 10 | $195.00 | -$5,850.00 |
| | 28 | Seeding Type B | SY | 4980 | | 4980 | -2 | 4978 | $3.25 | -$6.50 |
| | 29 | Mulching Type 1 Hydro | SY | 4980 | | 4980 | -2 | 4978 | $1.90 | -$3.80 |
| | 30 | Topsoil - Import Special | CY | 150 | | 150 | 30 | 180 | $40.00 | $1,200.00 |
| | 31 | Irrigation Repair | EA | 10 | | 10 | -4 | 6 | $1,000.00 | -$4,000.00 |
| | | | | | | | | **City Paid Sub Total** | | **-$23,927.30** |
| Downtown ADA Ramps | 33 | Rem & Repl Curb & Gutter | LF | 122 | | 122 | 70 | 192 | $115.00 | $8,050.00 |
| | 34 | Rem & Repl Sidewalk 4" Thick Reinf Conc | SY | 120 | | 120 | -13 | 107 | $95.00 | -$1,235.00 |

| 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 | Rem & Repl Sidewalk 6" Thick Reinf Conc | SY | 40 | | 40 | 45 | 85 | $128.00 | $5,760.00 |
| | | | | | | | | **Downtown ADA Ramps Sub Total** | | **$12,575.00** |

**Summary**

| | |
|---|---|
| **Source Of Funding** | Sidewalk Assessments, Sales Tax Funds - Infrastructure - 420 |
| **Net Amount Change Order # 2 ($)** | -$74,580.80 |
| **Previous Change Orders ($)** | $13,200.84 |
| **Original Contract Amount ($)** | $692,321.00 |
| **Total Contract Amount ($)** | $630,941.04 |

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

APPROVED

For Contractor

Title Owner

10/30/26

APPROVED DATE

Department Head

Mayor

Attest

13

**REPORT OF ACTION**

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Project No. UR-26-A1

Type: Change Order #4 & Time Extension

Location: Citywide

Date of Hearing: 11/2/2026

| Routing | Date |
|---|---|
| City Commission | 11/9/2026 |
| PWPEC File | X |
| Project File | Jacob Dethloff |

The Committee reviewed a communication from Project Manager, Jacob Dethloff, regarding Change Order #4 in the amount of $12,500.00 for additional work, as well as a time extension to the Substantial and Final Completion Dates extending them to November 6 and November 20, 2026, respectively.

Staff is recommending approval of Change Order #4 in the amount of $12,500.00, bringing the total contract amount to $484,156.60, as well as the time extensions as described above.

On a motion by Gary Lorenz, seconded by Nicole Crutchfield, the Committee voted to recommend approval of Change Order #4 and the associated time extensions to Key Contracting, Inc.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve Change Order #4 in the amount of $12,500.00, bringing the total contract amount to $484,156.60, and the time extension bringing the Substantial and Final Completion Dates to November 6 and November 20, 2026, respectively, to Key Contracting, Inc.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility Funds

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

| COMMITTEE | Present | Yes | No | Unanimous |
|---|---|---|---|---|
| | | | | ☑ |
| Josh Boschee, Mayor | ☑ | ☑ | ☐ | |
| Nicole Crutchfield, Director of Planning | ☑ | ☑ | ☐ | |
| Gary Lorenz, Fire Chief | ☑ | ☑ | ☐ | |
| Michael Redlinger, City Administrator | ☑ | ☑ | ☐ | |
| Ben Dow, Director of Operations | ☑ | ☑ | ☐ | |
| Tom Knakmuhs, City Engineer | ☑ | ☑ | ☐ | |
| Susan Thompson, Finance Director | ☑ | ☑ | ☐ | Wyatt Papenfuss |

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

C: Kristi Olson

THE CITY OF Fargo FAR MORE

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

# Memorandum

**To:** Members of PWPEC

**From:** Jacob Dethloff – Storm Water Civil Engineer.

**Date:** November 2, 2026

**Re:** Project No. UR-26-A1 – Change Order #4 & Time Extension

---

## Background:

Project No. UR-26-A1 is for repairing storm sewer infrastructure located within the City. Examples include repairing pipe separations, restoring river outfalls and replacing damaged or deficient storm sewer appurtenances.

## Proposed Site 23 – Drain 27 Trail:

This change order is to add another site onto the UR-26-A1 Storm Sewer Area Repairs project.

This site was part of last year's SN-25-A1 Drain 27 Path Crossing project, which involved installing a box culvert to allow pedestrians and bicyclists to cross the drain. The plans called for riprap to be installed as a buffer between the shared-use path and the edge of the culvert overlooking the drain. Sometime this spring, someone removed chunks of riprap and threw them over the edge into the water.

This change order will be installing new rip rap and grouting it into place. Preventing the ability for people to be able to throw the rip rap into drain 27 from on top of the culvert path.

Change Order #4 in the amount of $12,500.00, is for the extra work described above and will add 29 extra days to the substantial completion and 14 days to the final completion. Proposed substantial completion date November 6th. Proposed final Completion November 20th.

Funding source is 100% Infrastructure Sales Tax Funds, Fund – 420.

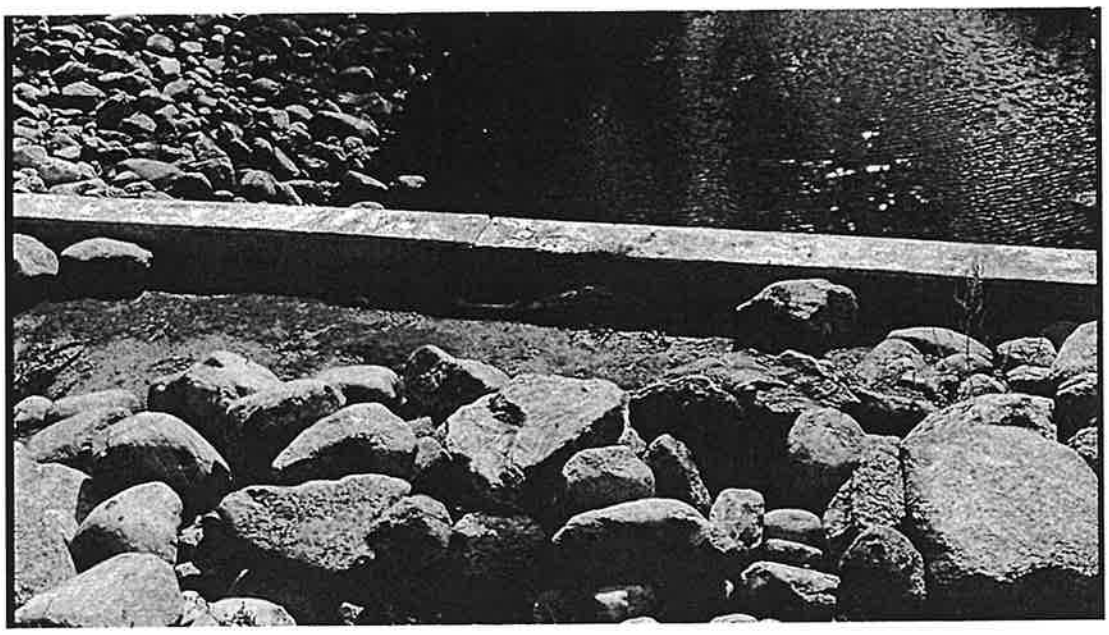
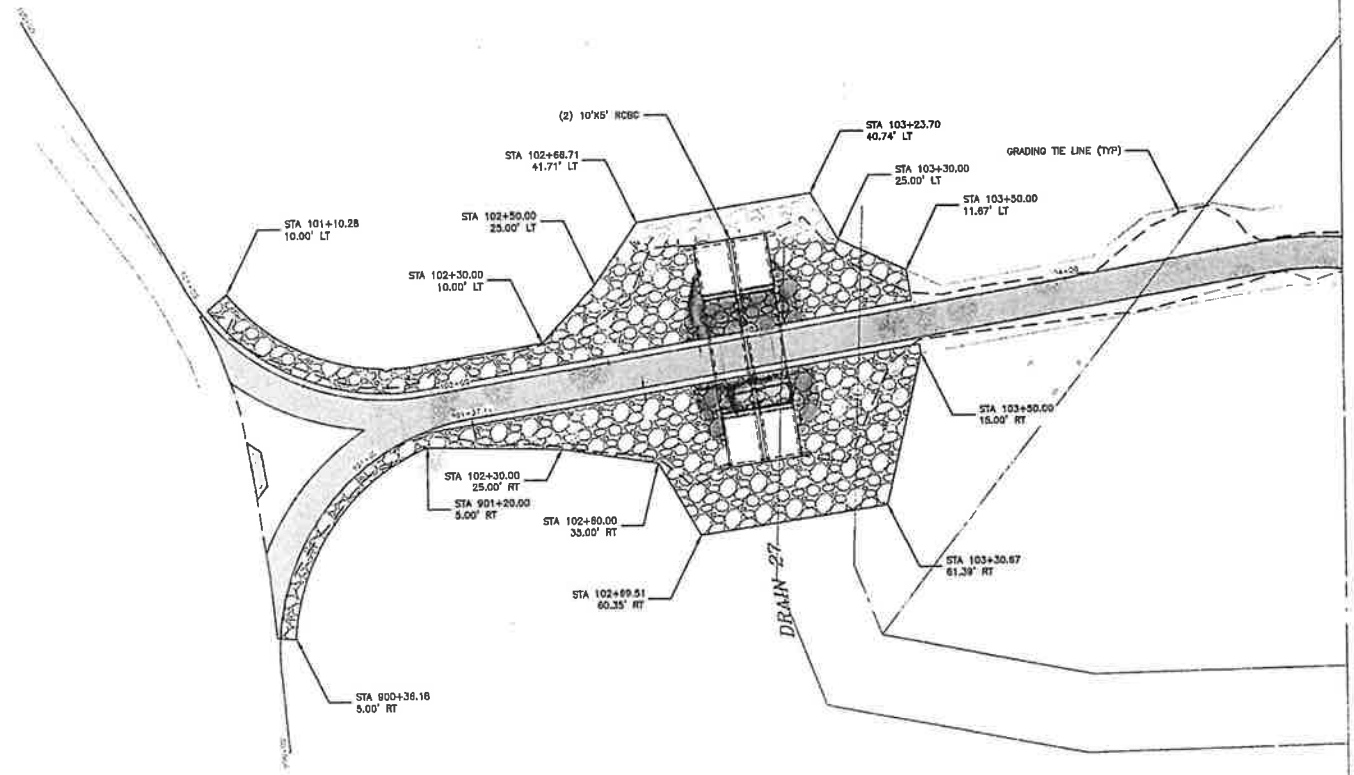


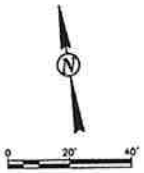
Figure 1 – Missing Rip Rap on Drain 27 Trail.

## Recommended Motion:

Approve Change Order #4 in the amount of $12,500.00 for the extra work described above and add 29 extra days to the substantial completion and 14 days to the final completion.

| STATE | PROJECT NO. | SECTION NO. | SHEET NO. |
|---|---|---|---|
| ND | TMA-TAU-8-984(177) | 77 | |




LEGEND:

- SEEDING CLASS III HYDRAULIC MULCH
- RIPRAP GRADE II
- SIDEWALK CONCRETE 5IN

THE CITY OF Fargo FAR MORE

Houston Engineering Inc.
Proj. No. 6059-0205
Ph: 701.237.5065

ALL ELEVATIONS ARE BASED ON THE U.S.G.S. VERTICAL DATUM OF 1988 (UNLESS NOTED OTHERWISE)

REGISTERED PROFESSIONAL ENGINEER
ADAM M. RUUD
PE-10407
DATE
NORTH DAKOTA

8/12/2024

**Permanent Erosion Control**

**Drain 27 Trail**

08/12/24 11:47:08AM N:\Jobs\6000\6059\6059_0205 Shell—Project RFP\CAD\Plans\Drain 27\027-PERM EROSION CONTROL 2.dwg

Fargo

**CHANGE ORDER REPORT**
**STORM SEWER AREA REPAIRS**
**PROJECT NO. UR-26-A1**
**VARIOUS SITES CITY WIDE**

**Change Order No** 4 **Change Order Date** 10/12/2026
**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

Added a Storm Sewer Area Repair site: Site 23 - Drain 27 shared use path Rip Rap install.
This is due to people picking up the rip rap and throwing off the edge of the culvert into the drain. Solution will be to replace the rip rap and grout them in place.
This CO is a increase of Cost/ Time. The price of this extra site came out to be $12,500.00. Requesting a extra 29 days for substantial completion making it November 6th. Also requesting a extra 14 days for final completion making it November 20th.
This time extension is due to waiting for cooler temperatures to have less traffic on the shared use path for when they have to block entrance/exit.

| 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 | 49 | Mobilization | LS | -1 | 0 | 0 | 1 | 1 | $4,000.00 | $4,000.00 |
| | 50 | F&I Rip Rap Rock | CY | 0 | | 0 | 5 | 5 | $600.00 | $3,000.00 |
| | 51 | Repair Concrete | SY | 0 | | 0 | 10 | 10 | $550.00 | $5,500.00 |
| | | | | | | | | **Change Order 4 Sub Total** | | **$12,500.00** |

**Summary**

| | |
|---|---|
| **Source Of Funding** | Storm Sewer Utility |
| **Net Amount Change Order # 4 ($)** | $12,500.00 |
| **Previous Change Orders ($)** | $80,811.60 |
| **Original Contract Amount ($)** | $390,845.00 |
| **Total Contract Amount ($)** | $484,156.60 |

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

**CONTRACT DATES**

| | |
|---|---|
| **Current Substantial Completion Date** | **Current Final Completion Date** |
| 10/9/2026 | 11/6/2026 |
| **Additional Days Substantial Completion** | **Additional Days Final Completion** |
| 28 | 14 |
| **New Substantial Completion Date** | **New Final Completion Date** |
| 11/6/2026 | 11/20/2026 |

**Interim Completion Dates**

APPROVED
For Contractor Key Contracting
Title Operations Manager

APPROVED DATE
Department Head
Mayor
Attest

14

**REPORT OF ACTION**

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Type: Red River Bridge Maintenance Agreement

Location: Red River

Date of Hearing: 11/2/2026

| Routing | Date |
|---|---|
| City Commission | 11/9/2026 |
| PWPEC File | X |
| Project File | Jeremy Gorden |

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding a revised Red River Bridge Maintenance Agreement between City of Fargo, Fargo Park District, City of Moorhead, and Clay County.

We have approved two versions of this agreement in 2026 already, but minor adjustments have been necessary to correct, per Mn/DOT direction.

On a motion by Josh Boschee, seconded by Nicole Crutchfield, the Committee voted to recommend approval of the revised Red River Bridge Maintenance Agreement.

RECOMMENDED MOTION
Concur with the recommendations of PWPEC and approve the updated Red River Bridge Maintenance Agreement.

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

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

| COMMITTEE | Present | Yes | No | Unanimous |
|---|---|---|---|---|
| | | | | ☑ |
| Joshua Boschee, Mayor | ☑ | ☑ | ☐ | |
| Nicole Crutchfield, Director of Planning | ☑ | ☑ | ☐ | |
| Gary Lorenz, Fire Chief | ☑ | ☑ | ☐ | |
| Michael Redlinger, City Administrator | ☑ | ☑ | ☐ | |
| Ben Dow, Director of Operations | ☑ | ☑ | ☐ | |
| Tom Knakmuhs, City Engineer | ☑ | ☑ | ☐ | |
| Susan Thompson, Finance Director | ☑ | ☑ | ☐ | Wyatt Papenfuss |

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

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

# Memorandum

**To:** Members of PWPEC

**From:** Jeremy Gorden, PE, PTOE
Division Engineer – Transportation

**Date:** October 29, 2026

**Re:** Approval of Revised Red River Bridge Maintenance Agreement with City of Moorhead, Fargo Park District, and Clay County

---

I have attached a Bridge Maintenance Agreement for your review. Since 2015, we have had an agreement between us, Fargo Park District, City of Moorhead, and Clay County covering inspection and maintenance responsibilities for our shared bridges over the Red River. Due to changes that have happened since the original agreement, it is appropriate to revise that agreement. Some of the changes are the removal of the North Broadway bridge, the completion of the Oak Grove/Memorial Park pedestrian lift bridge, the planned construction of the Bluestem pedestrian bridge and the recent agreement between NDDOT and MnDOT on border bridge inspections.

We have approved two versions of this agreement in 2026 already, but minor adjustments have been necessary to correct, per Mn/DOT direction.

**Recommended Motion**
Approve the revised Red River Bridge Maintenance Agreement and forward to the City Commission for final approval.

Attachment

# BRIDGE MAINTENANCE AGREEMENT

**THIS AGREEMENT** (the "Agreement") is entered into between the City of Moorhead, whose address is 500 Center Avenue, P.O. Box 779, Moorhead, Minnesota 56561-0779 ("Moorhead"), the City of Fargo, whose address is 225 Fourth Street North, Fargo, North Dakota 58102 ("Fargo"), the Park District of the City of Fargo, whose address is 6100 38th Street South, Fargo, North Dakota 58104 (the "Park District"), and Clay County, whose address is 807 — 11th Street North, Moorhead, Minnesota 56560 ("Clay County").

## RECITALS

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

**WHEREAS**, Moorhead City Charter § 6.05, authorizes Moorhead to enter into contracts; and

**WHEREAS**, Minnesota Statutes Annotated § 373.01, authorizes Clay County to enter into contracts; and

**WHEREAS**, North Dakota Century Code § 40-49-04, authorizes the Park District to enter into contracts; and

**WHEREAS**, there are a number of bridges serving the Fargo-Moorhead area that need to be or will need to be inspected, repaired and maintained; and

**WHEREAS**, the parties have agreed to share in the responsibility of maintenance, inspection, and repair of the bridges, subject to the terms of this Agreement.

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

## AGREEMENT

1. **The Bridges**. The bridges to be inspected, maintained, and/or repaired pursuant to this Agreement are:

   a. 40th Avenue North (CSAH 20)/Wall Street Avenue (CSAH No. 22) Bridge (Bridge No. 14539)
   b. 12th Avenue North/15th Avenue North Bridge (Bridge No. 14523)
   c. 1st Avenue North Bridge (Bridge No. 14511)
   d. Center Avenue/NP Avenue Bridge (Bridge No. 5270)
   e. Main Avenue Bridge (Bridge No. 14012)
   f. 52nd Avenue South/60th Avenue South (CSAH No. 12) Bridge (Bridge No. 14510)
   g. Lindenwood-Gooseberry Pedestrian Bridge
   h. Oak Grove-Memorial Pedestrian Bridge
   i. Floating Pedestrian Bridge
   j. Bluestem Pedestrian Bridge (Bridge No. R1122)

(hereinafter collectively referred to as the "Bridges").

2. **Inspection**. The Bridges must be inspected in accordance with federal and state requirements and the National Bridge Inspection Standards as required by 23 CFR 650.3. Pursuant to a border bridge agreement between the North Dakota Department of Transportation (NDDOT) and the Minnesota Department of Transportation (MnDOT), those two agencies have determined which DOT agency will be the lead for receiving inspection reports for the locally owned bridges from the local agencies and forwarding the inspection reports on to the FHWA. Where bridge inspections are conducted by Fargo, they will be reported to NDDOT. Where bridge inspections are conducted by Moorhead or Clay County, they will be reported to MnDOT. Fargo and Moorhead or Clay County will notify each other when an inspection is to be conducted. Bridge inspection responsibilities will be as follows:

   a. Moorhead will act as the lead in arranging for and conducting the routine inspections of Bridge No. 14523 and for coordinating with MnDOT on the special inspections of the pin and hanger assemblies of Bridge No. 5270. Fargo will act as the lead in arranging for and conducting the routine inspections of Bridge Nos. 14511 and 5270, and for coordinating with NDDOT on the inspections of the underwater elements of Bridge Nos. 14523, 14511, and 5270. Fargo and Moorhead agree to share the costs of inspection that are not covered by MnDOT and/or NDDOT, including all administrative costs, for these three bridges equally. Timing of inspections will be, at a minimum, as required by federal or state law, or by National Bridge Inspection Standards. Inspection of the Bridges may be done more frequently than required by federal or state law, or by National Bridge Inspection Standards, if any party to this Agreement deems the inspection necessary.

   b. Clay County will act as the lead in arranging for and conducting the inspections of Bridge No. 14539. Fargo will act as the lead in arranging for and conducting the routine inspections of Bridge No. 14510, and for coordinating with NDDOT on the inspections of the underwater elements of Bridge Nos. 14510 and 14539. Fargo and Clay County agree to share the costs of inspection that are not covered by MnDOT and/or NDDOT, including all administrative costs, for these two bridges equally. Timing of inspections will be, at a minimum, as required by federal or state law, or by National Bridge Inspection Standards. Inspection of the Bridges may be done more frequently than required by federal or state law, or by National Bridge Inspection Standards, if any party to this Agreement deems the inspection necessary.

   c. The Main Avenue Bridge (#14012) is owned and operated by MnDOT and NDDOT, and those agencies are responsible for all inspections for that bridge.

   d. There are no current federal or state requirements to inspect pedestrian bridges unless they are over public highways or streets. Therefore, there are currently no requirements to inspect the pedestrian bridges over the Red River. In the event federal or state requirements change, or if any party wishes to inspect the pedestrian bridges over the Red River, the responsibility for the inspection will be as set forth in paragraph 7 below.

3. **Snooper Truck**. A snooper truck is a truck with a long arm used by qualified inspectors to perform thorough evaluations of bridges to identify necessary repairs. A snooper truck may be utilized in conducting the inspection of the Bridges. For purposes of this Agreement, if Fargo, Moorhead, or Clay County conduct an inspection that requires a snooper truck, the snooper truck will be provided by MNDOT. Any and all costs, including all administrative costs, associated

with rental or use of the snooper truck will be split equally between the responsible parties.

4. **General Maintenance**. General maintenance includes, but is not limited to, flushing of joints, pavement markings, sweeping, and snow removal. General maintenance responsibilities will be as follows:

a. Roadway snow removal and General Maintenance for the Main Avenue Bridge is the responsibility of MnDOT and NDDOT except for any responsibilities that Fargo and Moorhead may have agreed to through construction and maintenance agreements with their respective DOT's. These agreements include, but are not limited to the Cost Participation, Construction and Maintenance Agreement for the Mid-Span Plaza between the City of Fargo and NDDOT, and Cooperative Construction Agreement #84518-R between the City of Moorhead and MnDOT. Subject to those other agreements, the Cities of Fargo and Moorhead agree to share maintenance responsibilities for the Main Avenue Bridge as follows:
   i. Fargo will be responsible for:
      1) Snow removal and General Maintenance of the sidewalks
      2) The street lights on the west half of the bridge
      3) Decorative columns and railings on the west half of the bridge
      4) Retaining walls and decorative railings connected to the west abutment of the bridge
      5) The flagpoles and flags on the west half of the Mid-Span Plaza
      6) Snow removal and General Maintenance of the Mid-Span Plaza, including garbage and litter pick-up
      7) Other maintenance of aesthetic features of the Mid-Span Plaza, including light poles, benches, decorative railings and columns, and other aesthetic features
   ii. Fargo Park District will be responsible for:
      1) Mowing, trimming, and landscape maintenance of turf and planting around the west abutment and retaining walls
   iii. Moorhead will be responsible for:
      1) The street lights on the east half of the bridge
      2) Decorative columns and railings on the east half of the bridge
      3) Retaining walls and decorative railings connected to the east abutment of the bridge, including the Bridgehead Plaza
      4) Flagpoles and flags on the east half of the Mid-Span Plaza

b. Roadway snow removal for each of the locally owned Bridges will be the responsibility of whichever entity is first to arrive at the location, unless otherwise agreed between the parties responsible for each bridge.

c. Street sweeping, pavement marking, joint flushing and sidewalk snow removal for Bridges Nos. 14511, 14523, 14539, and 5270 will be the responsibility of Moorhead and Fargo.

   i. Moorhead will be responsible for these activities on Bridge Nos. 14523 and 5270.
   ii. Fargo will be responsible for these activities on Bridge Nos. 14511 and 14539.

d. The costs associated with General maintenance of the Bridges will be split pursuant to the terms of this Agreement. General maintenance of items on each party's own property,

including the approaches and bridge abutments, will be the responsibility of that party. Repairs to the superstructure or the deck will be split pursuant to the terms of this Agreement.

5. **Maintenance and Repair — Bridges Nos. 14511, 14523, 5270**. Maintenance and repair work for Bridge Nos. 14511, 14523, and 5270 will be the responsibility of Moorhead and Fargo.

a. Moorhead will be responsible for:

i. Contracting with an engineering firm for the preparation of any plans and specifications necessary for the completion of any recommended maintenance or repair;
ii. Contracting with the proper party to perform any and all maintenance or repair of the Bridge as identified by the inspection, or as identified by either Moorhead or Fargo;
iii. Arranging for any necessary materials testing;
iv. Arranging for the necessary traffic control during the maintenance or repair, including both pedestrian and vehicular traffic; and
v. Contributing one half of the total cost, including all administrative costs, of the maintenance or repair.

b. Fargo will be responsible for:

i. Contributing one half of the total cost of the maintenance or repair, including construction, testing, engineering, legal, and all administrative costs.

c. In the event the river reaches a level which requires additional work be done to Bridge No. 14523, including but not limited to, removal of light poles and fencing on the Bridge, Moorhead will be the responsible party for ensuring the work is completed. Any and all costs, including all administrative costs, associated with this work will be shared equally between Moorhead and Fargo.

d. Approval must be given in writing by the authorized person or persons for both Fargo and Moorhead prior to incurring any cost for maintenance or repair of the Bridges identified in this paragraph. Planning for repairs should be completed one year in advance unless repair constitutes an emergency.

6. **Maintenance and Repair — Bridges Nos. 14510 and 14539**. Maintenance and repair work for Bridge Nos. 14510 and 14539 will be the responsibility of Clay County and Fargo.

a. Clay County will be responsible for:

i. Contracting with an engineering firm for the preparation of any plans and specifications necessary for the completion of any recommended maintenance or repair;
ii. Contracting with the proper party to perform any and all maintenance or repair of the bridge as identified by the inspection, or as identified by either Clay County or Fargo;
iii. Arranging for any necessary materials testing;
iv. Arranging for the necessary traffic control during the maintenance or repair, including both pedestrian and vehicular traffic; and

v. Contributing one half of the total cost, including all administrative costs, of the maintenance or repair.

b. Fargo will be responsible for:

i. Contributing one half of the total cost of the maintenance or repair, including construction, testing, engineering, legal, and all administrative costs.
ii. Approval must be given in writing by the authorized person or persons for both Fargo and Clay County prior to incurring any cost for maintenance or repair of the bridges identified in this paragraph. Planning for repairs should be completed one year in advance unless repair constitutes an emergency

7. **Maintenance and Repair — Bridge Nos. 14012**. Maintenance and repair work for Bridge No. 14012 is the responsibility of NDDOT and MnDOT, and is not covered by this agreement, with the exception of the items described above in section 4.a.i and 4.a.ii.

8. **Maintenance and Repair — Pedestrian Bridges**.

a. *Floating Pedestrian Bridge*. The Park District and Moorhead, through the Park Department, will share equally in any repair costs associated with the floating pedestrian bridge. The Park District and Moorhead will alternate responsibility for the maintenance, installation, and removal of the floating pedestrian bridge.

i. Moorhead will be responsible for:

1) maintenance and removal of the floating pedestrian bridge in even- numbered years;
2) installation of the floating pedestrian bridge in the spring of the following odd-numbered year; and
3) contributing one half of the total cost of any repairs associated with the floating pedestrian bridge.

ii. The Park District will be responsible for:

1) maintenance and removal of the floating pedestrian bridge in odd- numbered years;
2) installation of the floating pedestrian bridge in the spring of the following even-numbered year; and
3) contributing one half of the total cost of any repairs associated with the floating pedestrian bridge.

b. *Permanent Pedestrian Bridges*. Responsibility for the permanent pedestrian bridges will be as follows:

i. The Park District will be responsible for:

1) 100% of the operation and maintenance of the Lindenwood-Gooseberry Pedestrian Bridge.

ii. Fargo will be responsible for:

1) 100% of the maintenance of the lighting on the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028); and
2) 50% of the cost of any repairs associated with the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028).

iii. Moorhead will be responsible for:

1) 100% of the operation and maintenance of the Oak Grove-Memorial Pedestrian Bridge; and
2) 100% of the snow removal on the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028); and
3) 50% of the cost of any repairs associated with the Bluestem Pedestrian Bridge once it is complete (anticipated to be complete in 2028).

c. In the event any of the pedestrian floating or lift bridges referenced in this section are in need of any major capital improvement, meaning an improvement that exceeds $5,000, the cost of that improvement will be the joint responsibility of the Park District and Moorhead. Any and all major capital improvements must first be approved, in writing, by both the Park District and Moorhead.

d. In the event the Bluestem Pedestrian Bridge is in need of any major capital improvement, meaning an improvement that exceeds $5,000, the cost of that improvement will be the joint responsibility of Fargo and Moorhead. Any and all major capital improvements must first be approved, in writing, by both Fargo and Moorhead.

e. Moorhead, Fargo and the Park District will each designate a representative who will be the party's representative with respect to any matters relating to the pedestrian bridges in dispute or requiring agreement under the terms of this Agreement. Such representative may be changed from time to time. The representatives will be responsible for resolving any dispute between the parties concerning this Agreement and for the preparing an annual schedule of maintenance and repairs.

f. If the designated representatives cannot agree with respect to any matter requiring agreement or with respect to any dispute concerning this Agreement, the parties will submit the matter to their respective Boards (or a committee established by the Board) to resolve the dispute. If they cannot otherwise settle the dispute, the matter will be submitted to binding arbitration. Unless the parties can agree upon a single arbitrator, each party will select one arbitrator and the two so selected will select the third arbitrator. The decision of a majority of the arbitrators, or the single arbitrator chosen, will be conclusive and binding upon the parties.

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

10. **Term**. The term of this Agreement will be ten (10) years, with an expiration date of December 31, 2036. This Agreement will automatically renew for successive periods of one (1) year unless terminated by any party. Any party may terminate this Agreement by providing one (1) year

written notice to the other parties.

11. **Liability**. The employees and officers of a party are deemed to be employees (as defined in Minn. Stat. § 466.01, subdivision 6) of that party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for each party. Any and all liability of the parties related to the terms of this Agreement will be limited to the amounts specified by the statutory requirements set forth in North Dakota Century Code § 32-12.1-03 and Minnesota Statutes Annotated § 466.04, irrespective of whether any party may have waived the limit on liability set forth in those chapters. These statutory limitations may not be stacked to increase the maximum amount of liability for each party.

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

13. **Insurance**. Moorhead, through League of Minnesota Cities Insurance Trust (LMCIT), will maintain insurance on Bridge Nos. 14511, 14523, 5270, and the pedestrian bridges. Moorhead will bill the Park District and Fargo for their respective share of the cost of the insurance. Clay County will maintain insurance on Bridge Nos. 14510, 14524, and 14539. Clay County will bill Fargo for their respective share of the cost of the insurance. The parties may annually review the costs of insurance and potential insurance providers.

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

If to Fargo:

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

If to Moorhead:

City of Moorhead
ATTN: City Manager
P.O. Box 779
Moorhead, MN 56561-0779

If to the Park District: Park District of the City of Fargo
ATTN: Park Director
6100 38th Street South
Fargo, ND 58104

If to Clay County: Clay County
ATTN: County Auditor
807 – 11th Street North
Moorhead, MN 56560

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

15. **Time is of the Essence**. Time is of the essence of each provision of this entire Agreement and of all the conditions thereof.

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

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

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

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

20. **Binding Effect**. All covenants, agreements, warranties and provisions of this Agreement will be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. When used herein, the singular will include the plural, the plural will include the singular, and the use of one gender will include all other genders, as and when the context so requires.

21. **Governing Law**. This Agreement has been made and entered into under the laws of the State of North Dakota, and said laws will control its interpretation. Any litigation arising out of this

Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

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

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

24. **Headings**. Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

25. **Previous Agreements Superseded**. This Agreement supersedes any previous agreement between any of the parties hereto regarding any of the Bridges, or its predecessor.

*(Remainder of page intentionally left blank.)*

Dated this ___ day of _____, 2026.

CITY OF FARGO, NORTH DAKOTA:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

*(Signatures continue on the following pages.)*

Dated this ___ day of _____, 2026.

CITY OF MOORHEAD, MINNESOTA:

By: _____

Its: _____

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

*(Signatures continue on the following pages.)*

Dated this ___ day of _____, 2026.

PARK DISTRICT OF THE CITY OF FARGO:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

*(Signatures continue on the following pages.)*

Dated this ___ day of _____, 2026.

CLAY COUNTY, MINNESOTA:

By: _____

Its: _____

ATTEST:

By: _____

Its: _____

15

# REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Maintenance Certification for Urban Federal Aid Projects for NDDOT

Location: Citywide

Hearing: 11/2/2026

| Routing | Date |
|---|---|
| City Commission | 11/9/2026 |
| PWPEC File | X |
| Project File | Jeremy Gorden |

The Committee reviewed the Maintenance Certification for Urban Federal Aid Projects submitted by Division Engineer, Jeremy Gorden. NDDOT requires that Cities maintain, in appropriate condition, any street project funded in total or in part by FHWA funds. The NDDOT sends this certificate out annually for local governments to approve.

Staff recommends approval of the Maintenance Certification.

On a motion by Ben Dow, seconded by Josh Boschee, the Committee voted to recommend approval of the Maintenance Certification for Urban Federal Aid Projects for NDDOT and return it signed to them by December 31, 2026.

RECOMMENDED MOTION
Concur with PWPEC recommendation and approve the Maintenance Certification for Urban Federal Aid Projects for NDDOT.

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

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

COMMITTEE

| | Present | Yes | No | Unanimous |
|---|---|---|---|---|
| | | | | ☑ |
| Joshua Boschee, Mayor | ☑ | ☑ | ☐ | |
| Nicole Crutchfield, Director of Planning | ☑ | ☑ | ☐ | |
| Gary Lorenz, Fire Chief | ☑ | ☑ | ☐ | |
| Michael Redlinger, City Administrator | ☑ | ☑ | ☐ | |
| Ben Dow, Director of Operations | ☑ | ☑ | ☐ | |
| Tom Knakmuhs, City Engineer | ☑ | ☑ | ☐ | |
| Susan Thompson, Finance Director | ☑ | ☑ | ☐ | Wyatt Papenfuss |

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

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

# Memorandum

**To:** Members of PWPEC

**From:** Jeremy Gorden, PE, PTOE
Division Engineer – Transportation

**Date:** October 29, 2026

**Re:** Maintenance Certification for Urban Federal Aid Projects for NDDOT

---

I have attached a **Maintenance Certification** for all of our completed Urban Federal Aid Projects that we received recently from the Local Government Division of the NDDOT. The NDDOT requires that City's maintain, in appropriate condition, any street project funded in total or in part by FHWA funds. Maintenance requirements are spelled out in the project specific Cost Participation and Maintenance Agreement. The NDDOT sends this certificate out annually for local governments to approve.

**Recommended Motion**

Approve this Maintenance Certification for the NDDOT and return it signed to them by December 31, 2026.

Attachments

MEMO TO: City Engineer

FROM: Derek Pfeifer, Local Government Engineer DDP

DATE: October 14, 2026

SUBJECT: Maintenance Certification

Enclosed is the annual Maintenance Certification for urban federal aid projects for you to sign and return to my office by **December 18, 2026**. This certification states that your city is properly maintaining the projects that had federal aid for construction.

Also, enclosed is a **sample** "Cost Participation, Construction, and Maintenance Agreement" similar to one you have signed for each federal aid construction project (See pages 3 and 4). This does ***not*** need to be returned as it is for your information only.

If you have any questions, please call me at 701-328-4408.

38/sh/ss
Enclosures

NDDOT Contract No. ${FIELD:CONTRACT_NUMBER}

**North Dakota Department of Transportation**
**COST PARTICIPATION, CONSTRUCTION, AND MAINTENANCE AGREEMENT**
**LPA FEDERAL AID PROJECT**

**Federal Award Information – to be provided by NDDOT**

CFDA No: 20.205 — CFDA Title: Highway Planning & Construction

Award Name: Federal Aid Highway Program — Awarding Fed. Agency: Federal Highway Admin

NDDOT Program Mgr: ${FIELD:CONTRACT_MGR_NAME} — Telephone:

**Notice to Subrecipients: Federal awards may have specific compliance requirements. If you are not aware of the specific requirements for your award, please contact your NDDOT Program Manager.**

**For NDDOT use only.** **FHWA Authorization date:**

**Project No. ${FIELD:PROJECT_NUMBER}** **LPA:**
**Location: ${FIELD:LOCATION}**
**Type of Improvement:** **Length:**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the Local Public Agency (LPA) of , North Dakota, hereinafter referred to as the LPA, who agree that:

It is in the best interest of both parties to have the LPA construct and maintain this project according to the terms and conditions set forth in this agreement. NDDOT will assist the LPA with the preparation and distribution of the bid documents and include the project in a scheduled bid opening.

The LPA agrees to the terms and conditions required for this project by the Federal Highway Administration (FHWA).

NDDOT will procure federal funds for the construction of the project, pursuant to Title 23 of the United States Code.

Federal funds obligated for this project shall not exceed percent of the total eligible project cost. The total cost of the project is $ , with the LPA's estimated share being $ .

Additional Funding Clause

The total eligible project costs include the cost of those items shown in the engineer's detailed estimate as approved for federal funds and any project changes approved by NDDOT for the use of federal funds.

SAMPLE

Federal funds may not be obligated by the LPA, prior to FHWA approval of the program documents for the project.

**PART I**

LPA Obligation:

1. To comply with the Disadvantaged Business Enterprise (DBE) requirements established by NDDOT for the project.

   The LPA shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The LPA shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. NDDOT's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the LPA of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et. Seq.).

   Include the following paragraph verbatim in any subcontracts they sign relative to this project:

   > The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the solicitation, award, and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as NDDOT deems appropriate.

2. To comply with requirements of 23 CFR Part 633, Required Contract Provisions, and 23 CFR Part 635, Construction and Maintenance.

3. To construct the project in conformity with the construction contract, changes to the plans shall meet the requirements of 23 CFR Part 625, Design Standards for Highways and the current edition of the NDDOT's *Local Government Manual*.

4. To construct the project in conformity with the approved environmental documents and provide for the implementation of any measures mitigating the environmental impact of the project.

5. To comply with the procedures outlined in the current edition of NDDOT's *Local Government Manual*.

6. To comply with the current edition of NDDOT's *Right of Way Acquisition Procedures for Local Public Agency Federal Aid Projects*.

7. The LPA will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of streets, inconvenience to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance,

8. To comply with the requirements of Appendices A and E of the Title VI Assurances, attached and incorporated by reference herein.

SAMPLE

**PART II**

Contracting and Construction:

1. On behalf of the LPA, NDDOT will:

   a. Prepare the bid package, solicit proposals, and include the project in a scheduled bid opening as provided in the North Dakota Century Code, Chapter 24-02.

   b. Evaluate the bids as to the sufficiency of Disadvantaged Business Enterprise (DBE) participation and the bidder's good faith efforts in satisfying the requirements of the current edition of the DBE special provision, and 49 CFR Part 26. NDDOT shall have exclusive authority in evaluating the adequacy of DBE participation.

   c. Tabulate the bids and send to the LPA.

   d. Concur in the award of the contract, after the LPA has executed the contract, for the sole purpose of enabling the LPA to procure federal aid for the construction of the project.

2. The LPA will:

   a. Review bids to determine the lowest responsible bidder.

   b. Execute the contract.

   c. Distribute copies of the executed contract and contract bond to NDDOT.

3. During the construction of the project, the LPA will:

   a. Provide engineering services, material testing, and inspection of the work as required by the contract documents and the current editions of NDDOT's *Sampling and Testing Manual* and the *Standard Specifications for Road and Bridge Construction.*

   b. Keep all project records and documentation as required in NDDOT's current editions of the *Construction Records Manual* and the *Construction Automated Records System.*

   c. Make all records available to NDDOT and FHWA for inspection upon request. The LPA will submit all documents and records to NDDOT for review before final payment is made. NDDOT will maintain the project records for three years from the final voucher date of FHWA and then return them to the LPA.

   d. Be responsible for any changes in plan, character of work, quantities, site conditions, or any claim for extra compensation. NDDOT will review all contract adjustments to determine if the adjustments are eligible for federal aid. Federal aid shall be limited to the amount stated on page one of this agreement.

**PART III**

Post Construction:

After the project is completed the LPA agrees to:

1. Control the length and location of curb openings for access. The width of such access opening shall not exceed that shown on the plans. Additional access points will be allowed on the project if the design adequately considers all effects the access point will have on the entire traffic corridor.

SAMPLE

2. Prohibit double parking and diagonal parking within the limits of the project. Additional parallel parking will be allowed within the limits of the project if designed considering the effects the added parking will have on the entire traffic corridor. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

3. If the traffic corridor intersects a state highway, the LPA must justify to NDDOT that any new access allowed will have minimal impact to the state highway. The design will meet the requirements of 23 CFR Part 625, Design Standards for Highways.

4. Maintain the signing and marking of the project according to the current edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*, as supplemented and amended.

5. Restrict the speed limit on the project at or below the maximum design speed. Any changes to the speed limit will be pursuant to North Dakota Century Code, Chapter 39-09.

6. Provide maintenance to the completed project at its own cost and expense.

7. Prohibit access and encroachments upon the right of way pursuant to 23 CFR Part 1.23, Rights of Way, and Part 710 Subpart D, Right of Way, Real Property Management.

**PART IV**

General:

1. NDDOT will make all contract payments on behalf of the LPA. Payment will be made upon receipt of the engineer's estimate. The LPA will reimburse NDDOT for payments made less the amount paid by FHWA. No costs will be incurred by NDDOT for the construction and maintenance of this project.

   If the LPA fails to reimburse NDDOT within 60 days after billing for funds advanced on behalf of the LPA, this document will constitute an assignment of funds now or hereafter coming into the hands of the state treasurer, which would otherwise be distributed to the LPA out of the highway tax distribution fund, NDCC 54-27-19. The state treasurer is hereby directed to pay NDDOT all such funds until the total equals the sum billed pursuant to this agreement.

2. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.

3. No official, employee, or other person performing services for the LPA who is authorized to negotiate or approve any contract or subcontract in connection with the project shall have any financial or other personal interest in any such contract or subcontract. No officer or employee of such person retained by the LPA shall have any financial or other personal interest in any real property acquired for the project unless such interest is openly disclosed upon public records of NDDOT and of the LPA, and such officer, employee, or person has not participated in such acquisition for and in behalf of the LPA.

4. The failure of the state to enforce any provisions of this contract shall not constitute a waiver by the state of that or any other provision.

5. Entities that receive federal funds through NDDOT may be required to obtain an audit in accordance with 2 C.F.R. Part 200, Subpart F. A copy of such audit shall be submitted to NDDOT. Entities that spend less than $750,000 of federal funds from all sources may be subject to reviews by NDDOT at its discretion. Additionally, all entities receiving federal funds through NDDOT shall certify whether a Single Audit has been completed as part of the annual Federal award process. These requirements are

SAMPLE

applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.

6. All notices, certificates, or other communications shall be sufficiently given when delivered or mailed, postage prepaid, to the parties at the respective places of business as set forth below or at a place designated hereafter in writing by the parties.

   Local Government Engineer
   ND Department of Transportation
   608 East Boulevard Avenue
   Bismarck, ND 58505-0700

7. The LPA is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three years; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction on any matter involving fraud or official misconduct within the past three years.

8. This agreement constitutes the entire agreement between the parties. No waiver consent, modification or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The LPA, by the signature below of its authorized representative, hereby acknowledges that the LPA has read this agreement, understands it, and agrees to be bound by its terms and conditions.

SAMPLE

Executed by the LPA of _____, North Dakota, the date last below signed.

APPROVED:

_____
CITY/STATES ATTORNEY (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

LPA of _____
*

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*
_____
TITLE

_____
DATE

ATTEST:

_____
AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

Executed by the North Dakota Department of Transportation the date last below signed.

APPROVED as to substance:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

_____
LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

_____
DIRECTOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 8-17

SAMPLE

Project ${FIELD:PROJECT_NUMBER}

## CERTIFICATION OF LOCAL MATCH

It is hereby certified that the LPA of _____ will provide non-federal funds, whose source is identified below, as match for the amount the LPA is obligated to pay under the terms of the attached agreement with the North Dakota Department of Transportation. The certified amount does not duplicate any federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation.

**Non-Federal Match Funds provided by LPA.** Please designate the source(s) of funds in the LPA budget that will be used to match the federal funds obligated for this project through the North Dakota Department of Transportation.

**Source:**

_____

_____

Executed at _____, North Dakota, the last date below signed.

ATTEST:

_____
AUDITOR (TYPE OR PRINT)

_____
SIGNATURE

_____
DATE

APPROVED:

LPA of _____

_____
NAME (TYPE OR PRINT)

_____
SIGNATURE

*
_____
TITLE

_____
DATE

*Mayor, President or Chairperson of Commission

CLA 19256 (Div. 38)
L.D. Approved 4-12-93; 8-17

SAMPLE

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**
**APPENDIX A OF THE TITLE VI ASSURANCES**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as follows:

1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Recipient or the Federal Highway Administration as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

   a. withholding payments to the Contractor under the contract until the Contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

SAMPLE

**NORTH DAKOTA DEPARTMENT OF TRANSPORTATION**
**APPENDIX E OF THE TITLE VI ASSURANCES**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.P.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

SAMPLE

# MAINTENANCE CERTIFICATION
# URBAN FEDERAL AID PROJECT

North Dakota Department of Transportation, Local Government
SFN 51027 (8-2017)

All federal aid street projects have been inspected and are being maintained in a good and safe condition for general public use. Maintenance is in accordance with the North Dakota Department of Transportation "Cost Participation and Maintenance Agreements".

Approved as to form:

| City Attorney (Type or print) |
| --- |
| Signature |

| City of |
| --- |
| Date |

| City Auditor (Type or print) |
| --- |
| Signature |

| Mayor or President City Commission (Type or print) |
| --- |
| Signature |

Recommended for approval

| City Engineer (Type or print) Tom Knakmuhs |
| --- |
| Signature |

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**REPORT OF ACTION**

**PUBLIC WORKS PROJECTS EVALUATION COMMITTEE**

Type: On-Street Parking Removal

Location: 38th St N, 12th Ave – 15th Ave

Date of Hearing: 11/2/2026

| Routing | Date |
|---|---|
| City Commission | 11/9/2026 |
| PWPEC File | X |
| Project File | Jeremy Gorden |

The Committee reviewed the accompanying correspondence from Division Engineer, Jeremy Gorden, regarding recommendations to remove on-street parking on the east side of 38th Street North between 12th Avenue and 15th Avenue.

The street is heavily used by semi-trucks as it is a route into the industrial park. On-street truck parking on the east side is causing significant pavement surface damage. Engineering and Public Works have discussed this stretch of road and would like to no longer allow on-street parking on the east side until the street is reconstructed. By doing so, that should extend the life of the pavement/curb and gutter section in that area.

On a motion by Josh Boschee, seconded by Ben Dow, the Committee voted to recommend removal of on-street parking on the east side of 38th Street North between 12th Avenue and 15th Avenue and to place 'No Parking' signs by November 15, 2026.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the removal of on-street parking on the east side of 38th Street North between 12th Avenue and 15th Avenue and to place 'No Parking' signs by November 15, 2026.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

| COMMITTEE | Present | Yes | No | Unanimous |
|---|---|---|---|---|
| | | | | ☑ |
| Joshua Boschee, Mayor | ☑ | ☑ | ☐ | |
| Nicole Crutchfield, Director of Planning | ☑ | ☑ | ☐ | |
| Gary Lorenz, Fire Chief | ☑ | ☑ | ☐ | |
| Michael Redlinger, City Administrator | ☑ | ☑ | ☐ | |
| Ben Dow, Director of Operations | ☑ | ☑ | ☐ | |
| Tom Knakmuhs, City Engineer | ☑ | ☑ | ☐ | |
| Susan Thompson, Finance Director | ☑ | ☑ | ☐ | Wyatt Papenfuss |

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

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

# Memorandum

**To:** Members of PWPEC

**From:** Jeremy Gorden, PE, PTOE
Division Engineer – Transportation

**Date:** October 29, 2026

**Re:** Recommendations to Remove On-Street Parking on East Side of 38th Street North between 12th Avenue North and 15th Avenue North

---

I've attached a location map of the area and pictures of the east side of 38th Street north of 12th Avenue. The street is in disrepair and the Street Department makes trips there annually to patch it together and to make it as good as it can be. It's an asphalt road section with a steep curb and gutter/drain on the east side of the road. The street is heavily used by semi trucks as it is a route into the industrial party. On street truck parking on the east side is causing significant pavement surface with the road and concrete gutter/drain. The concrete slope is being pushed down over the top of the drain bottom and the asphalt is about 5-7" lower than it should be. Engineering and Public Works discussed this stretch of road at their last monthly coordination meeting and would like to not allow on-street parking on the east side until the street is reconstructed. By doing so, that should extend the life of the pavement/curb and gutter section in that area.

**Recommended Motion:**

To remove on-street parking on the east side of 38th Street between 12th Avenue North and 15th Avenue North and to place 'No Parking' signs by November 15.

Attachments

**Project Location Map**



**Pictures of Existing Street**












pepsi
LONG LOAD

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# REPORT OF ACTION

## PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Type: Temporary Closure

Location: 64th Ave S, Veterans Blvd – 45th St

Date of Hearing: 11/2/2026

| Routing | Date |
|---|---|
| City Commission | 11/9/2026 |
| PWPEC File | X |
| Project File | Rob Hasey |

The Committee reviewed a communication from Storm Sewer Utility Engineer, Rob Hasey, regarding authorization to continue the temporary closure of 64th Avenue South from Veterans Boulevard to 45th Street South.

Improvement District No. FP-19-A4 was the final construction phase of the Southwest Metro Pond project. As part of this project 64th Avenue South was improved from a partially minimum maintenance road to a raised road with traffic surface gravel as the driving surface. As the pond project neared completion in the fall of 2026, we discussed opening the road with Public Works. Public Works raised concerns that this road will require regular routine maintenance to provide a safe driving surface for the general public. Maintaining the gravel road over the winter takes significant effort due to the cold temperatures, deep frost penetration, and frequent freeze-thaw cycles.

Guidance from the City Attorney's office is that the City has the authority to keep 64th Avenue Soth closed until it is paved due to the fact that there are currently no properties requiring direct access. 64th Avenue South is scheduled to be paved from 45th Street to Veterans Boulevard during the 2027 construction season ahead of the Lost Creek Development construction project. Once the road is paved with a hard surface it can be safely opened to the traveling public.

On a motion by Wyatt Papenfuss, seconded by Josh Boschee, the Committee voted to continue the temporary closure of 64th Avenue South from 45th Street to Veterans Boulevard until paving is completed in 2027.

RECOMMENDED MOTION

Concur with the recommendations of PWPEC and approve the temporary closure of 64th Avenue South from 45th Street to Veterans Boulevard until paving is completed in 2027.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: N/A

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

| COMMITTEE | Present | Yes | No | Unanimous |
|---|---|---|---|---|
| | | | | ☑ |
| Joshue Boschee, Mayor | ☑ | ☑ | ☐ | |
| Nicole Crutchfield, Director of Planning | ☑ | ☑ | ☐ | |
| Gary Lorenz, Fire Chief | ☑ | ☑ | ☐ | |
| Michael Redlinger, City Administrator | ☑ | ☑ | ☐ | |
| Ben Dow, Director of Operations | ☑ | ☑ | ☐ | |
| Tom Knakmuhs, City Engineer | ☑ | ☑ | ☐ | |
| Susan Thompson, Finance Director | ☑ | ☑ | ☐ | Wyatt Papenfuss |

ATTEST:

Tom Knakmuhs, P.E.
City Engineer

THE CITY OF Fargo FAR MORE

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

# Memorandum

**To:** Members of PWPEC

**From:** Rob Hasey, PE Storm Sewer Utility Engineer

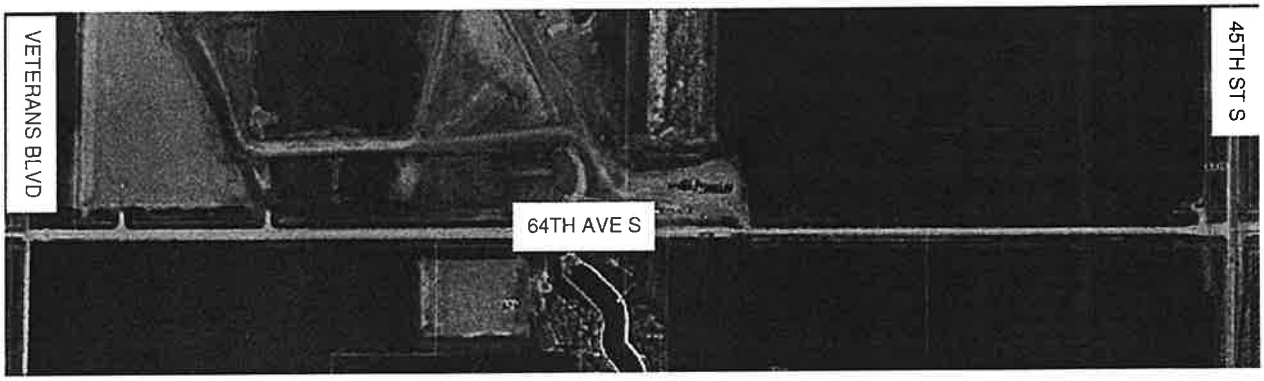
**Date:** November 2, 2026

**Re:** 64th Avenue South between Veterans Boulevard & 45th Street South

---

## Background:

Improvement District FP-19-A4 was the final construction phase of the Southwest Metro Pond project. As part of this project 64th Avenue South was improved from a partially minimum maintenance road to a raised road with traffic surface gravel as the driving surface between 45th Street South and Veterans Boulevard.




As the pond project neared completion in the fall of 2026 we discussed opening the road with Public Works. Public Works raised concerns that this road will require regular routine maintenance to provide a safe driving surface for the general public. Maintaining a gravel road over the winter takes significant effort due to the cold temperatures, deep frost penetration and frequent freeze-thaw cycles.

Guidance from the City Attorney's office is that the City has the authority to keep 64th Avenue South closed until it is paved due to the fact that there are currently no properties requiring direct access from 64th Avenue South between Veterans Boulevard and 45th Street and alternative paved routes currently exist via 52nd Avenue South and 76th Avenue South.

64th Avenue South is scheduled to be paved from 45th Street to Veterans Boulevard during the 2027 construction season ahead of the Lost Creek Development construction project. Once the road is paved with a hard surface it can safely be opened to the traveling public.

## Recommended Motion:

Authorize the continued temporary closure of 64th Avenue South from Veterans Boulevard to 45th Street South until paving is completed in 2027.

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THE CITY OF Fargo FAR MORE

**FINANCE OFFICE**
225 4th Street North
Fargo, ND 58102
Phone: (701) 241-1333
www.FargoND.gov

**TO:** Board of Commissioners

**FROM:** Susan Thompson, Director of Finance
Wyatt Papenfuss, Assistant Finance Director

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

**DATE:** 11/4/2026

---

**Receive and File:** General Fund Sales Tax Update as of October 29, 2026
General Fund Sales Tax Collection Budget to Actual

**Action Needed:** Various Financial Approvals
*FAHR endorsed the respective departments' requests for City Commissions approval. Supporting schedules are included.*

**Approval:**

Public Health – Grant Award: G25.908 CFDA No. 93.994

Central Garage – Sale of Assets

FARGODOME – Turf Mechanical System Repair (EX26335)

**Award & Budget Adjustments:**

Fire – NDDES Grant Award: CFDA No. 20.703

**City of Fargo**

**Comparative Sales Tax Analysis of All Sales Tax Revenue - ACCRUAL BASIS**

**Data as of 10/29/2026**

| Payment Date | Collection Month | County Amount | County Collections | County Growth % | PSST Amount | Infra & FC Amount | 2% Sales Tax Infra & FC Collections Total Amount | City Total Amount | City Growth % |
|---|---|---|---|---|---|---|---|---|---|
| | | | 16,895,949.23 | 13.49% | | | 47,513,262.00 | 53,452,419.73 | 8.24% |
| | Dec-26 | - | | | - | - | | | |
| | Nov-26 | - | | | - | - | | | |
| | Oct-26 | - | | | - | - | | | |
| | Sep-26 | - | | | - | - | | | |
| 10/21/2026 | Aug-26 | 2,312,802.94 | | | 800,948.92 | 6,407,591.38 | | | |
| 9/22/2026 | Jul-26 | 2,159,431.36 | | | 762,144.85 | 6,097,158.79 | | | |
| 8/21/2026 | Jun-26 | 2,622,745.68 | | | 920,555.73 | 7,364,445.85 | | | |
| 7/22/2026 | May-26 | 2,521,481.29 | | | 842,911.06 | 6,743,288.50 | | | |
| 6/22/2026 | Apr-26 | 1,624,663.49 | | | 568,289.22 | 4,546,313.81 | | | |
| 5/21/2026 | Mar-26 | 2,106,649.76 | | | 753,481.55 | 6,027,852.45 | | | |
| 4/22/2026 | Feb-26 | 1,991,327.23 | | | 736,819.60 | 5,894,556.81 | | | |
| 3/21/2026 | Jan-26 | 1,556,847.48 | | | 554,006.80 | 4,432,054.41 | | | |
| | | | 23,236,103.87 | -0.29% | | | 68,274,579.41 | 74,935,830.45 | -2.22% |
| 2/23/2026 | Dec-25 | 2,153,670.99 | | | 814,634.22 | 6,517,073.77 | | | |
| 1/23/2026 | Nov-25 | 2,416,687.95 | | | 869,473.49 | 6,955,787.93 | | | |
| 12/19/2025 | Oct-25 | 1,397,583.64 | | | 528,563.25 | 4,228,506.01 | | | |
| 11/24/2025 | Sep-25 | 2,379,895.75 | | | 836,408.75 | 6,691,270.01 | | | |
| 10/21/2025 | Aug-25 | 2,281,923.54 | | | 835,497.50 | 6,683,979.99 | | | |
| 9/22/2025 | Jul-25 | 1,796,292.91 | | | 622,825.54 | 4,982,604.32 | | | |
| 8/21/2025 | Jun-25 | 2,270,466.69 | | | 803,789.60 | 6,430,316.85 | | | |
| 7/22/2025 | May-25 | 2,053,576.19 | | | 749,363.21 | 5,994,905.70 | | | |
| 6/20/2025 | Apr-25 | 1,616,213.54 | | | 600,695.48 | 4,805,564.00 | | | |
| 5/21/2025 | Mar-25 | 1,698,986.33 | | | | 5,424,656.49 | | | |
| 4/23/2025 | Feb-25 | 1,477,568.31 | | | | 4,523,059.23 | | | |
| 3/21/2025 | Jan-25 | 1,693,238.03 | | | | 5,036,855.11 | | | |
| 2/21/2025 | Dec-24 | 2,207,030.88 | 23,304,345.12 | 0.86% | | 6,626,714.99 | 69,824,744.71 | | 0.83% |
| 1/21/2025 | Nov-24 | 2,281,112.22 | | | | 6,540,733.39 | | | |
| 12/20/2024 | Oct-24 | 1,764,529.62 | | | | 5,342,358.63 | | | |
| 11/22/2024 | Sept-24 | 2,257,740.11 | | | | 6,622,406.84 | | | |
| 10/21/2024 | Aug-24 | 2,088,361.27 | | | | 6,284,633.45 | | | |
| 9/21/2024 | July-24 | 1,746,626.42 | | | | 5,168,111.30 | | | |
| 8/21/2024 | June-24 | 2,659,707.17 | | | | 7,859,913.01 | | | |
| 7/22/2024 | May-24 | 1,348,902.41 | | | | 4,252,926.43 | | | |
| 6/24/2024 | Apr-24 | 1,759,660.73 | | | | 5,404,517.72 | | | |
| 5/21/2024 | Mar-24 | 2,276,388.27 | | | | 6,980,911.25 | | | |
| 4/22/2024 | Feb-24 | 1,023,591.77 | | | | 3,163,097.74 | | | |
| 3/21/2024 | Jan-24 | 1,890,694.25 | | | | 5,578,419.96 | | | |
| **2023 Collections** | | | **23,106,462.71** | **8.18%** | | | **69,250,461.96** | | **4.02%** |
| **2022 Collections** | | | **21,358,922.89** | **-2.56%** | | | **66,571,120.26** | | **4.28%** |
| **2021 Collections** | | | **21,920,710.74** | **31.11%** | | | **63,840,810.53** | | **29.90%** |
| **2020 Collections** | | | **16,719,327.13** | **0.30%** | | | **49,146,842.57** | | **-5.00%** |
| **2019 Collections** | | | **16,670,136.34** | **6.04%** | | | **51,732,824.69** | | **7.36%** |
| **2018 Collections** | | | **15,720,221.20** | | | | **48,185,965.90** | | |
| **2017 Collections** | | | **2,796,024.89** | | | | | | |
| **Totals Since 2019** | | | **$ 181,728,204** | | | | **$ 543,382,669** | | |

**City of Fargo, ND**
**Sales Tax Collections Budget to Actual**
**For the year ending December 31, 2026**

| Fund Description | 226 Public Safety | 420 Infrastructure | 465 Flood Migation | 607 Water | 608 Water Reclamation | Total |
|---|---|---|---|---|---|---|
| Period 2 | | | 0.01 | | | 0.01 |
| Period 3 | 554,006.80 | 554,006.80 | 2,770,034.01 | 554,006.80 | 554,006.80 | **4,986,061.21** |
| Period 4 | 736,819.60 | 736,819.60 | 3,684,098.01 | 736,819.60 | 736,819.60 | **6,631,376.41** |
| Period 5 | 753,481.55 | 753,481.55 | 3,767,407.80 | 753,481.55 | 753,481.55 | **6,781,334.00** |
| Period 6 | 568,289.22 | 568,289.22 | 2,841,446.15 | 568,289.22 | 568,289.22 | **5,114,603.03** |
| Period 7 | 842,911.06 | 842,911.06 | 4,214,555.32 | 842,911.06 | 842,911.06 | **7,586,199.56** |
| Period 8 | 920,555.73 | 920,555.73 | 4,602,778.66 | 920,555.73 | 920,555.73 | **8,285,001.58** |
| Period 9 | 762,144.85 | 762,144.85 | 3,810,724.24 | 762,144.85 | 762,144.85 | **6,859,303.64** |
| Period 10 | 800,948.92 | 800,948.92 | 4,004,744.62 | 800,948.92 | 800,948.92 | **7,208,540.30** |
| Period 11 | - | - | - | - | - | - |
| Period 12 | - | - | - | - | - | - |
| Period 13 | - | - | - | - | - | - |
| Period 14 | - | - | - | - | - | - |
| YTD Actual | **5,939,157.73** | **5,939,157.73** | **29,695,788.82** | **5,939,157.73** | **5,939,157.73** | **53,452,419.74** |
| YTD Budget | **8,670,000.00** | **9,217,000.00** | **45,885,000.00** | **9,217,000.00** | **9,217,000.00** | **82,206,000.00** |
| Variance | **2,730,842.27** | **3,277,842.27** | **16,189,211.18** | **3,277,842.27** | **3,277,842.27** | **28,753,580.26** |
| Percent | **69%** | **64%** | **65%** | **64%** | **64%** | **65%** |

FARGO CASS PUBLIC HEALTH
ADMINISTRATION
1240 25th Street South
Fargo, ND 58103-2367
Phone 701.241.1360
FargoCassPublicHealth.com

# MEMORANDUM

**TO:** BOARD OF CITY COMMISSIONERS

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

**DATE:** OCTOBER 21, 2026

**RE:** NOTICE OF GRANT AWARD FROM ND DEPARTMENT OF HEALTH AND HUMAN SERVICES FOR FOOD SUFFICIENCY AND SAFE SLEEP THROUGH THE MATERNAL AND CHILD HEALTH SERVICES BLOCK GRANT.
NO: G25.908 CFDA #: 93.994
FUNDS: $11,600
EXPIRES: 09/30/2027

The attached notice of grant award is for Fargo Cass Public Health to continue providing services to pregnant women and children, including children with special health care needs, such as case management, health literacy, and outreach. This agreement was signed in advance to facilitate a timely response to the state.

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

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

JF/lls
Attachment

# NOTICE OF GRANT AWARD

NORTH DAKOTA DEPARTMENT OF HEALTH AND HUMAN SERVICES

SFN 53771 (05-2025)

| | | | |
|---|---|---|---|
| Grant Number<br>G25.908 | CFDA Name<br>Maternal and Child Health Services Block Grant to the States | | CFDA Number<br>93.994 |
| FAIN Number<br>B0455456 | Grant Type (Check One)<br>☒ Program ☐ R&D | Grant Start Date<br>10/1/2026 | Grant End Date<br>9/30/2027 |
| Federal Award Date<br>12/2/2025 | Federal Awarding Agency<br>United States Department of Health and Human Services | | |

This award is not effective and expenditures related to this award should not be incurred until all parties have signed this document.

| | |
|---|---|
| Title of Project/Program<br>Food Sufficiency and Safe Sleep | North Dakota Department of Health and Human Services (NDDHHS) Project Code: 4551 S313-OC-00 34 |
| Grantee Name<br>Fargo Cass Public Health | Project Director<br>Sarah Massey |
| Address<br>1240 25th Street South | Address<br>600 E. Boulevard Ave., Dept. 325 |
| City/State/ZIP Code<br>Fargo, ND 58103 | City/State/ZIP Code<br>Bismarck, ND 58505-0250 |
| Contact Name<br>Abby Lange | Contact Name<br>Sarah Massey |
| Telephone Number<br>701.241.1360 | Telephone Number<br>701.328.2722 |
| Email Address<br>Alange@fargond.gov | Email Address<br>smassey@nd.gov |

| | NDDHHS Cost Share | Grantee Cost Share | Total Costs |
|---|---|---|---|
| Amount Awarded | $11,600 | $8,700 | $20,300 |
| Previous Funds Awarded | $0 | $0 | $0 |
| Total Funds Awarded | $11,600 | $8,700 | $20,300 |
| Indirect Rate (Check One) | ☒ Subrecipient waived indirect costs | ☐ De minimis rate of % (limited to 15%) | ☐ Negotiated/Approved rate of % |

Scope of Service
Grantee agrees to carry out the program in accordance with the activities stated in the Grantee's action plan.

Reporting Requirements
Reporting Requirements are defined in Attachment A.

Special Conditions
Special Conditions are defined in Attachment A.

This Notice of Grant Award is subject to the terms and conditions incorporated either directly or by reference in the following: (1) Requirements Addendum and Grantee Assurances for Notice of Grant Awards issued by the NDDHHS as signed by Grantee for the period of July 1, 2025 to June 30, 2027 Finance Use Only: ☒ Requirements Received and applicable State and Federal regulations.

| Evidence of Grantee's Acceptance | | Evidence of NDDHHS Acceptance | |
|---|---|---|---|
| Date<br>10/21/2026 | Signature<br>Jenn Faul | Date | Signature |
| Typed Name/Title of Authorized Representative<br>Jenn Faul, Director of Public Health | | Typed Name/Title of Authorized Representative<br>Cora Rabenberg, Unit Director<br>Family Health and Wellness | |
| Date<br>10/21/26 | Signature | Date | Signature |
| Typed Name/Title of Authorized Representative<br>Joshua A. Boschee, Mayor, City of Fargo | | Typed Name/Title of Authorized Representative<br>Dirk D. Wilke, J.D., M.B.A., Executive Director of Public Health | |
| ATTEST: Angie Bear | | Angie Bear, Deputy City Auditor, signed on behalf of City Auditor | |

If attachments are referenced, they must be returned with the signed award.
If you did not receive attachments as indicated, contact the Program Director identified above.

# G25.908
# Fargo Cass Public Health
# Attachment A

## Reporting Requirements

Grantee must submit expenditure reports at least quarterly via the Program Reporting System (PRS).
All reimbursement requests will be processed upon Department approval of expenditures and receipt of data and progress reports.
Grantee will submit data and progress reports for federal reporting purposes on forms approved by the Department via the PRS.

| Expenditure, Data (if applicable to your contract) and Progress Reports Reporting Period | Due Date |
|---|---|
| October 1, 2026 – December 31, 2026 | January 14, 2027 |
| January 1, 2027 – March 31, 2027 | April 15, 2027 |
| April 1, 2027 – June 30, 2027 | July 15, 2027 |
| July 1, 2027 – September 30, 2027 | October 14, 2027 |
| *Data reports may be submitted on a monthly or quarterly basis. | |

| Quarterly Conference Calls (Note: all times are Central Time) | | | |
|---|---|---|---|
| January 14, 2027<br>Safe Sleep/BF<br>9:00-10:00 am<br><br>Food Sufficiency<br>10:00-11:00 am | April 15, 2027<br>Safe Sleep/BF<br>9:00-10:00 am<br><br>Food Sufficiency<br>10:00-11:00 am | July 15, 2027<br>Safe Sleep/BF<br>9:00-10:00 am<br><br>Food Sufficiency<br>10:00-11:00 am | October 14, 2027<br>Safe Sleep/BF<br>9:00-10:00 am<br><br>Food Sufficiency<br>10:00-11:00 am |

## TITLE V/MATERNAL AND CHILD HEALTH (MCH) GRANT
## MCH DATA REPORTING GUIDANCE

***Unduplicated count*** of individuals serviced under Title V enables the State to track and report on the number of individuals who were served by the Title V program within the top level (Direct Services) of the MCH Pyramid.

***Total recipient count of individuals*** served by Title V enables the State to track and report on the number of individuals who received a Title V service within the top two levels (Direct Services and Enabling Services) of the MCH Pyramid

**MCH Pyramid Levels:**
**Direct Services –** Direct services are preventive, primary, or specialty clinical services to pregnant women and children, including children with special health care needs, where MCH Services Block Grant funds are used to reimburse or fund providers for these services through a formal process similar to paying a medical billing claim or managed care contracts. State reporting on direct services should not include the costs of clinical services which are delivered with Title V dollars but reimbursed by Medicaid, CHIP or other public or private payers. Examples include, but are not limited to, preventive, primary or specialty care visits, emergency department visits, inpatient services, outpatient and inpatient mental and behavioral health services, prescription drugs, occupational and physical therapy, speech therapy, durable medical equipment and medical supplies, medical foods, dental care, and vision care.

**Enabling Services** – Enabling services are non-clinical services (i.e., not included as direct or public health services) that enable individuals to access health care and improve health outcomes where MCH Services Block Grant funds are used to finance these services. Enabling services include, but are not limited to: case management, care coordination, referrals, translation/interpretation, transportation, eligibility assistance, health education for individuals or families, environmental health risk reduction, health literacy, and outreach. State reporting on enabling services should not include the costs for enabling services that are reimbursed by Medicaid, CHIP, or other public and private payers. This category may include salary and operational support to a clinic or program that enable individuals to access health care or improve health outcomes. Examples include the salary of a public health nurse who provides prenatal care in a local clinic or compensation provided to a specialist pediatrician who provides services for children with special health care needs.

# Attachment A Continued

**Public Health Services and Systems** – Public health services and systems are activities and infrastructure to carry out the core public health functions of assessment, assurance, and policy development, and the 10 essential public health services. Examples include the development of standards and guidelines, needs assessment, program planning, implementation, and evaluation, policy development, quality assurance and improvement, workforce development, and population-based disease prevention and health promotion campaigns for services such as newborn screening, immunization, injury prevention, safe-sleep education and anti-smoking. State reporting on public health services and systems should not include costs for direct clinical preventive services, such as immunization, newborn screening tests, or smoking cessation.

Reference: **Title V Maternal and Child Health Services** Block Grant to State Program – Guidance and Forms for the Title V Application/Annual Report and Appendix of Supporting Documents

## Special Conditions

- The Title V Maternal and Child Health (MCH) funds will be used primarily for preventive services such as those related to the identified state priorities. Title V MCH prohibits exclusion from participation, denial of benefits, or discrimination in any program or activity funded in whole or in part with Title V MCH monies on the basis of race, color or national origin, sex, age, religion or handicapping condition.
- Before changing/carrying out any activities not in the approved action, plan must be submitted to the Project Director for prior approval.
- Non-approved line items in budget must be submitted to the Project Director for prior approval before any purchases are incurred.
- Grantee has 25 percent budget flexibly for approved line items. Anything over 25 percent must be approved by Project Director.
- Grantee is required to use the following language (italicized below) when issuing statements, press releases, requests for proposals, bid solicitations, and other Health Resources and Services Administration (HRSA) supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA- supported publications include, but are not limited to, manuals, toolkits, resource guides, case studies and issues briefs.

*This project is supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) grant, Maternal and Child Health Services. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.*

THE CITY OF Fargo FAR MORE

# MEMORANDUM

DATE: October 28, 2026

TO: FAHR Committee

FROM: Tom HallGanje, Fleet Purchasing Manager

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

Police Department respectfully requests authorization to sell or dispose of City-owned assets through Steffes Group LLC. Vehicles will be publicly auctioned through Steffes Auction's network. On May 12, 2025, the City Commission awarded the contract to Steffes Group to conduct City of Fargo's surplus auctions (RFP25125).

**Assets slated for disposal:**

- 2017 Ford Explorer, Vin Number 1FM5K8ARHGC57983, Asset Number: 128149
- 2018 Ford Explorer, Vin Number 1FM5K8AR0JGB47788, Asset Number: 13100
- 2014 Ford Explorer, Vin Number 1FM5K8AR4EGB80346, Asset Number 11657
- 2016 Ford Transit, Vin Number NM0LSF72G1283538, Asset Number 12655
- 2019 Ford Explorer, Vin Number 1FM5K8AR2KGA13141, Asset Number 13219
- 2019 Chevrolet Tahoe, Vin Number 1GNSKDEC8KR343433, Asset Number 13427
- 2019 Ford Explorer, Vin Number 1FM5K8AR2KGA13138, Asset Number 13220
- 2017 Chevrolet Tahoe, Vin Number 1GNSKDEC5HR282695, Asset Number 12881
- 2017 Ford Explorer, Vin Number 1FM5K8AR2HGC57980, Asset Number 12815
- 2017 Ford Explorer, Vin Number 1FM5K8AR0HGC57976, Asset Number 12817
- 2014 Ford Explorer, Vin Number 1FM5K8AR9EGB80343, Asset Number 11649
- 2020 Ford Expedition, Vin Number 1FMJU1GT3LEA40459, Asset Number 13685
- 2019 Ford Explorer, Vin Number 1FM5K8AR7KGA13135, Asset Number 13222
- 2020 Ford Explorer, Vin Number 1FM5K8AB8LGC36692, Asset Number 13792
- 2017 Ford Explorer, Vin Number 1FM5K8AR4HGC57981, Asset Number 12821
- 2016 Ford Expedition, Vin Number 1FMJU1GT0GEF46417, Asset Number 12517
- 2018 Ford Explorer, Vin Number 1FM5K8AR1JGB59738, Asset Number 13097
- 2018 Ford Explorer, Vin Number 1FM5K8AR9JGB47787, Asset Number 13099

**Suggested Motion:**

Move to authorize the Fleet Purchasing Manager to offer the surplus equipment on Steffes Group's auction network with the proceeds to go back into the General Fund.

COMMISSIONER _____introduced the following resolution and moved its adoption:

**RESOLUTION AUTHORIZING SALE OF PROPERTY**

**WHEREAS,** the city of Fargo possesses surplus City-owned assets; and

**WHEREAS,** staff has determined the surplus items are no longer serviceable or have exceeded their useful life ("Subject Property"); and

**WHEREAS,** Fargo Municipal Code §3-0105 provides that if the board of city commissioners estimates the value of the Subject Property to be $5,000 or more, the property may only be sold by public sale; and

**WHEREAS,** it is the wish and desire of the board of city commissioners that the Subject Property be sold.

**NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE BOARD OF CITY COMMISSIONERS,**

1. The City does not have a present or future use for the Subject Property; and
2. The aggregate value of the Subject Property is estimated to be more than $5,000; and
3. The City engaged in a competitive bidding process and has selected Steffes Group for purposes of conducting a public auction on the city of Fargo's behalf. A full and complete list of all items subject to auction will be completed on or before Thursday, December 31, 2026, and such list shall be included on the Steffes Group website: www.steffesgroup.com; and
4. Anyone interested in bidding on any of the Subject Property may do so through the online public bidding process.

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

_____
Josh Boshee, Mayor

ATTEST:

_____
Angie Bear, Deputy City Auditor

FARGODOME

October 28, 2026

Fargo City Commission
200 3rd Street North
Fargo, ND 58102

RE: EX26335 – FARGODOME Turf Mechanical System Gear Box Repair

Commissioners:

During a conversion on Saturday, October 24, 2026, it was discovered that one of the two gear boxes that drive the entire football turf conversion system was malfunctioning with a "wobble" in the drive shaft. Video was taken and sent off to Gordon Turf Conversion Equipment – the equipment manufacturer and installer – for diagnosis. Upon their review, they have diagnosed the issue to likely be a bad bearing, or bearings, in the gear box.

Due to the age of the gear box – it was installed in 2012 – and the slight possibility there could be additional issues with the gear box besides the bearings, the recommendation is to replace with a new gear box, along with sending the damaged gear box in to the manufacturer for repair, which will then allow FARGODOME to have a spare on hand for future preparedness.

This work will be contracted and supervised by Gordon Turf Conversion Equipment out of Dalton, GA. As mentioned, they are the original manufacturer and installer of this equipment.

At their meeting on Tuesday, October 27, 2026, the Fargo Dome Authority unanimously approved to re-allocate funds from the previously approved 2026 & 2027 FARGODOME Capital budgets to fund the expenses associated with this gear box replacement and repair.

**Suggested Motion:**

**Approve the recommendation of the Fargo Dome Authority to re-allocate monies from the previously approved 2026 & 2027 FARGODOME Capital Budgets and proceed with the replacement and repair of the gear box drive for the FARGODOME football turf conversion system by Gordon Turf Conversion Equipment.**

Thank you for your consideration of this matter.

Respectfully Submitted,

Rob Sobolik
General Manager, FARGODOME

1800 North University Drive Fargo, ND 58102
Phone: (701) 241-9100 Fax: (701) 237-0987 www.fargodome.com

THE CITY OF Fargo FAR MORE

# EXEMPT PURCHASE REQUEST FORM (EX)

| | | | |
|---|---|---|---|
| **Requested by:** | Rob Sobolik | **Department:** | Fargodome |
| **Date of Request:** | October 27, 2026 | **Phone Number:** | 701-298-2658 |
| **E-mail:** | rsobolik@fargodome.com | Reference exemption table justification on page 1 | D |
| **Dept Head Signature:** | | **Estimated Amount of Purchase:** | $125,000 - Estimate |

**Product or Service description:**

Replace one of two gear boxes on the mechanical conversion system that converts the football turf surface at Fargodome. These two gear boxes drive the entire storage cobb system that houses the football turf surface and pushes/pulls the football turf out on to the floor and off of the floor in to storage.
It was discovered during the turf conversion on Sat, Oct 24th that one of the drive motor shafts was "wobbling". Video was taken and sent off to Gordon Turf Conversion Equipment (the inventor and manufacturer of the equipment). Upon their review, he has diagnosed the likely issue to be bad bearings in the gear box.
The recommendation from Gordon Turf Conversion is to replace the gear box with a new one, and send the existing/damaged gear box in to the manufacturer for repair and once completed, keep at Fargodome for a back-up spare. The gear box is 15 years old, the estimate to repair the existing is approx $55 - 60k. Given the age, the importance of the equipment, and the small uncertainty that the gear box may have something additional malfunctioning than just the bearings, the recommendation is to replace with a new one to eliminate any other possibilities and have a solid spare part. Estimate for the new gear box is $125,000 and will be contracted through, and supervised by, Steve Gordon - owner of Gordon Turf Conversion Equipment, LLC, and the inventor & manufacturer of the existing equipment.
Funding for this will be re-allocated out of the existing Fargodome Capital Budget that has been previously approved by the Fargo Dome Authority and Fargo Board of City Commissioners. This will not result in a request for additional funding via a budget adjustment

Is a Contract required? Yes ☐ No ☐ Is the procurement Federally Funded? Yes ☐ No ☐

| | | | |
|---|---|---|---|
| **Vendor Name:** | Gordon Turf Conversion Equipment, LLC | | |
| **Address:** | 3270 Hidden Lake Road | | |
| **City:** Dalton | **State:** Georgia | **Zip Code:** 30721 | |
| **Contact Person:** Steve Gordon | | **Title:** Owner | |
| **Telephone:** 706-270-2000 | | **Email:** | |
| **Purchasing Manager Approval:** | | | |
| **Exempt Purchase (EX) Number:** | | EX26335 | |

THE CITY OF Fargo FAR MORE

**Fire Department**
637 NP Avenue
Fargo, ND 58102
Phone: 701.241.1540 | Fax: 701.241.8125
www.FargoND.gov

# MEMORANDUM

**TO:** **FAHR committee**

**FROM:** **DIVISION CHIEF TIM BINFET**

**DATE:** **NOVEMBER 3, 2026**

**SUBJECT: FIRE DEPARTMENT GRANT ACCEPTANCE FROM NORTH DAKOTA DEPARTMENT OF EMERGENCY SERVICES**

The North Dakota Department of Emergency Services (NDDES) Division of Homeland Security has approved a grant application for the 2026-2027 Hazardous Materials Emergency Preparedness (HMEP) Grant Program in the amount of $14,948.00 with a local cost share in the amount of $2,989.60. Grant funds will be used to send four fire department members to the 2027 International Hazardous Materials Response Teams Conference.

**RECOMMENDED MOTION:**

Approve the Fire Department budget adjustment to account 101-4045-412.57-60 and contract with the North Dakota Department of Emergency Services Division of Homeland Security for grant funding in the amount of $14,948.00 for training of hazardous materials team members.

NORTH Dakota Emergency Services
Be Legendary.

NDDES

| NOTICE OF GRANT AWARD | | |
|---|---|---|
| **Recipient Contact Name:** Debbie LaCombe | **Recipient Contact #:** 701-328-8119 | |
| **Title of Grant Program:** 2026-2027 Hazardous Materials Emergency Preparedness Grant | | |
| **CFDA No.** 20.703 | **Federal Award to NDDES:** $189,507.00 | |
| **Federal Award Identification Number:** 693JK32540056HMEP | **Federal Award Date:** 09/30/2026 | |
| This award is **not** R&D. | **Indirect Cost Rate:** 0% - ND does not have an approved ICR. | |
| **Federal Awarding Agency:** Pipeline and Hazardous Materials Safety Administration (PHMSA) | | |
| **Subrecipient Name and Address**<br>Fargo Fire Department<br>637 NP Ave.<br>Fargo, ND 58102 | **Subrecipient Authorized Contact Name:**<br>Tim Binfet<br>Telephone: 701-241-8138<br>Email: tbinfet@fargond.gov | |
| **Subrecipient UEI:**<br>K2QJQZVH5PM6 | **Subrecipient Grant Number:**<br>2 | **County/Tribe:**<br>Cass |
| **Period of Performance/Budget Period:** | **Start Date:** 10/01/2026 | **End Date:** 09/30/2027 |
| **Total Federal Funds Obligated:**<br>$11,958.40 | **Subrecipient Cost Share:**<br>$2,989.60 | **Total Project Cost:**<br>$14,948.00 |
| **Project Description:** The intent of this award is to sustain and enhance all-hazards emergency management capabilities of the subrecipient to coordinate natural and man-made hazards, as well as technological events that threaten the security of the homeland and safety and well-being of citizens in accordance with the federal Notice of Funding Opportunity for this grant program, the approved work plan, and approved cost line items. | | |
| **Reporting Requirements:** Progress reports on the status of the project must be submitted to NDDES quarterly through the NDDES grant portal (https://grants.des/nd.gov). Reports are due January 15, April 15, July 15, and October 15 for the life of the grant. The final report is due upon closeout. | | |
| **Special Conditions:** The above grant project is approved subject to the special conditions or limitations DHS/FEMA Terms and Conditions as indicated on the attached pages. | | |
| **Terms and Conditions:** This award is subject to the terms and conditions incorporated directly or by reference in the following:<br>1) Fiscal Requirements and Other Program Rules, Regulations, Laws, and Polices for Federal Programs which can be found at https://grants/des/nd.gov/site/HSGP.cfm.<br>2) Applicable Federal and State laws and regulations.<br>3) The recipient agrees by signing this document that all allocations and use of funds under this grant will be in accordance with the Federal Notice of Funding Opportunity & FEMA Preparedness Grants Manual for this grant program. | | |
| **This contract is not effective until fully executed by both parties.** By signing below, you are accepting the terms and conditions of the award. Please make sure you read and understand these documents before signing. Maintain a copy of these documents in your official file for this award. | | |
| **Evidence of Subrecipient's Acceptance** | | **Evidence of NDDES Approval** |
| Tim Binfet<br>Signature | 10/28/26<br>Date | Darin Hanson<br>Signature<br>10/13/2026<br>Date |
| **Name and Title of Authorized Representative**<br>Tim Binfet<br>Division Chief | | **Name and Title of Authorized Representative**<br>Darin Hanson<br>Director, HSEM |

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# Department of Transportation
# Pipeline and Hazardous Materials Safety Administration (PHMSA)
# Hazardous Materials Grants
# Terms and Conditions

## 1. Sub-recipient Responsibilities

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules, regulations, and Executive Orders governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

## 2. Compliance with Award Terms and Conditions

Submission of a signed Request for Advance or Reimbursement (payment request) form constitutes the sub-recipient's agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:

a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.

b) Disallow all, or part of, the cost of the activity or action not in compliance.

c) Wholly or partly suspend or terminate the Federal award.

d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.

e) Withhold further Federal awards for the project or program.

f) Take other remedies that may be legally available.

## 3. Order of Precedence

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations or directives directly affecting performance of this award.

b) Terms and Conditions of this award.

## 4. Violation of Award Terms

If the sub-recipient has materially failed to comply with any term of the award, the Agreement Officer may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.

## 5. Termination

The Federal award may be terminated in part or its entirety as follows:

a) By PHMSA if the Recipient fails to comply with the terms and conditions of the Federal award;

b) By PHMSA with the consent of the sub-recipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated;

c) By the sub-recipient upon sending PHMSA a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if PHMSA determines that the remaining portion of the Federal award will not accomplish the purposes for which the Federal award was made, PHMSA may terminate the Federal award in its entirety; or

d) By PHMSA pursuant to the terms and conditions of the Federal award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.

## 6. Applicable Federal Law and Regulations

By entering into this agreement, the sub-recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

### General Federal Legislation

a) Hatch Act - 5 U.S.C. §§ 1501, et seq., but see 49 U.S.C. § 5323(l)(2)

b) Age Discrimination Act of 1975 - 42 U.S.C. §§ 6101, et seq.

c) American Indian Religious Freedom Act, Pub. L. No. 95-341, as amended

d) Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.

e) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. No. 91-616, as amended - 42 U.S.C. §§ 4541, et seq.

f) Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2

g) Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.

h) National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.

i) Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.

j) Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.

k) Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687

l) Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794

m) Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d et seq.

n) Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101-1104, 541, et seq.

o) Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions -- 31 U.S.C. § 1352

p) Freedom of Information Act - 5 U.S.C. § 552, as amended

q) Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138

r) The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109-282, as amended by section 6202 of Pub. L. No. 110-252)

s) Cargo Preference Act of 1954 -- 46 U.S.C. § 55305

### Executive Orders

a) Executive Order 11990 - Protection of Wetlands

b) Executive Order 12372 -- Intergovernmental Review of Federal Programs

c) Executive Order 12549 -- Debarment and Suspension

d) Executive Order 14005 -- Ensuring the Future is Made in All of America by All of America's Workers

e) Executive Order 14025 -- Worker Organizing and Empowerment

f) Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship

g) Executive Order 14154, Unleashing American Energy

h) Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

i) Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

**General Federal Regulations**

a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards -- 2 CFR Parts 200, 1201

b) Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200

c) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) -- 41 CFR Parts 60, et seq.

d) New Restrictions on Lobbying -- 49 CFR Part 20

e) Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 -- 49 CFR Part 21, including any amendments thereto

f) Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance -- 49 CFR Part 25

g) Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance -- 49 CFR Part 27

h) Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation -- 49 CFR Part 28

i) Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) -- 49 CFR Part 32

j) DOT's implementing ADA regulations for transit services and transit vehicles, including 49 CFR Parts 37 and 38

k) Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs -- 49 CFR Part 26

l) Intergovernmental Review of Department of Transportation Programs and Activities -- 49 CFR Part 17

## 7. Program Income

Program income means gross income earned by the non-Federal entity that is directly generated by a supported activity or earned as a result of the Federal award during the period of performance.

a) Program income must be retained by the recipient and, in accordance with Federal awarding agency regulations or the terms and conditions of the Federal award, shall be used in one or more of the following ways:

   1) Added to funds committed to the project by the Federal awarding agency and the non-Federal entity shall be used to further eligible project or program objectives.

   2) Used to finance the non-Federal share of the project or program.

   3) Deducted from the total project or program allowable cost in determining the net allowable costs on which the Federal share of costs is based.

b) When the terms and conditions of the Federal award do not specify how program income is to be used, or when the Federal awarding agency regulations do not specify the disposition of program income, the non-Federal entity shall use program income in accordance with the terms and conditions as specified in 2 CFR 200.307.

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## 8. Financial Management and Allowable Costs

Sub-recipients shall maintain financial records in accordance with generally accepted accounting principles and establish financial management systems that provide for accurate, current, and complete disclosure of the financial results of federally sponsored activities. Records shall include:

a) Source and application of Federal funds, including matching funds.

b) Obligations and unobligated balances.

c) Assets and liabilities.

d) Expenditures and program income.

Costs must be allowable, allocable, and reasonable as defined in 2 CFR Part 200, Subpart E. Unallowable costs include but are not limited to:

a) Alcoholic beverages

b) Contributions and donations

c) Entertainment costs

d) Fines and penalties

e) Goods or services for personal use

## 9. Procurement Standards

The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200.317–200.327.

All procurement transactions must be conducted in a manner that provides full and open competition. The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award, and administration of contracts.

## 10. Record Retention and Access

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a federal award must be retained for a period of three years from the date of submission of the final expenditure report. If any litigation, claim, financial management review, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

The Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts.

## 11. Reporting Requirements

Sub-recipients must submit performance and financial reports as required by the terms of the award. Reports must be submitted to NDDES in the format and at the frequency specified in the award document.

a) Quarterly Financial Reports are due within 30 days of the end of each quarter.

b) Annual Performance Reports are due within 90 days of the end of the performance period.

c) Final Financial and Performance Reports are due within 90 days after the award end date.

d) Failure to submit required reports may result in withholding payments, suspension of the award, or other enforcement actions.

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## 12. Audit Requirements

Non-Federal entities that expend $1,000,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR Part 200, Subpart F. Non-Federal entities that expend less than $1,000,000 during the non-Federal entity's fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office.

## 13. Equipment and Real Property Management

Equipment purchased with Federal funds must be used for the originally authorized purpose and must be managed in accordance with 2 CFR 200.313. When the equipment is no longer needed for the originally authorized purpose, the non-Federal entity must request disposition instructions from the Federal awarding agency.

a) Equipment with a per-unit cost of $5,000 or more must be tagged and inventoried.

b) A physical inventory must be conducted at least every two years.

c) Equipment records must include description, identification number, source of funding, acquisition date, cost, location, condition, and ultimate disposition.

## 14. Subcontracting and Sub-Awards

The sub-recipient must include in any subcontract or sub-award the applicable provisions of 2 CFR Part 200 and these Terms and Conditions. The sub-recipient is responsible for monitoring the activities of all subcontractors and sub-awardees to ensure compliance.

Prior written approval from NDDES is required before the sub-recipient may enter into any subcontract or sub-award not included in the approved budget.

## 15. Civil Rights Compliance

The sub-recipient must comply with all applicable civil rights laws and their implementing regulations, including but not limited to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the Americans with Disabilities Act of 1990.

The sub-recipient must maintain records adequate to demonstrate compliance with civil rights requirements and must provide access to such records upon request by NDDES or PHMSA.

## 16. Environmental Compliance

The sub-recipient must comply with all applicable environmental laws, regulations, and executive orders including the National Environmental Policy Act (NEPA), the Endangered Species Act, and the National Historic Preservation Act. The sub-recipient must identify and address any environmental issues that may arise during project implementation.

## 17. Texting While Driving

In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009:

a) The sub-recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving company-owned or -rented vehicles, government-owned, leased or rented vehicles, or privately-owned vehicles when on official government business. This does not include the use of a cell

phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

b) In accordance with Executive Order 13513 and DOT Order 3902.10, financial assistance recipients and sub-recipients are encouraged to:

1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving company-owned or -rented vehicles, or government-owned, leased or rented vehicles, or privately-owned vehicles when on official government business or when performing any work for or on behalf of the Government.

2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

c) Assistance Awards. All recipients and sub-recipients of financial assistance to include grants, cooperative agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

## 18. Rights in Technical Data

Rights to intangible property under this agreement are governed in accordance with 2 CFR 200.315 "Intangible Property."

## 19. Notice of News Releases, Public Announcements, and Presentations

The sub-recipient must have NDDES prior approval for all press releases, formal announcements, or other planned written issuance containing news or information concerning this Agreement before issuance.

## 20. Reporting Fraud, Waste, or Abuse

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous.

| | |
|---|---|
| **Hotline (toll-free)** | (800) 424-9071 |
| **Mailing Address** | DOT Inspector General Hotline, 1200 New Jersey Ave SE, West Bldg 7th Floor, Washington, DC 20590 |
| **Email** | hotline@oig.dot.gov |
| **Website** | www.oig.dot.gov/Hotline |

## 21. 811, Call Before You Dig Program (PHMSA MAY 2024)

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities. 811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging. The sub-recipient is encouraged to adopt the "811, Call Before You Dig" program for its employees and

contractors when digging on company-owned, leased, or personally owned property. For information on how to implement such a program please visit the 811 - Call Before You Dig section of PHMSA's website at www.phmsa.dot.gov.

## 22. Combating Trafficking in Persons (PHMSA MAY 2024)

PHMSA may terminate grants, cooperative agreements, or other transaction agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in the following activities per 22 U.S. Code § 7104:

a) Severe forms of trafficking in persons;

b) The procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;

c) The use of forced labor in the performance of the grant or cooperative agreement; or

d) Acts that directly support or advance trafficking in persons, including the following acts:

i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.

ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or the employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.

iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.

iv) Charging recruited employees' unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.

v) Providing or arranging housing that fails to meet the host country's housing and safety standards.

## 23. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA MAY 2024)

As indicated in 48 CFR § 52.203-18:

**a)** The sub-recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with 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.

b) The sub-recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.

c) The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a federal department or agency governing the nondisclosure of classified information.

d) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the sub-recipient is not in compliance with the provisions herein. The Government may seek any available remedies in the event the sub-recipient fails to comply with the provisions herein.

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## 24. American Materials Required (PHMSA MAY 2024)

If articles, materials, or supplies, are required: Per 41 USC 8302, only unmanufactured articles, materials, and supplies, that have been mined or produced in the United States, and only manufactured articles, materials, and supplies that have been manufactured in the United States substantially all from articles, materials, or supplies mined, produced, or manufactured in the United States, shall be acquired under this award unless PHMSA determines their acquisition to be inconsistent with the public interest or their cost to be unreasonable.

This requirement does not apply:

1) To articles, materials, or supplies for use outside the United States;
2) If articles, materials, or supplies of the class or kind to be used, or the articles, materials, or supplies from which they are manufactured, are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities and are not of a satisfactory quality; and
3) To manufactured articles, materials, or supplies procured under any contract with an award value that is not more than the micro-purchase threshold.

## 27. Reporting

Progress Reports - Each grant Subrecipient is required to submit a progress report to show progression of approved projects and activities. The reports must follow the instructions outlined in the terms and conditions of the grant award.

## 28. NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs

Sub-recipient is required to also follow the applicable provisions of the NDDES Fiscal Requirements and Other Program Rules, Regulations, Laws, and Policies for Federal Programs as well as State or local provisions that may be stricter than Federal or State laws, regulations, or policies. This document can be found under the HSGP tab on the NDDES Grants website at https://grants.des.nd.gov.

## 29. Reimbursements, Quarterly Status Reports, Time Extension Requests, Scope Changes, and Project Closeout

Sub-recipient must submit all reimbursement requests, quarterly reports, time extension requests, scope change requests, and project closeouts along with required documentation in the NDDES Grants Management System at https://grants.des.nd.gov.

## 30. Un-expended Funds

At the conclusion of the period of performance as noted on the Notice of Grant Award, upon completion of the project, or withdrawal of the project by Sub-recipient; whichever comes first, unexpended funds will be de-obligated. By signing the Notice of Grant Award, the Sub-recipient is authorizing NDDES to expend the de-obligated funds on program costs.

## 31. Award Acceptance

The Notice of Grant Award and these Terms and Conditions constitute the operative document obligating and reserving the Federal funds for use by the Sub-recipient. By signing the Notice of Grant Award Sub-recipient is certifying acceptance of the terms and conditions of the award.

Initial_____

# BUDGET ADJUSTMENT REQUEST

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

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

**DEPARTMENT:** Fire

**REQUESTED BY:** Tim Binfet **PROJECT NUMBER :** *FI057*

**DATE PREPARED:** 10/29/2026

**DESCRIPTION OF REQUEST:** Fire received a grant from ND DES for four Fargo Fire hazardous materials team members to attend a conference in June, 2027.

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

| REVENUE ACCOUNT NUMBER: | CURRENT BUDGET | | REQUESTED ADJUSTMENT | | NEW BUDGET |
|---|---|---|---|---|---|
| 101-0000-331.12-42 | | $ | 11,958 | = $ | 11,958 |
| | | | | = $ | - |
| | | + | | = $ | - |
| | | + | | = $ | - |
| | TOTAL REVENUE ADJUSTMENTS: | $ | 11,958 | | |

| EXPENSE ACCOUNT NUMBER: | CURRENT BUDGET | | REQUESTED ADJUSTMENT | | NEW BUDGET |
|---|---|---|---|---|---|
| 101-4045-412-57.60 | $ - | $ | 14,948 | = | |
| | | | | = $ | - |
| | | + | | = $ | - |
| | | + | | = $ | - |
| | | + | | = $ | - |
| | | + | | = $ | - |
| | | + | | = $ | - |
| | TOTAL EXPENSE ADJUSTMENTS: | $ | 14,948 | | |

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

**MONTHLY ALLOCATION (if not evenly over the remaining months of the year)**

| Jan | Feb | Mar | Apr | May | June |
|---|---|---|---|---|---|
| | | | | | 100% (2027) |

| Jul | Aug | Sep | Oct | Nov | Dec |
|---|---|---|---|---|---|
| | | | | | |

***FINANCE DEPT USE ONLY:***

**FAHR REVIEWED ON:** _____

**COMMISSION APPROVED ON:** _____

**ENTERED BY FINANCE:** ***Date:*** _____

***By:*** _____

***BA#*** _____

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FARGO FIRE DEPARTMENT
637 NP Avenue North
Fargo, ND 58102-4916
Phone: 701.241.1540 | Fax: 701.241.8125
FargoFire.com

**MEMORANDUM**

**TO:** BOARD OF CITY COMMISSIONERS
**FROM:** FIRE CHIEF GARY LORENZ
**DATE:** NOVEMBER 9, 2026

**SUBJECT: FIRE TRAINING FACILITY MASTER PLANNING & CONCEPT DESIGN SERVICES AGREEMENT (RFP26096)**

On September 28, 2026, the Board of City Commissioners approved consent agenda item number 19 recommending the award for RFP26096 to Wold Architects and Engineers and R.L. Engebretson Architects Fargo LLC for master planning and concept design services.

The agreement with R.L. Engebretson Architects Fargo LLC, which has been reviewed and approved by Ian McLean is attached for the Commission's review and approval.

**RECOMMENDED MOTION:**

Approve the agreement with R.L. Engebretson Architects Fargo LLC for professional architectural services related to RFP26096.

# AIA® Document B101® – 2017

## *Standard Form of Agreement Between Owner and Architect*

**AGREEMENT** made as of the Thirtieth day of September in the year Two Thousand Twenty-Six
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:
*(Name, legal status, address and other information)*

City of Fargo
225 4th Street N.
Fargo, ND 58102

and the Architect:
*(Name, legal status, address and other information)*

R.L. Engebretson Architects Fargo LLC
4040 42nd Street South, Suite Q
Fargo, ND 58104
701-293-5735

for the following Project:
*(Name, location and detailed description)*

Fargo
Fire Training Facility
115 31st Street South
Fargo, ND 58103

Fire Station 4
2701 1st Ave N.
Fargo, ND 58102

The Owner and Architect agree as follows.

**ADDITIONS AND DELETIONS:**
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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**User Notes:** (6ad91ad4115024e89105a22c)



Paul

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## ARTICLE 1 INITIAL INFORMATION

**§ 1.1** This Agreement is based on the Initial Information set forth in this Section 1.1.
*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

**§ 1.1.1** The Owner's program for the Project:
*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

The Owner's program is established by the Architectural Services Proposal attached as Exhibit A and the other Initial Information expressly identified in this Agreement. The Architect's scope of services, compensation, and schedule are based upon that program and Initial Information as of the date of this Agreement. Subsequent information, requirements, or changes furnished by the Owner shall not automatically expand the Architect's agreed upon scope of services. Material changes to the Owner's program or Initial Information, including, but not limited to, changes in Project size, scope, quality, complexity, budget, schedule, phasing, procurement or delivery method, or previously approved designs, shall require mutual written agreement identifying the changes and any corresponding adjustments to the Architect's services, compensation, and schedule.

**§ 1.1.2** The Project's physical characteristics:
*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

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**§ 1.1.3** The Owner's budget for the Cost of the Work, as defined in Section 6.1:
*(Provide total and, if known, a line item breakdown.)*

TBD

**§ 1.1.4** The Owner's anticipated design and construction milestone dates:

**.1** Design phase milestone dates, if any:

TBD

**.2** Construction commencement date:

TBD

**.3** Substantial Completion date or dates:

TBD

**.4** Other milestone dates:

N/A

**§ 1.1.5** The Owner intends the following procurement and delivery method for the Project:
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

TBD

**§ 1.1.6** The Owner's anticipated Sustainable Objective for the Project:
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

N/A

**§ 1.1.6.1** If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

**§ 1.1.7** The Owner identifies the following representative in accordance with Section 5.3 :
*(List name, address, and other contact information.)*

Gary Lorenz, Fargo Fire Chief
Fargo Fire Department
GLorenz@FargoND.gov

**§ 1.1.8** The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
*(List name, address, and other contact information.)*

**§ 1.1.9** The Owner shall retain the following consultants and contractors:

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*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

TBD

.2 Site Survey and Topographic:

TBD

.3 Other, if any:
*(List any other consultants and contractors retained by the Owner.)*

**§ 1.1.10** The Architect identifies the following representative in accordance with Section 2.3:
*(List name, address, and other contact information.)*

Richard A. Wiemken, AIA, LEED AP
Principal
R.L. Engebretson Architects Fargo LLC
4040 42nd Street South, Suite Q
Fargo, ND 58104
Telephone: 701-293-5735
Email Address: richw@rleco.com

**§ 1.1.11** The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
*(List name, legal status, address, and other contact information.)*

**§ 1.1.11.1** Consultants retained under Basic Services:

.1 Structural Engineer:

BKBM Structural & Civil Engineers
6120 Earle Brown Drive, Suite 700
Minneapolis, MN 55430
Telephone: 763.843.0420

.2 Mechanical Engineer:

Wold Architects & Engineers

50 South 6th Street, Suite 2250
Minneapolis, MN 55402
Telephone: 612.772.9025

.3 Electrical Engineer:

Wold Architects & Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402
Telephone: 612.772.9025

.4 Fire Facility Planners:

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Wold Architects & Engineers
50 South 6th Street, Suite 2250
Minneapolis, MN 55402
Telephone: 612.772.9025

.5 Fire & Rescue Training Planner:

Elliott, LeBoeuf & McElwain
8001 Forbes Place, Suite 201
Springfield, VA 22151
Telephone: 703.321.2100

.6 Civil Engineer:

Houston Engineering, Inc.
1401 21st Avenue North
Fargo, ND 58102
Telephone: 701.237.5065

.7 Cost Estimating:

Kraus-Anderson
1100 NP Avenue Suite 201
Fargo, ND 58102
Telephone: 701.699.0699

**§ 1.1.11.2** Consultants retained under Supplemental Services:

**§ 1.1.12** Other Initial Information on which the Agreement is based:

**§ 1.2** The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

**§ 1.3** The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

**§ 1.3.1** Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

**ARTICLE 2 ARCHITECT'S RESPONSIBILITIES**

**§ 2.1** The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

**§ 2.2** The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall

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perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

**§ 2.3** The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

**§ 2.4** Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

**§ 2.5** The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

**§ 2.5.1** Commercial General Liability with policy limits of not less than One Million Dollars ($ 1,000,000 ) for each occurrence and Two Million Dollars ($ 2,000,000 ) in the aggregate for bodily injury and property damage.

**§ 2.5.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than One Million Dollars ($ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

**§ 2.5.3** The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4** Workers' Compensation at statutory limits.

**§ 2.5.5** Employers' Liability with policy limits not less than One Million Dollars ($ 1,000,000 ) each accident, One Million Dollars ($ 1,000,000 ) each employee, and One Million Dollars ($ 1,000,000 ) policy limit.

**§ 2.5.6** Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than Two Million Dollars ($ 2,000,000 ) per claim and Two Million Dollars ($ 2,000,000 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

## ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

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**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

**§ 3.2.2** The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

**§ 3.2.3** The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

**§ 3.2.4** Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

**§ 3.2.5** Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

**§ 3.2.5.1** The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

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**§ 3.2.5.2** The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

**§ 3.2.6** The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.2.7** The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

**§ 3.3 Design Development Phase Services**

**§ 3.3.1** Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

**§ 3.3.2** The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.3.3** The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

**§ 3.4 Construction Documents Phase Services**

**§ 3.4.1** Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

**§ 3.5 Procurement Phase Services**

**§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive

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bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

**§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

.1 facilitating the distribution of Bidding Documents to prospective bidders;

.2 organizing and conducting a pre-bid conference for prospective bidders;

.3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,

.4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

**§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

.1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;

.2 organizing and participating in selection interviews with prospective contractors;

.3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,

.4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

**§ 3.6 Construction Phase Services**

**§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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**§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

**§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

**§ 3.6.3.2** The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

**§ 3.6.3.3** The Architect shall maintain a record of the Applications and Certificates for Payment.

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**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

.1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;

.2 issue Certificates of Substantial Completion;

.3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,

.4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

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**§ 3.6.6.2** The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

**§ 3.6.6.3** When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

**§ 3.6.6.4** The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

**§ 3.6.6.5** Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

**§ 4.1.1** The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services | Responsibility *(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.1** Programming | Architect/Owner |
| **§ 4.1.1.2** Multiple preliminary designs | NP |
| **§ 4.1.1.3** Measured drawings | NP |
| **§ 4.1.1.4** Existing facilities surveys | NP |
| **§ 4.1.1.5** Site evaluation and planning | Architect |
| **§ 4.1.1.6** Building Information Model management responsibilities | NP |
| **§ 4.1.1.7** Development of Building Information Models for post construction use | NP |
| **§ 4.1.1.8** Civil engineering | NP |
| **§ 4.1.1.9** Landscape design | NP |
| **§ 4.1.1.10** Architectural interior design | NP |
| **§ 4.1.1.11** Value analysis | NP |
| **§ 4.1.1.12** Detailed cost estimating beyond that required in Section 6.3 | NP |
| **§ 4.1.1.13** On-site project representation | NP |
| **§ 4.1.1.14** Conformed documents for construction | NP |
| **§ 4.1.1.15** As-designed record drawings | NP |
| **§ 4.1.1.16** As-constructed record drawings | NP |
| **§ 4.1.1.17** Post-occupancy evaluation | NP |
| **§ 4.1.1.18** Facility support services | NP |
| **§ 4.1.1.19** Tenant-related services | NP |

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| Supplemental Services | Responsibility *(Architect, Owner, or not provided)* |
|---|---|
| **§ 4.1.1.20** Architect's coordination of the Owner's consultants | NP |
| **§ 4.1.1.21** Telecommunications/data design | NP |
| **§ 4.1.1.22** Security evaluation and planning | NP |
| **§ 4.1.1.23** Commissioning | NP |
| **§ 4.1.1.24** Sustainable Project Services pursuant to Section 4.1.3 | NP |
| **§ 4.1.1.25** Fast-track design services | NP |
| **§ 4.1.1.26** Multiple bid packages | NP |
| **§ 4.1.1.27** Historic preservation | NP |
| **§ 4.1.1.28** Furniture, furnishings, and equipment design | NP |
| **§ 4.1.1.29** Other services provided by specialty Consultants | NP |
| **§ 4.1.1.30** Other Supplemental Services | NP |
| | |

**§ 4.1.2 Description of Supplemental Services**

**§ 4.1.2.1** A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

**§ 4.1.2.2** A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

**§ 4.1.3** If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

**§ 4.2.1** Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

.1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;

.2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;

.3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the

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building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;

.4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;

.5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;

.6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

.7 Preparation for, and attendance at, a public presentation, meeting or hearing;

.8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

.9 Evaluation of the qualifications of entities providing bids or proposals;

.10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,

.11 Assistance to the Initial Decision Maker, if other than the Architect.

**§ 4.2.2** To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

.1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;

.2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;

.3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;

.4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,

.5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

**§ 4.2.3** The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

.1 ( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

.2 ( ) visits to the site by the Architect during construction

.3 ( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents

.4 ( ) inspections for any portion of the Work to determine final completion.

**§ 4.2.4** Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

**§ 4.2.5** If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

**§ 5.1** Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the

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Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

**§ 5.2** The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

**§ 5.3** The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

**§ 5.4** The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

**§ 5.5** The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

**§ 5.6** The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

**§ 5.7** If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

**§ 5.8** The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

**§ 5.9** The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

**§ 5.10** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

**§ 5.11** The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

**§ 5.12** The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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**§ 5.13** Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

**§ 5.14** The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

**§ 5.15** Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

**ARTICLE 6 COST OF THE WORK**

**§ 6.1** For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

**§ 6.2** The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

**§ 6.3** In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

**§ 6.4** If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

**§ 6.5** If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

**§ 6.6** If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 authorize rebidding or renegotiating of the Project within a reasonable time;
.3 terminate in accordance with Section 9.5;
.4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
.5 implement any other mutually acceptable alternative.

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**§ 6.7** If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

**§ 7.1** The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

**§ 7.2** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

**§ 7.3** The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

**§ 7.3.1** In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

**§ 7.4** Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

**§ 7.5** Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

**§ 8.1.1** The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but

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in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

**§ 8.1.2** To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

**§ 8.1.3** The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

**§ 8.2 Mediation**

**§ 8.2.1** Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

**§ 8.2.2** The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

**§ 8.2.3** The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

**§ 8.2.4** If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
*(Check the appropriate box.)*

[ ] Arbitration pursuant to Section 8.3 of this Agreement

[ X ] Litigation in a court of competent jurisdiction

[ ] Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

**§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the

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date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

**ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

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**§ 9.4** Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

**§ 9.5** The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

**§ 9.6** If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

**§ 9.7** In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:
*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

**§ 9.8** Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

**§ 9.9** The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

**ARTICLE 10 MISCELLANEOUS PROVISIONS**

**§ 10.1** This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

**§ 10.2** Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

**§ 10.3** The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

**§ 10.4** If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

**§ 10.5** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

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**§ 10.6** Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

**§ 10.7** The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

**§ 10.8** If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

**§ 10.8.1** The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8. Notwithstanding anything to the contrary in this Agreement, the Owner shall at all times comply with North Dakota's open records laws, including N.D.C.C. Chapter 44-04. In the event the Owner receives an open records request for information that the Architect or another person or entity has identified as confidential or proprietary, the Owner shall make reasonable efforts to provide notice of the request to such person or entity prior to disclosure, to the extent reasonably practicable and permitted by law. However, nothing in this Agreement shall require the Owner to delay disclosure, obtain consent prior to disclosure, or withhold any records that are subject to disclosure under applicable law.

**§ 10.9** The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

**§ 11.1** For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
*(Insert amount)*

.2 Percentage Basis
*(Insert percentage value)*

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
*(Describe the method of compensation)*

Lump Sum of One Hundred Eight Thousand Three Hundred Dollars ($108,300)

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**§ 11.2** For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Hourly or as negotiated

**§ 11.3** For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

Hourly or as negotiated

**§ 11.4** Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:
*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

**§ 11.5** When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

| | | |
|---|---|---|
| Schematic Design Phase | percent ( | %) |
| Design Development Phase | percent ( | %) |
| Construction Documents Phase | percent ( | %) |
| Procurement Phase | percent ( | %) |
| Construction Phase | percent ( | %) |

| | | | | |
|---|---|---|---|---|
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

**§ 11.6** When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

**§ 11.6.1** When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

**§ 11.7** The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.
*(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit B

| Employee or Category | Rate ($0.00) |
|---|---|

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**§ 11.8 Compensation for Reimbursable Expenses**

**§ 11.8.1** Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

.1 Transportation and authorized out-of-town travel and subsistence;
.2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
.3 Permitting and other fees required by authorities having jurisdiction over the Project;
.4 Printing, reproductions, plots, and standard form documents;
.5 Postage, handling, and delivery;
.6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
.7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
.8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses;
.11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
.12 Other similar Project-related expenditures.

**§ 11.8.2** For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent ( 0 %) of the expenses incurred.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:
*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

**§ 11.10 Payments to the Architect**

**§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of ($ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ($ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

**§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Sixty ( 60 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
*(Insert rate of monthly or annual interest agreed upon.)*

1 1/2 % Monthly

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in

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the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:
*(Include other terms and conditions applicable to this Agreement.)*

**ARTICLE 13 SCOPE OF THE AGREEMENT**

**§ 13.1** This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

**§ 13.2** This Agreement is comprised of the following documents identified below:

.1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect

.2 Building Information Modeling Exhibit, if completed:

.3 Exhibits:
*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
*(Insert the date of the E204-2017 incorporated into this agreement.)*

[ ] Other Exhibits incorporated into this Agreement:
*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

.4 Other documents:
*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

| **OWNER** *(Signature)* | **ARCHITECT** *(Signature)* |
|---|---|
| BY: Josh Boschee, Mayor | BY: Richard A. Wiemken, AIA, LEED AP, Principal |
| *(Printed name and title)* | *(Printed name, title, and license number if required)* |

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# EXHIBIT A

## Scope of Work Summary

### Part 1— New Fire Training Facility — 115 31st Street South; Fargo, ND

**Initial Project Scope — Site Concept**

i. Anticipated site design services include evaluation and assessment of the proposed site and development of conceptual site layouts, including the location of future buildings, training structures, sidewalks, parking areas, landscaping, utility infrastructure, and systems providing water, sanitary sewer, and storm water management. The selected consultant shall work closely with the Fargo Fire Department to assess operational needs, site functionality, and long-term usability of the property.

As part of this phase, the City is seeking preliminary concepts, recommendations, and associated cost estimates for potential site development options. The intent of this work is to provide the City with sufficient information to evaluate project feasibility, establish project priorities, and identify anticipated funding models and future capital investment needs associated with the Project.

**Objectives of the Training Facility Plan include:**

- Follow all NFPA and ISO requirements regarding a fire training facility
- Evaluate existing and future needs and demands of a facility that provides sufficient space and facilities for fire department training
- Establish facility space, site, and functional areas
- Interior spaces will provide adequate separation of contaminated firefighting gear and other interior spaces
- Storage space for firefighting gear will include ventilation so contaminants are expelled from interior spaces
- Some of the features expected include:
    - Facility to conduct live burns
    - Facility for elevated training (training tower)
    - Outdoor space for various training that would include vehicle fires, auto extrication, technical rescue, and hazardous materials incidents such as propane tank fires and rail car evolutions.
    - Area for apparatus operations that includes driving and pumping
    - Classroom space — Large class room with two dividers with a total capacity of 100.
    - Training office space — Quantity: 8
    - Kitchen / Breakroom area
    - Gender specific locker rooms and bathrooms
    - Space for physical fitness training
    - Testing / Study pods or rooms
    - Decontamination area for cleaning firefighting tools & equipment
    - Laundry facilities
        - ➢ Regular laundry facility for uniforms, towels, etc.



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- Commercial extractors for firefighting gear
- Minimum of 5 apparatus bays large enough for an aerial truck
- Include additional space for the Fire Prevention Bureau that provides 10 additional personnel offices and parking.

**Part 2 - Fire Station 4 Assessment & Concept Development - 2701 1st Ave N; Fargo, ND**

**Project Scope — Redesign of Station 4/ Current Training site**

This phase will focus on evaluating the existing Fire Station 4 facility and determining the most effective long-term solution for operational, functional, and safety needs. This phase includes comprehensive needs assessment, analysis of remodeling versus replacement options, and development of conceptual facility and site requirements. The selected consultant will evaluate the current structure, establish space and operational requirements, and provide recommendations that align with applicable ISO and NFPA standards.

The proposed facility is anticipated to include a minimum of four apparatus bays, accommodations for up to 12 fire suppression personnel, office/bedroom space, living quarters, decontamination areas, fitness facilities, and adequate storage. This phase will also evaluate operational continuity considerations during construction, including temporary relocation of Station 4 personnel to the proposed fire training facility or maintaining operations within the existing station until project completion.

In addition, the existing fire training facility currently located on the project site will need to be evaluated for removal and demolition as part of the overall site redevelopment plan. Consultants should consider demolition impacts, site utilization, staging, and how removal of the existing training structure may affect future construction sequencing and operational continuity during the project.



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# HOURLY RATES

## WOLD ARCHITECTS & ENGINEERS

| | |
|---|---|
| Practice Leader | $235.00 |
| Project Manager | $200.00 |
| Lead Interior Designer | $200.00 |
| Lead Mechanical Engineer | $200.00 |
| Lead Electrical Engineer | $200.00 |
| Engineering Staff | $150.00 - $185.00 |
| Architectural and Interior Staff | $145.00 - $180.00 |
| Administrative/Clerical Staff | $100.00 |

## ELLIOT, LEBOEUF & MCELWAIN

| | |
|---|---|
| Senior Consultant | $290.00 |
| Junior Consultant | $210.00 |
| Drafter | $140.00 |
| Administrative | $110.00 |

## BKBM

| | |
|---|---|
| Senior Principal | $325.00 |
| Principal | $270.00 |
| Associate Principal | $240.00 |
| Senior Associate/Group Manager | $235.00 |
| Project Manager | $200.00 |
| Project Engineer II | $175.00 |
| Project Engineer I | $160.00 |
| Design Engineer II | $135.00 |
| Design Engineer I | $125.00 |
| Engineering Intern | $100.00 |
| Senior Designer | $165.00 |
| Designer | $125.00 |
| Technician | $100.00 |
| Administrative | $140.00 |

## RLE ARCHITECTURE

| | |
|---|---|
| Principal Architect | $290.00 |
| Project Manager | $175.00 |
| Lead Interior Designer | $195.00 |
| Assistant Interior Designer | $100.00 |
| Building Forensic Technician | $185.00 |
| Architectural and Interior Staff | $75.00 - $150.00 |
| Administrative/Clerical Staff | $75.00 - $110.00 |

## KRAUS-ANDERSON

| | |
|---|---|
| Director, Facility Assessment | $200.00 |
| Sr. Manager, Facility Assessment | $175.00 |
| Manager, Facility Assessment | $160.00 |
| Project Manager | $170.00 |
| Specialist, Facility Assessment | $110.00 |
| MEP Systems Manager | $160.00 |
| Building Envelop Manager | $160.00 |
| Sustainability Manager | $160.00 |
| Project Admin | $90.00 |
| Office Admin | $70.00 |
| BIM/VDC | $135.00 |

## HOUSTON ENGINEERING

| | |
|---|---|
| Senior Engineer | $316.00 |
| Lead Engineer | $277.00 |
| Engineers | $145.00 - $255.00 |
| Technicians | $110.00 - $214.00 |
| CAD Technicians | $112.00 - $153.00 |
| Project Assistants | $90.00 - $129.00 |
| Landscape Architects | $195.00 - $250.00 |

THE CITY OF Fargo FAR MORE

20

Information Services
Fargo City Hall
225 4th Street North
Fargo, ND 58102-4817
www.FargoND.gov

November 29, 2026

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

RE: PCB24008

Dear Commissioners;

For over a decade, the City of Fargo's GIS (Geographic Information Systems) software has been based on the software from ESRI.

We use a site license agreement from ESRI called the "ESRI Small Municipal and County Government Enterprise Agreement." The agreement is a part of the ESRI agreement on the North Dakota State Contract (Contract Reference Number: 105-ENVI).

This is a 3-year agreement billed annually. The annual cost would be $120,300.

These funds are already included in the 2026 and 2027 budgets for Information Services.

**Suggested Motion:**

Move to approve the quotation from ESRI for a 3-year agreement at $120,300 per year.

Thank you,

R M Gronneberg

Ron Gronneberg
CIO

esri | THE SCIENCE OF WHERE

October 26, 2026

Mr. Daryl Masten
City of Fargo
225 4th St N
Fargo, ND 58102-4817

Dear Daryl,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   ***"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."***

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jason Fetch

# Quotation # Q-571383

**Date:** October 27, 2026

**Environmental Systems Research Institute, Inc.**
**380 New York St**
**Redlands, CA 92373-8100**
**Phone: (909) 793-2853**
**DUNS Number: 06-313-4175 CAGE Code: 0AMS3**

**Customer # 113694 Contract # ENTERPRISE AGREEMENT**

City of Fargo
IS Dept
225 4th St N
Fargo, ND 58102-4817

ATTENTION: Daryl Masten
PHONE: (701) 476-6700
EMAIL: dmasten@cityoffargo.com

***To expedite your order, please attach a copy of this quotation to your purchase order.***
***Quote is valid from: 10/26/2026 To: 1/24/2027***

| Material | Qty | Term | Unit Price | Total |
|---|---|---|---|---|
| 193208 | 1 | Year 1 | $120,300.00 | $120,300.00 |
| Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription | | | | |
| 193208 | 1 | Year 2 | $120,300.00 | $120,300.00 |
| Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription | | | | |
| 193208 | 1 | Year 3 | $120,300.00 | $120,300.00 |
| Populations of 125,000 to 150,000 Small Government Enterprise Agreement Annual Subscription | | | | |

| | |
|---|---|
| Subtotal: | $360,900.00 |
| Sales Tax: | $0.00 |
| Estimated Shipping and Handling (2 Day Delivery): | $0.00 |
| Contract Price Adjust: | $0.00 |
| Total: | $360,900.00 |

Pricing reflects the Small Local Government Enterprise License Agreement.

Year 1: 1/26/2027 - 1/25/2028

Year 2: 1/26/2028 - 1/25/2029

Year 3: 1/26/2029 - 1/25/2030

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

| For questions contact: | Email: | Phone: |
|---|---|---|
| Jason Fetch | jfetch@esri.com | 651-454-0600 x2331 |

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FETCHJ **This offer is limited to the terms and conditions incorporated and attached herein.**

esri | THE SCIENCE OF WHERE

# Quotation # Q-571383

**Date:** October 27, 2026

**Environmental Systems Research Institute, Inc.**
**380 New York St**
**Redlands, CA 92373-8100**
**Phone: (909) 793-2853**
**DUNS Number: 06-313-4175 CAGE Code: 0AMS3**

***To expedite your order, please attach a copy of this quotation to your purchase order.***
***Quote is valid from: 10/26/2026 To: 1/24/2027***

**Customer # 113694 Contract # ENTERPRISE AGREEMENT**

City of Fargo
IS Dept
225 4th St N
Fargo, ND 58102-4817

ATTENTION: Daryl Masten
PHONE: (701) 476-6700
EMAIL: dmasten@cityoffargo.com

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

| **For questions contact:** | **Email:** | **Phone:** |
|---|---|---|
| Jason Fetch | jfetch@esri.com | 651-454-0600 x2331 |

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FETCHJ **This offer is limited to the terms and conditions incorporated and attached herein.**

**Esri Use Only:**
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

# SMALL ENTERPRISE AGREEMENT
# COUNTY AND MUNICIPALITY GOVERNMENT
# (E214-5)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

## Table A
## List of Products

**Uncapped Quantities (annual subscription)**

| | |
|---|---|
| **ArcGIS Enterprise Software and Extensions**<br>ArcGIS Enterprise (Advanced and Standard)<br>ArcGIS Monitor<br>ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer | **ArcGIS Enterprise Additional Capability Servers**<br>ArcGIS Image Server<br><br>**ArcGIS Online User Types**<br>ArcGIS Online Viewer User Type<br><br>**ArcGIS Enterprise User Types**<br>ArcGIS Enterprise Viewer User Type |

**Capped Quantities (annual subscription)**

| **ArcGIS Online User Types** | | **ArcGIS Enterprise User Types** | |
|---|---|---|---|
| ArcGIS Online Contributor User Type | 75 | ArcGIS Enterprise Contributor User Type | 75 |
| ArcGIS Online Mobile Worker User Type | 250 | ArcGIS Enterprise Mobile Worker User Type | 250 |
| ArcGIS Online Creator User Type | 250 | ArcGIS Enterprise Creator User Type | 250 |
| ArcGIS Online Professional User Type | 60 | ArcGIS Enterprise Professional User Type | 60 |
| ArcGIS Online Professional Plus User Type | 60 | ArcGIS Enterprise Professional Plus User Type | 60 |
| **ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type** | | **ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type** | |
| ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst | 60 each | ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst | 60 each |
| **ArcGIS Online Apps and Other** | | **ArcGIS Enterprise Apps and Other** | |
| ArcGIS Location Sharing for ArcGIS Online | 60 | ArcGIS Location Sharing for ArcGIS Enterprise | 60 |
| ArcGIS Online Service Credits | 150,000 | ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise | 75 |

**Other Benefits**

| | |
|---|---|
| Number of Esri User Conference registrations provided annually | 5 |
| Number of Tier 1 Help Desk individuals authorized to call Esri | 5 |
| Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement | |

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

**Term of Agreement:** Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

## CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

## 1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

**"Case"** means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

**"Deploy", "Deployed" and "Deployment"** mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

**"Fee"** means the fee set forth in the Quotation.

**"Maintenance"** means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

**"Master Agreement"** means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

**"Product(s)"** means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

**"Quotation"** means the offer letter and quotation provided separately to Customer.

**"Technical Support"** means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

**"Tier 1 Help Desk"** means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

**"Tier 1 Support"** means the Technical Support provided by the Tier 1 Help Desk.

**"Tier 2 Support"** means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

## 2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

## 3.0—Term, Termination, and Expiration

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 **Follow-on Term.** If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

## 4.0—Product Updates

4.1 **Future Updates.** Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 **Product Life Cycle.** During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

## 5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

## 6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

## 7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

## 8.0—Ordering, Administrative Procedures, Delivery, and Deployment

**8.1 Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

## 9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

**9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

**9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

**9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

(21)

**Information Services**
Fargo City Hall
225 4th Street North
Fargo, ND 58102-4817
www.FargoND.gov

November 29, 2026

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

RE: EX24040

Dear Commissioners;

The City of Fargo has been using a variety of AutoDesk products for the CAD (Computer Aided Design) and related processes for decades. These licenses are used in a variety of departments, but primarily in the Engineering Department.

The attached list of products shows the software products, the quantity of licenses, the terms, and the associated costs.

These funds are already included in the current year and next year's budget for Information Services.

**Suggested Motion:**

Move to approve the Price Quotation from DLT for the various AutoCAD licenses for $154,201.58.

Thank you,

R M Gronneberg

Ron Gronneberg
CIO

TD SYNNEX DLT

# Price Quotation

Quote: 5416568
Reference: 2004701
Date: 10/27/2026
Expires: 11/26/2026

To: Gretchen Morlan
Fargo City of (ND)
200 3rd Street N.
Fargo, ND 58102

Phone: (701) 476-6700
Fax:
Email: IS-Accountspayable@FargoND.gov

From: Brian Bui
DLT Solutions, LLC
2411 Dulles Corner Park
Suite 800
Herndon, VA 20171

Phone: (703) 773-1181
Fax: (703) 773-1181
Email: brian.bui@dlt.com

| # | DLT Part No. | Contract | Qty | Unit Price | Ext. Price |
|---|---|---|---|---|---|
| 1 | 9701-1001830<br>AutoCAD LT Government Single-user 3-Year Subscription Renewal<br>Contract 110001998347<br><br>**PoP:** 1/25/2027 **through** 1/24/2030 | OM | 3 | $1,512.74 | $4,538.22 |
| 2 | 9701-1001915<br>Civil 3D Government Single-user 3-Year Subscription Renewal<br>Contract 110001998347<br><br>**PoP:** 1/25/2027 **through** 1/24/2030 | OM | 6 | $8,457.60 | $50,745.60 |
| 3 | 9701-4642<br>InfoDrainage Government Single-user 3-Year Subscription Renewal<br>Contract 110001998347<br><br>**PoP:** 1/25/2027 **through** 1/24/2030 | OM | 2 | $8,840.70 | $17,681.40 |
| 4 | 9701-1004926<br>AutoCAD - including specialized toolsets Government Single-user 3-Year Subscription Renewal<br>Contract 110002977655<br><br>**PoP:** 1/25/2027 **through** 1/24/2030 | OM | 1 | $5,864.33 | $5,864.33 |
| 5 | 9701-1008733<br>Architecture Engineering & Construction Collection Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)<br>Contract 422103101240<br><br>**PoP:** 1/25/2027 **through** 1/24/2028 | OM | 11 | $1,345.75 | $14,803.25 |
| 6 | 9701-1008764<br>AutoCAD LT Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)<br>Contract 422103101240<br><br>**PoP:** 1/25/2027 **through** 1/24/2028 | OM | 6 | $235.75 | $1,414.50 |
| 7 | 9701-0209<br>AutoCAD Raster Design Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)<br>Contract 422103101240<br><br>**PoP:** 1/25/2027 **through** 1/24/2028 | OM | 2 | $412.57 | $825.14 |

TD SYNNEX | DLT

# Price Quotation

Quote: 5416568
Reference: 2004701
Date: 10/27/2026
Expires: 11/26/2026

| # | DLT Part No. | Contract | Qty | Unit Price | Ext. Price |
|---|---|---|---|---|---|
| 8 | 9701-1008777 | OM | 24 | $1,335.93 | $32,062.32 |
| | Civil 3D Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)<br>Contract 422103101240<br><br>**PoP:** 1/25/2027 **through** 1/24/2028 | | | | |
| 9 | 9701-1008771 | OM | 1 | $309.42 | $309.42 |
| | AutoCAD Revit LT Suite Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)<br>Contract 422103101240<br><br>**PoP:** 1/25/2027 **through** 1/24/2028 | | | | |
| 10 | 9701-1008749 | OM | 35 | $741.64 | $25,957.40 |
| | AutoCAD - including specialized toolsets Government Single-user Annual Subscription Renewal Switched From Maintenance (Switched between May 2019 - May 2020 and Ongoing)<br>Contract 422103101240<br><br>**PoP:** 1/25/2027 **through** 1/24/2028 | | | | |

Total $154,201.58

| | Optional Items | | | | |
|---|---|---|---|---|---|
| 1 | 9701-6594 | OM | 1 | $530.44 | $530.44 |
| | AutoCAD LT 2027 Government New Single-user ELD Annual Subscription | | | | |
| 2 | 9701-6595 | OM | 1 | $1,591.33 | $1,591.33 |
| | AutoCAD LT 2027 Government New Single-user ELD 3-Year Subscription | | | | |

TD SYNNEX | DLT

# Price Quotation

Quote: 5416568
Reference: 2004701
Date: 10/27/2026
Expires: 11/26/2026

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX

UNLESS CONTROLLED BY AN EXISTING RESELLER PARTNER AGREEMENT OR OTHER WRITTEN CONTRACTUAL AGREEMENT BETWEEN YOU AND DLT, THIS QUOTE AND ANY RESULTING AWARD OR ORDER IS SUBJECT TO THE TERMS AND CONDITIONS POSTED AT HTTPS://WWW.DLT.COM/PRODUCTS/CLIENT-COMMERCIAL-LICENSES. THESE TERMS CONTROL THE TERMS OF SALES AS WELL AS THE END USER'S USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. BUYER IS DIRECTED TO INCORPORATE (BY REFERENCE) THIS QUOTE IN ANY RESULTING AWARD OR ORDER. THE TERMS AND CONDITIONS AT THE ABOVE LINK ARE THE ONLY CONTROLLING TERMS THAT WILL APPLY TO A RESULTING ORDER AND THE USE OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. ANY ADDITIONAL OR INCONSISTENT TERMS ON BUYER'S ORDER THAT IN ANY WAY, MODIFY, ALTER OR NEGATE THE TERMS OF SALE OR THE MANUFACTURER'S END USER LICENSE AGREEMENT WILL NOT BE BINDING ON DLT OR ITS MANUFACTURERS AND SHALL NOT APPLY UNLESS SPECIFICALLY AGREED TO IN WRITING BY DLT AND THE MANUFACTURER. NO RETURNS ARE AUTHORIZED OF THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE. THE PRODUCTS AND/OR SERVICES INCLUDED IN THIS QUOTE ARE NONRECOURSE, NONCANCELLABLE, AND NON-RETURNABLE UNLESS EXPLICITLY AGREED TO IN WRITING BY DLT.

PLEASE REMIT PAYMENT TO:

DLT Solutions, LLC
Bank of America
ABA # 111000012
Acct # 4451063799

-OR-

DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

Customer orders are subject to all applicable taxes and regulatory fees.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

THE CITY OF Fargo FAR MORE | PUBLIC WORKS

22

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

November 4, 2026

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

RE: Public Works Generator Replacement (RFP26294).

Commissioners:

The City of Fargo issued RFP26294 for the replacement of the backup generator at the Public Works facility. The solicitation closed on September 21, 2026.The project includes a 200 kW generator designed to provide backup power for the entire Public Works facility. While the generator itself is not necessarily unique, it is a fairly large unit, and the installation involves substantial electrical work, including a new 1,000-amp electrical service and an 800-amp automatic transfer switch. The City has selected Alternate No. 1, which provides for a natural gas generator. This option will allow for extended runtime and is expected to simplify servicing and maintenance throughout the life of the equipment. Two vendors submitted proposal and only one met the required specifications.

The results are as follows:

| Firm | Price for one: |
|---|---|
| Grotberg Electric In. | $214,620.00 |

The review committee, consisting of Allan Erickson, Ben Dow and Tom HallGanje evaluated (2) two proposals and determined that one proposal was compliant. Grotberg Electric In. met all required specifications and the price was within expected parameters. Funding for this project has been allocated through the 2024G Series Bond.

Our recommendation is to purchase (1) one 200KW Generator including a 1,000amp electrical service with an 800amp automatic transfer switch through Grotberg Electric In.

SUGGESTED MOTION:

I/we hereby move, based on the proposal from Grotberg Electric In., to approve the purchase of (1) one 200KW Generator including a 1,000amp electrical service with an 800amp automatic transfer switch for the total purchase price of $214,620.00.

Respectfully Submitted,

Allan Erickson
Fleet Services Manager

## Proposal Pricing

2026 Fargo Public Works Building Generator

Vendor shall provide the following pricing:

| Item | Description | Bid Amount |
|---|---|---|
| 1 | Removal of existing generator and associated electrical work | $ **included** |
| 2 | New 200 kW diesel generator system | $ **included** |
| 3 | 1,000A 3R service equipment and installation | $ **included** |
| 4 | Generator feeder and associated electrical work | $ **included** |
| 5 | 800A transfer switch | $ **included** |
| 6 | **TOTAL BASE BID – DIESEL GENERATOR** | $ **196,780.00** |
| 7 | Alternate – Replace diesel generator with 200 kW natural-gas generator, including gas piping from meter | $ **included** |

**Base Bid – 200 kW Diesel Generator:**
$ **196,780.00** (40 week lead time)

**Alternate No. 1 – 200 kW Natural Gas Generator:**
$ **214,620.00** (18 week lead time)

**Deductive Alternate – Delete 800A Transfer Switch:**
$ **(12,000.00)**

**Contractor:** **Grotberg Electric Inc.**

**Authorized Representative:** **Jason Thomas**

**Title:** **Branch Manager**

**Signature:** Jason Thomas

**Date:** **9/16/26**

**Contractor License/Registration No.:** **Class A No: 784**

GREAT PLAINS ELECTRIC

Great Plains Electric
2817 1st St N
Fargo , ND 58102

**Job Number:**
**Job Name:** City of Fargo- Generator

---

**Customer Address:**

Eric Stromsborg

**Job Site:**

**Scope of Work:**

Great Plains Electric respectfully submits the following proposal for the electrical installation of a standby generator for the City of Fargo maintenance shop:

-Disconnect existing generator and ATS
-Remove concrete slab as necessary to re-route existing under ground conduits or install new conduits
-Re-route existing conduits, if possible, into new ATS or run new conduits
-Add service rated fusible disconnect next to the existing C/T can.
-Set and wire new ATS and generator

Proposal price reflects the installation of a 200KW Diesel generator with coordinated ATS. If a 200KW natural gas generator is desired, please add $4,400 to this proposal. This proposal does not provide for a temporary generator docking panel. If the City of Fargo desires the option of running a temporary generator, please add $8,900 to this proposal.

Thank you for considering Great Plains Electric for this project.

**Terms and Conditions:**

This proposal only provides for the cost of the electrical execution of a standby generator. All materials, excavations, labor, inspections, and liabilities associated with fuel for the generator, venting of the generator, and/or any other non-electrical cost associated with the procurement, installation, operation and/or maintenance of said generator shall be the responsibility of others.

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**Grand Total:** $131,547.72

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# REPORT OF ACTION

## UTILITY COMMITTEE

Project No. SW 26-03 Cell #22 Construction

Type: – Authorization to Advertise for Bid

Location: Solid Waste Division

Date of Hearing: 11/04/26

| Routing | Date |
|---|---|
| City Commission | 11/09/26 |
| Project File | SW 26-03 Cell #22 Construction |

Scott Olson, Solid Waste Utility Director, presented the attached request to authorize the Solid Waste department to advertise for bid Project SW 26-03 Cell #22 Construction at the Fargo Landfill. Cell #22 is phase five of the Reclamation and Redevelopment of the East Landfill.

Major components of this project include:

| | |
|---|---|
| • Excavation (Soils) | 475,000 CY |
| • Excavation (Waste) | 240,000 CY |
| • Clay Liner | 9.5 Acres |
| • 60 mil HDPE Liner | 9.5 Acres |
| • Granular Drainage Layer | 9.5 Acres |
| • 8-inch HDPE Pipe | 1,600 LF |
| • 8-inch PVC Sanitary Sewer | 665 LF |
| • Concrete Manholes | 2.0 EA |
| • Sideslope Riser Pumping System | 2.0 EA |
| • Electrical | 2.0 EA |

Funding for the project is through existing Clean Water State Revolving Loan Fund (CWSRF) loan #380715-11.

**MOTION:**
On a motion by Tom Knakmuhs, seconded by Ben Dow, the Utility Committee voted to approve as described.

| COMMITTEE: | Present | Yes | No | Unanimous |
|---|---|---|---|---|
| Chad Peterson, City Commissioner | X | X | | |
| Michael Redlinger, City Administrator | | | | |
| Thomas Knakmuhs, City Engineer | X | X | | |
| Susan Thompson, City Finance Director | X | X | | (Wyatt Papenfuss) |
| Bruce Grubb, City Administration | X | X | | |
| Brian Ward, Water Plant Supt. | | | | |
| Mark Miller, Wastewater Plant Supt. | X | X | | |
| Allan Lee, City Forester | X | X | | |
| James Hausauer, Wastewater Util. Director | X | X | | |
| Troy Hall, Water Utility Director | X | X | | |
| Ben Dow, Public Works Operations Director | X | X | | |
| Scott Olson, Solid Waste Utility Director | X | X | | |
| Daniel Portlock, Water Utility Engineer | X | X | | |

ATTEST:

Scott Olson, PE
Solid Waste Utility Director

C: Josh Boschee, Mayor
Commissioner Turnberg
Commissioner Gullickson
Commissioner Strand

THE CITY OF Fargo FAR MORE | SOLID WASTE

DIVISION OF SOLID WASTE
2301 8th Avenue North
Fargo, North Dakota 58102
Office: 701.241.1449 | Fax: 701.241.8109
FargoND.gov

**To:** **Utility Committee**

**From:** **Scott Olson, Solid Waste Utility Director**

**Date:** **November 4, 2026**

**Subject:** **Authorization for Bid – Project SW 26-03 Cell #22 Construction**

---

Attached please find the Advertisement for Bids and bid quantities for Project SW 26-03, Cell #22 Construction. Cell #22 is phase five of the Reclamation and Redevelopment of the East Landfill.

The City of Fargo began reclaiming and redeveloping the East Landfill campus in 2016. The Cell #22 construction project will provide the City with additional landfill capacity to serve the City and the greater Cass County area. Major components of this project include:

| | |
|---|---|
| • Excavation (Soils) | 475,000 CY |
| • Excavation (Waste) | 240,000 CY |
| • Clay Liner | 9.5 Acres |
| • 60 mil HDPE Liner | 9.5 Acres |
| • Granular Drainage Layer | 9.5 Acres |
| • 8-inch HDPE Pipe | 1,600 LF |
| • 8-inch PVC Sanitary Sewer | 665 LF |
| • Concrete Manholes | 2.0 EA |
| • Sideslope Riser Pumping System | 2.0 EA |
| • Electrical | 2.0 EA |

The Engineer's Estimate for the project is $7,990,000 and is funded through the Clean Water State Revolving Loan Fund (CWSRF), **current loan #380715-11**. The formal bid award will be brought to the Commission following the bid process.

Your consideration in this matter is greatly appreciated.

**Recommendation**

Authorize the Solid Waste Department to advertise for bid Project SW 26-03 Cell #22 Construction.

# ADVERTISEMENT FOR BIDS

CITY OF FARGO
FARGO, NORTH DAKOTA
FARGO CELL 22

**General Notice**

City of Fargo (Owner) is requesting Bids for the construction of the following Project:

City of Fargo Landfill
Fargo Cell 22
10461933

Bids for the construction of the Project will be received by the City Auditor via the Quest CDN vBid platform until **Wednesday**, **December 2, 2026** at 11:30 A.M. local time. Bids will then be opened and read aloud at 11:45 A.M. in the Engineering Conference Room in the Fargo City Hall located at 225 4th Street North, Fargo, North Dakota 58102. The public is encouraged to view the bid opening from their computer, tablet, or smartphone by using the following link: The City of Fargo - Bidding Opportunities for the construction of Cell 22, Project No. SW 26-02 of the following:

City of Fargo Landfill Cell 22

7th Avenue and 45th Street North

Which will require approximately:

| | |
|---|---|
| Excavation (soils) | 475,000 CY |
| Excavation (waste) | 240,000 CY |
| Clay Liner | 9.5-ACRES |
| 60 mil HDPE Liner | 9.5-ACRES |
| Granular Drainage Layer | 9.5-ACRES |
| 8-Inch HDPE Pipe | 1,600 LF |
| 8-Inch PVC Sanitary Sewer | 665 LF |
| Standard Precast Concrete Manhole | 2.0 EA |
| Sideslope Riser Pumping System | 2.0 EA |
| Electrical Supply | 2.0 EA |

Bids shall be on the basis of cash payment for work performed. All work included in the contract must be fully completed on or before October 1, 2027.

This project anticipates funding from the Clean Water State Revolving Fund Program. Bidder's attention is called to the SRF requirements in the bid package. Bidder is responsible for meeting all requirements for this funding.

Bidders on this work will be required to comply with the American Iron and Steel Requirements of the Consolidated Appropriations Act 2014. The requirements for bidders and contractors under this regulation are explained in the specifications.

Bidders are required to comply with the Davis-Bacon prevailing wage requirements.


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Bidders on this work will be required to comply with Title 40 CFR Part 33– Participation by Disadvantaged Business Enterprises in the United States Environmental Protection Agency Programs. The requirements for bidders and contractors under this regulation concern utilization of Minority Business Enterprises (MBE), Women's Business Enterprises (WBE), and Small Business Enterprises (SBE) and are explained in the specifications. The goal for MBE is 2% of the total dollar value of the project. The goal for WBE is 3% of the total dollar value of the project. To demonstrate a good faith effort to comply, bidders must include the MBE/WBE subcontractor solicitation form in the bid package.

Bidders are required to comply with Build America, Buy America Act requirements.

Bid Submissions:
Bidders shall submit their bids online via the Quest CDN vBid platform. No online bid will be opened, read or considered if it does not fully comply with the document submission requirements of the vBid system, including but not limited to the **ACKNOWLEDGEMENT BY THE BIDDER OF RECEIPT OF ALL PROJECT ADDENDA** and the submission of **A BIDDER'S BOND IN THE AMOUNT OF 5% OF THE FULL AMOUNT OF THE BID** executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and the contract is awarded to the principal, the principal, within 10 days after notice of award, shall execute a contract in accordance with the terms of the bid and a contractor's bond as required by law and the regulations and determinations of the governing body. Countersignature of a bid bond is not required under this section.

All bidders, except a bidder on a municipal, rural, and industrial water supply project authorized for funding under Public Law No. 99-294 [100 Stat. 426; 43 U.S.C. 390a], must be licensed for the full amount of the bid, as required by N.D. Cent. Code Section 43-07-07. Bidder must be the holder of a Contractor's License issued by the Secretary of State must be included in the online bid submission as required under N.D. Cent. Code Section 43-07-12.

No bid may be read or considered if it does not fully comply with these requirements and any deficient bid submitted must be resealed and returned to the bidder immediately.

Plans and specifications are on file at the Division of Solid Waste, 2301 8th Avenue North, Fargo, ND 58102, where any interested person may examine them. Interested parties may also call (701) 241-1449.

Bidding documents may be viewed and ordered online at the QuestCDN website, QuestCDN (Quest Project #XXXXXXX) for a non-refundable payment of $25. Questions regarding the plans and specifications can be directed to katie.kinley@hdrinc.com and William.nicholson@hdrinc.com no later than end of business November 18, 2026, with email entitled "Fargo Cell 22: Question".

The Board of City Commissioners of the City of Fargo, North Dakota reserves the right to hold all bids for a period of 30 days after the day fixed for the opening of the bids and the rights to reject any or all bids and to waive any formalities.


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City Auditor's Office

(October 28, 2026)

A mandatory pre-bid conference for the Project will be held on November 5, 2026 at 10a.m. at the City of Fargo Landfill, 2952, 4501 7th Ave N, Fargo, ND 58102.Bids will not be accepted from Bidders that do not attend the mandatory pre-bid conference.

Instructions to Bidders.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

This Advertisement is issued by:

| | |
|---|---|
| Owner: | City of Fargo |
| Engineer: | HDR Engineering Inc. |
| Contact: | Katie Kinley – Project Manager |
| Email: | katie.kinley@hdrinc.com |
| Phone: | (402) 639-3869 |


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## ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the following Work at the indicated unit prices:

| CITY OF FARGO - FARGO CELL 22<br>HDR ENGINEERING | | | | | |
|---|---|---|---|---|---|
| ITEM NO. | DESCRIPTION | UNIT | BID QTY | UNIT COST ($) | TOTAL PRICE |
| 1 | MOBILIZATION AND DEMOBILIZATION | LS | 1 | $ | $ |
| 2 | STORMWATER CONTROL/MANAGEMENT | LS | 1 | $ | $ |
| 3 | SOIL EXCAVATION & STOCKPILING | CY | 380,000 | $ | $ |
| 4 | UNSUITABLES | CY | 5,000 | $ | $ |
| 5 | WASTE EXCAVATION AND HAUL TO PROPOSED WASTE DISPOSAL AREA | CY | 240,000 | $ | $ |
| 6 | SOIL MOVEMENT FOR WASTE EXCAVATION IN STOCKPILE AREAS | CY | 100,000 | $ | $ |
| 7 | STORMWATER PUMP | EA | 1 | $ | $ |
| 8 | COMPACTED CLAY LINER | SF | 415,000 | $ | $ |
| 9 | SUBGRADE PREPARATION | SF | 415,000 | $ | $ |
| 10 | 60 MIL HDPE LINER | SF | 415,000 | $ | $ |
| 11 | TIE INTO CELL 21 LINER SYSTEM | LS | 1 | $ | $ |
| 12 | NORTH LINER TERMINATION | LF | 530 | $ | $ |
| 13 | SOUTH AND EAST LINER TERMINATION | LF | 1,270 | $ | $ |
| 14 | EDGE OF LINER SIGNS | EA | 12 | $ | $ |
| 15 | 8 IN LEACHATE COLLECTION LINES (PERFORATED AND SOLID) | LF | 1,600 | $ | $ |
| 16 | DRAINAGE LAYER (12 IN GRANULAR LAYER, COARSE AGGREGATE, AND GEOTEXTILE) | CY | 16,500 | $ | $ |
| 17 | LEACHATE SUMP (PUMP; 2X 18 IN HDPE SDR-11 RISERS) | EA | 2 | $ | $ |
| 18 | 2 IN HDPE SDR-11 PIPE TO FORCEMAIN | LF | 200 | $ | $ |
| 19 | 2 IN ELECTRICAL CONDUIT | LF | 950 | $ | $ |
| 20 | ALL ELECTRICAL INCLUDING PUMP START-UPS | EA | 1 | $ | $ |
| 21 | CONCRETE BASE (FOR LEACHATE RISERS) | EA | 2 | $ | $ |
| 22 | CANOPY STRUCTURE WITH FOUNDATIONS | EA | 2 | $ | $ |
| 23 | EXTEND SANITARY SEWER (8 IN PVC SEWER PIPE) | LF | 670 | $ | $ |
| 24 | INSTALL CONCRETE MANHOLE (48 IN PRECAST MANHOLE) | EA | 2 | $ | $ |
| 25 | CULVERTS (12 IN RCP CLASS III; FES) AND RIP-RAP | EA | 2 | $ | $ |
| 26 | PUMP WITH 4 IN HDPE SDR-11 TO SANITARY SEWER | LS | 1 | $ | $ |
| 27 | CONSTRUCT NORTH PERIMETER ROAD WITH STORMWATER PONDS | LS | 1 | $ | $ |
| 28 | SEEDING AND FERTILIZING | AC | 5 | $ | $ |
| 29 | FINAL TOPOGRAPHY SURVEY | LS | 1 | $ | $ |
| | | | | CONSTRUCTION TOTAL | $ |

| ALTERNATIVE ITEMS | | | | | |
|---|---|---|---|---|---|
| ALT. ITEM NO. | ALTERNATE DESCRPITION | UNIT | BID QTY | UNIT COST ($) | TOTAL PRICE |
| 30a | WASTE EXCAVATION AND HAUL TO CELLS 3 AND 4 | CY | 100,000 | $ | $ |
| 31a | WASTE EXCAVATION AND HAUL TO CELLS 18, 19, 20, AND 21 | CY | 100,000 | $ | $ |


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THE CITY OF Fargo FAR MORE | TRANSIT OFFICE

TRANSIT OFFICE
650 23RD St. N.
Fargo, ND 58102
Phone: 701.241.8140 | Fax: 701.241.8558
FargoND.gov

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October 27, 2026

Fargo City Commission
City of Fargo
225 4th St. N
Fargo, ND 58102

**SUBJECT:**
Minnesota State Community and Technical College (M-State) U-Pass Contract Approval

**BACKGROUND:**

MATBUS and local higher education institutions have worked together to encourage student usage of the public transit system through the "U-Pass" unlimited ride program.

M-State has indicated that they would like to continue the U-Pass Program another year. Continued participation in the U-Pass program by institutions of higher learning provides a comprehensive transportation package to students, assisting with parking congestion and transportation financial issues. The U-Pass program has been a successful partnership over time. It guarantees farebox revenue for the City's transit system, while making transit usage simple and convenient for the participating colleges.

**FINANCIAL CONSIDERATIONS:**
U-Pass fees are calculated as total Transit Department fixed route operational costs divided by total fixed route ridership (excluding NDSU circulators) equals the average cost per passenger. This cost per passenger is multiplied by the number of full-time, on-campus students at the participating college to determine the total U-Pass fee.

| | |
|---|---|
| **Fixed Route Expenses** | |
| Fargo | $ 6,826,791.85 |
| Moorhead/Dilworth | $ 4,170,003.76 |
| West Fargo | $ 317,774.97 |
| Total | $ 11,314,570.58 |
| Fixed Route Ridership (Excluding NDSU Circulators) | 1,020,514 |
| Cost Per Passenger | $ 11.09 |
| | |
| 2025 Full-Time On-Campus Students | 980 |
| Total | $ 10,865.39 |
| Payment Each Semester | $ 5,432.69 |

**RECOMMENDATION:**
Approve the appropriate City of Fargo officials to execute the attached U-Pass agreement.

**Submitted By:**

Cole Swingen – Assistant Transit Director

**STATE OF MINNESOTA**

**MINNESOTA STATE COLLEGES AND UNIVERSITIES**

**Minnesota State Community and Technical College**

THIS AGREEMENT is made and entered into this _____ day of _____, 2026, by and between the City of Fargo, a North Dakota municipal corporation ("City") and the Board of Trustees of the Minnesota State Colleges and Universities acting on behalf of Minnesota State Community and Technical College (hereinafter "Minnesota State").

WHEREAS, the parties desire to increase transit system participation by students, faculty and staff so as to reduce vehicle congestion in the college area.

NOW, THEREFORE, it is agreed:

1. DUTIES

   a. THE CITY'S DUTIES.

   All enrolled Minnesota State students regardless of full or part-time status, class standing, or location of residence shall be authorized to ride any fixed route within the Fargo-Moorhead Metropolitan Area Transit system free of charge This service is referred to as the "U-Pass Program", or simply as "U-Pass." To be eligible for participation, students must swipe a current Minnesota State College ID at the time of boarding.

   In addition, the City will work with Minnesota State shortly after the 30th class day of each semester to ensure that only currently enrolled students are being allowed free bus access and students no longer enrolled are being blocked from free bus access.

   b. MINNESOTA STATE'S DUTIES. Minnesota State shall:

   Minnesota State shall work with the City shortly after the 30th class day of each semester to ensure that only currently enrolled students are being allowed free bus access and students no longer enrolled are being blocked from free bus access.

2. CONSIDERATION AND TERMS OF PAYMENT.

   a. Consideration for all services performed by the City pursuant to this Agreement shall be paid by Minnesota State as follows:

   Upon receiving invoices, Minnesota State will pay the City of Fargo five thousand four hundred thirty-two dollars and sixty-nine cents ($5,432.69) on November 1, 2026, five thousand four hundred thirty-two dollars and sixty-nine cents ($5,432.69) on March 1, 2027.

3. CONDITIONS OF PAYMENT. All services provided by the City pursuant to this Agreement must be performed in accordance with reasonable standards expected of a transit provider. Minnesota State's Authorized Representative may review and reasonably determine whether the services meet such standard. If Minnesota State determines that any portion of the services does not meet the requirements, the City shall be given a reasonable opportunity to correct or complete the services before any payment may be withheld.

4. TERMS OF AGREEMENT. This Agreement shall be effective August 24, 2026, or upon the date that the final required signature is obtained by the City, whichever occurs earlier, and shall remain in effect until August 23, 2027, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.

5. CANCELLATION. This Agreement may be cancelled by either party at any time, with or without cause, upon thirty (30) days written notice to the other party. In the event of such a cancellation, the party providing work or services to the other party shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

6. AUTHORIZED REPRESENTATIVES.

   a. The City's Authorized Representative for the purposes of administration of this Agreement is:

      Name and Title: Jordan Smith, Transit Director
      Address: Metro Transit Garage, 650 23rd Street North, Fargo, ND 58102
      Telephone: 701-476-5940
      E-Mail: jmsmith@fargond.gov
      Fax: 701-241-8150

   b. Minnesota State's Authorized Representative for the purpose of administration of the Agreement is:

      Name and Title: Suzie Lundsten
      Address: 1900 28th Avenue S, Moorhead, Minnesota, 56560
      Telephone: 218-299-6529
      E-Mail: suzie.lundsten@minnesota.edu

   Each Authorized Representative shall have final authority for acceptance of services of the other party and shall have responsibility to ensure that all payments due to the other party are made pursuant to the terms of this Agreement.

7. ASSIGNMENT. Neither party shall assign nor transfer any rights or obligations under this Agreement without the prior written consent of the other party.

8. AMENDMENTS. Any amendments to this Agreement shall be in writing, and shall be executed by the same parties who executed the original agreement, or their successors in office.

9. LIABILITY. Each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Minnesota State's liabilities shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Chapter 3.736, and other applicable law.

10. PUBLICITY. Any publicity given the program, publications, or services provided resulting from this Agreement, including, but not limited to, notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for either party, or its employees individually or jointly with others, or any subcontractors shall not be released prior to approval by the other party's authorized representative.

11. FERPA. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and 34 C.F.R. 99, apply to the use and disclosure of education records that are created or maintained under this agreement.

12. OTHER PROVISIONS.

    NONE

The rest of this page intentionally left blank. Signature page to follow.

IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby.

APPROVED:

1. **CITY OF FARGO**
   City of Fargo, North Dakota

| |
|---|
| By (authorized signature) |
| Title Josh Boschee, Mayor |
| Date |

2. **ATTEST**

| |
|---|
| By (authorized signature) |
| Title City Auditor |
| Date |

3. **MINNESOTA STATE COLLEGES AND UNIVERSITIES**
   Minnesota State Community and Technical College

| |
|---|
| By (authorized signature) |
| Title |
| Date |

4. **AS TO FORM AND EXECUTION**

| |
|---|
| By (authorized college/university/system office initiating agreement) |
| Title |
| Date |

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REPORT OF ACTION

## UTILITY COMMITTEE

Project No. WA2505 Type: Settlement Agreement and Release

Location: Core Neighborhoods – Lead Service Line Replacement Project 2026-03

Date of Hearing: 11/04/2026

| Routing | Date |
|---|---|
| City Commission | 11/09/2026 |
| Project File | |

Troy Hall, Water Utility Director, presented the attached cover memo and proposed Settlement Agreement and Release with Capital Exteriors for Project WA2505. This is for Lead Service Line Replacement (LSLR) during the 2026 construction season. Project WA2505 construction under Capital Exterior's was late for both Substantial Completion and Final Completion, which is subject to Liquidated Damages (LDs). A settlement of $30,000 to cover LDs and close out the project was negotiated with Capital Exteriors. A future Final Balancing Change Order will be brought forward requesting approval in the future to true-up bid quantities, allowing for project close out. The final payment will be reduced by the negotiated $30,000 to close out Project WA2505.

**MOTION:**

On a motion by Chad Peterson, seconded by Scott Olson, the Utility Committee voted to approve the Settlement Agreement and Release with Capital Exteriors for Project WA2505.

| COMMITTEE: | Present | Yes | No | Unanimous |
|---|---|---|---|---|
| | | | | X |
| Chad Peterson, City Commissioner | X | | | |
| Michael Redlinger, City Administrator | | | | |
| ~~Susan Thompson, Finance Director~~ (Wyatt P.) | X | | | |
| Brian Ward, Water Plant Supt. | | | | |
| Mark Miller, Wastewater Plant Supt. | X | | | |
| Bruce Grubb, Temp. Asst. City Administrator | X | | | |
| Alan Lee, City Forester | X | | | |
| James Hausauer, Water Recl. Utility Director | X | | | |
| Troy Hall, Water Utility Director | X | | | |
| Ben Dow, Public Works Operations Director | X | | | |
| Tom Knakmuhs, City Engineer | X | | | |
| Dan Portlock, Assistant Water Utility Director | X | | | |
| Scott Olson, Solid Waste Utility Director | X | | | |

ATTEST:

Dan Portlock, PE
Assistant Water Utility Director

C: Josh Boschee, Mayor
Commissioner Strand
Commissioner Gullickson
Commissioner Turnberg

THE CITY OF Fargo FAR MORE | WATER

WATER TREATMENT FACILITY
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469
FargoND.gov

**MEMORANDUM**
October 30, 2026

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**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director TBH

**Re:** Project WA2505 – Capital Exteriors – Settlement Agreement and Release

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Attached is a proposed Settlement Agreement and Release with Capital Exteriors (Capital) under Project WA2505 – Lead Service Line Replacement (LSLR). For the overall LSLR project in the City of Fargo, the Water Utility adopted a similar approach to Liquidated Damages (LDs) that is used by the Engineering Department. The LDs begin to calculate once a contractor misses a completion milestone date. For Project WA2505, Capital was late for project delivery. The attached settlement was agreed upon by both the Water Utility and Capital. Therefore, it is now recommended for approval. If the Settlement Agreement and Release is fully approved by the Fargo City Commission, it will allow for project closeout. This settlement will be approximately cost neutral to the City of Fargo.

## Plan of Financing

This Settlement Agreement and Release will reduce the amount paid to Capital Exteriors for WA2505 by $30,000. This will result in the project being approximately cost-neutral in recovering addition expenses to the City of Fargo due to late project delivery.

**SUGGESTED MOTION:**

Approve Settlement Agreement and Release with Capital Exteriors under Project WA2505 for Lead Service Line Replacement.

Your consideration in this matter is greatly appreciated.

# SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter "Agreement") is made and entered into by and between the City of Fargo, a North Dakota municipality ("City"), and Capital Exteriors, Inc., a North Dakota corporation ("Capital Exteriors"). The above-named parties shall be collectively referred to herein as "the Parties."

## RECITALS

**A.** The City and Capital Exteriors entered into a contract for Water Service Replacement Project 2026-02 (WA2505), which consisted of replacement of lead water service lines for homeowners within the City of Fargo, and associated work (the "Project").

**B.** The effective date of the contract between the City and Capital Exteriors for the Project was May 11, 2026, (the "Contract"). The Notice to Proceed was sent on May 12, 2026. The Contract provided an original substantial completion date of July 10, 2026, with a final completion date of July 31, 2026. A Work Change Directive added 5 days. Another Work Change Directive added 14 days for 1449 4th Avenue South only. The substantial completion date was extended to July 15, 2026, and the final completion date to August 5, 2026. The final completion date for the property at 1449 4th Avenue South was extended to September 9, 2026.

**C.** The Contract included provisions for the City to recover liquidated damages for each day that expired beyond the substantial and final completion dates stated in the Contract.

**D.** Capital Exteriors did not complete the Project by the substantial completion date or final completion date provided in the Contract and Work Change Directives. The City contends it is owed liquidated damages. Capital Exteriors disputes the City is owed liquidated damages.

**E.** A dispute arose between the City and Capital Exteriors regarding the amount of final payment, liquidated damages, cause of delays, and other related matters.

**F.** The Parties disagree as to the validity, extent, and amount of the claims and wish to avoid the uncertainty, expense, and delay of litigation or other dispute resolution proceedings.

**G.** The Parties now desire to enter into this Agreement to provide for a comprehensive and complete settlement and discharge of all claims and defenses which any party made or could have made by reason of the events described above and upon the terms and conditions set forth below.

## AGREEMENT

The Parties agree as follows:

**1.0 Release and Discharge**

**1.1** In consideration of the financial terms set forth below, Capital Exteriors hereby releases and forever discharges, the City, its insurers, agents, representatives and employees, from any and all past, present, and future claims, demands, obligations, actions, causes of action, rights, damages, costs, interest, attorney's fees, expenses and compensation of any nature whatsoever related to the Project and the Contract, which Capital Exteriors might have brought against the City and which could, in any way, arise out of the events described in the Recitals above.

**1.2** In consideration of the financial terms set forth below, the City hereby releases and forever discharges Capital Exteriors, its directors, officers, members, governors, agents, representatives, and employees, from any and all past, present, and future claims, demands, obligations action, causes of action, rights, damages, costs, interest, attorney's fees, expenses and compensation of any nature whatsoever related to the Project and the Contract, which the City might have brought against Capital Exteriors and which could, in any way, arise out of the events described in the Recitals above.

Provided, however, that the Parties hereby mutually agree that this release shall not extend to any warranty work Capital Exteriors is obligated to complete under the terms of the Project and/or Contract. The Parties further mutually agree that this release does not extend to any other contracts or projects which may exist between the Parties at the time of the effective date of this Agreement.

**1.3** The Parties acknowledge and agree that the release and discharge set forth above is a waiver of all claims and defenses the Parties might have asserted, and a general release regarding causes of action they might have brought regarding the events described in the above Recitals, including any obligation to pay damages, attorney's fees, and costs. It is understood and agreed by the Parties that this settlement is a compromise reached in order to resolve the disputes described in the Recitals above.

**1.4** The Parties waive the provisions of N.D.C.C. § 9-13-02, or any similar or other applicable state or federal statute or regulation, which provides that a general release does not extend to claims a creditor does not know or suspect to exist in its favor at the time of executing the release, which if known by it, would have materially affected the settlement with the debtor.

**1.5** **This Agreement is entered solely for the purpose of compromising disputed claims and avoiding the expense and uncertainty of litigation. Nothing contained in this Agreement shall be construed as an admission by either of the Parties of any liability or breach of the Contract.**

**2.0 Financial Terms**

**2.1** The City shall retain the total amount of Thirty Thousand Dollars and No Cents ($30,000.00) from the final Contract amount, such amount shall comprise the City's liquidated damages incurred by delays in completion of the Project. The City shall retain the liquidated damages amount from the final pay application processing. The remaining amount owed to Capital Exteriors under the Contract, including retainage and subject to final adjustments as provided therein, shall be processed through a final pay application and issuance of funds to Capital Exteriors coordinated by the City Finance Department and Houston Engineering, Inc., as the City's representative (the "Close Out Payment"). The Close Out Payment will be issued to Capital Exteriors within ten (10) days following final approval of this Agreement by the Fargo City Commission and signature by the Mayor. A final change order showing the adjusted final payment to close out the Project shall be included with the Close Out Payment. No other payments shall be made by the City to Capital Exteriors.

**2.2** Any statutory liens or encumbrances, including but not limited to mechanic's liens, materialman's liens, and construction liens, which Capital Exteriors may have been permitted to file or record against the Project are hereby released and forever discharged. If any subcontractor of Capital Exteriors asserts liens or encumbrances against any of the properties included within the Project, Capital Exteriors hereby agrees to immediately discharge the liens, defend and indemnify the City and any impacted homeowners, and bear all costs and expenses of securing the release of such liens.

**3.0 Completion of Warranty Work**

Capital Exteriors hereby acknowledges and agrees that it will complete warranty work on the Project as required by the terms and conditions of the Contract. Capital Exteriors will also complete any outstanding punch list items, including verification of electrical grounding as required by the Contract.

**4.0 Representation of Comprehension of Document**

In entering into this Settlement Agreement and Release, the Parties represent that they have relied upon the advice of their attorneys, who are attorneys of their own choice, concerning the legal consequences of this Agreement; that the terms of this Agreement have been completely read and explained by their attorneys; and that the terms of this Agreement are fully understood and voluntarily accepted.

**5.0 Warranty of Capacity to Execute Agreement**

Capital Exteriors represents and warrants that no other person or entity has any interest in the Contract, rights to payment, claims, or defenses referred to in this Agreement, and that Capital Exteriors has the sole right and exclusive authority to execute this Agreement and receive the sum specified herein.

**6.0 Governing Law**

This Agreement shall be construed and interpreted in accordance with the laws of the State of North Dakota.

**7.0 Additional Documents**

The Parties agree to cooperate fully and approve and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.

**8.0 Entire Agreement and Successors in Interest**

This Settlement Agreement and Release contains the entire agreement between Capital Exteriors, its directors, officers, members, governors, agents, representatives, and employees, and the City of Fargo, its insurers, employees, agents and representatives with regard to the matters set forth in it and shall be binding upon and inure to the benefit of the beneficiaries, executors, administrators, personal representatives, heirs, successors and assigns of each. This Agreement may not be amended, modified, or supplemented except by a written instrument signed by both Parties.

**9.0 Effectiveness**

This Settlement Agreement and Release shall become effective immediately following execution by each of the Parties. Notwithstanding the foregoing releases, nothing in this Agreement shall release or discharge the Parties from their respective obligations hereunder or preclude either party from bringing an action to enforce the terms of this Agreement.

**THIS IS A RELEASE. READ BEFORE SIGNING.**

**Dated:** 10/22/26

**Capital Exteriors, Inc.**

By: Jon Roise

Its: President

**Dated:**

**City of Fargo**
By: Joshua Boschee
Its: Mayor

ATTEST:

Angie Bear
Deputy Auditor on behalf of City Auditor
5

REPORT OF ACTION (26)

**UTILITY COMMITTEE**

Project No. WA2403 Type: Amendment to AE2S Task Order

Location: Core Neighborhoods – Overall Lead Service Line Replacement Project

Date of Hearing: 11/04/2026

| Routing | Date |
|---|---|
| City Commission | 11/09/2026 |
| Project File | |

Troy Hall, Water Utility Director, presented Amendment No. 1 to AE2S Task Order No. 38. This is related to engineering and consulting services related to the overall Lead Service Line Replacement (LSLR) project, which will consist of many construction bids. The proposed amendment is to increase the task order not-to-exceed amount by $50,000. This task order is 66.5% grant eligible under the Drinking Water State Revolving Fund (DWSRF) program. The DWSRF program has several federal requirements that need to be met. Originally approved on January 15, 2025, this task order helped meet DWSRF requirements through the 2026 construction season. DWSRF reimbursement (grant and loan) for engineering and construction requires State Historic Preservation Office (SHPO) clearance. SHPO clearance is not optional. With this task order, Melcalf Archaeological Consultants is a sub-consultant and helps with SHPO clearance.

**MOTION:**

On a motion by Ben Dow, seconded by Jim Hausauer, the Utility Committee voted to approve Amendment No. 1 to AE2S Task Order No. 38 to increase the not-to-exceed amount by $50,000 for the overall Lead Service Line Replacement project.

| COMMITTEE: | Present | Yes | No | Unanimous |
|---|---|---|---|---|
| | | | | X |
| Chad Peterson, City Commissioner | X | | | |
| Michael Redlinger, City Administrator | | | | |
| ~~Susan Thompson, Finance Director~~ (Wyatt P.) | X | | | |
| Brian Ward, Water Plant Supt. | | | | |
| Mark Miller, Wastewater Plant Supt. | X | | | |
| Bruce Grubb, Temp. Asst. City Administrator | X | | | |
| Alan Lee, City Forester | X | | | |
| James Hausauer, Water Recl. Utility Director | X | | | |
| Troy Hall, Water Utility Director | X | | | |
| Ben Dow, Public Works Operations Director | X | | | |
| Tom Knakmuhs, City Engineer | X | | | |
| Dan Portlock, Assistant Water Utility Director | X | | | |
| Scott Olson, Solid Waste Utility Director | X | | | |

ATTEST:

Dan Portlock, PE
Assistant Water Utility Director

C: Josh Boschee, Mayor
Commissioner Strand
Commissioner Gullickson
Commissioner Turnberg

THE CITY OF Fargo FAR MORE | WATER

WATER TREATMENT FACILITY
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469
FargoND.gov

**MEMORANDUM**
October 30, 2026

---

**To:** Utility Committee

**From:** Troy B. Hall, Water Utility Director TBH

**Re:** Amendment No. 1 to AE2S Task Order No. 38 – LSLR Program Management

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Attached, please find a proposed amendment to Task Order No. 38 with AE2S for engineering services related support for the overall Fargo Lead Service Line Replacement (LSLR) project. This task order amendment is in the amount of $50,000, bringing the total to $104,600. Task Order No.38 was originally approved on January 15, 2025 and allowed us to complete LSLR through the 2026 construction season. One of the very critical items this task order is used for is State Historic Preservation Office (SHPO) clearance. A SHPO review and addressing any SHPO concerns is required to allow LSLR construction and receive federal funding. The SHPO review process can take several months and we lost the entire 2025 construction season due to this federal funding requirement.

Also attached is a proposal from Metcalf Archaeological Consultants (Metcalf). Metcalf is a subconsultant under Task Order No. 38. Metcalf assists in preparing information for review by SHPO. Approval of this amendment will allow the preparation of information for a SHPO review to allow construction in 2027, among other LSLR related work. For the SHPO review, there is some back-to-forth because the LSLR project areas in Fargo are so large and complex. Therefore, SHPO clearance can take several months. Bidding and construction for 2027 LSLR cannot be started without this review.

The overall LSLR project is under a federal Drinking Water State Revolving Fund (DWSRF) loan with 66.5% loan forgiveness (grant) funding available under a federal Bipartisan Infrastructure Law (BIL). The Water Utility has a goal of removing nearly all Lead Service Lines by year end 2029.

## Plan of Financing

The Lead Service Line Replacement (LSLR) project is under a Drinking Water State Revolving Fund (DWSRF) loan with 0.5% interest and 66.5% Loan Forgiveness (grant) applied. This task order amendment is reimbursable under the loan and 66.5% grant funding eligible. The LSLR project is in the Water Utility budget and Capital Improvement Plan (CIP).

## SUGGESTED MOTION:

Approve Amendment No. 1 to Task Order No. 38 with AE2S to increase not-to-exceed amount an additional $50,000 for assistance with the Lead Service Line Replacement project and to help comply with federal Drinking Water State Revolving Fund (DWSRF) requirements.

Your consideration in this matter is greatly appreciated.

AE2S PROJECT NO.: P00803-2024-024

# AMENDMENT TO TASK ORDER No. 38
Amendment No. **1**

| | |
|---|---|
| Effective Date of Task Order: | **January 21, 2025** |
| Owner: | **City of Fargo Enterprise Utilities (Water Utility)** |
| Engineer: | **Advanced Engineering and Environmental Services, LLC** |
| Specific Project: | **Fargo Lead Service Line Replacement (LSLR) Program Management (2025)** |

**Nature of Amendment:**

- **X** Modifications to services performed by Engineer
- **X** Modification of payment to Engineer
- **X** Modifications to time(s) for rendering services

**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:

- Perform additional archeological reviews per comments received from SHPO.
- Provide additional fee for Engineer to provide on-call LSLR Program support and administrative services as requested by the Owner.

b. For the modifications to services set forth above, Owner shall pay Engineer the following additional compensation on an hourly basis, not to exceed $50,000 without written authorization from Owner.

c. The schedule for rendering services under this Amendment is modified as follows:

- to be completed on or before December 31, 2027.

**Agreement Summary:**

| | |
|---|---|
| Original agreement amount: | $ 54,600.00 |
| Net change for prior amendments: | $ 0.00 |
| This amendment amount: | $ 50,000.00 |
| Adjusted Agreement amount: | $ 104,600.00 |

The foregoing Task Order Summary is for reference only and does not alter the terms of the Task Order, including those set forth in Article 4 of the Agreement.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Task Order not modified by this or previous Amendments remain in effect.

The Effective Date of this Amendment is November 4, 2026.

| **OWNER:** | **ENGINEER:** |
|---|---|
| City of Fargo Enterprise Utilities (Water Utility) | Advanced Engineering and Environmental Services, LLC |
| **By:** | **By:** |
| **Date:** | **Date:** |
| **Name:** Troy B. Hall<br>**Title:** Water Utility Director | **Name:** Ryan Grubb<br>**Title:** Operations Manager |

Metcalf
ARCHAEOLOGICAL CONSULTANTS
A Terracon Company

## SCOPE OF WORK FOR:

Fargo Phase 3 Lead Service Line Desktop Review
Advance Engineering and Environmental Services, LLC
Fargo, North Dakota
August 19, 2026

## DESCRIPTION AND PROJECT UNDERSTANDING

Advance Engineering and Environmental Services (AE2S) will be working to replace existing lead service lines throughout the city of Fargo, North Dakota. The objective of the project is to replace existing lead water pipelines, and the plan is to utilize the State Revolving Fund (SRF) funding. The North Dakota Department of Environmental Quality (DEQ) delegated authority from the Environmental Protection Agency (EPA) is the lead agency. As part of the project the North Dakota State Historic Preservation Office (ND SHPO) has requested that an in-depth desktop review, including specific information about the architectural styles in the project area, particularly for those resources recommended as eligible for the National Register of Historic Places (NRHP) or recommended as contributing to a potential historic district expansion. Metcalf Archaeological Consultants, a Terracon Company (Metcalf) will provide a Class I Literature Review to assist in the determination for the need for further cultural resource work or monitoring, particularly in sensitive areas, by DEQ and ND SHPO. Metcalf has prepared this Scope of Work and cost estimate for the project.

## SERVICES TO BE PERFORMED

The scope of work for the services to be performed is as follows:

### Project Management

Project management for this effort includes planning, organizing, and directing resources to meet project objectives from initiation through completion. The Project Manager oversees daily coordination, maintains communication between AE2S, DEQ, ND SHPO, and Metcalf, and ensures compliance with the Scope of Work and budget. Responsibilities also include identifying and addressing issues, delegating tasks, and securing appropriate staffing in collaboration with the Regional Project Coordinator. Dierdre Bostyan will serve as the Project Manager.

Project administration includes managing billing, invoices, and budget tracking, supported by administrative staff who coordinate logistics such as lodging, vehicles, and supplemental communication needs. Internal team meetings will be held at project kickoff and as needed throughout the project. Quality Control/Quality Assurance will be managed through Metcalf's two-tiered review process—technical review by subject matter experts and management review—to ensure the documentation meets federal, state, and client standards.

## Class I Literature Review

Metcalf will perform a Class I Literature Review (Class I) of the site and manuscript files at the State Historical Society of North Dakota (SHSND). The search will include an additional block around the proposed project area to obtain cultural resource data that are already on record for the immediate area. Metcalf will map the results of the Class I using ArcGIS (NAD83) and will include those sites, site leads, isolated finds, and previously conducted inventories that are within or adjacent to the proposed project area.

The data will be utilized as part of desktop review. Combined with a review of the historic aerial photographs, topographic maps, and GLO maps, this review will also include a description of the physiographic area, soils, previous disturbance, the potential for unknown resources in the area, and recommendations from an SOI qualified archaeologist for further work as applicable under the current regulations. The literature review and recommendation will be used by the DEQ and ND SHPO to decide whether an archaeological survey is needed. If further work is recommended, Metcalf can provide a change order for the additional scope.

### Proposed Estimate for Intensive and In Depth Desktop Study: $10,500

## Summary of Project Deliverables

- Emailed updates, every two weeks
- One draft Class I Desktop Study for review
- One final Class I Desktop Study to submit to DEQ and ND SHPO
- Invoicing will be submitted upon the submission of the Desktop Study

## Project Assumptions

In preparing this scope of work, Metcalf has made the following assumptions:

- ND SHPO will provide shapefiles of the previously recorded sites and surveys
- No more than one round of revisions will be requested for the final report

## Items not Covered by this Scope of Work

- Tasks or services not specifically discussed in this scope of work
- If Class III pedestrian work is required, a separate estimate will be provided
- Evaluation and assessment of architectural sites
- Tribal consultation

Thank you very much for considering us for this work. If you have questions or need additional information, please do not hesitate to contact me by email or phone.

Sincerely,

Dierdre Bostyan
Project Manager
dbostyan@metcalfarchaeology.com
701-355-5675 office
701-426-9537 mobile

Damita Engel
Authorized Project Reviewer
Manager Regional Services, Cultural Resources
dengel@metcalfarchaeology.com
701-258-1215 office
701-214-1335 mobile

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REPORT OF ACTION

**UTILITY COMMITTEE**

Project No. WA2509 Type: Change Order #2

Location: Core Neighborhoods – Lead Service Line Replacement Project 2026-06

Date of Hearing: 11/04/2026

| Routing | Date |
|---|---|
| City Commission | 11/09/2026 |
| Project File | |

Dan Portlock, Assistant Water Utility Director, presented Change Order No. 2 for Project WA2509, Lead Service Line Replacement Project 2026-06. The change order is a final balancing change order in the amount of $103,612.50. During construction, several bid item quantities were adjusted to reflect the actual quantities of work completed and installed in the field. These adjustments were necessary due to differences between the estimated quantities included in the original contract and the actual quantities required to complete the project. The additional crew hours associated with WCD #2 were necessary due to the significantly expanded scope of work, which required a larger excavation area and repairs due to more than one leak on the water service line.

**MOTION:**

On a motion by Thomas Knakmuhs, seconded by Scott Olson, the Utility Committee voted to approve the change order No. 2 for project number WA2509 in the amount of $103,612.50.

| COMMITTEE: | Present | Yes | No | Unanimous |
|---|---|---|---|---|
| | | | | X |
| Chad Peterson, City Commissioner | X | | | |
| Michael Redlinger, City Administrator | | | | |
| ~~Susan Thompson, Finance Director~~ (Wyatt P.) | X | | | |
| Brian Ward, Water Plant Supt. | | | | |
| Mark Miller, Wastewater Plant Supt. | X | | | |
| Bruce Grubb, Temp. Asst. City Administrator | X | | | |
| Alan Lee, City Forester | X | | | |
| James Hausauer, Water Recl. Utility Director | X | | | |
| Troy Hall, Water Utility Director | X | | | |
| Ben Dow, Public Works Operations Director | X | | | |
| Tom Knakmuhs, City Engineer | X | | | |
| Dan Portlock, Assistant Water Utility Director | X | | | |
| Scott Olson, Solid Waste Utility Director | X | | | |

ATTEST:

Dan Portlock, PE
Assistant Water Utility Director

C: Josh Boschee, Mayor
Commissioner Strand
Commissioner Gullickson
Commissioner Turnberg

THE CITY OF Fargo FAR MORE

**Water Treatment Plant**
435 14th Avenue South
Fargo, ND 58103
Office: 701.241.1469 | Fax: 701.241.8110
www.FargoND.gov

MEMORANDUM
October 30th, 2026

---

**To:** Utility Committee

**From:** Dan Portlock, PE Assistant Water Utility Director

**Re:** WA2509 Change Order #2, Final Balancing Change Order for LSLR project 2026-06

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Please find proposed Change Order No. 2 in the amount of $103,612.50 which covers quantity adjustments associated with the work completed during this project and additional crew hours associated with WCD #2.

During construction, several bid item quantities were adjusted to reflect the actual quantities of work installed in the field. These adjustments include, but are not limited to, site restoration, private water service, concrete, and several other project line items. The additional crew hours associated with WCD #2 were necessary due to the significantly expanded scope of work, which required a larger excavation area and repairs due to more than one leak on the service line.

During the bidding phase, it was anticipated that the contractor would utilize the pulling method for the installation of service lines. However, the contractor has utilized boring methods for essentially all of the service line installations. As a result, the actual quantities differ significantly from the original bid estimates, particularly for the site restoration and boring/pulling bid items. The proposed adjustments account for these differences and reconcile the contract quantities with the actual construction methods and quantities used in the field.

## Plan of Financing

The costs for this change order are eligible for 66.5% grant from the DWSRF Loan program. The LSLR project is in the budget and part of the Capital Improvement Plan (CIP) for the water utility.

**SUGGESTED MOTION:**

Approve Change Order #2 with Johnson and Schock Excavating LLC in the amount of $103,612.50.

Your consideration in this matter is greatly appreciated.

HOUSTON engineering, inc

# CHANGE ORDER NO. 2

Project Name: Water Service Replacement Project 2026-06

Contract dated: 06/08/2026

Owner: City of Fargo

To: Johnson & Schock Excavating, LLC
4080 98th Avenue South
Fargo, ND 58104

HEI Project No. 6059-0211

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

**Description of Change:**

Final balancing change order to balance out the remaining quantities for work installed/performed.

| Item No. | Description | | Unit | Bid Qty. | Bid Qty Plus CO Qty | Qty Change | Unit Price | Adjustment |
|---|---|---|---|---|---|---|---|---|
| 1 | SPECIAL | Site Mobilization | EA | 52 | 52 | 0 | $ 500.00 | $ - |
| 2 | SPECIAL | Public Water Service, Bored or Pulled, 1" Dia Water Service | LF | 191 | 192.5 | 1.5 | $ 122.00 | $ 183.00 |
| 3 | SPECIAL | Private Water Service, Bored or Pulled, 1" Dia Water Service | LF | 1678 | 2310 | 632 | $ 122.00 | $ 77,104.00 |
| 4 | 1400-PN5X-D0010 | Public Water Service, F&I Pipe 1" Dia Water Service | LF | 48 | 10 | -38 | $ 80.00 | $ (3,040.00) |
| 5 | 1400-PN5X-D0010 | Private Water Service, F&I Pipe 1" Dia Water Service | LF | 168 | 0 | -168 | $ 80.00 | $ (13,440.00) |
| 6 | 1400-RW20-D0010 | Rem & Repl CS & Box 1" Dia | EA | 13 | 23 | 10 | $ 800.00 | $ 8,000.00 |
| 7 | 1400-SH20-00000 | Connect Water Service | EA | 13 | 14 | 1 | $ 3,000.00 | $ 3,000.00 |
| 8 | 1400-SY20-00000 | Eliminate Water Service | EA | 1 | 14 | 13 | $ 3,000.00 | $ 39,000.00 |
| 9 | SPECIAL | Connect Water Service to Meter | EA | 49 | 48 | -1 | $ 1,800.00 | $ (1,800.00) |
| 10 | SPECIAL | Site Restoration | SY | 520 | 880.7 | 360.7 | $ 85.00 | $ 30,659.50 |
| 11 | 4100-0010-XT001 | Traffic Control | LS | 1 | 1 | 0 | $ 2,000.00 | $ - |
| 12 | 2100-RW50-00000 | Rem & Repl Curb & Gutter | LF | 156 | 138.2 | -17.8 | $ 100.00 | $ (1,780.00) |
| 13 | 2100-VW7C-K0070 | Rem & Repl Pavement 7" Thick Reinf Conc | SY | 160 | 131.2 | -28.8 | $ 110.00 | $ (3,168.00) |
| 14 | 2300-AW7C-K0040 | Rem & Repl Sidewalk 4" Thick Reinf Conc | SY | 240 | 69.7 | -170.3 | $ 95.00 | $ (16,178.50) |
| 15 | 2300-DW7C-K0060 | Rem & Repl Driveway 6" Thick Reinf Conc | SY | 250 | 19.6 | -230.4 | $ 110.00 | $ (25,344.00) |
| 16 | SPECIAL | Sanitary Sewer Service Televising | EA | 104 | 102 | -2 | $ 250.00 | $ (500.00) |
| 17 | SPECIAL | Water Meter Relocation | LF | 245 | 0 | -245 | $ 50.00 | $ (12,250.00) |
| 18 | SPECIAL | Primary Electrical Grounding Systems Installation | EA | 13 | 7 | -6 | $ 980.00 | $ (5,880.00) |
| 19 | SPECIAL | Reconnection of Water Service Electrical Jumper Cable | EA | 36 | 42 | 6 | $ 450.00 | $ 2,700.00 |
| 20 | SPECIAL | Sewer Service Repair | EA | 13 | 10 | -3 | $ 500.00 | $ (1,500.00) |
| 21 (New) | SPECIAL | Work Change Directive 1 | LS | | 1 | 1 | $ 28,000.00 | $ 28,000.00 |
| 22 (New) | SPECIAL | Work Change Directive 2 | LS | | 1 | 1 | $ 13,017.00 | $ 13,017.00 |
| 23 (New) | SPECIAL | Crew Hours (WCD 2) | HR | | 8 | 8 | $ 900.00 | $ 7,200.00 |
| 24 (New) | SPECIAL | Eagle River Vac Truck (WCD 2) | LS | | 1 | 1 | $ 1,700.00 | $ 1,700.00 |
| 25 (New) | SPECIAL | Extra Asphalt (WCD 2) | SY | | 4 | 4 | $ 300.00 | $ 1,200.00 |
| 26 (New) | SPECIAL | Casting | EA | | 2 | 2 | $ 349.75 | $ 699.50 |
| 27 (New) | SPECIAL | Curb Box | EA | | 4 | 4 | $ 332.50 | $ 1,330.00 |
| 28 (New) | SPECIAL | Crew Hours | HR | | 3 | 3 | $ 900.00 | $ 2,700.00 |
| | | | | | | | Net Change Order Increase: | $ 131,612.50 |
| | | | | | | | Previous Change Order Increase: | $ 28,000.00 |
| | | | | | | | Net Increase this Change Order: | $ 103,612.50 |

Quantities shown are not necessarily pay quantities and are subject to change.

Original Contract Amount: $ 615,288.00

Contract Amount After Change Order 1: $ 643,288.00

Prior Change Orders: $ 28,000.00

This Change Order: $ 103,612.50

Total Contract Amount after this Change Order: $ 746,900.50

Approved: _____ Date: _____
(Owner)

Approved: _____ Date: 10/29/2026
(Engineer)

Approved: _____ Date: 10/29/2026
(Contractor)