

FARGO CITY COMMISSION AGENDA
Monday, December 15, 2008 - 5:00 P.M.

CITY COMMISSION MEETINGS ARE BROADCAST LIVE ON TV FARGO (Channel 99). They are rebroadcast at 7 p.m. each Thursday and again at 8:00 a.m. each Saturday and are also included in our video archive at www.cityoffargo.com/commission.

- A. Pledge of Allegiance.
- B. Roll Call.
- C. Approve Order of Agenda.
- D. Minutes (Regular Meeting, December 1, 2008).

* * * Consent Agenda - Approve the Following * * *

- a. 1st reading of an Ordinance Relating to Parking Tickets.
- b. Waive requirement to receive and file an Ordinance one week prior to 1st reading and 1st reading of an Ordinance Rezoning Certain Parcels of Land Lying in Erskine's Addition.
- c. 2nd reading, waive reading and final adoption of the following Ordinances; 1st reading, 12/1/08:
 - (1) Rezoning Certain Parcels of Land Lying in Maple Valley Addition.
 - (2) Amending Section 20-0302(E) of the Land Development Code Relating to Eligible Modifications for Planned Unit Development Proposals.
- d. Health Department 2008 and 2009 budget adjustments in the total amount of \$9,485 and contract with the American Heart Association, Midwest Affiliate, For the "Go Red" Campaign.
- e. Contract with the North Dakota Department of Health for Women's Way Program (CFDA #93.919).
- f. Personal Service Agreement with Orié A. Oksendahl, doing business as North Star Polygraph & Forensic Services, for polygraph services for the Police Department.
- g. Application filed by Helen Levitt for a 5-year property tax exemption for improvements made to a building at 714 24th Avenue South.
- h. Health Insurance Plan Amendment No. 5 effective 1/1/09.
- i. Amended Site Authorization for Red River Human Services Foundation at The Hub.
- j. Applications for Games of Chance:
 - (1) NDSU Hospitality Student Association for a raffle on 2/18/09.
 - (2) North American Game Warden Museum for a raffle on 3/8/09.
 - (3) Fargo South High School Athletics for raffles from 12/8/08 to 4/1/09.
 - (4) Washington Elementary School PTA for a raffle on 2/13/09.
 - (5) Washington Elementary School for a raffle on 2/13/09.
- k. Special Assessment Deferral Agreement with Stan Ryland along 25th Street South from 64th to 76th Avenues South.

Page 2 Accept proposals for interior office and library furnishings for the Main Library.

- m. Bid awards for chemicals for the Water Treatment Plant.
- n. Purchase of laboratory equipment for the Water Treatment Plant.
- o. First Amendment to Agreement with Cass Rural Water Users District extending the completion date for construction of the 64th Avenue South water tower.
- p. Final costs in connection with the Landfill gas compressor station upgrade project.
- q. Change Order No. 1 for an increase of \$8,031 for the Primary Clarifier No. 2 Rehabilitation at the Wastewater Treatment Plant.
- r. NDDOT Preliminary Engineering Agreement for Project No. 5839.
- s. Amendment to NDDOT Cost Participation and Maintenance Agreement for Improvement District No. 5530.
- t. Cost Share Agreement with the City of Moorhead for engineering and repair costs for Project No. 5852.
- u. Engineering Services Contract Amendments with Houston Engineering for Project No. 5031-2.
- v. Engineering Services Contract Amendment with Moore Engineering for Project No 5073-1.
- w. Engineering Services Contract Amendment with Houston Engineering for Project No. 5073-5.
- x. Final Balancing Change Order No. 1 for an increase of \$28,075.78 for Project No. 5802.
- y. Contract and bond for lighting work at the Ground Transportation Center.
- z. Contract and bond for Project No. 5854.
- aa. Bills.
- bb. Bid award concurrence for Phase 5 of Improvement District No. 5530.
- cc. Change Order No. 1 for an increase of \$91,482.34 for Improvement District No. 5758.

* * * Regular Agenda * * *

- 1. Resolutions regarding the issuance of Refunding Improvement Bonds, Series 2008E.
- 2. Request of the North Dakota Horse Park for a 36-month deferment of the special assessment taxes levied on their property.
- 3. Public Hearings - 5:15 p.m.:
 - a. Application filed by Appareo Systems, LLC for a property tax exemption for an expansion of their operation to a new location at 1810 NDSU Research Circle North where the applicant will develop portable consumer electronics combined with 3D graphics software.

- b. Asplin Third Addition; approval recommended by the Planning Commission on 11/12/08 (3010, 3030, 3050 and 3100 41st Street South):
 - (1) Petition requesting a zoning change from LC, Limited Commercial and AG, Agricultural to LC, Limited Commercial on the proposed Lot 3, Block 1, Asplin Third Addition.
 - (2) 1st reading of rezoning Ordinance.
 - (3) Plat of Asplin Third Addition.
- c. Petition requesting a zoning change from SR-2, Single-Dwelling to LC, Limited Commercial on Block 4, Laurence Yunker 1st Addition (2900 Broadway North).
 - (1) Continued from the 12/1/08 Regular Meeting.
 - (2) Approval recommended by the Planning Commission on 11/12/08.
 - (3) 1st reading of rezoning Ordinance.
- 4. Consider contract with John Olson to provide lobbying services for the City during the 2009 legislative session.
- 5. Request from Randy Thorson, President of Mr. G's, Inc. for a variance to the City's 30-day waiting period guideline for transfer of gaming operations.
- 6. Consider Amendment to "The Mayor's Committee on Site Access, 1991 Year End Report".
- 7. Consider Amendment to the Agreement for Transit Services with NDSU for an additional NDSU bus.
- 8. Consider Annexation and Extraterritorial Zoning Agreement between the City of Fargo and the City of West Fargo.
- 9. Recommendation for appointment of Fargo representatives to the Metro COG Policy Board for 2009.

PLEASE NOTE: Agenda items for the December 29, 2008 City Commission meeting must be submitted to the City Commission Office no later than **11:00 a.m. on WEDNESDAY, December 24, 2008.**

People with disabilities who plan to attend the meeting and need special accommodations should contact the Commission Office at 241-1310 or TDD 241-8258. Please contact us at least three business days in advance of public meetings to give our staff adequate time to make arrangements.

Minutes are available on the City of Fargo Web site at www.cityoffargo.com/commission

9

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 8-1606
OF ARTICLE 8-16 OF CHAPTER 8 OF THE FARGO MUNICIPAL CODE
RELATING TO PARKING TICKETS

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

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

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

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

Section 1. Amendment.

Section 8-1606 of Article 8-16 of Chapter 8 of the Fargo Municipal Code shall be amended to read as follows:

8-1606. Parking Tickets.--Any officer or representative of the police department who finds any motor vehicle located within the city at a place or in a condition which is at the time in violation of any of the provisions of article 8-10 (Parking Regulations) may affix a parking ticket to any portion of such motor vehicle. The parking ticket shall give notice in writing requiring the owner or person in possession of the motor vehicle to pay a parking fine in the amount as set forth in § 1-0305.

In the event the owner or person in possession of said motor vehicle disputes the validity of the parking ticket, such person shall be entitled to a review of the alleged violation by submitting a written request ~~therefor~~ thereof to the police department within five (5) days of the date of the issuance of the parking ticket. The review shall be conducted within five (5) days of the request by a person designated by the chief of police to conduct such proceedings.

If after a review of the parking ticket by a person designated by the chief of police the parking ticket is not voided, the owner or person in possession of the motor vehicle shall have five (5) days from the date of notification to pay the fine amount or request a

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 hearing in Fargo Municipal Court. Failure to timely pay the fine amount or request a
2 hearing will result in an increase in the fine/fee amount.

3 In the event the owner or person in possession of the motor vehicle requests a
4 hearing in Fargo Municipal Court he may do so by posting a bond with the Clerk of
5 Municipal Court in an amount equal to the dollar amount of the parking ticket. A copy of
6 the parking ticket review form completed at the time a written request is made to the
7 police department must be submitted to the Fargo Municipal Court at the time a hearing
8 is requested. The clerk of Fargo Municipal Court shall provide notice of the time and
9 place of the hearing. If after the hearing the Fargo Municipal Court makes a
10 determination of not guilty, any sums paid to Fargo Municipal Court shall be returned to
11 the person who requested the hearing. Sentencing upon a determination of guilt shall be
12 in accordance with the Fargo Municipal Code.

13 The parking ticket which is issued pursuant to this section shall include a notice that
14 the motor vehicle being tagged is subject to impoundment if the owner neither requests a
15 review, nor pays the fine within the time allotted or after the review, if the parking ticket is
16 determined to be valid.

17 The foregoing procedure as set forth in this section is not exclusive, but is in addition
18 to any other remedies or procedures provided by law.

19 Section 2. Effective Date.

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

22 _____
23 Dennis R. Walaker, Mayor

(SEAL)

Attest:

First Reading:
Second Reading:
Final Passage:

Steven Sprague, City Auditor

6

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN ERSKINES ADDITION TO THE CITY OF FARGO

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on November 12, 2008; and,

WHEREAS, the rezoning changes were approved by the City Commission on December 1, 2008,

NOW, THEREFORE,

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

Section 1. The following described property:

The South 51 feet of Lots One (1), Two (2), Three (3), Four (4) and Five (5); the South 51 feet of the South 101 feet of the West 8.4 feet of Lot Six (6); the Southern 70 feet of the East 16.6 feet of Lot Six (6); all of Lot Seven (7); and the West 8.4 feet of Lot Eight (8), Block SS, Erskines Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "NC", Neighborhood Commercial, District to "LC", Limited Commercial, District,

subject to a "CO", Conditional Overlay, District as follows:

The uses and standards of this "LC", Limited Commercial, District shall be limited to the Uses, Dimensional Standards and Additional Standards of a "NC", Neighborhood Commercial, District as set forth in Section 20-0209 of the Land Development Code, except subparagraphs D.6 and D.7 thereof, and further subject to the following:

1. Freestanding signs shall be limited to monument signs of a height no greater than 8-1/2 feet, measured from the ground level, and of a width no greater than 8 feet. A monument sign is defined as a sign in which the lowest portion of the sign itself, not including any

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

pole or support, has its base at ground level, said ground level being at grade with the rest of the property.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

- 2. The total amount of signage shall not exceed 150 square feet.
- 3. The provisions of the Fargo Sign Code (as authorized pursuant to Section 25-0307 of the Fargo Municipal Code) for a "LC", Limited Commercial, zoning district shall apply.

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

Dennis R. Walaker, Mayor

(SEAL)
Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

21

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE REZONING CERTAIN PARCELS OF LAND
LYING IN MAPLE VALLEY ADDITION TO THE CITY OF FARGO

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on November 12, 2008; and,

WHEREAS, the rezoning changes were approved by the City Commission on December 1, 2008,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots One (1) through Twenty (20) and Lots Twenty-three (23) through Thirty-six (36), Block Six (6), Maple Valley Addition to the City of Fargo, County of Cass and State of North Dakota,

is hereby rezoned from "SR-3", Single-Dwelling, District to "SR-4", Single-Dwelling, District.

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

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

Dennis R. Walaker, Mayor

(SEAL)
Attest:

Steven Sprague, City Auditor

First Reading:
Second Reading:
Final Passage:

07

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20-0302(E) OF CHAPTER 20 OF THE FARGO
MUNICIPAL CODE (LAND DEVELOPMENT CODE) RELATED TO ELIGIBLE
MODIFICATIONS FOR PLANNED UNIT DEVELOPMENT PROPOSALS

WHEREAS, the electorate of the City of Fargo has adopted a home rule charter in
accordance with Chapter 40-50.1 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 ordinance made pursuant thereto shall supercede 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.

Subsection E of Section 20-0302 of Article 20-03 of Chapter 20 (Land Development
Code) is hereby amended to read as follows:

20-0302 PUD, Planned Unit Development

* * *

E. Standards Eligible for Modification

The following otherwise applicable standards may be modified by the Board of City
Commissioners during the PUD Master Land Use Plan approval process. Standards not
listed are not eligible for modification.

1. Allowed Uses

The Board of City Commissioners shall establish the list of uses allowed in a PUD
zoning district during the PUD Master Land Use Plan approval process (See Sec. 20-

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

1 0908). ~~The Board of City Commissioners may approve only those uses allowed in the~~
2 ~~underlying base zoning district, provided that PUDs in MR-3 and more restrictive~~
3 ~~districts may include retail sales and service uses up to a ratio of 40 square feet per~~
4 ~~dwelling unit.~~

5 **2. Lot Size**

6 The minimum lot size standards of the underlying zoning district may be ~~reduced~~
7 modified by the Board of City Commissioners during the PUD review and approval
8 process.

9 **3. Residential Density**

10 The maximum density standards of the underlying zoning district may be ~~increased~~
11 modified by the Board of City Commissioners during the PUD review and approval
12 process.

13 **4. Setbacks**

14 The minimum setback standards of the underlying zoning district may be modified
15 ~~reduced~~ by the Board of City Commissioners during the PUD review and approval
16 process. ~~Unless otherwise expressly approved during the PUD review and approval~~
17 ~~process, buildings located on the periphery of the PUD must be set back a minimum of~~
18 ~~30 feet from the PUD district boundary. Setback standards imposed by the residential~~
19 ~~protection standards of Sec.20-0704 shall not be reduced.~~

20 **5. Height**

21 The maximum height limits of the underlying zoning district may be ~~increased~~
22 modified by the Board of City Commissioners during the PUD review and approval
23 process. ~~Height limits imposed by the residential protection standards of Sec. 20-0704~~
~~may not be increased.~~

6. Building Coverage

The maximum building coverage standards of the underlying zoning district may be ~~increased~~
modified by the Board of City Commissioners during the PUD review and
approval process.

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

7. Parking

The minimum off-street parking standards of the underlying zoning district may be modified by the Board of City Commissioners during the PUD review and approval process.

8. Landscaping

The minimum landscaping standards, including, without limitation, Street Tree, Ground Cover Planting, Open Space Landscaping and Parking Lot Perimeter standards of the underlying zoning district may be waived and/or altered by the Board of City Commissioners during the PUD review and approval process.

9. Residential Protection Standards

The residential protection standards of the LDC may be modified by the Board of City Commissioner during the PUD review and approval process and the residential protection standards shall apply to an approved PUD unless they are so modified.

Section 2 Penalty.

Every person, firm or corporation violating this ordinance shall be guilty of an infraction which shall be punished by a fine not to exceed \$500.00; the court to have power to suspend said sentence and to revoke the suspension thereof.

Section 3. Effective Date.

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

Dennis R Walaker, Mayor

(SEAL)

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

Attest:

First Reading:
Second Reading:
Final Reading:
Publication:

Steven Sprague, City Auditor

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23


Public Health

Prevent. Promote. Protect.

Fargo Cass Public Health

FARGO CASS PUBLIC HEALTH
 401 Third Avenue North
 Fargo, ND 58102
 Phone 701-241-1360
 Fax 701-241-8559
 www.cityoffargo.com/health

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS
FROM: RUTH BACHMEIER
DIRECTOR OF PUBLIC HEALTH
DATE: DECEMBER 8, 2008
RE: CONTRACT WITH AMERICAN HEART ASSOCIATION FOR
"GO RED" CAMPAIGN

The attached contract with American Heart Association, Midwest Affiliate is being provided to cover the cost of the "Go Red" campaign. The following budget adjustments would be needed to carry out this contract:

2008 Expenses

| | | |
|-----------|--------------------|--------|
| Marketing | 101-6035-451-34-20 | \$2160 |
|-----------|--------------------|--------|

2008 Revenue

| | | |
|----------------------------|--------------------|--------|
| American Heart Association | | |
| Misc Revenue | 101-0000-345-10-09 | \$2160 |

2009 Expenses

| | | |
|--------------------|--------------------|--------|
| Duplication/Copies | 101-6035-451-55-20 | \$ 165 |
| In State Travel | 101-6035-451-56-60 | \$1360 |
| Other Services | 101-6035-451-38-99 | \$5800 |

2009 Revenue

| | | |
|----------------------------|--------------------|--------|
| American Heart Association | | |
| Misc Revenue | 101-0000-345-10-09 | \$7325 |

Suggested Motion:

Move to approve the contract with American Heart Association, Midwest Affiliate to cover expenses of the "Go Red" campaign.

RB/la



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

FARGO CASS PUBLIC HEALTH
401 Third Avenue North
Fargo, ND 58102
Phone 701-241-1360
Fax 701-241-8559
www.cityoffargo.com/health



M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH BACHMEIER
DIRECTOR OF PUBLIC HEALTH

DATE: DECEMBER 11, 2008

RE: CONTRACT AMENDMENT WITH THE NORTH DAKOTA
DEPARTMENT OF HEALTH FOR WOMEN'S WAY PROGRAM
CONTRACT NO. PF08-190B CFDA No. 93.919

The attached contract amendment with the North Dakota Department of Health is for the Women's Way program.

No budget adjustment is required for this amended grant agreement.

Please feel free to call me if you have any questions at 241-1380.

Suggested Motion: Move to approve the North Dakota Department of Health contract amendment for the Women's Way program.

RB/LA
Enclosure

Contract No. PF08-190B

CFDA No. 93.919

North Dakota Department of Health
600 East Boulevard Ave-Dept. 301
Bismarck, ND 58505-0200

Contract Period
From July 1, 2008
Page 16

Through: June 30, 2009

Type: Purchase of Service Agreement (SFN53772)
AMENDMENT

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

Title of Project/Program: *Women's Way*

Health Dept. Grant Code: 4521 HLH0209 - 01

Contractor Name and Address:
Fargo Cass Public Health (FCPH)
401 Third Avenue North
Fargo, ND 58102-4839

North Dakota Department of Health Program Director:
Mary Ann Foss, *Women's Way* Program Director
Division of Cancer Prevention and Control
600 East Boulevard Ave – Dept 301
Bismarck, ND 58505-0200

Contact Name: Kristi Weyrauch Initial: *KW*
Telephone: 701.298.6918

Telephone: 701.328.2333

| Financial Information | Dept of Health Cost Share | Contractor Cost Share | Total Project/Program Costs |
|--------------------------------|---------------------------|-----------------------|-----------------------------|
| Amount of Financial Assistance | \$ 720 | \$ 0 | \$ 720 |
| Previous Funds Awarded | \$ 96,317 | \$ 27,437 | \$ 123,754 |
| Total Funds Awarded to Date | \$ 97,037 | \$ 27,437 | \$ 124,474 |

Scope of Service:

This Amendment provides up to \$720 additional funding for the *Women's Way* Local Coordinating Unit (LCU) costs specifically incurred for dual entry of data in both CaST and eCaDS, during implementation of eCaDS, the *Women's Way* web-based data system.

Reporting Requirements:

Expenses funded by this Amendment will be invoiced separately from the fee per client per fiscal year requirements in the original Purchase of Service Agreement.
Invoices will be clearly marked by the Contract Number of **PF08-190B** and required supporting documentation will be a signed time sheet noting days, times, hourly rate, and total hours dual entry was performed.
Invoice will be billed in one lump sum by June 30, 2009.
Reimbursement will be processed upon Department receipt and approval of the documentation.

Special Conditions:

This Amendment is separate and does not pertain to the fee per client per fiscal year as designated in the original Purchase of Service Agreement.

This contract is subject to the terms and conditions incorporated either directly or by reference in the following:
(1) Requirements for Contracts issued by ND Dept. of Health as signed by Contractor for the period July 1, 2007 to June 30, 2009 [Accounting Use Only Requirements Received] (2) applicable Federal and State regulations.

| Evidence of Contractor's Acceptance | | Evidence of Departmental Acceptance | |
|--|---------------------------|---|----------|
| <i>Ruth Bachmeier</i> Signature | December 11, 2008 Date | Signature | Date |
| Typed Name and Title of Authorized Representative Ruth Bachmeier Director of Public Health | | Typed Name and Title of Authorized Representative Arvy Smith Deputy State Health Officer | |
| Signature | Date | Signature | Date |
| Typed Name and Title of Authorized Representative Dennis R. Walaker Mayor, City of Fargo | | Typed Name and Title of Authorized Representative Mary Ann Foss, Director Division of Cancer Prevention and Control | |

Contractor: All attachments if referenced in the scope of service must be returned with the signed contract. If you did not receive attachments as indicated in the scope of service, please contact the Program Director identified above.



Office of the Chief of Police

December 9, 2008

Board of City Commissioners
City of Fargo
200 3rd St. N.
Fargo, ND 58102

COPY

RE: Personal Service Agreement for Polygraph Services

Commissioners:

For the past several years, the Fargo Police Department has obtained services relative to polygraph examinations by contracting with retired Fargo Police Sergeant Rollie Rust. Mr. Rust has informed me that he will be reducing the amount of time he commits to performing polygraph examinations, thus requiring the police department to obtain these services elsewhere.

Ms. Orie Oksendahl, an agent with the Minnesota Bureau of Criminal Apprehension and established independent polygraph examiner who is doing business as North Star Polygraph & Forensic Services, is interested in providing polygraph services to the Fargo Police Department. Please find attached a Personal Services Agreement with Ms. Oksendahl that would allow the police department to obtain her services as a polygraph examiner.

In 2008, the police department budgeted for and paid Mr. Rust a flat fee of \$10,000.00 per year for polygraph services, which included all examinations related to criminal investigations and all pre-employment exams for the police department. The Personal Services Agreement with Ms. Oksendahl would compensate her on a per-examination basis as outlined in Exhibit A of the agreement. The 2009 budget established for the police department has addressed the anticipated expense for these services accordingly.

Recommended Motion:

Approve the Personal Services Agreement for polygraph services for the police department.

Please contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith A. Ternes".

Keith A. Ternes
Chief of Police

PERSONAL SERVICE AGREEMENT

WHEREAS, the City of Fargo Police Department (hereinafter "City") has determined, the services referred to in the paragraph below entitled "Scope of Service" should be purchased; and

WHEREAS, Orië A. Oksendahl, doing business as North Star Polygraph & Forensic Services, an independent polygraph operator, (hereinafter "Provider") proposes to provide such services.

NOW, THEREFORE, the City and Provider enter into this Agreement upon the following terms and conditions:

I. TERM OF AGREEMENT

The term of this Agreement shall be 24 months and shall commence on the 1st day of January 2009, and continue unless terminated as provided herein, until the 31st day of December, 2010. This agreement may be terminated, however, with or without cause by either party giving the other party 180 days prior written notice.

II. SCOPE OF SERVICES

The Provider agrees to provide Polygraph Examinations that will be conducted in a professional manner. Polygraph Examinations means the use of a polygraph instrument for detecting deception or verifying truthful statements of any person who is asked to take a polygraph by an a sworn officer of the Fargo Police Department.

Polygraph Examination techniques will be limited to those techniques recognized and published within the industry as standardized and validated examination procedures.

The technique or procedure shall be limited to:

1. A technique or procedure that has achieved a published, scientific database sufficient to support and demonstrate validity and reliability from the application and use of that specific polygraph technique: and
2. A technique or procedure that is evaluated according to the published methods for that specific procedure that provides for numerical scoring and quantification of the chart data, where applicable and:
3. A technique or procedure that has not been modified without the support of published validity and reliability studies for that particular modification.

Use of a Stimulation/Acquaintance Test:

1. A Stimulation/Acquaintance test may be employed during each polygraph examination as the first or second charts. This test is used to demonstrate that Provider established the psychological set of the examinee and the examinee's reaction capabilities for diagnostic purposes. This test is a recognized test procedure used in conjunction with professional examination formats and should be made a part of any polygraph examination.
2. Blind or known stimulation procedures, or other industry recognized procedures such as but not limited to the Calibration Verification of Sensitivity Test, as published, may be used for the Acquaintance test.

III. GUIDELINES

The Provider shall follow guidelines and applicable North Dakota statutes and Fargo Police Department Policy while administering a Polygraph Examination. The Provider shall be licensed by the North Dakota Attorney General's Office and comply with North Dakota Century Code, Chapters 43-31, detection of deception examiners, sections 01-17.

The Provider:

- Must have graduated from an accredited polygraph school.
- Must use standardized polygraph examinations and reporting procedures.
- Must uphold the highest professional and ethical standards of practice while providing polygraph services under these guidelines.
- Is required to maintain records of polygraph examinations as required by North Dakota Law.
- Must use equipment that meets or exceeds industries' requirements.
- Is responsible for determining the suitability of an individual for polygraph examination.
- Must insure all releases of information required by the Provider are signed.
- Must conduct all examinations in full compliance with all rules, regulations, and statutory requirements of the State of North Dakota licensing board and the Federal Polygraph Protection Act of 1989.

IV. COMPENSATION

The City, upon written request from the Provider, agrees to pay the Provider as provided in **Exhibit A**. This includes the use of office space and computerized polygraph equipment belonging to the Fargo Police Department. All other expenses (continuing education, travel, use of provider's equipment, etc.) that may occur in providing the services of the agreement shall be the responsibility of the Provider.

V. PROVIDER'S UNDERSTANDING OF THE TERMS OF FUNDING

The Provider understands that this agreement is a one-time agreement, and acknowledges that the Fargo Police Department has furnished the Provider with no assurances that this Agreement may be extended for the period beyond its two (2) year term. This agreement may be terminated, with or without cause, by either party giving the other party 180 days prior written notice.

VI. AUTHORITY TO CONTRACT

The Provider **shall not have** the authority to a subcontract with any qualified provider for any of the services that the Provider has agreed to provide.

VII. INDEPENDENT CONTRACTOR

The Provider shall perform as an independent contractor under this agreement. The Provider is not an employee of the Fargo Police Department or the City of Fargo. No part of this agreement shall be construed to create an employer/employee relationship. The Provider shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the Provider's activities and responsibilities under this agreement.

The Provider shall obtain liability insurance, naming the City as an additional insured, and provide a copy of insurance to the City.

VIII. INTEGRATION AND MODIFICATION

This contract is the entire agreement between the Provider and City. No alteration, amendment or modification in the provisions of this agreement shall be effective unless it is signed by all the parties and attached hereto.

THE CITY OF FARGO, NORTH DAKOTA

By: _____
Dennis R. Walaker, Mayor

ATTEST:

Steven Sprague, City Auditor

Fargo Police Department

By: _____
Keith A. Ternes, Chief of Police

Orie A. Oksendahl
d/b/a North Star Polygraph & Forensic
Services
PO Box 229
Fargo ND 58107-0229

**EXHIBIT A
COMPENSATION**

The City agrees to pay Provider for its services, and Provider agrees to accept as full compensation for its services, according to the following schedule:

1. Criminal Cases - \$300/examination

(Examinations shall include reading associated reports, meeting with investigators, administering the examination, and preparing post-examination reports)

2. Pre-employment Tests - \$250/test

(Tests shall include administering the test and reporting the results to the City)

3. No-shows - \$150/no show

(Includes preparing for the examination/test)



ASSESSMENT DEPARTMENT

December 4, 2008

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 as submitted Helen Levitt. A description of the property involved, type of improvements to be made and assessment information is indicated on the application.

It is my opinion that the value of the improvements, referred to in the application, qualifies for the exemption. This exemption would be for the years 2009, 2010, 2011, 2012, 2013. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about \$1,210 with the City of Fargo's share being \$160.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ben Hushka".

Ben Hushka
City Assessor

tla

attachment

**Application For Property Tax Exemption For Improvements
To Commercial And Residential Buildings**
North Dakota Century Code ch. 57-02.2
(File with the local city or township assessor)

Property Identification

1. Name of Property Owner Helen Lewitt Phone No. 701-237-4695

2. Address of Property 714 24th AVE S
City FARGO State ND Zip Code 58103

3. Legal description of the property for which the exemption is being claimed, lot 4; Block 3; Country Club

4. Parcel Number 01-6500-00290-000 Residential Commercial Central Business District

5. Mailing Address of Property Owner 714 24th AVE S
City Fargo State ND Zip Code 58103

Description Of Improvements For Exemption

6. Describe the type of renovating, remodeling or alteration made to the building for which the exemption is being claimed (attach additional sheets if necessary). remodel kitchen, rewired, new floor & ceiling, new plumbing, new appliances built in

7. Building Permit No. 80190 8. Year Built 1964

9. Date of Commencement of making the improvement Feb. 15th, 2008

10. Estimated market value of property before improvement \$ 174,600

11. Cost of making the improvement (all labor, material and overhead) \$ 59,000

12. Estimated market value of property after improvement \$ _____

Applicant's Certification and Signature

13. I certify that the above information is correct to the best of my knowledge and I apply for this exemption.
Applicant's Signature Helen S. Lewitt Date 12/4/08

Assessor's Determination

14. The local assessor finds that the improvements in this application has has not met the qualifications for exemption for the following reason(s): 5 YEARS
Assessor's Signature Dea Shuster Date 12/9/08

Action of Governing Body

15. Action taken on this application by local governing board of the county or city: Denied Approved
Approval subject to the following conditions: _____
Chairman of Governing Body _____ Date _____

OFFICE OF HUMAN RESOURCES

200 3RD STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: 701-241-1321
FAX: 701-476-6707



To: BOARD OF CITY COMMISSIONERS

From: JILL MINETTE *Jm*
DIRECTOR OF HUMAN RESOURCES

Re: Health Insurance Plan Amendment

Date: December 11, 2008

The Commission is requested to approve Amendment No. 5 for the City of Fargo Health Insurance Plan to change the premium for the Board of City Commissioners including the Mayor and Municipal Judge(s) to be the same as a full-time benefited employee working 2080 hours per year. The effective date will be January 1, 2009.

RECOMMENDED MOTION: To approve the City of Fargo Health Insurance Plan Amendment No. 5 to become effective January 1, 2009.

AMENDMENT NO. 5
TO
CITY OF FARGO MEDICAL PLAN

Current Language

- ❖ *Board of City Commissioners and Municipal Judges(s)* – The Board of City Commissioners, including the Mayor, and Municipal Judge(s) are eligible to enroll in the Plan upon the date, after their election, that they assume their duties with premiums status equal to a part-time employee (1040 hours per year).

Proposed Language

- ❖ *Board of City Commissioners and Municipal Judges(s)* – The Board of City Commissioners, including the Mayor, and Municipal Judge(s) are eligible to enroll in the Plan upon the date, after their election, that they assume their duties with premiums status equal to a full-time employee (2080 hours per year).
- ❖ *The effective date of this Amendment is January 1, 2009.*



GAMING SITE AUTHORIZATION
OFFICE OF ATTORNEY GENERAL
SFN 17996 (9-2005)

Amended

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

(i)

Red River Human Services Foundation is hereby authorized to conduct games of
(Name of Organization)

chance under the license granted by the Attorney General of the State of North Dakota
at the following location: Hub the address of which is:

2525 9th Ave SW Fargo ND 58103
(Street) (City) (Zip Code) (County)

Date(s) authorized: Beginning 12-1-08 Ending 6-30-09

Specific location of gaming within facility (required): Prime - (West) - Monday Bar (NW) -
Cadillac Ranch (SW)

Number of twenty-one tables (required)(if zero, enter "0"): 7 blackjack - 1 roulette

RESTRICTIONS: (to be completed ONLY if restrictions are set by the local governing body)

1. Days of week of gaming operations _____
2. Hours of gaming _____
3. List each specific game type prohibited Bingo, Raffles, Club Specials, Tip Boards, Seal boards, Prize Boards, Punch Boards, Sports Pools, Calcutta, Pull Tab Dispensing Devices

Attorney General Date Signature of City/County Auditor Date
Amended _____
Steven Sprague, City Auditor
PRINT Name / Official Position

INSTRUCTIONS:

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

RETURN ALL DOCUMENTS TO:

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

NDSU STUDENT ORGANIZATION APPLICATION FOR A LOCAL PERMIT TO CONDUCT GAMING

City of Fargo
Auditors Office - Gaming
200 N 3rd Street
Fargo, ND 58102
Phone: 701-241-1304

(ji)

pd 11-26-08
CR# 2013
25.00

NDSU

| | | | |
|---|--|--|--------------------------|
| Name of Student Organization Hospitality Student Association | | Date(s) of Activity Feb. 12, 2009 to Feb. 18, 2009 | |
| Name of Contact Person Jake Hughes | | Time of Event <input type="checkbox"/> a.m. 3 <input checked="" type="checkbox"/> p.m. | |
| Street Address of Student Organization 178 EML Hall | | City Fargo | State ND |
| | | Zip Code 58105 | |
| Name of Site Where Game(s) will be Conducted Candlewood Suites | | Street Address 1631 NDSU Research Dr. | |
| City Fargo | | State ND | Zip Code 58108 |
| | | County CASS | |
| Describe the Intended Use of the Net Income from the Gaming Activity: Help Fund a Study tour to Las Vegas | | | |
| Check the Game Types to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool | | | |

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

| Game Type | Description of Prize | Retail Value of Prize | Game Type | Description of Prize | Retail Value of Prize |
|---------------|--------------------------|-----------------------|-----------|------------------------------|--|
| Raffle | Olo Broadway giftcard | \$50 | raffle | Buffalo Wild Wings gift card | \$25 |
| Raffle | Hotel Donaldson stay | \$194 | | | |
| Raffle | Texas Road House Package | \$50 | | | |
| Raffle | Medora Package | \$120 | | | |
| Raffle | Hyatt Hotel 2 night stay | 378 | | | |
| Raffle | Homewood Suites stay | \$125 | | | |
| Raffle | Holiday Inn gift card | 50 | | | |
| Raffle | Passages cafe gift card | 50 | | | |
| Total: | | | | | (Limit \$12,000 per year) \$ 1,042 |

Intended uses of gaming proceeds: Study tour during Spring Break to Las Vegas

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes

If "Yes," indicate the total value of all prizes previously awarded: \$ _____. This amount is part of the total prize limit of \$12,000 per year.

ACKNOWLEDGEMENT BY NDSU - Must be signed by the Associate Director of Memorial Union or Coordinator of Greek Life and Student Organizations located in the Student Activities Office - Room 360 in Memorial Union.

I acknowledge that the Hospitality Student Association student organization is registered by the Administration of North Dakota State University.

| | | | |
|-------------------------------|--------------------------------|-------------------------|--|
| Signature <i>Amy Staff</i> | Title <i>Assoc Director</i> | Date <i>11/26/08</i> | Business Phone Number <i>231-7799</i> |
|-------------------------------|--------------------------------|-------------------------|--|

The policy of North Dakota State University requires that a student organization obtain a signed acknowledgment by its administration that the applicant is a registered student organization of NDSU.

| | | | |
|---|----------------------------|-------------------------|--|
| Signature of Contact Person <i>Jake Hughes</i> | Title <i>Fundraiser</i> | Date <i>11/26/08</i> | Business Phone Number <i>952-239-2123</i> |
|---|----------------------------|-------------------------|--|

APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 10-07

(j2) *12-3-08*
CR# 4573
25.00

| | | | |
|--|----------------------|---|--|
| Name of Non-profit Organization <i>North American Game Warden Museum</i> | | Date(s) of Activity <i>03-08-09</i> to <i>03-08-09</i> | |
| Person Responsible for the Gaming Operation <i>Richard Knapp</i> | | Title <i>Fund Raising Chair-000</i> | Business Phone Number <i>701-368-8700</i> |
| Business Address <i>814 14th NE</i> | City <i>FARGO</i> | State <i>ND</i> | Zip Code <i>58401</i> |
| Mailing Address (if different) | City | State | Zip Code |
| Name of Site Where Game(s) will be Conducted <i>FARGO DOME</i> | | Site Address <i>1800 Univ Dr N</i> | |
| City <i>FARGO</i> | State <i>ND</i> | Zip Code | County <i>CASS</i> |
| Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool | | | |

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

| Game Type | Description of Prize | Retail Value of Prize | Game Type | Description of Prize | Retail Value of Prize |
|---------------|----------------------|-----------------------|-----------|----------------------|---|
| <i>RAFFLE</i> | <i>Raffle</i> | <i>\$ 700.00</i> | | | \$ |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total: | | | | | (Limit \$12,000 per year) <i>\$ 700.00</i> |

Intended uses of gaming proceeds: *Operation Costs for Museum*

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: *\$ 700.00*. This amount is part of the total prize limit of \$12,000 per year.

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$2,500 and total cash prizes for a raffle cannot exceed \$4,000 in one day.

The retail value of a merchandise prize cannot exceed \$2,500.

The total of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$12,000 per year.

If the value of the planned cash and merchandise prizes exceeds \$12,000, the organization must reduce the prizes to this limit or apply for a state license with the Office of Attorney General.

| | | | |
|--|-------------------------|---|---|
| Signature of Top Executive Officer <i>Richard Knapp</i> | Date <i>12-03-08</i> | Title <i>Fund Raising Chair Board of Directors</i> | Daytime Phone Number <i>701-368-8700</i> |
|--|-------------------------|---|---|

P.3
 12-10-08
 CH#258130
 25.00

(j.3)

APPLICATION FOR A LOCAL PERMIT

City of Fargo
 Rev. 10-07

| | | | |
|--|----------------------|--|--|
| Name of Non-profit Organization <i>Fargo South High School Athletics</i> | | Date(s) of Activity <i>12-8-08</i> — to <i>4-1-09</i> | |
| Person Responsible for the Gaming Operation <i>Twille, Floor</i> | | Title <i>bookkeeper</i> | Business Phone Number <i>701-446-2022</i> |
| Business Address <i>1840 15th Ave So.</i> | City <i>Fargo</i> | State <i>ND</i> | Zip Code <i>58103</i> |
| Mailing Address (if different) | City | State | Zip Code |
| Name of Site Where Game(s) will be Conducted <i>Urban Plains Center</i> | | Site Address | |
| City <i>Fargo, ND</i> | State <i>ND</i> | Zip Code <i>58104</i> | County <i>Cass</i> |
| Check the Game(s) to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool | | | |

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

| Game Type | Description of Prize | Retail Value of Prize | Game Type | Description of Prize | Retail Value of Prize |
|---------------------|-------------------------------|-----------------------|-----------|----------------------|---|
| <i>50/50 Raffle</i> | <i>1/2 of money collected</i> | <i>\$ 600?</i> | | | \$ |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| Total: | | | | | (Limit \$12,000 per year) <i>\$ 600.00</i> |

Intended uses of gaming proceeds: *fund raising*

Does the organization presently have a state gaming license? No Yes - If "Yes," the organization is not eligible for a local permit and should call the Office of Attorney General at 1-800-326-9240.

Has the organization received a local permit from this or another city or county for the fiscal year July 1 through June 30? No Yes - If "Yes," indicate the total value of all prizes previously awarded: *\$ 600 approx* (This amount is part of the total prize limit of \$12,000 per year.)

PRIZE RESTRICTIONS:
 A single cash prize cannot exceed \$2,500 and total cash prizes for a raffle cannot exceed \$4,000 in one day.
 The retail value of a merchandise prize cannot exceed \$2,500.
 The total of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$12,000 per year.
 If the value of the planned cash and merchandise prizes exceeds \$12,000, the organization must reduce the prizes to this limit or apply for a state license with the Office of Attorney General.

| | | | |
|--|------------------------|---------------------------|---|
| Signature of Top Executive Official <i>T. Betts</i> | Date <i>12-8-08</i> | Title <i>Principal</i> | Daytime Phone Number <i>446-2000</i> |
|--|------------------------|---------------------------|---|



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. Type: Special Assessment Deferral Agreement

Location: Along 25th Street South from 64th to 76th Avenue South Date of Hearing: 12/10/08

| | |
|------------------|-----------------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>12/15/08</u> |
| PWPEC File | <u>X</u> |
| Project File | <u> </u> |
| Petitioners | <u>Stan Ryland</u> |
| David W. Johnson | <u> </u> |

Jim Gilmour presented a request from Stan Ryland for special assessment deferral agreement on undeveloped property owned by Mr. Ryland adjacent to 25th Street across from the proposed new Fargo Davies High School. Municipal improvements to be installed along 25th Street will be needed to support the new high school. Mr. Ryland has requested a special assessment deferral agreement for his currently undeveloped property.

Mark Bittner indicated that the City routinely approves such deferral agreements with the following provisions:

1. Deferral period until platting occurs with a maximum deferral of 10 years from the date specials are certified for collection.
2. City to fund interest costs for the duration of the deferral.
3. Developer agrees to grant street and utility easements necessary to support 25th Street development.
4. Developer agrees to waive right of protest associated with the Improvement District Resolution of Necessity.

Mark asked if the school district would be granted a similar deferral for their undeveloped property between 64th and 70th Avenue South. Pat Zavoral responded that the current City policy does not provide for deferrals for improvements requested by the landowner, in this case the school district.

On a motion by Steve Sprague, seconded by Jim Gilmour, the Committee voted to recommend approval of the requested special assessment deferral agreement.

RECOMMENDED MOTION

Approve special assessment deferral agreement with Stan Ryland for his property in Section II of Stanley Township – West of 25th Street and South of 64th Avenue.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Sales Tax – deferral interest

Developer meets City policy for payment of delinquent specials
Agreement for payment of specials required of developer
30% escrow deposit required

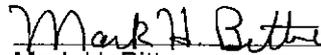
| | | |
|--|------------|-------------------|
| | <u>Yes</u> | <u>No</u> |
| | <u>N/A</u> | <u> </u> |
| | <u>N/A</u> | <u> </u> |
| | <u>N/A</u> | <u> </u> |

COMMITTEE

Pat Zavoral, City Administrator
Jim Gilmour, Planning Director
Bruce Hoover, Fire Chief
Mark Bittner, City Engineer
Bruce Grubb, Enterprise Director
Al Weigel, Public Works Operations Manager
Steve Sprague, City Auditor

| <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|----------------|------------|---------------|------------------|
| X | X | | X |
| X | X | | |
| X | X | Steve Balstad | |
| X | X | | |
| X | X | | |
| X | X | | |
| X | X | | |

ATTEST:



Mark H. Bittner
City Engineer



Meyer Scherer & Rockcastle, LTD
 710 South 2nd Street, 7th Floor
 Minneapolis, MN USA 55401-2294



612 375 0336 T 612 342 2216 F
 www.msrltd.com

Architecture & Interior Design

10 December 2008

Mr. Timothy Dirks
 Director
 Fargo Public Library
 4630 15th Avenue North
 Fargo, ND 58102

Re: Interior Office and Library Furnishings Proposal Award

Dear Tim,

It is our pleasure to inform you that the proposals for the Interior Office and Library Furnishing package for the Fargo Main Library are well below the budgeted amount for the items proposed. In summary, the budget for the items on which we received proposals including escalation, installation and contingency was \$297,558.88. Proposals for these items came in at \$189,034.17, which is \$108,524.71 under budget. Per the direction from Fargo Public Library, add Alternates #1A and #2A have been excluded from these totals.

| BIDDER | GROUP(S) | BID TOTAL |
|-----------------------------------|----------------|--------------|
| Brown & Saenger | FF | \$4,279.40 |
| Christianson's Business Furniture | CC | \$35,014.72 |
| Hannaher's | GG, HH, and II | \$141,726.89 |
| InterOffice | DD, EE, AA | \$8,013.16 |
| | | Total |
| | | \$189,034.17 |

We approved several substitutions prior to the bid date through Addendum 01. All interested parties were offered the opportunity to submit substitution requests. For our project, we did not get a proposal for the Knoll product in Group GG so the approved substitution would be awarded. Alternatively, this furniture, if desired, could still be purchased from the State Contract. The Knoll product is estimated at \$43,798.44 more than the substitution. Hannaher's submitted two proposals for Group II. One is for the specified product and the second is for the substitution they submitted. They vary significantly in price. The substitution offers a \$14,359.43 savings. The originally specified products were Steelcase Series 9000 and Avenir. The approved substitution was another Steelcase product, Kick. Both are similar in construction,

durability, and have similar aesthetic qualities. Steelcase Kick was introduced more recently than the originally specified system.

There is one item, the table-top lectern, which still requires some resolution. The manufacturer (Herman Miller) directed us to write the specification for this item in a particular way. Both groups submitting a proposal for that item have indicated that the product cannot be obtained as specified. We are still working to resolve this issue. However, our recommendation is to go ahead with the award with the understanding that this particular item may require a substitution.

We look forward to awarding contracts.

Sincerely,

Greta Foster



Fargo Water Treatment Plant
 435 14th Avenue South
 Fargo, North Dakota 58103
 Phone (701) 241-1469
 FAX (701) 241-8110

M

December 09, 2008

Honorable Board of
 City Commissioners
 City of Fargo
 Fargo, ND 58102

Dear Commissioners:

Attached please find a tabulation sheet listing all bids received for supplying chemicals to the Water Treatment Plant for 2009. Listed below are the lowest and/or best bids received for each of the chemicals:

| Water Treatment Plant | | |
|---------------------------|-----------------------|---------------------|
| Product Name | Vendor | Unit Price |
| Anionic Flocculant | Nalco Chemical | \$2,640.00 per Ton* |
| Anhydrous Ammonia | Hawkins WTG | \$2,920.00 per Ton |
| Powdered Activated Carbon | Thatcher Company | \$1,175.60 per Ton |
| Chlorine | Hawkins WTG | \$462.00 per Ton |
| Hydrofluosilicic Acid | Hawkins WTG | \$690.00 per Ton |
| Lime | Graymont | \$140.00 per Ton |
| Liquid Carbon Dioxide | Poet Ethanol Products | \$90.00 per Ton |
| Liquid Oxygen | Airgas | \$175.50 per Ton |
| Polyphosphate | Pristine | \$3,100.00 per Ton |
| Soda Ash | Thatcher Company | \$335.96 per Ton |

The recommendation is to award the 2009 chemical bids as listed above.

Note:

* The four anionic flocculants bid are evaluated based on product price per pound and sludge plant trial performance. The product performance is determined by obtaining the pounds of flocculant required to produce one dry ton of lime sludge. The result of the product evaluations is as follows:

| <u>Product</u> | <u>Performance</u> | <u>Bid Price/lb.</u> | <u>Cost/dry ton</u> |
|-------------------|--------------------|----------------------|---------------------|
| Hexagon Am-26 PWG | 2.46#/dry ton | \$1.12 | \$2.755 |
| Pristine 8300 EHW | 1.92#/dry ton | \$1.22 | \$2.342 |
| Polydyne A210 P | 2.70#/dry ton | \$1.25 | \$3.375 |
| Nalco AEP 45109 | 1.73#/dry ton | \$1.32 | \$2.284 |

Based on product performance and price, the Nalco AEP45109 is the most cost effective flocculant. Therefore, our recommendation is to award the Nalco bid of \$2,640/ton.

Sincerely

 Bruce P. Grubb
 Enterprise Director

Sincerely

 Ron Hendricksen
 Water Plant Superintendent

FARGO WATER TREATMENT PLANT
2009 ANNUAL CHEMICAL BIDDING SUMMARY

| Product Name | Vendor | NSF Cert | Est. Annual Qty in Tons | Unit Price per ton | Total Est Cost | Recommendations |
|---------------------------|---------------------|----------|-------------------------|--------------------|----------------|-----------------|
| Anionic Flocculant | Hexagon AM - 26 PWG | Yes | 20 | \$2,240.00 | \$44,800.00 | Accept |
| | Pristine - 8300 EHW | Yes | | \$2,440.00 | \$48,800.00 | |
| | Polydyne - A210P | Yes | | \$2,500.00 | \$50,000.00 | |
| | Nalco - AEP 45109 | Yes | | \$2,640.00 | \$52,800.00 | |
| Anhydrous Ammonia | Hawkins WTG | Yes | 22 | \$2,920.00 | \$64,240.00 | Accept |
| Powdered Activated Carbon | Thatcher Company | Yes | 40 | \$1,175.60 | \$47,024.00 | Accept |
| | AgriCarb | Yes | | \$1,220.00 | \$48,800.00 | |
| | Norit | Yes | | \$1,520.00 | \$60,800.00 | |
| | Brenntag | Yes | | \$2,840.00 | \$113,600.00 | |
| Chlorine | Hawkins WTG | Yes | 105 | \$462.00 | \$48,510.00 | Accept |
| | DPC Industries | Yes | | \$493.20 | \$51,786.00 | |
| Hydrofluosilicic Acid | Hawkins WTG | Yes | 110 | \$690.00 | \$75,900.00 | Accept |
| | DPC Industries | Yes | | \$837.60 | \$92,136.00 | |

FARGO WATER TREATMENT PLANT
2009 ANNUAL CHEMICAL BIDDING SUMMARY

| Product Name | Vendor | NSF Cert | Est. Annual Qty in Tons | Unit Price per ton | Total Est Cost | Recommendation |
|-----------------------|---|--------------------------|-------------------------|---|--|----------------|
| Lime | Graymont | Yes | 4800 | \$140.00 | \$672,000.00 | Accept |
| Liquid Carbon Dioxide | Poet Ethanol Products Air Liquide Praxair Continental Carbonic | Yes Yes Yes Yes | 1200 | \$90.00 \$100.00 \$105.00 \$109.00 | \$108,000.00 \$120,000.00 \$126,000.00 \$130,800.00 | Accept |
| Liquid Oxygen | Airgas American Welding and Gas Praxair | Yes Yes Yes | 900 | \$175.50 \$179.00 \$181.20 | \$157,950.00 \$161,100.00 \$163,080.00 | Accept |
| Polyphosphate | Pristine MP 4020 Carus 2250 Shannon Chemical SNC-N2 | Yes Yes Yes | 32 | \$3,100.00 \$3,180.00 \$3,333.33 | \$99,200.00 \$101,760.00 \$106,666.56 | Accept |
| Soda Ash | Thatcher Company Killoran Trucking OCI Chemical | Yes Yes Yes | 1400 | \$335.96 \$345.00 \$460.00 | \$470,344.00 \$483,000.00 \$644,000.00 | Accept |



Fargo Water Treatment Plant
435 14th Avenue South
Fargo, North Dakota 58103
Phone (701) 241-1469
FAX (701) 241-8110

MEMORANDUM

December 3, 2008

To: Utility Committee

From: Bruce P. Grubb, Enterprise Director *BPG*

Re: Laboratory Equipment Replacement

Attached, please find a letter of recommendation from Patti Hosler-Duray, Chief Chemist, for the purchase of a new Graphite Furnace Atomic Absorption Spectrometer (GFAA). The original GFAA is 11 years old and requires frequent maintenance to keep operational. The GFAA is necessary to perform trace metal analysis which is an EPA requirement in the Water, Wastewater and Solid Waste utilities.

As such, the 2008 Water Treatment CIP budget contains \$66,900 for the purchase of a new GFAA. Since this is a specialized scientific instrument with no local vendors or support, Patti requested price quotes from known national vendors as reflected in the attached letter. It is the recommendation of this office to accept the quote from Perkin Elmer in the amount of \$50,874.10 for the purchase of a new GFAA.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION:

Accept the quote from Perkin Elmer in the amount of \$50,874.10 for the purchase of a new Graphite Furnace Atomic Absorption Spectrometer.



Public Health

Prevent. Promote. Protect.

Fargo Cass Public Health

FARGO CASS PUBLIC HEALTH
Environmental Laboratory
 435 14th Avenue South
 Fargo, ND 58103
 Phone 701-298-6986
 Fax 701-241-8110
 envirolab@cityoffargo.com

December 1, 2008

Dear Utility Committee,

The 2008 Water Treatment Plant budget contains a funding allocation of \$66,900 for replacement of the laboratory's Graphite Furnace Atomic Absorption Spectrometer (GFAA). The current GFAA is 11 years old and is in need of replacement. The GFAA instrument is used to perform trace metal analysis (lead, copper, arsenic, mercury, etc.) required by the EPA for drinking water, wastewater and solid waste regulations.

Since the GFAA is an extremely specialized scientific instrument, known national vendors were contacted and requested to provide a quote in conformance with the attached equipment specification. Listed below are the vendors and bid quotations.

| Vendor | Bid | Recommendation |
|-----------------|---------------------|-----------------------------|
| Perkin Elmer | \$50,874.10 | Meets Specification |
| Varian | \$55,824.00 | Meets Specification |
| Hitachi | Will not service ND | |
| Buck Scientific | Did not respond | |
| Shimadzu | \$45,780.00 | Does Not Meet Specification |

Only two bid quotations received met written specifications. I recommend accepting the Perkin Elmer bid as it was the lowest and met all specifications.

P. Hosler - Duray

Patti Hosler-Duray
 Chief Chemist
 FCPH



Specifications for a Graphite Furnace Atomic Absorption Spectrophotometer

General:

The following requirements are for a GFAA that shall be configured for the analysis of drinking water, wastewater and sludge's. The system shall consist of a Zeeman spectrometer, furnace, autosampler, lamps, flow injection hydride system, water recirculator chiller, computer, software, printer, and all necessary accessories for the operation of the spectrometer. Must meet criteria outlined in EPA method 200.9 and SW-846 method 7010.

HARDWARE REQUIREMENTS

1. Zeeman Spectrometer – spectrophotometer must be Zeeman background corrected, must have a minimal vocal length of 265nm, wavelength range of 190 – 870 nm, slits must be variable and computer controlled.
2. Furnace - capable of programmed heating of the graphite tube.
3. Autosampler – Must have a minimum of 50 sample positions, capable of automatic dilutions, adding matrix modifiers to samples and standards, and must be capable of preparing standards for a stock solution. Pipette speed volume must be variable and software controlled, and must be capable of multiple injections and rinsing.
4. Lamps - Must provide high sensitivity hollow cathode or electrodeless discharge lamps for Lead, Copper, Chromium, Arsenic, Selenium, Antimony, Thallium and Cadmium. Ideally in a system that hold eight or more lamps and is computer controlled.
5. Flow injection Hydride System for Mercury Analysis - Spectrometer must be capable of hydride analysis with mercury amalgamation concentration and have an electrically heated cell. Must be computer software controlled and be capable of smooth transition of installation and removal from AA system.



REPORT OF ACTION

UTILITY COMMITTEE

Project No. NA Type: Cass Rural Water Users District
First Amendment to Agreement

Location: 64th Avenue South and 17th Street

Date of Hearing: 12/10/08

| | |
|-----------------|-------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | 12/15/08 |
| Project File | |

Bruce Grubb, Enterprise Director, presented the attached memorandum and First Amendment to Agreement. The amendment is related to an existing Agreement (dated April 28, 2005) with the Cass Rural Water Users District (CRWUD) which contains a requirement for the city to construct a new water tower on CRWUD property by December 31, 2008. However, the start of construction was delayed due to a dispute between CRWUD and the former property owners. The dispute was successfully resolved and construction began in October, 2007. Therefore, the First Amendment to Agreement extends the completion date of the new water tower to December 31, 2009.

On a motion by Mike Williams, seconded by Kent Costin, the Utility Committee voted to approve the First Amendment to Agreement extending the completion date for the 64th Avenue South water tower to December 31, 2009.

| <u>COMMITTEE:</u> | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|---|----------------|------------|-----------|------------------|
| | | | | <u>Proxy</u> |
| Dennis Walaker, Mayor | X | | | |
| Mike Williams, City Commissioner | X | | | |
| Pat Zavoral, City Administrator | X | | | |
| Mark Bittner, City Engineer | X | | | |
| Kent Costin, Director of Finance | X | | | |
| Ron Hendricksen, Water Plant Supt. | X | | | |
| Peter Bilstad, Wastewater Plant Supt. | X | | | |
| Bruce Grubb, Enterprise Director | X | | | |
| Scott Liudahl, City Forester | X | | | |
| Terry Ludlum, Solid Waste Utility Manager | X | | | |
| James Hausauer, Wastewater Util. Manager | X | | | |
| Al Weigel, Public Works Operations Manger | X | | | |

ATTEST:

Bruce P. Grubb
Enterprise Director

C: Commissioner Mahoney
Commissioner Wimmer
Commissioner Piepkorn



Fargo Water Treatment Plant
435 14th Avenue South
Fargo, North Dakota 58103
Phone (701) 241-1469
FAX (701) 241-8110

MEMORANDUM

December 3, 2008

To: Utility Committee

From: Bruce P. Grubb, Enterprise Director *BPG*

Re: First Amendment To Agreement

Attached, please find an amendment to the current Agreement between the City of Fargo and the Cass Rural Water Users District (CRWUD). As you may recall, the original Agreement (dated April 28, 2005) contains a requirement for the City to complete construction of a new water tower, no later than December 31, 2008, on CRWUD property located along 64th Avenue South at 17th Street. However, construction of the tower was delayed due to the former property owner's claim of the right to re-acquire the property if CRWUD reassigns use or ownership of the property. To resolve the issue, CRWUD negotiated a settlement with the former property owner for clear title to the property without cumbances.

Thus, a time extension for completion of the water tower is necessary due to the construction delay. The attached First Amendment To Agreement changes the water tower completion date to December 31, 2009.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION:

Approve the attached First Amendment To Agreement extending the completion date for construction of the 64th Avenue South Water Tower to December 31, 2009.

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT is made this _____ day of _____, 2008, by Cass Rural Water Users District, a North Dakota political subdivision (the "District"), and the City of Fargo, North Dakota, a North Dakota municipal corporation (the "City").

RECITALS

A. The City and the District entered into an "Agreement" dated April 28, 2005 (the "Agreement"), under which the parties agreed the District would, at some point in the future, lease certain real property to the City for the City's use in constructing and maintaining a water tower, which both entities would utilize to provide water service to their customers. Among other things, the Agreement provided the terms of the construction, ownership, and maintenance obligations of the respective parties regarding the water tower.

B. The Agreement provided the City must complete construction of the water tower no later than December 31, 2008.

C. The City and the District later entered into a "Ground Lease" dated November 28, 2006 (the "Ground Lease"), under which the District leased the following property to the City for purposes of construction and maintenance of the water tower referred to in the Agreement, all in accordance with the terms of the Agreement:

Lot One (1) in Block One (1) of Cass Rural Addition to the City of Fargo, Cass County, North Dakota, according to the certified plat thereof on file and of record in the office of the County Recorder in and for said county and state.

(the "Leased Premises").

*Cass Rural Water Users District
City of Fargo
First Amendment to Agreement*

Page 2

D. Under the Ground Lease, the City will construct, repair, and maintain a water tower on the Leased Premises which both entities will utilize to provide water service to their customers, all in accordance with the terms of the Agreement.

E. The parties wish to amend the Agreement to extend the City's completion date regarding construction of the water tower to December 31, 2009.

In consideration of the mutual covenants contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **Interpretation.** This First Amendment modifies and supplements the Agreement. Wherever a conflict exists between this First Amendment and the Agreement, the provisions of this First Amendment will control. Except as modified and supplemented in this First Amendment, the terms of the Agreement are in full force and effect. This First Amendment does not modify or supplement the Ground Lease; the terms of the Ground Lease are in full force and effect.

2. **Water Tower Construction.** Section 1(A) of the Agreement is amended as follows:

The City shall construct a water tower at a location immediately south of 64th Avenue South upon certain real property more fully described below. The water tower shall be constructed to a height in accordance with the standards utilized by the City for its water supply system and shall have a storage capacity of 1,000,000 gallons. The water tower shall be connected to the City's continuous loop system, but shall also be constructed to allow a connection to the distribution system of the District for service of consumers within the District's service area. The City shall complete construction of the water tower no later than December 31, 2009.

*Cass Rural Water Users District
City of Fargo
First Amendment to Agreement*

Page 3

IN WITNESS WHEREOF, the parties executed this First Amendment on the date written above.

CASS RURAL WATER USERS DISTRICT

By: _____
Mark Johnson, Chair

By: _____
Gary Lee, Secretary

*Cass Rural Water Users District
City of Fargo
First Amendment to Agreement*

CITY OF FARGO

By: _____
Dennis Walaker, Mayor

By: _____
Steven Sprague, City Auditor

UTILITY COMMITTEE

Project No. NA Type: Landfill Gas Compressor Station Upgrade Project – Final Costs

Location: Fargo Landfill

Date of Hearing: 12/10/08

| <u>Routing</u> | <u>Date</u> |
|-----------------|-----------------------------|
| City Commission | <u>12/15/08</u> |
| Project File | <u> </u> |

Terry Ludlum, Solid Waste Utility Manager, presented the attached memorandum and project summary letter related to the Landfill Gas Compressor Station Upgrade project. On March 26, 2007, the City Commission approved the sole source procurement of services as listed in the memo. The project has recently been completed with the final costs as reflected below:

| <u>Vendor</u> | <u>Project Scope</u> | <u>Original Proposal</u> | <u>Final Cost</u> |
|-------------------------|---|--------------------------|-------------------|
| LFG Technologies, Inc. | Compressor, controls, heat exchange, motors | \$297,825 | \$297,825 |
| Olander Contracting Co. | Pipe work and electrical | \$ 58,850 | \$107,806 |
| Gateway Bldg. Systems | Concrete and steel building | <u>\$ 13,500</u> | <u>\$ 16,942</u> |
| | Total = | \$370,225 | \$422,623 |

The reasons for the final cost overruns are detailed in the memo and are primarily attributed to an inadvertent omission of fitting materials from the original scope and a field modification to enlarge the building addition. It was the recommendation of the Solid Waste office to approve the final costs associated with the Landfill Gas Compressor Station upgrade project.

The landfill gas energy project was awarded \$1,500,000 in bonding authority under the 2006 Clean Renewable Energy Bonds (CREBs) program. The compressor station upgrade was a component of the overall landfill gas energy project. In December, 2007, the landfill gas project CREBs were issued and the proceeds were deposited in the Solid Waste revenue account. A summary of the landfill gas project CREBs allocation versus final costs is shown below:

| <u>Project</u> | <u>CREBs Allocation</u> | <u>Final Costs</u> |
|------------------------------|-------------------------|---------------------|
| Phase 1 Well Field Expansion | \$ 178,650 | \$ 182,761 |
| Phase 2 Well Field Expansion | \$ 221,150 | \$ 212,960 |
| Landfill Gas Generator | \$ 847,000 (800 KW) | \$ 713,000 (925 KW) |
| Compressor Station Upgrade | \$ 200,000 | \$ 422,623 |
| Contingency | <u>\$ 52,000</u> | <u>\$ NA</u> |
| Total = | \$1,500,000 | *\$1,531,344 |

(*2% above original project estimates)

On a motion by Mark Bittner, seconded by Al Weigel, the Utility Committee voted to approve the final payments for the Landfill Gas Compressor Station Upgrade project as noted above.

| <u>COMMITTEE:</u> | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|---|----------------|------------|-----------|------------------|
| | | | | <u>Proxy</u> |
| Dennis Walaker, Mayor | X | | | |
| Mike Williams, City Commissioner | X | | | |
| Pat Zavoral, City Administrator | X | | | |
| Mark Bittner, City Engineer | X | | | |
| Kent Costin, Director of Finance | X | | | |
| Ron Hendricksen, Water Plant Supt. | X | | | |
| Peter Bilstad, Wastewater Plant Supt. | X | | | |
| Bruce Grubb, Enterprise Director | X | | | |
| Scott Liudahl, City Forester | X | | | |
| Terry Ludlum, Solid Waste Utility Manager | X | | | |
| James Hausauer, Wastewater Util. Manager | X | | | |
| Al Weigel, Public Works Operations Manger | X | | | |

ATTEST:



Bruce P. Grubb
Enterprise Director

C: Commissioner Mahoney
Commissioner Wimmer
Commissioner Piepkorn

MEMORANDUM

Item 5

TO: Utility Committee
FROM: Terry Ludlum, Solid Waste Utility Manager
RE: Landfill Gas Compressor Station Upgrade – Final Costs
DATE: December 10, 2008

Project Approval and Cost Estimates :

On March 26, 2007, the City Commission approved the sole source procurement of services to upgrade the landfill gas system compressor station. Proposals were solicited from three vendors that had previous experience with the original compressor station project. As such, the proposals were as follows:

| <u>Vendor</u> | <u>Project Scope</u> | <u>Estimate</u> |
|-------------------------|---|------------------|
| LFG Technologies, Inc. | Compressor, motors, valves, control system, heat exchanger, coalescing filter | \$297,875 |
| Olander Contracting Co. | Piping and electrical | \$ 58,850 |
| Gateway Bldg. Systems | Concrete and building | \$ 13,500 |
| | Total | \$370,225 |

The compressor station upgrade project was a component of the 2006 CREBs allocation of \$1,500,000 for a landfill gas energy project.

Project Completion and Final Costs :

The compressor station upgrade project has been completed and the final costs associated with the work is shown below:

| <u>Vendor</u> | <u>Final Cost</u> |
|-------------------------------|-------------------|
| LFG Technologies, Inc. | \$297,875 |
| Olander Contracting Company | \$107,806 |
| Gateway Building Systems Inc. | \$ 16,942 |
| Total | \$422,623 |

Overage \$ 52,398 or 14% of original project proposals.

Final Cost Justification :

The additional cost of \$48,965 incurred by Olander Contracting Co. was primarily due to additional pipe and fitting materials that were inadvertently omitted from the original

scope. Specifically, the additional costs included the following:

- Remove existing skid grating to mount new heat exchanger.
- Stainless steel pipe and fittings for heat exchanger.
- Relocate 7 HP motor starter for heat exchanger.
- Stainless steel pipe and fittings for valve modifications.
- Tubing, fittings and valves for continuous pilot at LF gas flare.
- Stainless steel pipe and fittings for coalescing filter.
- Stainless steel pipe, fittings and valves for new 600 scfm blower.
- Electrical work for methane sensors, flow meter and relocated exhaust fan.
- Expand concrete pad for enlarged building expansion.

The additional cost of \$3,442 incurred by Gateway Building Systems was due to a field modification to enlarge the building expansion footprint to accommodate a future blower compressor as reflected below:

- Building expansion footprint enlarged from 18'x24' to 18'x72'.

In summary, the cost overruns incurred by Olander Contracting Company and Gateway Building Systems are justifiable due to the fact that the costs are reflective of additional work performed which was either necessary to meet the original design or owner requested modifications. Olander Contracting Company was required to purchase and install stainless steel piping, valves, and fittings to make the project operationally complete, as well as incur costs associated with various field modifications. Gateway Building Systems incurred additional costs due to an expansion of the building footprint as per owner requests.

Recommendation :

It is the recommendation of this office that final costs associated with the Landfill Gas Compressor Station Upgrade Project be approved as noted above.

CREBs Overview :

As this Committee may recall, in 2006, Fargo was allocated bonding authority under the CREBs program for two renewable energy projects, a wind facility (to be developed) and the landfill gas facility project. The landfill gas facility project was allocated 1.5 million dollars of bonding authority and with the project recently completed, the estimated and actual costs are as given below:

| <u>Project</u> | <u>Estimated Cost</u> | <u>Actual Cost</u> |
|-------------------------------|-----------------------|--------------------------------------|
| Phase 1 Well Field Expansion | \$ 178,650 | \$ 182,761 |
| Phase 2 Well Field Expansion | \$ 221,150 | \$ 212,960 |
| Landfill Gas Generator | \$ 847,000 (800 kW) | \$ 713,000 (925 kW) |
| Gas System Compressor Project | \$ 200,000 | \$ 422,623 |
| Contingency | \$ 52,000 | ----- |
| Total = | \$ 1,500,000 | \$ 1,531,344 |
| Balance | \$ 31,344 | or 2% of original project proposals. |

While the compressor station upgrade project incurred additional costs which were shown to be 14% over original proposal costs, the overall CREBs funded landfill gas facility project incurred additional costs of only 2% of the \$ 1.5 million that was bonded.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION:

Approve the final payment amounts for the landfill gas system compressor station upgrade as follows:

| | |
|--------------------------|-----------|
| LFG Technologies, Inc. | \$297,875 |
| Olander Contracting Co. | \$107,806 |
| Gateway Building Systems | \$ 16,942 |

Attachments



December 3, 2008

Wenck Associates, Inc.
1111 Westrac Drive
Suite 205
Fargo, ND 58103

(701) 297-9600
Fax: (701) 297-9601
E-mail: wenckfa@wenck.com

Mr. Terry Ludlum
City of Fargo-Division of Solid Waste
2301 8th Avenue North
Fargo, North Dakota 58102

Re: Fargo Landfill
Gas System Modifications
Wenck File #0208-13-02

Dear Terry:

As you know, the recent changes to the landfill gas system went well, and the system reliability should be now much improved, as well as allowing capacity for expansion in the future as the landfill grows. The modifications project consisted of three main components; (1) the installation of a new blower compressor system that will work in conjunction with the existing blower compression system, (2) associated mechanical work, and (3) a building enclosure. The project was completed by three (3) different contractors; Landfill Gas Technologies was the supplier of the landfill gas blower compressor system, Olander Contracting Company for installation and completion of the mechanical work associated with the project, and Gateway Builders, Inc. for the building structure housing the system.

The project cost were also reasonably in line with initial estimates, especially given the variability inherent in putting in such a new, cutting-edge system with very little precedence in the region. The system was also "improved" during the construction period to allow better flexibility for the City, such as the larger building allowing for expansion in the future, and better ability to verify carbon and methane destruction for use with the Chicago Climate Exchange.

A summary of the project costs are shown below, both original estimates and actual final costs, with final costs being just 14% over the original project estimates. The discrepancies between estimated and final costs are then discussed below.

| <u>Contractor</u> | <u>Original Contracts</u> | <u>Final Costs</u> |
|-----------------------------|---------------------------|---------------------|
| LFG Technologies (supplier) | \$297,875.00 | \$297,875.00 |
| Olander Contracting Co. | \$58,850.00 | \$107,805.68 |
| Gateway Building Systems | <u>\$13,500.00</u> | <u>\$16,942.00</u> |
| Totals | \$370,225.00 | \$422,622.68 |
| Difference | +\$52,397.68 | |
| Or | +14% | |

Mr. Terry Ludlum
City of Fargo Division of Solid Waste
December 3, 2008
Page 2

With the landfill gas blower compressor having a long lead time limited detail was known on the individual components that were going to be required on the mechanical aspect of the project.

Olander's original proposal included nine (9) bid items, these bid items showed that the material cost were to be supplied by others. At the time of requesting the proposal the intention was that the material cost would be the actual equipment associated with the bid item but not the pipe, valves and associated fittings. Olander assumed that all the material would be supplied by others. Items 1, 3, 4, 5, and 6 (see attachment) required Olander to purchase and install pipe, valves and associated fitting, many of which were stainless steel pipe and required welding of the joints and fittings. With the landfill gas blower compressor having a long lead time, limited detail was known on the individual components that were going to be required on the mechanical aspect of the project. The following is a detailed description of the extra charges:

1. 600 SCFM Air Cooled Heat Exchanger – This item required removal of the existing grating on the existing skid to mount the unit, supplied and installed approximately 27 feet of 6 inch and 10 feet of 8 inch stainless steel pipe associated fittings and welding.
2. 7 HP Motor Starter for Heat Exchanger – This item required the relocation of the starter to suit the actual installation of the heat exchanger.
3. Modifications to Existing Valves – This item included approximately 7 feet of 8 inch and 6 feet of 4 inch stainless steel pipe and associated fittings and welding.
4. Addition of Continuous LFG Pilot for Existing Flare – This item included approximately 32 feet of 3/8 inch tubing, fittings and valves.
5. Addition of 1800 SCFM Coalescing Filter – This item included supply and installation of approximately 9 feet of 8 inch stainless steel pipe, associated fittings and welding and an 8 inch butterfly valve.
6. 600 SCFM Blower Compression System – This item included supply and installation of approximately 40 feet of 4 inch stainless steel pipe, associated fittings, welding, approximately 40 feet of 6" HDPE pipe and fittings and the supply and installation of a 8 inch stainless steel check valve installed into the existing 8 inch pipe.
7. 100 HP Motor Starter for New Blower Compressor – No change for this item.
8. Electrical Work – The scope of this item was very limited at the time proposals were requested. The additional costs included the installation of methane sensors, wiring of an exhaust fan that was relocated and wiring for an additional flow meter installation.
9. 18' X 24' Concrete Pad for New Blower Compression System – The pad dimension was increased to 18' X 75' as requested by the City of Fargo. The amount requested is a little bit less per square foot than originally proposed.

Mr. Terry Ludlum
City of Fargo Division of Solid Waste
December 3, 2008
Page 3

The following items were additions to the original proposal:

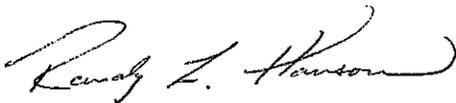
10. Addition of Flow Meter – This item was requested by the City of Fargo. The flow meter was installed on the pipe train for the flare. This flow meter will allow the City to log the amount of landfill gas that is destructed in the flare.
11. Relocate Existing Exhaust Fan – This item was overlooked at the time proposals were requested. The exhaust fan was relocated to the exterior wall of the building addition.
12. Addition of 8 inch Stainless Steel Check Valve – this item was requested by LFG Technologies to help alleviate any issues with the new blower compressor system to work in conjunction with the existing blower compressor system.
13. Installation of 6 inch butterfly valve – this item was requested by LFG Technologies and is necessary to isolate the two blower compressor systems when needed.
14. Installation of 4 inch Stainless Steel Check Valve – this item was requested by LFG Technologies and is necessary for the operation of the new blower compressor system and the existing to work together.

Of the additional \$52,397.68 in extra work \$20,891.68 was from the result of supply and installation of pipe, fittings and welding of the stainless steel and HDPE pipe. \$7,064.00 was for additional electrical work, \$14,900.00 for the increase in the size of the concrete pad and \$6,100.00 for additional work and material added to the project scope during construction, and \$3,442.00 for increasing the building size to 18' x 72'.

If you have any questions please contact Randy Hanson at 701-297-9600.

Sincerely,

WENCK ASSOCIATES, INC.



Randy Hanson
Project Manager

REPORT OF ACTION

UTILITY COMMITTEE

Project No. NA Type: Primary Clarifier No. 2 Rehabilitation
Change Order No. 1

Location: Wastewater Treatment Plant (WWTP)

Date of Hearing: 12/10/08

| <u>Routing</u> | <u>Date</u> |
|-----------------|-------------|
| City Commission | 12/15/08 |
| Project File | |

Jim Hausauer, Wastewater Utility Manager, presented the attached memorandum and Change Order No. 1 related to the rehabilitation of Clarifier No. 2 at the WWTP. The original scope of work included replacement of the center distribution pipe, rotating scraper blades, weirs and associated equipment. Change Order No.1 includes the following additional items as requested by the City under a field directive.

- | | | |
|----|--|---------|
| 1. | Add two scrapper blades to primary clarifier mechanism | \$3,067 |
| 2. | Remove center concrete column | \$4,964 |

The total amount of Change Order No. 1 is \$8,031 which would increase the total contract amount to \$260,206. Funding for this project has been included in the 2008 WWTP budget. It was the recommendation of the Wastewater Utility to approve Change Order No. 1 in the amount of \$8,031 to John T. Jones Construction for the Primary Clarifier No. 2 Rehabilitation project.

On a motion by Mark Bittner, seconded by Al Weigel, the Utility Committee voted to approve Change Order No.1 in the amount of \$8,031 with John T. Jones for the Primary Clarifier No. 2 Rehabilitation project.

| <u>COMMITTEE:</u> | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|---|----------------|------------|-----------|------------------|
| | | | | <u>Proxy</u> |
| Dennis Walaker, Mayor | X | | | |
| Mike Williams, City Commissioner | X | | | |
| Pat Zavoral, City Administrator | X | | | |
| Mark Bittner, City Engineer | X | | | |
| Kent Costin, Director of Finance | X | | | |
| Ron Hendricksen, Water Plant Supt. | X | | | |
| Peter Bilstad, Wastewater Plant Supt. | X | | | |
| Bruce Grubb, Enterprise Director | X | | | |
| Scott Liudahl, City Forester | X | | | |
| Terry Ludlum, Solid Waste Utility Manager | X | | | |
| James Hausauer, Wastewater Util. Manager | X | | | |
| Al Weigel, Public Works Operations Manger | X | | | |

ATTEST:

Bruce P. Grubb
Enterprise Director

- C: Commissioner Mahoney
Commissioner Wimmer
Commissioner Piepkorn



MEMORANDUM

To: Utility Committee

From: Jim Hausauer, Wastewater Utility Manager

Date: December 10th, 2008

Subject: Equipment Replacement for Primary Clarifier No.2
Change Order # 1

Background:

The Primary Clarifier # 2 rehabilitation work included replacement of the center distribution pipe, rotating scraper blades, weirs and associated equipment. The aforementioned equipment was originally installed in 1936 and needed replacement due to age and condition. On August 11th, 2008 the Fargo City Commission approved the bid award to John T. Jones Construction in the amount of \$252,175.00. The cost for this replacement has been included in the 2008 WWTP Capital Improvement/Capital Outlay Plan.

Change Order #1:

Attached you will find a change order that describes a labor/fee estimate from John T. Jones for:

1. The addition of two scraper blades to the primary clarifier mechanism - (\$3,067)
2. Removal of center concrete column in the clarifier tank - (\$4,964)

| | |
|--------------|----------------|
| Total | \$8,031 |
|--------------|----------------|

The updated contract price incorporating this change order is now \$260,206. As stated earlier, funding for this project has been included in the 2008 WWTP budget

Suggested Motion:

Recommended approval for Change Order #1 for work and associated costs described above.

Change Order

No. 1

Date of Issuance: November 21, 2008 Effective Date: November 21, 2008

| | | |
|---|------------------------------------|-----------------------------------|
| Project: Fargo WWTF Primary Clarifier #2 <u>Improvements</u> | Owner: City of Fargo, North Dakota | Owner's Contract No.: |
| Contract: General Construction | | Date of Contract: August 25, 2008 |
| Contractor: John T. Jones Construction | | Engineer's Project No.: 108.0088 |

The Contract Documents are modified as follows upon execution of this Change Order:

Addition of two small scraper blades to the primary clarifier mechanism (\$3,067)

Removal of center concrete column in clarifier tank (\$4,964)

Total - \$8,031

Attachments: (List documents supporting change):

See attached partial Change Order Numbers 1 and 2

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$252,175

Original Contract Times: Working days Calendar days

Substantial completion (days or date): February 13, 2009

Ready for final payment (days or date): March 2, 2009

Increase from previously approved Change Orders

No. _____ to No. _____:

\$ N/A

[Increase] [Decrease] from previously approved Change Orders

No. _____ to No. _____:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Price prior to this Change Order:

\$252,175

Contract Times prior to this Change Order:

Substantial completion (days or date): February 13, 2009

Ready for final payment (days or date): March 2, 2009

Increase of this Change Order:

\$8,031

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): N/A

Ready for final payment (days or date): N/A

Contract Price incorporating this Change Order:

\$260,206

Contract Times with all approved Change Orders:

Substantial completion (days or date): February 13, 2009

Ready for final payment (days or date): March 2, 2009

RECOMMENDED:

By: *Harle Olson*
Engineer (Authorized Signature)

Date: 11/21/08

ACCEPTED:

By: *J. Hansen*
Owner (Authorized Signature)

Date: 11/25/08

ACCEPTED:

By: *[Signature]*
Contractor (Authorized Signature)

Date: 11/21/08

Approved by Funding Agency (if applicable): _____

Date: _____

Change Order Instructions

A. GENERAL INFORMATION

This document was developed to provide a uniform format for handling contract changes that affect Contract Price or Contract Times. Changes that have been initiated by a Work Change Directive must be incorporated into a subsequent Change Order if they affect Price or Times.

Changes that affect Contract Price or Contract Times should be promptly covered by a Change Order. The practice of accumulating Change Orders to reduce the administrative burden may lead to unnecessary disputes.

If Milestones have been listed in the Agreement, any effect of a Change Order thereon should be addressed.

For supplemental instructions and minor changes not involving a change in the Contract Price or Contract Times, a Field Order should be used.

B. COMPLETING THE CHANGE ORDER FORM

Engineer normally initiates the form, including a description of the changes involved and attachments based upon documents and proposals submitted by Contractor, or requests from Owner, or both.

Once Engineer has completed and signed the form, all copies should be sent to Owner or Contractor for approval, depending on whether the Change Order is a true order to the Contractor or the formalization of a negotiated agreement for a previously performed change. After approval by one contracting party, all copies should be sent to the other party for approval. Engineer should make distribution of executed copies after approval by both parties.

If a change only applies to price or to times, cross out the part of the tabulation that does not apply.

Fargo Primary Clarifier #2

PROPOSED CHANGE ORDER

JTJ PROJECT # 0804 REQUEST # PCO # 1
 DATE 10/06/08

PROPOSED CHANGE: Additional scraper arms to clarifier

SUMMARY SHEET

| | | | | |
|----------------------------|----------|---------|---------|---------|
| 1 MATERIAL | | | | |
| 2 Material Cost | | | | 0 |
| 3 Sales Tax | @ | 6.50% | | 0 |
| 4 Material Handling Cost | @ | 5% | | 0 |
| 5 Expendable Material Cost | @ | 5% | | 0 |
| 6 TOTAL MATERIAL COST | | | | \$0 |
| 7 LABOR | | | | |
| Manhours | 4.0 @ | \$30.00 | | \$120 |
| Supervision | 0.0 @ | \$40.00 | | \$0 |
| 8 Fringe Benefits | 4.0 @ | \$0.00 | | \$0 |
| 9 Hourly Labor Cost | | | | \$120 |
| 10 Labor Overhead | @ | 45% | | \$54 |
| 11 Tool Replacement Cost | @ | 5% | | \$6 |
| 12 TOTAL LABOR COST | | | | \$180 |
| 13 EQUIPMENT COSTS | | | | \$0 |
| 14 OTHER DIRECT COSTS | | | | \$80 |
| 15 | | | | |
| | SUBTOTAL | | | \$260 |
| 16 MARKUP | @ | 15% | \$39.00 | |
| 17 | | | | |
| | SUBTOTAL | | | \$299 |
| 18 SUBCONTRACT COST | | | \$2,579 | |
| 19 MARKUP | @ | 5% | \$129 | |
| 20 TOTAL SUB CONTRACT COST | | | | \$2,708 |
| 21 | | | | |
| | SUBTOTAL | | | \$3,007 |
| 22 BOND COST | @ | 1% | | \$30 |
| 23 BUILDERS RISK | | | | \$30 |
| 24 | | | | |
| | SUBTOTAL | | | \$3,067 |

-After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.
 -This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.
 -Payment to be made within 30 days of date of invoice.

| | | |
|----|----------------------|---------|
| 25 | CHANGE REQUEST TOTAL | \$3,067 |
|----|----------------------|---------|

DIRECT COSTS

| DESCRIPTION | TIME USED | COST RATE | LUMP SUM | TOTAL COST |
|--------------------------------|--------------|----------------|-------------|---------------|
| ENGINEERING OR DESIGN | | | | |
| OFFICER | 0.00 | \$150.00 | 0.00 | \$0.00 |
| PROJECT MANAGER | 1.00 | \$80.00 | 0.00 | \$80.00 |
| ADMIN. ASSISTANT | 0.00 | \$20.00 | 0.00 | \$0.00 |
| PROJECT ENGINEER | 0.00 | \$60.00 | 0.00 | \$0.00 |
| FIELD ENGINEER | 0.00 | \$35.00 | 0.00 | \$0.00 |
| OFFICE OVERHEAD EXPENSE | | | | |
| ESTIMATING | 0.00 | \$35.00 | 0.00 | \$0.00 |
| DRAFTING | 0.00 | \$35.00 | 0.00 | \$0.00 |
| SCHEDULER | 0.00 | \$55.00 | 0.00 | \$0.00 |
| | 0.00 | \$0.00 | 0.00 | \$0.00 |
| TELEPHONE OR MAIL | | | | |
| TELEPHONE | 0.00 | \$25.00 | 0.00 | \$0.00 |
| FAX TIME | 0.00 | \$30.00 | 0.00 | \$0.00 |
| COPIER TIME | 0.00 | \$15.00 | 0.00 | \$0.00 |
| REPRODUCIBLES | 0.00 | \$30.00 | 0.00 | \$0.00 |
| MAIL/OVERNIGHT | 0.00 | \$10.00 | 0.00 | \$0.00 |
| COMPUTER TIME | | | | |
| COMPUTER | 0.00 | \$10.00 | 0.00 | \$0.00 |
| COMPUTER SCHEDULING | 0.00 | \$25.00 | 0.00 | \$0.00 |
| CAD | 0.00 | \$30.00 | 0.00 | \$0.00 |
| PLOTTING | 0.00 | \$40.00 | 0.00 | \$0.00 |
| TRAVEL EXPENSE | | | | |
| SITE VISIT (CAR) | 0.00 | \$55.00 | 0.00 | \$0.00 |
| SITE VISIT (PLANE) | 0.00 | \$220.00 | 0.00 | \$0.00 |
| | 0.00 | \$0.00 | 0.00 | \$0.00 |
| OTHER EXPENSE | | | | |
| | 0.00 | \$0.00 | 0.00 | \$0.00 |
| | 0.00 | \$0.00 | 0.00 | \$0.00 |
| | 0.00 | \$0.00 | 0.00 | \$0.00 |
| PLAN/TAP FEES | | | | |
| | 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL DIRECT COST | | \$80.00 | | |

SUBCONTRACTS

SUBCONTRACTOR #1

| | |
|----------|------------|
| Wes Tech | \$2,579.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |

TOTAL \$2,579.00

SUBCONTRACTOR #2

\$0.00
\$0.00
\$0.00
\$0.00
\$0.00

TOTAL \$0.00

SUBCONTRACTOR #3

\$0.00
\$0.00
\$0.00
\$0.00

TOTAL \$0.00

SUBCONTRACTOR #4

\$0.00
\$0.00
\$0.00
\$0.00

TOTAL \$0.00

SUBCONTRACTOR TOTAL \$2,579.00

Fargo Primary Clarifier #2

PROPOSED CHANGE ORDER

JTJ PROJECT # 0804

REQUEST # PCO # 2
 DATE 10/28/08

PROPOSED CHANGE: Remove Concrete Column in center of clarifier

SUMMARY SHEET

| | | | | |
|----------------------------|----------|---------|----------|---------|
| 1 MATERIAL | | | | |
| 2 Material Cost | | | | 0 |
| 3 Sales Tax | @ | 6.50% | | 0 |
| 4 Material Handling Cost | @ | 5% | | 0 |
| 5 Expendable Material Cost | @ | 5% | | 0 |
| 6 TOTAL MATERIAL COST | | | | \$0 |
| 7 LABOR | | | | |
| Manhours | 24.0 @ | \$30.00 | | \$720 |
| Supervision | 3.6 @ | \$40.00 | | \$144 |
| 8 Fringe Benefits | 24.0 @ | \$0.00 | | \$0 |
| 9 Hourly Labor Cost | | | | \$864 |
| 10 Labor Overhead | @ | 45% | | \$389 |
| 11 Tool Replacement Cost | @ | 5% | | \$43 |
| 12 TOTAL LABOR COST | | | | \$1,296 |
| 13 EQUIPMENT COSTS | | | | \$0 |
| 14 OTHER DIRECT COSTS | | | | \$80 |
| 15 | | | | |
| | SUBTOTAL | | | \$1,376 |
| 16 MARKUP | @ | 15% | \$206.40 | |
| 17 | | | | |
| | SUBTOTAL | | | \$1,582 |
| 18 SUBCONTRACT COST | | | \$3,128 | |
| 19 MARKUP | @ | 5% | \$156 | |
| 20 TOTAL SUB CONTRACT COST | | | | \$3,284 |
| 21 | | | | |
| | SUBTOTAL | | | \$4,867 |
| 22 BOND COST | @ | 1% | | \$49 |
| 23 BUILDERS RISK | | | | \$49 |
| 24 | | | | |
| | SUBTOTAL | | | \$4,964 |

-After 30 days we reserve our right to renegotiate this proposal if it is not turned into a fully executed change order.
 -This proposal may be withdrawn by John T. Jones Const. Co. if not accepted within 10 days.
 -Payment to be made within 30 days of date of invoice.

| | | |
|----|----------------------|---------|
| 25 | CHANGE REQUEST TOTAL | \$4,964 |
|----|----------------------|---------|

DIRECT COSTS

| DESCRIPTION | TIME USED | COST RATE | LUMP SUM | TOTAL COST |
|-------------------------|--------------|--------------|-------------|---------------|
| ENGINEERING OR DESIGN | | | | |
| OFFICER | 0.00 | \$150.00 | 0.00 | \$0.00 |
| PROJECT MANAGER | 1.00 | \$80.00 | 0.00 | \$80.00 |
| ADMIN. ASSISTANT | 0.00 | \$20.00 | 0.00 | \$0.00 |
| PROJECT ENGINEER | 0.00 | \$60.00 | 0.00 | \$0.00 |
| FIELD ENGINEER | 0.00 | \$35.00 | 0.00 | \$0.00 |
| OFFICE OVERHEAD EXPENSE | | | | |
| ESTIMATING | 0.00 | \$35.00 | 0.00 | \$0.00 |
| DRAFTING | 0.00 | \$35.00 | 0.00 | \$0.00 |
| SCHEDULER | 0.00 | \$55.00 | 0.00 | \$0.00 |
| | 0.00 | \$0.00 | 0.00 | \$0.00 |
| TELEPHONE OR MAIL | | | | |
| TELEPHONE | 0.00 | \$25.00 | 0.00 | \$0.00 |
| FAX TIME | 0.00 | \$30.00 | 0.00 | \$0.00 |
| COPIER TIME | 0.00 | \$15.00 | 0.00 | \$0.00 |
| REPRODUCIBLES. | 0.00 | \$30.00 | 0.00 | \$0.00 |
| MAIL/OVERNIGHT | 0.00 | \$10.00 | 0.00 | \$0.00 |
| COMPUTER TIME | | | | |
| COMPUTER | 0.00 | \$10.00 | 0.00 | \$0.00 |
| COMPUTER SCHEDULING | 0.00 | \$25.00 | 0.00 | \$0.00 |
| CAD | 0.00 | \$30.00 | 0.00 | \$0.00 |
| PLOTTING | 0.00 | \$40.00 | 0.00 | \$0.00 |
| TRAVEL EXPENSE | | | | |
| SITE VISIT (CAR) | 0.00 | \$55.00 | 0.00 | \$0.00 |
| SITE VISIT (PLANE) | 0.00 | \$220.00 | 0.00 | \$0.00 |
| | 0.00 | \$0.00 | 0.00 | \$0.00 |
| OTHER EXPENSE | | | | |
| | 0.00 | \$0.00 | 0.00 | \$0.00 |
| | 0.00 | \$0.00 | 0.00 | \$0.00 |
| | 0.00 | \$0.00 | 0.00 | \$0.00 |
| PLAN/TAP FEES | | | | |
| | 0.00 | \$0.00 | \$0.00 | \$0.00 |
| | 0.00 | \$0.00 | \$0.00 | \$0.00 |
| TOTAL DIRECT COST | | \$80.00 | | |

SUBCONTRACTS

SUBCONTRACTOR #1

| | |
|------------------------|------------|
| Dahl's Industrial Tool | \$3,128.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |
| | \$0.00 |

| | |
|-------|------------|
| TOTAL | \$3,128.00 |
|-------|------------|

SUBCONTRACTOR #2

| |
|--------|
| \$0.00 |
| \$0.00 |
| \$0.00 |
| \$0.00 |
| \$0.00 |

| | |
|-------|--------|
| TOTAL | \$0.00 |
|-------|--------|

SUBCONTRACTOR #3

| |
|--------|
| \$0.00 |
| \$0.00 |
| \$0.00 |
| \$0.00 |
| \$0.00 |

| | |
|-------|--------|
| TOTAL | \$0.00 |
|-------|--------|

SUBCONTRACTOR #4

| |
|--------|
| \$0.00 |
| \$0.00 |
| \$0.00 |
| \$0.00 |
| \$0.00 |

| | |
|-------|--------|
| TOTAL | \$0.00 |
|-------|--------|

| | |
|---------------------|------------|
| SUBCONTRACTOR TOTAL | \$3,128.00 |
|---------------------|------------|

DAHL'S INDUSTRIAL TOOL CO.

700 2nd Ave. N.W.
West Fargo, ND 58078
Phone (701) 282-4809
Fax (701) 282-5974

10/28/2008

John T. Jones Construction

phn# 701-232-3358
fax # 701-232-7040

Attn: Rachel

Subject: Saw cutting at the waste water treatment plant in Fargo

We will provide all material, equipment, and labor required to saw cut 15' of 19" concrete and 12' of 24" concrete.

Saw cutting: We will saw cut as follows

| | |
|--|-------------|
| (15') of 19" concrete @ \$125.00/ft..... | \$1,876.00. |
| (12') of 24" concrete @ \$96.00/ft..... | \$1,152.00. |
| (The deepest we will be able to cut is 24". The rest will have to be chipped out.) | |

We will not be able to saw cut the ductile iron pipe in the center.

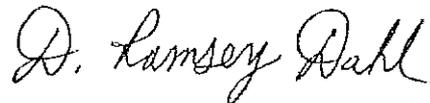
Other Charges:

| | |
|----------------------------|---------------------------|
| Set up charge @100.00..... | 100.00. |
| Total..... | <u>\$3,128.00.</u> |

We will provide plastic and wet vacs for water control. A 110V power source, and a water source (garden hose hook-up) will be provided by others. Removal of concrete to be done by others. Waste water will be taken care of by others. Any addition/reduction in said work will be charged/deducted accordingly. Thank you.

Sincerely,

D. Ramsey Dahl



(r)

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5839 Type: NDDOT Preliminary Engineering (PE) Agreement

Location: 10th St – 5th Ave S to NP Ave Date of Hearing: 12/10/08
 NDDOT project SU8-081(031)926

| | |
|------------------|---------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | 12/15/08 |
| PWPEC File | X |
| Project File | Jeremy Gorden |
| Petitioners | _____ |
| David W. Johnson | _____ |

The Committee reviewed the PE Agreement with NDDOT for proposed bridge and paving rehabilitation on the 10th Street underpass between 1st Avenue South and NP Avenue.

On a motion by Pat Zavoral, seconded by Mark Bittner, the Committee voted to recommend approval of the agreement.

RECOMMENDED MOTION

Approve NDDOT Preliminary Engineering for 10th Street underpass repairs – Project No. 5839.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: NDDOT

| | | |
|--|------------|-----------|
| | <u>Yes</u> | <u>No</u> |
| Developer meets City policy for payment of delinquent specials | N/A | _____ |
| Agreement for payment of specials required of developer | N/A | _____ |
| 30% escrow deposit required | N/A | _____ |

COMMITTEE

| | | | | |
|--|----------------|------------|---------------|------------------|
| | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
| | | | | X |
| Pat Zavoral, City Administrator | X | X | | |
| Jim Gilmour, Planning Director | X | X | | |
| Bruce Hoover, Fire Chief | X | X | Steve Balstad | |
| Mark Bittner, City Engineer | X | X | | |
| Bruce Grubb, Enterprise Director | X | X | | |
| Al Weigel, Public Works Operations Manager | X | X | | |
| Steve Sprague, City Auditor | X | X | | |

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer



North Dakota Department of Transportation

Francis G. Ziegler, P.E.
Director

John Hoeven
Governor

December 4, 2008

Mark Bittner
City Engineer
200 North 3rd Street
Fargo ND 58102

PROJECT NO. SU-8-081(031)926, PCN 17434
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT

Enclosed you will find a Preliminary Engineering Reimbursement Agreement for the Fargo 10th Street project (5th Avenue South to NP Avenue). This agreement basically states that the city of Fargo will not cancel this project.

Please have this agreement signed and return to my office for final signature. Once I receive final signature in my office I will send you a signed original for your files. If you have any questions concerning this agreement please give me a call at (701) 328-2559.

A handwritten signature in black ink, appearing to read "Ardin Striefel".

ARDIN STRIEFEL - PROJECT MANAGER
LOCAL GOVERNMENT DIVISION

38:als
Enclosure:

**North Dakota Department of Transportation
PRELIMINARY ENGINEERING REIMBURSEMENT AGREEMENT**

This agreement is between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and Fargo, North Dakota, hereinafter referred to as the City.

WHEREAS, the City has requested that NDDOT proceed with the construction of Fargo 10th Street from 5th Avenue South to NP Avenue; and;

WHEREAS, the City requests that the project be designed in accordance with Appendix A, attached hereto and incorporated by reference.

NOW, THEREFORE, it is agreed that NDDOT will take all necessary steps to design and construct the project in accordance with the Environmental Document and plans approved by the City, and schedule a bid opening at such time as funding and plan completion allows.

The City agrees that should it unilaterally and voluntarily terminate this agreement by whatever means or action, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

The City further agrees that should it request or otherwise cause a material alteration to, or a reduction of the scope of the project, it shall reimburse NDDOT for any and all costs it has incurred for engineering services under this agreement.

In the event the City fails to reimburse NDDOT, such failure shall constitute an assignment of funds, derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and that the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement.

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

Page 74 Executed by the city of Fargo, at _____, at _____
North Dakota, the last date below signed.

APPROVED:

Erik Johnson
CITY ATTORNEY (TYPE OR PRINT)

City of Fargo

SIGNATURE

Dennis R. Walaker
NAME (TYPE OR PRINT)

DATE

SIGNATURE

* Mayor
TITLE

12/15/08
DATE

ATTEST:

Steve Sprague
CITY AUDITOR (TYPE OR PRINT)

SIGNATURE

DATE

Executed for the North Dakota Department of Transportation by the Director at Bismarck,
North Dakota, the last date below signed.

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

LOCAL GOVERNMENT ENGINEER (TYPE OR PRINT)

DIRECTOR (TYPE OR PRINT)

SIGNATURE

SIGNATURE

DATE

DATE

*Mayor or President City Commission

DOT 17057 (Div. 38)
A.G. Approved 7-17-89; 6-08

**North Dakota Department of Transportation
AUTHORIZATION**

At a _____ meeting held on the _____
day of _____ 20____, it was moved by _____ and
seconded by _____ that the attached agreement be approved and
that the * _____ and city auditor be authorized to execute in behalf of the city of
_____ and that two executed copies be returned to the
North Dakota Department of Transportation Director.

Adopted on a vote of _____ aye, _____ nay, _____ absent.

ATTEST:

APPROVED:

Steve Sprague
CITY AUDITOR (TYPE OR PRINT)

City of Fargo

SIGNATURE

Dennis R. Walker
NAME (TYPE OR PRINT)

DATE

SIGNATURE

* Mayor
TITLE

12/15/08
DATE

*Mayor or President City Commission

VMB

Risk Management Appendix

Routine* Service Agreements With Sovereign Entities and Political Subdivisions of the State of North Dakota:

Parties: **State** – State of North Dakota, its agencies, officers and employees

Governmental Entity – The Governmental Entity executing the attached document, its agencies, officers and employees

Governments – State and Government Entity, as defined above

Each party agrees to assume its own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Each party shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds, authorized to do business in North Dakota, the following insurance coverages:

- 1) **Commercial general liability and automobile liability** insurance – minimum limits of liability required of the Governmental Entity are **\$250,000 per person and \$500,000 per occurrence**. The minimum limits of liability required of the State are **\$250,000 per person and \$1,000,000 per occurrence**.
- 2) **Workers compensation** insurance meeting all statutory limits.
- 3) The policies and endorsements may not be canceled or modified without **thirty (30) days prior written notice** to the undersigned State representative.

The State reserves the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

Each party that hires subcontractors shall require any non-public subcontractors, prior to commencement of work set out under an agreement between that party and the non-public subcontractor, to:

Defend, indemnify, and hold harmless the Governments, its agencies, officers and employees, from and against claims based on the vicarious liability of the Governments or its agents, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

Subcontractor shall secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools or government self-retention funds authorized to do business in North Dakota: 1) commercial general liability; 2) automobile liability; and 3) workers compensation insurance all covering the Subcontractor for any and all claims of any nature which may in any manner arise out of or result from this agreement. The minimum limits of liability required are \$250,000 per person and \$1,000,000 per occurrence for commercial general liability and automobile liability coverages, and statutory limits for workers compensation. The Governments shall be endorsed on the commercial general liability policy and automobile liability policy as additional insureds. Said endorsement shall contain a "Waiver of Subrogation" waiving any right of recovery the insurance company may have against the Governments as well as provisions that the policy and/or endorsement may not be canceled or modified without thirty (30) days prior written notice to the undersigned representatives of the Governments, and that any attorney who represents the State under this policy must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. Section 54-12-08. Subcontractor's insurance coverage shall be primary (i.e., pay first) as respects any insurance, self-insurance or self-retention maintained by the Governments. Any insurance, self-insurance or self-retention maintained by the Governments shall be excess of the Contractor's insurance and the Subcontractor's insurance and shall not contribute with them. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

*See *North Dakota Risk Management Manual*, section 5.1 for discussion of "unique" and "routine" agreements.

CERTIFICATE OF FINANCIAL RESPONSIBILITY

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE LIABILITIES ASSUMED BY THE STATE OF NORTH DAKOTA OR THE COVERAGES THAT MAY BE AFFORDED BY ANY INSURANCE CARRIERS OR SELF-INSURED FUNDS.

LIABILITY OF THE STATE IS CREATED AND LIMITED BY ENACTMENT OF CHAPTER 32-12.2 OF THE NORTH DAKOTA CENTURY CODE. AS OF APRIL 22, 1995, ALL TERMS, CONDITIONS, STATUTES OF LIMITATIONS APPLY AS OUTLINED THEREIN. DAMAGES THAT MAY BE PAID WITHOUT SPECIFIC LEGISLATIVE AUTHORITY FOR EVENTS OCCURRING PRIOR TO AUGUST 1, 1997, ARE \$250,000 PER PERSON AND \$750,000 PER OCCURRENCE; ON OR AFTER AUGUST 1, 1997, \$250,000 PER PERSON AND \$1,000,000 PER OCCURRENCE.

THE STATE OF NORTH DAKOTA HAS FUNDED FOR THIS LIABILITY EXPOSURE AT A LEVEL DETERMINED BY AN INDEPENDENT ACTUARY.

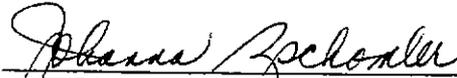
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

North Dakota Department of Transportation.

THIS CERTIFICATE IS ISSUED TO: To Whom it May Concern

ON THIS DATE OF: April 16, 1998

BY:



AUTHORIZED REPRESENTATIVE OF THE
STATE OF NORTH DAKOTA OFFICE OF
MANAGEMENT AND BUDGET



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5530
 NDDOT Project IM-SU-8-094(052)347

Type: NDDOT Agreement Amendment

Location: I-94 at 57th St S (9th St East in West Fargo)

Date of Hearing: 12/10/08

| | |
|------------------|---------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | 12/15/08 |
| PWPEC File | X |
| Project File | Brenda Derrig |
| Petitioners | |
| David W. Johnson | |

The Committee reviewed the Amendment to the NDDOT Cost Participation and Maintenance Agreement. The amendment addresses the addition of traffic signals and related items at ramp intersections.

On a motion by Mark Bittner, seconded by Pat Zavoral, the Committee voted to recommend approval of the amended agreement.

RECOMMENDED MOTION

Approve Amendment to NDDOT Cost Participation and Maintenance Agreement for NDDOT Project IM-SU-8-094(052)347.

PROJECT FINANCING INFORMATION: City of Fargo to advance fund
 Recommended source of funding for project: to be reimbursed by NDDOT in 2012

| | Yes | No |
|--|-----|----|
| Developer meets City policy for payment of delinquent specials | N/A | |
| Agreement for payment of specials required of developer | N/A | |
| 30% escrow deposit required | N/A | |

COMMITTEE

| | Present | Yes | No | Unanimous |
|--|---------|-----|---------------|-----------|
| | | | | X |
| Pat Zavoral, City Administrator | X | X | | |
| Jim Gilmour, Planning Director | X | X | | |
| Bruce Hoover, Fire Chief | X | X | Steve Balstad | |
| Mark Bittner, City Engineer | X | X | | |
| Bruce Grubb, Enterprise Director | X | X | | |
| Al Weigel, Public Works Operations Manager | X | X | | |
| Steve Sprague, City Auditor | X | X | | |

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

C: Bev Martinson



North Dakota Department of Transportation

ITEM 4

Francis G. Ziegler, P.E.
Director

John Hoeven
Governor

November 26, 2008

Mark Bittner
City Engineer
City of Fargo
200 N 3rd Street
Fargo ND 58102

WEST FARGO 9TH STREET (FARGO 57TH STREET) INTERCHANGE
PROJECT IM-SU-8-094(052)347

Enclosed you will find an amendment to the Cost Participation and Maintenance Agreement for the above referenced project. Please have the agreement signed and return to my office for final signature. Once I receive the final signature in house, I will send you a copy for your files.

If you have any questions regarding the agreement please give me a call at (701) 328-2559.

A handwritten signature in black ink, appearing to read "Ardin Striefel".

ARDIN STRIEFEL – LOCAL GOVERNMENT

38:als

Attachment:

North Dakota Department of Transportation
AMENDMENT TO COST PARTICIPATION AND MAINTENANCE AGREEMENT
Project No. IM-SU-8-094(052)347

THIS AMENDMENT to the above-referenced contract is entered into by and between the State of North Dakota, acting through its Director of Transportation, hereinafter known as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the City of Fargo, North Dakota, hereinafter known as the City, whose address is 200 North Third Street, Fargo, North Dakota 58102.

WHEREAS, the parties entered into a contract on October 26, 2007; and

WHEREAS, additional traffic control and surveillance items have been approved to be added to this project; and

WHEREAS, the surveillance camera, interconnect cable, and the traffic signals for the intersection of the south ramp and crossroad were not included in the contract; and

WHEREAS, this amendment will incorporate the surveillance camera, interconnect cable, and traffic signals, which need to be a part of the original agreement; and

NOW THEREFORE, the City and NDDOT agree to the following:

1. The City will pay zero percent for the surveillance camera, interconnect cable, and traffic signals; and
2. The City will make contractor payments as this additional work progresses; and
3. NDDOT will pay the federal match of the 10 percent funds for additional work; and
4. NDDOT will reimburse the City for all eligible federal aid and state shares of the project in the 2012 federal fiscal year; and
5. The revised cost estimate attached (Appendix A) is hereby incorporated into and made part of the above-referenced agreement; and
6. NDDOT will maintain or cause to maintain the surveillance camera, interconnect cable, and traffic signals at both the north and south ramps and crossroad.

All other terms and conditions of the above-referenced contract are incorporated herein by reference and remain in full force and effect.

EXECUTED the date last below signed.

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

To be signed by **Owner; Partner; Corp. Pres., Vice Pres., or other authorized Corp. Officer.** (If signed by other authorized Corp. Officer, please attach copy of Power of Attorney or other documentation showing authority to sign.)

CITY:

City of Fargo
COMPANY NAME

Dennis R. Walaker
OFFICER'S NAME (TYPE OR PRINT)

SIGNATURE

Mayor
TITLE

12/15/08
DATE

NORTH DAKOTA DEPARTMENT
OF TRANSPORTATION

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

DIVISION DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

DOT 52494 (Div. 06)
L.D. Approved 5-19-00; 5-03
DK 11-21-08

Appendix A1
West Fargo 9th Street (57th Street Fargo) and I-94 Interchange
Estimate of Costs
IM-SU-8-094(052)347

INTERCHANGE CONSTRUCTION (2009) - IM-SU-8-094(052)347

Construction

Overpass: \$5,655,658
 West Fargo - 75% \$4,241,744
 *Fargo - 25% \$1,413,915

Ramps: \$4,194,860
 **Federal - 90% \$3,775,374
 **State - 10% \$419,486

Construction Engineering \$565,566

**Federal - 90% \$509,009
 **State Funds - 10% \$56,556

Right-of-Way \$3,300,000

SE Quadrant \$1,011,050
 Federal - 50% \$505,525
 *SU Federal Funds - 40% \$404,420
 Fargo Funds - 10% \$101,105
 NW Quadrant \$ 439,297
 SW Quadrant \$ 395,791
 NE Quadrant \$1,453,862
 Federal - 50% \$1,144,475
 West Fargo - 50% \$1,144,475

Utility Relocation \$1,621,550

Federal - 50% \$810,775
 West Fargo - 37.5% \$608,081
 *SU Federal Funds - 12.5% \$202,694

TOTALS

Federal IM Funds \$ 6,745,158
 State \$ 476,042
 West Fargo \$ 6,948,225
 *SU Federal Funds \$ 2,440,108 (\$2,339,003(SU Funds) + \$101,105(Fargo Funds))
 Total Cost \$16,609,534

*SU Federal funds will be used to pay for most of the City of Fargo's share of this project. Fargo's Urban Roads Funds shall be used. The City of Fargo shall pay the 10% Federal match with City funds for right-of-way in the SE quadrant of this project.

**City of Fargo will advance fund this project cost. NDDOT will reimburse the city of Fargo in 2012.

Note: The costs shown are estimates. The cities will only be billed for actual costs incurred.

Appendix A2

IM-SU-8-094(052)347 Cost Estimate and Funding Breakdown

| Cost Estimate: | West Fargo | Fargo | IM Funds | SU Funds | State |
|---|--------------------|------------------|--------------------|--------------------|------------------|
| Participating Engineers Estimate (Ramps, Signals, Camera & Fiber) = | | | \$3,775,374 | | \$419,486 |
| Non-Participating Engineers Estimate (Overpass) = | \$4,241,744 | | | \$1,413,915 | |
| Preliminary Engineering = | \$953,925 | | | \$317,975 | |
| Construction Engineering = | \$565,566 | | \$509,009 | | \$56,556 |
| Right-of-way (Fargo-50%SE Quad, WFargo-50%NW,NE&SW Quad)= | \$1,144,475 | \$101,105 | \$1,650,000 | \$404,420 | |
| Utility Adjustment = | \$608,081 | | \$810,775 | \$202,694 | |
| Total of Engineer's Estimate = | \$6,948,225 | \$101,105 | \$6,745,158 | \$2,339,003 | \$476,042 |

Note: The costs shown are estimates. The cities will only be billed for actual costs incurred.



MINNEAPOLIS
FARGO
MADISON

December 4, 2008

Mr. Tom Trowbridge
Assistant City Engineer
CITY OF MOORHEAD
200 Center Avenue
PO Box 779
Moorhead, MN 56561

SUBJECT: ESTIMATE OF ENGINEERING SERVICES FOR THE REHABILITATION OF CENTER/
NP AVENUE (BRIDGE NO. 5270) OVER THE RED RIVER IN MOORHEAD, MINNESOTA
AND FARGO, NORTH DAKOTA

Dear Mr. Trowbridge:

Based on your request, we have prepared a fee estimate for the Design, Engineering and plan preparation for the rehabilitation of Bridge No. 5270 in Moorhead, Minnesota and Fargo, North Dakota.

SCOPE OF SERVICES

We have developed a Scope of Services based on the results of a project team meeting on November 6, 2008 and our understanding of the project, as well as our experience on similar projects.

TASK 1: Replacement of Existing Bridge Expansion Joints

- Prepare plans and technical specifications to provide new expansion joints for all expansion joints not replaced in the 2008 project. SRF has previously prepared plans for the joints that were rebuilt in 2008 and will be able to reuse most of our previous work.

TASK 2: Pin and Hanger Replacement

- Prepare plans and technical specifications for the replacement of all 18 fascia girder pin and hanger assemblies. This work would include a complete set of plans detailing dimensions and material of a new pin and hanger system as well as a proposed, contractor designed, shoring system for the existing steel girders.

TASK 3: Paint Adhesion Testing

- This work would consist of coordinating with a subconsultant for the testing of the existing paint system's ability to adhere a new overcoat or spot painting of the fascia girders. This work would include the identification of all critical areas to

www.srfconsulting.com

One Carlson Parkway North, Suite 150 | Minneapolis, MN 55447-4443 | 763.475.0010 Fax: 763.475.2429

An Equal Opportunity Employer

Mr. Tom Trowbridge
City of Moorhead

December 4, 2008
Page 2

be tested as well as the completion of all required tests. The intent of this work is to determine the feasibility of painting over the existing paint rather than removing the existing paint and repainting. Although, this method will not last as long as a complete repainting system, it would save a fair amount of money and provide additional life to the bridge.

TASK 4: Traffic Control

- Prepare plans for all traffic control required for the required closure of Bridge No. 5270 during the construction operations relating to tasks 1-3 described above.
- The traffic control plan would assume complete closure of the bridge and the plans would be similar to our previous rehabilitation work on the expansion joint project.

TASK 5: Minnesota Department of Transportation Bridge Office Submittal

- Submit plans for the replacement of the existing expansion joints and pin and hanger assemblies to the MN/DOT State-Aid Bridge Office for review and approval.
- Coordinate with MN/DOT regarding questions or required plan revisions.

TASK 6: Construction Observation and Assistance

- Assist the City during the construction phase with technical questions, shop plans and review of any contractor designed shoring system for the pin and hanger replacement.
- Inspection of work, as may be necessary, based on the City's request.
- Attendance of preconstruction meetings.
- Site visits: assumes two (2) site visits may be necessary to observe the work.

BUDGET

A summary of the proposed compensation for the tasks identified is as follows:

| | | |
|---------|---|---------------|
| Task 1: | Replacement of Existing Bridge Expansion Joints | \$ 4,000 |
| Task 2: | Pin and Hanger Replacement | \$ 11,000 |
| Task 3: | Paint Adhesion Testing | \$ 7,000 |
| Task 4: | Traffic Control | \$ 1,000 |
| Task 5: | MN/DOT Bridge Office Submittal | \$ 3,000 |
| Task 6: | Construction Observation and Assistance | \$ 8,000 |
| | Expenses: Mileage & meals | <u>\$ 850</u> |
| | Total: | \$ 34,850 |

Mr. Tom Trowbridge
City of Moorhead

December 4, 2008
Page 3

ASSUMPTIONS

- Assumes the City will prepare all contract specifications, advertise, open bids, and that SRF's work will only include special provisions and answering necessary technical questions as necessary.
- Price for Task 3: Paint Adhesion Testing includes \$2,000 for rental of access equipment (i.e. lifts, snooper truck, etc.).

SCHEDULE

We will complete this work within a mutually agreed upon time schedule

BASIS OF PAYMENT

We propose to be reimbursed for our services on an hourly basis for the actual time expended, for out of pocket expenses (e.g., printing, reproduction, etc.) at cost and for mileage at a rate not to exceed the IRS allowance for business miles. Invoices will be submitted on a monthly basis for work performed during the previous month with payment due within 30 days.

CHANGES IN SCOPE OF SERVICES

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

NOTICE TO PROCEED

A signed copy of this proposal mailed or faxed to our office or a separate letter of authorization will serve as a notice to proceed.

Thank you for the invitation to submit this proposal. We look forward to an opportunity to continue to work with you and your staff and SRF's potential contributions in greater detail. If you have any questions regarding this proposal, please contact us at 763-475-0010.

Sincerely,

APPROVED:

SRF CONSULTING GROUP, INC.



Larry A. Erickson, PE
Principal

(signature)

Name _____

Title _____

Date _____

LAE/smf

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5031-2 Type: Engineering Services Contract Amendments

Location: Southwood Date of Hearing: 12/10/08
Riverwood

| <u>Routing</u> | <u>Date</u> |
|------------------|-----------------------------|
| City Commission | <u>12/15/08</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>April Walker</u> |
| Petitioners | <u> </u> |
| David W. Johnson | <u> </u> |

Mark Bittner stated that the current northerly limit of the SSFC project is at 32nd Avenue South. There are other locations north of 32nd Avenue that will be impacted by the future expansion of the floodplain. Mark recommended that the City proceed to develop flood protection options for Southwood and Riverwood areas.

On a motion by Pat Zavoral, seconded by Bruce Grubb, the Committee voted to recommend approval of flood control studies for Southwood and Riverwood areas.

RECOMMENDED MOTION

Approve Engineering Services Contract Amendments with Houston Engineers in the amount of \$147,069 for flood control studies in Southwood and Riverwood.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Storm Sewer Utility

| | <u>Yes</u> | <u>No</u> |
|--|------------|-------------------|
| Developer meets City policy for payment of delinquent specials | <u>N/A</u> | <u> </u> |
| Agreement for payment of specials required of developer | <u>N/A</u> | <u> </u> |
| 30% escrow deposit required | <u>N/A</u> | <u> </u> |

COMMITTEE

| | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|--|----------------|------------|---------------|------------------|
| | | | | <u>X</u> |
| Pat Zavoral, City Administrator | <u>X</u> | <u>X</u> | | |
| Jim Gilmour, Planning Director | <u>X</u> | <u>X</u> | | |
| Bruce Hoover, Fire Chief | <u>X</u> | <u>X</u> | Steve Balstad | |
| Mark Bittner, City Engineer | <u>X</u> | <u>X</u> | | |
| Bruce Grubb, Enterprise Director | <u>X</u> | <u>X</u> | | |
| Al Weigel, Public Works Operations Manager | <u>X</u> | <u>X</u> | | |
| Steve Sprague, City Auditor | <u>X</u> | <u>X</u> | | |

ATTEST:

Mark H. Bittner
Mark H. Bittner
City Engineer

C: Bev Martinson



Houston Engineering, Inc.

2505 N. University Dr., Box 5054 ■ Fargo, ND 58105-5054 ■ Ph: 701-237-5065 ■ Fax: 701-237-5101

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT

Project: City of Fargo Flood Insurance Study (Project 5031-2)
Contract Amendment for Southwood Area Flood Control Evaluation
HE Project No. 5712-000

Client: City of Fargo
200 North 3rd Street
Fargo, ND 58102
Phone (701) 241-1545
Attn: Mark Bittner, City Engineer

**Location
of Project:** Fargo, North Dakota

**Description
of Work:** The Southwood Area Flood Control Evaluation involves establishing and evaluating two different scenarios for flood protection in the Southwood Area of Fargo. The area termed the "Southwood Area" extends along the Red River from between 26th and 32nd Avenues South.

Scenarios for protection will include a partial (non-certifiable) protection plan (100-year) and a full (FEMA certifiable) protection plan (100yr + 3 for floodwalls and 100yr + 4 for levees).

Houston Engineering, Inc. is pleased to provide this proposal to perform the following tasks. Tasks will be performed in accordance with our standard hourly rates (Attachment 1). Estimated costs are provided following the scope of work. A detailed cost estimate is also attached (Attachment 2).

1. Develop Conceptual Alignments for both Full and Partial Protection Options.
2. Kickoff Meeting with City
 - i. Review Alignments
 - ii. Establish Design Criteria
 - iii. Review Preliminary Geotechnical Issues
3. Public Meeting with landowners, Prepare and Mail – Notice to Landowners of Field Reconnaissance
4. Phase 1 Geotechnical Analysis – Braun Intertec (Attachment 3)
 - i. HEI Project Coordination

| | | | | |
|--------------------------|-----------------------------------|------------------------------------|--------------------|---------------------|
| Minneapolis Office | ■ 6901 E. Fish Lake Rd., Ste. 140 | ■ Maple Grove, MN 55369-5455 | ■ Ph: 763-493-4522 | ■ Fax: 763-493-5572 |
| Bismarck Office | ■ 3712 Lockport Street | ■ Bismarck, ND 58503-5535 | ■ Ph: 701-323-0200 | ■ Fax: 701-323-0300 |
| Minot Office | ■ 720 Western Avenue | ■ Minot, ND 58701-3700 | ■ Ph: 701-852-7931 | ■ Fax: 701-858-5655 |
| Thief River Falls Office | ■ 208 4th Street East | ■ Thief River Falls, MN 56701-2013 | ■ Ph: 218-681-2951 | ■ Fax: 218-681-2987 |

Equal Opportunity Employer

www.houstonengineeringinc.com

- ii. Data Review and Reconnaissance
- iii. Refinement of Boring Locations
5. Preliminary Consultation with FEMA
 - i. Review of Conceptual Alignments
 - ii. Discussion of Acceptable Tie-in Points / Elevations
6. Progress Meeting 1 with City
7. Prepare and Mail – Landowners Permissions Forms for Field Data Collection (Borings/Survey)
8. Phase 2 Geotechnical Analysis – Braun Intertec (Attachment 3)
 - i. HEI Project Coordination
 - ii. Penetration Test Borings
 - iii. Inclinometer Installation
 - iv. Sample Review and Laboratory Testing
 - v. Inclinometer Monitoring
 - vi. Stability, Settlement, and Seepage Analysis
 - vii. Reporting
9. Field Topographic Survey/CADD Drawings
 - i. General topographic survey of alignments (buildings, trees, utilities, etc.)
10. Develop Preliminary Alignments / Cost Estimate
 - i. 1 partial (non-certifiable) protection plan (100-year)
 - ii. 1 full (FEMA certifiable) protection plan (100yr + 3 for floodwalls and 100yr + 4 for levees)
 - iii. Assumes 2-3 sheets per plan
 - iv. Construction Costs
 - v. Real Estate Costs

Note: This step will include enlisting the services of RM Hoefs & Associates, Inc. to develop preliminary real estate costs. The costs of these services are not included in this proposal and will be billed directly to the city of Fargo.
11. Hydraulic Impacts on Red River of the North
 - i. Steady State Model Analysis
12. Progress Meeting 2 with City
13. Public Involvement / Staking Alignment / On-Site Meetings with Landowners
14. Prepare, Mail, Compile Follow-up Questionnaire to Solicit Landowner Comments
15. Revise Preliminary Alignments / Prepare Final Cost Estimate / Decision Document
 - i. Revise alignments where possible to address landowner concerns
 - ii. 1 partial (non-certifiable) protection plan (100-year)
 - iii. 1 full (FEMA certifiable) protection plan (100yr + 3 for floodwalls and 100yr + 4 for levees)
 - iv. Assumes 4-6 sheets per plan (plan/profile format)
 - v. Construction Costs
 - vi. Real Estate Costs

Note: This step will include enlisting the services of RM Hoefs & Associates, Inc. to revise preliminary real estate costs. The costs of these services are not included in this proposal and will be billed directly to the city of Fargo.
16. Progress Meeting 3 with City
17. Public Meeting to Present Findings

Fee: The total fee for the above described work is \$125,681. The Houston Engineering, Inc. fee for the above described tasks is \$88,597. In addition we have enclosed a sub-consultant proposal from Braun Intertec for the geotechnical tasks estimated at \$37,084 (Attachment 3).

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Proposal: Houston Engineering, Inc.

Client: City of Fargo

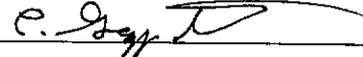
Signature: _____

Dennis R. Walaker

Mayor

Title: _____

Date: 12/15/08

Signature:  _____

Title: Vice President

Date: 12/10/2008

2008 FEE SCHEDULE
for
Houston Engineering, Inc.

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc.

| | |
|----------------------------------|-----------------|
| Engineer I | 133.00 per hour |
| Engineer II | 121.00 per hour |
| Engineer III | 103.00 per hour |
| Engineer IV | 86.00 per hour |
| Engineer V | 76.00 per hour |
| Legislative/Grant Specialist | 111.00 per hour |
| Environmental Scientist I | 133.00 per hour |
| Environmental Scientist II | 115.00 per hour |
| Environmental Scientist III | 100.00 per hour |
| Environmental Scientist IV | 86.00 per hour |
| Environmental Scientist V | 76.00 per hour |
| Designer I | 97.00 per hour |
| Designer II | 81.00 per hour |
| Landscape Architect | 86.00 per hour |
| Planner | 86.00 per hour |
| Land Surveyor I | 121.00 per hour |
| Land Surveyor II | 107.00 per hour |
| Land Surveyor III | 86.00 per hour |
| Land Surveyor IV | 76.00 per hour |
| Construction Observer (Eng.) I | 121.00 per hour |
| Construction Observer (Eng.) II | 107.00 per hour |
| Construction Observer (Eng.) III | 86.00 per hour |
| Construction Observer (Eng.) IV | 76.00 per hour |
| Technician I | 76.00 per hour |
| Technician II | 70.00 per hour |
| Technician III | 61.00 per hour |
| Technician IV | 53.00 per hour |
| GIS/Web Specialist | 100.00 per hour |
| GIS Specialist | 76.00 per hour |
| GIS Technician | 62.00 per hour |



Houston Engineering, Inc.
Leave Nothing to Chance™

Client: **City of Fargo, ND**

Cost Proposal for Services Associated with the Southwood Area

Project Name: **Flood Control Evaluation (5712-000)**

Date: **11/28/2008**

1. Develop Conceptual Alignments for both Full and Partial Protection Options.

| | <u>Unit</u> | <u>Quantity</u> | <u>Rate</u> | <u>Cost</u> |
|---------------------|-------------|-----------------|-------------|-------------|
| Engineer II | hr | 5.5 | \$121.00 | \$665.50 |
| Engineer III | hr | 32 | \$103.00 | \$3,296.00 |
| GIS Specialist | hr | 8 | \$76.00 | \$608.00 |
| Vehicle (cars/2-wd) | mi | 20 | \$0.55 | \$11.00 |
| Total Task = | | | | \$4,580.50 |

2. Kickoff Meeting with City

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> |
|--------------|--------------|------------------|------------------|
| Engineer II | hr | 6 | \$121.00 |
| Engineer III | hr | 4 | \$103.00 |
| Total Task = | | | \$1,138.00 |

3. Prepare and Mail - Notice Landowners of Field Reconnaissance

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> |
|----------------|--------------|------------------|------------------|
| Engineer II | hr | 4 | \$121.00 |
| Engineer III | hr | 4 | \$103.00 |
| GIS Specialist | hr | 6 | \$76.00 |
| Clerical I | hr | 2 | \$53.00 |
| Other | ea | 4 | \$100.00 |
| Total Task = | | | \$1,858.00 |

4. Phase 1 Geotechnical Analysis – (HEI Costs Only) - See Braun Intertec Proposal for Costs

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> |
|---------------------|--------------|------------------|------------------|
| Engineer II | hr | 4 | \$121.00 |
| Engineer III | hr | 8 | \$103.00 |
| GIS Specialist | hr | 4 | \$76.00 |
| Clerical I | hr | 1 | \$53.00 |
| Vehicle (cars/2-wd) | mi | 40 | \$0.55 |
| Total Task = | | | \$1,687.00 |

5. Preliminary Consultation with FEMA (tie-in points,...)

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> |
|----------------|--------------|------------------|------------------|
| Engineer II | hr | 4 | \$121.00 |
| Engineer III | hr | 4 | \$103.00 |
| GIS Specialist | hr | 4 | \$76.00 |
| Clerical I | hr | 1 | \$53.00 |
| Total Task = | | | \$1,253.00 |

6. Progress Meeting 1 with City

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> | |
|---------------------|--------------|------------------|------------------|------------|
| Engineer II | hr | 6 | \$121.00 | \$726.00 |
| Engineer III | hr | 4 | \$103.00 | \$412.00 |
| GIS Specialist | hr | 4 | \$76.00 | \$304.00 |
| Clerical I | hr | 2 | \$53.00 | \$106.00 |
| Vehicle (cars/2-wd) | mi | 10 | \$0.55 | \$5.50 |
| Total Task = | | | | \$1,553.50 |

7. Prepare and Mail – Landowners Permissions Forms for Field Data Collection (Borings/Survey)

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> | |
|----------------|--------------|------------------|------------------|------------|
| Engineer II | hr | 4 | \$121.00 | \$484.00 |
| Engineer III | hr | 8 | \$103.00 | \$824.00 |
| GIS Specialist | hr | 4 | \$76.00 | \$304.00 |
| Clerical I | hr | 2 | \$53.00 | \$106.00 |
| Total Task = | | | | \$1,718.00 |

8. Phase 2 Geotechnical Analysis – (HEI Costs Only) - See Braun Intertec Proposal for Costs

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> | |
|---------------------|--------------|------------------|------------------|------------|
| Engineer II | hr | 8 | \$121.00 | \$968.00 |
| Engineer III | hr | 8 | \$103.00 | \$824.00 |
| GIS Specialist | hr | 4 | \$76.00 | \$304.00 |
| Clerical I | hr | 2 | \$53.00 | \$106.00 |
| Vehicle (cars/2-wd) | mi | 40 | \$0.55 | \$22.00 |
| Total Task = | | | | \$2,224.00 |

9. Field Topographic Survey/CADD Drawings

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> | |
|--------------------------|--------------|------------------|------------------|-------------|
| Engineer II | hr | 8 | \$121.00 | \$968.00 |
| Engineer III | hr | 24 | \$103.00 | \$2,472.00 |
| CAD Operator II | hr | 80 | \$70.00 | \$5,600.00 |
| GIS Specialist | hr | 24 | \$76.00 | \$1,824.00 |
| Survey 2-man | hr | 50 | \$116.00 | \$5,800.00 |
| GPS Equipment | hr/unit | 100 | \$25.00 | \$2,500.00 |
| Technician I | hr | 8 | \$76.00 | \$608.00 |
| Vehicle (suburbans/4-wd) | mi | 100 | \$0.70 | \$70.00 |
| Total Task = | | | | \$19,842.00 |

10. Develop Preliminary Alignments / Cost Estimate

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> | |
|---------------------|--------------|------------------|------------------|-------------|
| Engineer II | hr | 24 | \$121.00 | \$2,904.00 |
| Engineer III | hr | 40 | \$103.00 | \$4,120.00 |
| CAD Operator II | hr | 40 | \$70.00 | \$2,800.00 |
| GIS Specialist | hr | 24 | \$76.00 | \$1,824.00 |
| Clerical I | hr | 2 | \$53.00 | \$106.00 |
| Vehicle (cars/2-wd) | mi | 40 | \$0.55 | \$22.00 |
| Total Task = | | | | \$11,776.00 |

11. Hydraulic Impacts on Red River of the North

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> | |
|----------------|--------------|------------------|------------------|------------|
| Engineer II | hr | 4 | \$121.00 | \$484.00 |
| Engineer III | hr | 16 | \$103.00 | \$1,648.00 |
| GIS Specialist | hr | 8 | \$76.00 | \$608.00 |
| Clerical I | hr | 2 | \$53.00 | \$106.00 |
| Total Task = | | | | \$2,846.00 |

12. Progress Meeting 2 with City

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> | |
|---------------------|--------------|------------------|------------------|------------|
| Engineer II | hr | 6 | \$121.00 | \$726.00 |
| Engineer III | hr | 4 | \$103.00 | \$412.00 |
| GIS Specialist | hr | 8 | \$76.00 | \$608.00 |
| Clerical I | hr | 2 | \$53.00 | \$106.00 |
| Vehicle (cars/2-wd) | mi | 10 | \$0.55 | \$5.50 |
| Total Task = | | | | \$1,857.50 |

13. Public Involvement / Staking Alignment / On-Site Meetings with Landowners

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> | |
|--------------------------|--------------|------------------|------------------|-------------|
| Engineer II | hr | 24 | \$121.00 | \$2,904.00 |
| Engineer III | hr | 32 | \$103.00 | \$3,296.00 |
| CAD Operator II | hr | 4 | \$70.00 | \$280.00 |
| GIS Specialist | hr | 4 | \$76.00 | \$304.00 |
| Survey 2-man | hr | 20 | \$116.00 | \$2,320.00 |
| GPS Equipment | hr/unit | 40 | \$25.00 | \$1,000.00 |
| Technician I | hr | 4 | \$76.00 | \$304.00 |
| Vehicle (cars/2-wd) | mi | 40 | \$0.55 | \$22.00 |
| Vehicle (suburbans/4-wd) | mi | 40 | \$0.70 | \$28.00 |
| Total Task = | | | | \$10,458.00 |

14. Prepare, Mail, Compile Follow-up Questionnaire to Solicit Landowner Comments

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> | |
|----------------|--------------|------------------|------------------|------------|
| Engineer II | hr | 4 | \$121.00 | \$484.00 |
| Engineer III | hr | 8 | \$103.00 | \$824.00 |
| GIS Specialist | hr | 8 | \$76.00 | \$608.00 |
| Clerical I | hr | 2 | \$53.00 | \$106.00 |
| Total Task = | | | | \$2,022.00 |

15. Revise Preliminary Alignments / Prepare Final Cost Estimate / Decision Document

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> | |
|-----------------|--------------|------------------|------------------|-------------|
| Engineer II | hr | 32 | \$121.00 | \$3,872.00 |
| Engineer III | hr | 60 | \$103.00 | \$6,180.00 |
| CAD Operator II | hr | 40 | \$70.00 | \$2,800.00 |
| GIS Specialist | hr | 24 | \$76.00 | \$1,824.00 |
| Clerical I | hr | 2 | \$53.00 | \$106.00 |
| Other | ea | 1 | \$25.00 | \$25.00 |
| Total Task = | | | | \$14,807.00 |

16. Progress Meeting 3 with City

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> | |
|---------------------|--------------|------------------|------------------|------------|
| Engineer II | hr | 6 | \$121.00 | \$726.00 |
| Engineer III | hr | 4 | \$103.00 | \$412.00 |
| GIS Specialist | hr | 4 | \$76.00 | \$304.00 |
| Clerical I | hr | 2 | \$53.00 | \$106.00 |
| Vehicle (cars/2-wd) | mi | 10 | \$0.55 | \$5.50 |
| Total Task = | | | | \$1,553.50 |

17. Public Meeting to Present Findings

| | <u>Hours</u> | <u>Rate (\$)</u> | <u>Cost (\$)</u> | |
|---------------------|--------------|------------------|------------------|------------|
| Engineer II | hr | 24 | \$121.00 | \$2,904.00 |
| Engineer III | hr | 24 | \$103.00 | \$2,472.00 |
| GIS Specialist | hr | 24 | \$76.00 | \$1,824.00 |
| Clerical I | hr | 4 | \$53.00 | \$212.00 |
| Vehicle (cars/2-wd) | mi | 20 | \$0.55 | \$11.00 |
| Total Task = | | | | \$7,423.00 |

Estimated Houston Engineering, Inc. Fee = \$88,597
Subconsultant Fee (Braun Intertec) = \$37,084
Total Estimated Fee = \$125,681



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

November 17, 2008

Proposal FA-08-05058

Mr. Jerry Bents
Houston Engineering, Inc.
2505 North University Drive
Fargo, ND 58105

Re: Proposal for Preliminary Stability Assessment
Flood Control Structures
Southwood Drive South, East of 11th Street South
Fargo, North Dakota

Dear Mr. Bents:

We respectfully submit our proposal to complete a preliminary stability assessment of flood control structures proposed for residences located along Southwood Drive South, east of 11th Street South, in Fargo.

Our Understanding of Project

Aerial images of the aforementioned residential areas, and a reconnaissance of the areas conducted under your accompaniment, indicate that currently proposed flood control structure alignment through the Southwood Drive South residential area will locally be on or in close proximity to filled and natural slopes that descend from the residential building pads to the Red River. Portions of the slopes are confirmed or suspected to have failed in the past. Continued movement of the confirmed or suspected failures, or movement of currently stable ground in close proximity to the failures, could impact the stability of flood control structures unknowingly built upon them or in close proximity to them.

Goals of Our Assessments

The primary goal of the flood-control evaluations our firm has performed for other local flood-control projects to date has been to qualify proposed flood-control structures in general accordance with US Department of Homeland Security-Federal Emergency Management Agency (DHS-FEMA) provisions for Riverine Structures; those provisions require an evaluation of structure stability under end of construction, flood stage, rapid drawdown, long-term steady-state and earthquake conditions. The results of analyses we have performed toward that end have also been used to determine whether or not adjustments to the structure alignments, structure type or structure geometry are warranted. We have also evaluated structure settlement, and the potential for seepage through and/or beneath the structures.

Proposed Scope of Services

The following tasks are proposed to help us meet our project goals. If unfavorable or unforeseen conditions are encountered at any point during the completion of these tasks that lead us to recommend an expanded scope of services, we will contact you to discuss those conditions before resuming our work.

Data Review and Reconnaissance

The first step in the evaluation will be to review the existing data that has been collected for other phases of our flood control work, and determine how that data might influence our assessment of each site.

We then propose to perform a more thorough reconnaissance of each area, taking notes and photos of topographic and drainage features, and evidence of instability (whether evident in ground features or structures), as they pertain to the proposed flood control alignments.

Site Access, Staking and Utility Clearance

We currently anticipate that the exploration locations will be accessible to a truck-mounted drill rig. We have not made provisions to plow snow, however, nor have we made provisions to clear wooded areas. It is possible that some locations will ultimately require an all-terrain rig. If that is the case, we will contact you at the time the exploration locations are staked to discuss how you want to proceed.

We have assumed that Braun will stake desired exploration locations, and that Houston Engineering, Inc., will survey them. While we will have staked those locations in advance of drilling; however, we request that Houston wait to survey those locations until after we have completed the drilling, in the event some of the locations are offset.

Prior to drilling, we will contact North Dakota One Call and request they notify the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. We request you or your authorized representative notify Braun Intertec immediately of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies. Braun Intertec will take reasonable precautions to avoid underground objects. In authorizing this contract, you agree to waive any claims against Braun Intertec and will indemnify and hold Braun Intertec harmless for any claims or liability due to the injury or loss allegedly arising from our damaging of underground objects that were not called to our attention prior to the beginning of work.

Most of the anticipated exploration locations will be on residential properties. We have assumed that Houston Engineering will help us gain permission to access those locations in advance of drilling.

Penetration Test Borings

We propose to drill six penetration test borings within the Southwood Drive South residential area. The locations of those borings are shown on the attached aerial. The borings are located in and around areas where the proposed flood-control structure alignment passes through or in close proximity to confirmed or suspected historic slope failure. We also propose to install slope inclinometer casings in up to five of the boreholes, so that ground movement and the depth at which it is occurring, can be confirmed. (We understand that, based on further reconnaissance, drilling and evaluation, the installation and monitoring of inclinometer casings may be a moot point if, ultimately, it would be better to simply move the proposed alignment. We are assuming for the time being, however, that a thorough assessment of the alignment as planned will be beneficial.)

To confirm the consistency of the area geologic profile and allow us to determine the impact of geologic variations and variations in flood-control structure height along the alignment through this area, we propose to extend three of the Southwood Drive South borings to a depth of 90 feet, and extend the other three to a depth of 60 feet.

The total estimated drilled footage for this area is then 450 feet. The installed footage of inclinometer casing, if each of the eligible boreholes were fitted with such casing, would be 390 feet.

We have assumed that the borings can be advanced using conventional hollow-stem auger to 60 feet, but will require mud-rotary drilling equipment to advance them to 90 feet.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If additional borings are needed, or if conditions warrant extending the proposed borings, we will contact you prior to increasing our total estimated drilled footage, and submit a Change Order summarizing the anticipated additional effort and associated cost, for your review and authorization.

Borehole Sampling

Penetration tests will be performed at 2 1/2-foot vertical intervals to a depth of 25 feet, and then at 5-foot intervals to the borings' termination depths.

We have made provisions to obtain 6 thin-walled tube samples for laboratory testing.

Borehole Abandonment

Based on the intended exploration depths, we have made provisions to seal 450 linear feet of borehole with grout.

Sample Review and Laboratory Testing

Samples will be returned to our laboratory where they will be visually classified and logged by a geotechnical engineer. After classification, we will then confirm a laboratory testing schedule to establish the necessary engineering properties for our stability and engineering analyses. For purposes of developing a project budget, however, we have assumed our classification and physical property testing scope will include up to:

- 24 moisture content tests
- 6 moisture-density measurements
- 6 Atterberg limit tests
- 6 mechanical sieve-hydrometer tests
- 12 consolidated-undrained triaxial shear tests with pore water pressure measurements
- 2 hydraulic conductivity tests
- 1 consolidation tests, including load-increment time-rate measurements

Slope Inclinometer Monitoring

We have assumed that a staff engineer will make up to eight trips to the two sites to monitor deflections of the inclinometer casings – this includes an initial reading after installation and then up to seven additional readings on a quarterly basis. The data will be used to confirm movement, the depth of movement, the impact of movement on structure support and stability should the current alignments be preferred, or to develop recommendations for structure relocation.

Stability, Settlement and Seepage Analyses

We will evaluate the stability of the proposed flood control structures based on their current or alternate alignments under end-of-construction, flood stage, rapid drawdown, long-term steady-state and earthquake conditions. We will estimate settlement and evaluate the potential for seepage through and/or below the flood control structures.

We will use finite element methodology to model typical flood control structure and subsurface geologic profiles and evaluate stability, settlement and seepage. Slope/W, Sigma/W and Seep/W by Geo-Slope International, will be used to accomplish these analyses. We will look to achieve the factors of safety set forth by FEMA for the design condition and, in the event that those factors of safety are not met based on the proposed design, use the analyses to modify the design and meet those factors of safety.

Reporting

Data obtained from the evaluation will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses, and prepare a report including:

- A CAD sketch showing the project components and limits, as well as exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Summary of the laboratory testing results.
- The results of our stability, settlement and seepage analyses for the proposed design and, if necessary, for modifications of the design.
- Discussions identifying the site conditions that will impact structure design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Geotechnical recommendations for design modifications, and for construction.

Four (4) hard copies and one (1) electronic copy of our report will be submitted to you. At your request, however, additional copies can be prepared for other project team members. If you anticipate that additional copies will be needed, please request them prior to the report being completed and forwarded to you so that we can submit the additional reports to the recipients expediently.

Meetings

We have included time to also meet with you to discuss our initial findings and, later, the impact of our analytical results on structure location, support and stability. We will also want to discuss and agree on the parameters that each of our firms will need from the other to complete our analyses and design work, including flood elevations and durations, variations in structure height and/or geometry, and bearing pressures.

Estimated Cost and Invoicing

We will furnish the services described in this proposal for an estimated fee of \$37,083.50. A tabulation showing our estimated hourly and/or unit rates is also attached. We would be happy to meet with you and discuss our proposed scope of services further, clarifying the various scope components, or discussing how the scope may be adjusted to meet your project requirements.

Our work will extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

We anticipate that the field exploration can begin within approximately one to two weeks of authorization; the field exploration will take approximately two to two and one-half weeks to complete. Sample classification and laboratory testing will likely take an additional two to three weeks. We will pass along what results we have, however, as they are obtained and reviewed. We anticipate we can submit our report within approximately four to six weeks after completion of the fieldwork.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

Braun Intertec appreciates the opportunity to present this Proposal to you. We are providing it in duplicate so the original can be retained for your records and the *copy can be signed and returned to us. Please return the copy in its entirety.*

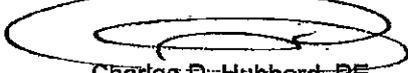
The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not significantly delay us beyond our proposed schedule.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

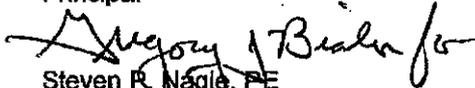
To have questions answered or schedule a time to meet and discuss our approach to this project further, please call us at 701.232.8701.

Sincerely,

BRAUN INTERTEC CORPORATION



Charles D. Hubbard, PE
Principal



Steven R. Nagle, PE
Vice President

- Attachments:
- Aerial photos (3)
- Table 1: Estimated Costs
- General Conditions (6/15/06)

The Proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Proposal - Southwood Dr. Fargo

Braun Intertec Corporation

Client: Houston Engineering, Inc.

Project: Flood Control Structures, Fargo, ND

| Braun Intertec Proposal No. PA-08-05058 | | Prepared: 1/16/2008 | | |
|--|--------|---------------------|------------|---------------------|
| Service Description: | Qty | Units | Unit Price | Extension |
| Staking and Utility Clearance | | | | |
| Staff Engineer | 3.00 | Hours | 99.00 | 297.00 |
| Trip charge | 1.00 | Trip | 51.00 | 51.00 |
| Phase Total: | | | | \$ 348.00 |
| Drilling | | | | |
| Soil borings, 3 1/4 or 4 1/4-inch HSA and sampling, per foot | 360.00 | Feet | 15.00 | 5,400.00 |
| Thin-walled sample tubes (ASTM D 15 87), each | 6.00 | Each | 19.75 | 118.50 |
| Bore hole abandonment, per foot | 450.00 | Feet | 5.00 | 2,250.00 |
| Mud rotary drilling, per foot | 90.00 | Feet | 22.00 | 1,980.00 |
| Site restoration | 6.00 | Each | 125.00 | 750.00 |
| Mobilization | 1.00 | Each | 1,000.00 | 1,000.00 |
| Slope Inclinator Casing | 390.00 | Feet | 10.00 | 3,900.00 |
| Phase Total: | | | | \$ 15,398.50 |
| Laboratory Testing | | | | |
| Moisture content (Astm D 2216) | 24.00 | Tests | 12.50 | 300.00 |
| Moisture content and density | 6.00 | Tests | 25.00 | 150.00 |
| Atterberg Limits: LL and PL (ASTM D 4318) | 6.00 | Tests | 84.00 | 504.00 |
| Mechanical (sieve)-hydrometer analysis (ASTM D 422) | 6.00 | Tests | 131.00 | 786.00 |
| Hydraulic conductivity testing of fine-grained soils (ASTM D 5084) | 2.00 | Tests | 386.00 | 772.00 |
| Consolidation testing, time-rate (e-log p curve, time-deflection curves, and cv, Pc, and Cc values | 1.00 | Test | 447.00 | 447.00 |
| Consolidated-Undrained triaxial compression testing (ASTM D 4767, with pore pressure) | 12.00 | Tests | 400.00 | 4,800.00 |
| Phase Total: | | | | \$ 7,759.00 |
| Engineering Consulting Services | | | | |
| Staff Engineer | 32.00 | Hours | 99.00 | 3,168.00 |
| Senior Engineer | 50.00 | Hours | 144.00 | 7,200.00 |
| Principal Engineer | 10.00 | Hours | 162.00 | 1,620.00 |
| CADD/Graphics Operator | 8.00 | Hours | 85.00 | 680.00 |
| Inclinometer Probe Rental | 8.00 | Trips | 50.00 | 400.00 |
| Trip charge | 10.00 | Trips | 51.00 | 510.00 |
| Phase Total: | | | | \$ 13,578.00 |
| Estimated Project Total: | | | | \$ 37,083.50 |

Table 1: Estimated Costs

General Conditions

Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization.

Section 1: Our Responsibilities

1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our

employees are authorized by you to refuse to work under conditions that may be unsafe.

1.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 2: Your Responsibilities

2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

3.1 We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.



PROPOSED BURNING (DUMP BANK INDICATES POSSIBLE LOCATION FOR INSULIMETER INSTALLATION)

SUSPECTED HISTORIC FAILURE (TO BE CONFIRMED)





Houston Engineering, Inc.

2505 N. University Dr., Box 5054 ■ Fargo, ND 58105-5054 ■ Ph: 701-237-5065 ■ Fax: 701-237-5101

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT

Project: City of Fargo Flood Insurance Study (Project 5031-2)
Contract Amendment for Riverwood Addition Flood Control Evaluation
HE Project No. 5714-000

Client: City of Fargo
200 North 3rd Street
Fargo, ND 58102
Phone (701) 241-1545
Attn: Mark Bittner, City Engineer

**Location
of Project:** Fargo, North Dakota

**Description
of Work:** The Riverwood Addition Flood Control Evaluation involves analyzing flood protection options for the Riverwood Addition in north Fargo. The Riverwood Addition is located north of Cass County Highway 20 and east of University Drive in Section 18, Township 140 North, Range 48 West.

Houston Engineering, Inc. is pleased to provide this proposal to perform the following tasks. Tasks will be performed in accordance with our standard hourly rates (Attachment 1). Estimated costs are provided following the scope of work. A detailed cost estimate is also attached (Attachment 2).

Task 1 – Develop flood protection for the existing developed area through minimal diking to prevent river from spreading onto streets. This will not be a FEMA-level protection.

Task 2 – Develop flood protection options for proposed new development area along the north side of the subdivision to allow removal of properties from the floodplain per FEMA criteria. Options include filling the entire area to the preliminary BFE +1 foot, filling individual lots for a LOMR-f submittal to FEMA, and diking along the perimeter of the proposed development.

Task 3 – Develop a summary report and cost estimates for the proposed improvements.

| | | | | |
|--------------------------|-----------------------------------|------------------------------------|--------------------|---------------------|
| Minneapolis Office | ■ 6901 E. Fish Lake Rd., Ste. 140 | ■ Maple Grove, MN 55369-5455 | ■ Ph: 763-493-4522 | ■ Fax: 763-493-5572 |
| Bismarck Office | ■ 3712 Lockport Street | ■ Bismarck, ND 58503-5535 | ■ Ph: 701-323-0200 | ■ Fax: 701-323-0300 |
| Minot Office | ■ 720 Western Avenue | ■ Minot, ND 58701-3700 | ■ Ph: 701-852-7931 | ■ Fax: 701-858-5655 |
| Thief River Falls Office | ■ 208 4th Street East | ■ Thief River Falls, MN 56701-2013 | ■ Ph: 218-681-2951 | ■ Fax: 218-681-2987 |

Equal Opportunity Employer

www.houstonengineeringinc.com

Task 4 – Conduct a hydraulic impact assessment for the proposed improvements.

Task 5 – Interim status and final meeting with the City of Fargo/landowner (2 meetings total).

Fee: The total fee for the above described tasks is \$21,388. The tasks will be performed based on our 2008 hourly rates (Attachment 1).

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

Authorization:

Proposal: Houston Engineering, Inc.

Client: City of Fargo

Signature: _____

Dennis R. Walaker

Title: _____

Mayor

Date: _____

12/15/08

Signature: C. Jeff T.

Title: _____

Vice President

Date: _____

12/10/2008

2008 FEE SCHEDULE
for
Houston Engineering, Inc.

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc.

| | |
|------------------------------------|--------------------------------------|
| Engineer I | 133.00 per hour |
| Engineer II | 121.00 per hour |
| Engineer III | 103.00 per hour |
| Engineer IV | 86.00 per hour |
| Engineer V | 76.00 per hour |
| Legislative/Grant Specialist | 111.00 per hour |
| Environmental Scientist I | 133.00 per hour |
| Environmental Scientist II | 115.00 per hour |
| Environmental Scientist III | 100.00 per hour |
| Environmental Scientist IV | 86.00 per hour |
| Environmental Scientist V | 76.00 per hour |
| Designer I | 97.00 per hour |
| Designer II | 81.00 per hour |
| Landscape Architect Planner | 86.00 per hour 86.00 per hour |
| Land Surveyor I | 121.00 per hour |
| Land Surveyor II | 107.00 per hour |
| Land Surveyor III | 86.00 per hour |
| Land Surveyor IV | 76.00 per hour |
| Construction Observer (Eng.) I | 121.00 per hour |
| Construction Observer (Eng.) II | 107.00 per hour |
| Construction Observer (Eng.) III | 86.00 per hour |
| Construction Observer (Eng.) IV | 76.00 per hour |
| Technician I | 76.00 per hour |
| Technician II | 70.00 per hour |
| Technician III | 61.00 per hour |
| Technician IV | 53.00 per hour |
| GIS/Web Specialist | 100.00 per hour |
| GIS Specialist | 76.00 per hour |
| GIS Technician | 62.00 per hour |

Client: **City of Fargo**Project Name: **Cost Proposal for developing flood protection options for Riverwood Subdivision**Date: **12/1/2008**

Task 1 - Develop flood Protection for existing developed area - minimal diking to prevent river from spreading onto streets.

| | <u>Unit</u> | <u>Quantity</u> | <u>Rate</u> | <u>Cost</u> |
|----------------|-------------|-----------------|-------------|-------------|
| Engineer II | hr | 4 | \$121.00 | \$484.00 |
| Engineer III | hr | 12 | \$103.00 | \$1,236.00 |
| CAD Operator I | hr | 8 | \$76.00 | \$608.00 |
| Total Task 1 = | | | | \$2,328.00 |

Task 2 - Develop flood Protection options for proposed new development area along north side of subdivision. Options include filling entire area, filling individual lots for a LOMR-f, and diking along the perimeter. All options will be designed to allow removal of properties from the floodplain per FEMA criteria.

| | <u>Unit</u> | <u>Quantity</u> | <u>Rate</u> | <u>Cost</u> |
|----------------|-------------|-----------------|-------------|-------------|
| Engineer II | hr | 8 | \$121.00 | \$968.00 |
| Engineer III | hr | 80 | \$103.00 | \$8,240.00 |
| CAD Operator I | hr | 40 | \$76.00 | \$3,040.00 |
| Total Task 2 = | | | | \$12,248.00 |

Task 3 - Develop summary report and cost estimates for proposed improvements.

| | <u>Unit</u> | <u>Quantity</u> | <u>Rate</u> | <u>Cost</u> |
|----------------|-------------|-----------------|-------------|-------------|
| Engineer II | hr | 4 | \$121.00 | \$484.00 |
| Engineer III | hr | 8 | \$103.00 | \$824.00 |
| CAD Operator I | hr | 4 | \$76.00 | \$304.00 |
| Clerical I | hr | 4 | \$53.00 | \$212.00 |
| Total Task 3 = | | | | \$1,824.00 |

Task 4 - Hydraulic Impact Assessment

| | <u>Unit</u> | <u>Quantity</u> | <u>Rate</u> | <u>Cost</u> |
|----------------|-------------|-----------------|-------------|-------------|
| Engineer II | hr | 4 | \$121.00 | \$484.00 |
| Engineer IV | hr | 16 | \$86.00 | \$1,376.00 |
| GIS Specialist | hr | 4 | \$76.00 | \$304.00 |
| Clerical I | hr | 4 | \$53.00 | \$212.00 |
| Total Task 4 = | | | | \$2,376.00 |

Task 5 - Interim status and final meeting with City of Fargo/Landowner (2 meetings total)

| | <u>Unit</u> | <u>Quantity</u> | <u>Rate</u> | <u>Cost</u> |
|----------------|-------------|-----------------|-------------|-------------|
| Engineer II | hr | 8 | \$121.00 | \$968.00 |
| Engineer III | hr | 8 | \$103.00 | \$824.00 |
| CAD Operator I | hr | 8 | \$76.00 | \$608.00 |
| Clerical I | hr | 4 | \$53.00 | \$212.00 |
| Total Task 5 = | | | | \$2,612.00 |

TOTAL FOR ALL TASKS =**\$21,388.00**



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5073-01 Type: Engineering Services Contract Amendment

Location: Southside Flood Control Date of Hearing: 12/10/08

| | |
|------------------|-----------------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>12/15/08</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>April Walker</u> |
| Petitioners | <u> </u> |
| David W. Johnson | <u> </u> |

The Committee reviewed the attached contract amendment from Moore Engineering with cost proposal and scope of work for the SSFC Project. The major tasks in progress relate to hydraulic and other documentation associated with submittal of application for Conditional Letter of Map Revision (CLOMR) for FEMA accreditation.

On a motion by Pat Zavoral, seconded by Bruce Grubb, the Committee voted to recommend approval of the contract amendment.

RECOMMENDED MOTION

Approve Engineering Services Contract Amendment with Moore Engineering in the amount of \$590,000 for SSFC Project 5073-01.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: SSFC

| | |
|--|----------------------|
| | <u>Yes</u> <u>No</u> |
| Developer meets City policy for payment of delinquent specials | <u>N/A</u> |
| Agreement for payment of specials required of developer | <u>N/A</u> |
| 30% escrow deposit required | <u>N/A</u> |

COMMITTEE

| | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|--|----------------|------------|---------------|------------------|
| Pat Zavoral, City Administrator | <u>X</u> | <u>X</u> | | <u>X</u> |
| Jim Gilmour, Planning Director | <u>X</u> | <u>X</u> | | |
| Bruce Hoover, Fire Chief | <u>X</u> | <u>X</u> | Steve Balstad | |
| Mark Bittner, City Engineer | <u>X</u> | <u>X</u> | | |
| Bruce Grubb, Enterprise Director | <u>X</u> | <u>X</u> | | |
| Al Weigel, Public Works Operations Manager | <u>X</u> | <u>X</u> | | |
| Steve Sprague, City Auditor | <u>X</u> | <u>X</u> | | |

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

CC: Bev Martinson

**Moore Engineering, Inc.
Scope of Work – Amendment to Engineering Agreement**

**City of Fargo
Southside Flood Protection, District 5073**

Scope of Work

The City of Fargo has requested the addition of various items related to the Southside Flood Protection project to the existing engineering services agreement. The additional tasks are generally related to additional public communication and outreach, coordination of work with the Technical Committee related to the project CLOMR, and additional project features. A brief description of tasks follows.

Item No. 1 – Levee System West of I-94

Tasks included in this item are related to the addition of a provision to allow Sheyenne River floodwater to break out into the project area as well as preparing preliminary plans for CLOMR submittal. A breakdown of the estimated effort to complete this item is attached. The cost to complete this item is estimated at \$18,125.

Item No. 2 – Red River Channel Extension

Tasks included in this item are related to the development of a decision document for this project feature as well as adjusting the preliminary plans based on ordinary high water elevation data provided by Houston Engineering. A breakdown of the estimated effort to complete this item is attached. The cost to complete this item is estimated at \$15,720.

Item No. 3 – Interior Storage

Tasks included in this item are related to the development of a decision document for this project feature as well as preparing preliminary plans for CLOMR submittal. A breakdown of the estimated effort to complete this item is attached. The cost to complete this item is estimated at \$65,555.

Item No. 4 – Levee System East of I-29 and Mini-Bypass

Tasks included in this item are related to the addition of the mini-bypass concept to the project. Additionally, the item includes development of a decision document for this project feature as well as other portions of the levee alignment along Cass Highway 81. This item also includes preparation preliminary plans for CLOMR submittal. A breakdown of the estimated effort to complete this item is attached. The cost to complete this item is estimated at \$115,100.

Item No. 5 – Hydraulic Modeling

Tasks included in this item include updating all of the unsteady and steady state project models for submission with the CLOMR. Also included are the analysis of various scenarios related to alignment of project features and potential project alternatives. A breakdown of the estimated effort to complete this item is attached. The cost to complete this item is estimated at \$154,890.

Item No. 6 – General Project

Tasks included in this item are related to the continual development of the project including items related to the CLOMR, a decision document for the base project, additional public meetings/presentations and property access acquisition. A breakdown of the estimated effort to complete this item is attached. The cost to complete this item is estimated at \$161,920.

Item No. 7 – Project Management

Tasks included in this item are related to management of all project tasks including internal management as well as coordination with all parties involved. A breakdown of the estimated effort to complete this item is attached. The cost to complete this item is estimated at \$54,225.

It is estimated that the above items will be substantially complete in conjunction with the submittal of the CLOMR for the project to FEMA.

Compensation

The total estimated compensation for the work described including labor, equipment, and reimbursable items is \$590,000. The fees associated with the completion of the work described shall be per fee schedule currently in place under the existing agreement. Billing will be done monthly upon completion of the work.

**Southside Flood Protection
City of Fargo
Engineering Services Agreement - Amendment
ATTACHMENT "A" - STUDY TASKS**

| <u>Task</u> | <u>Principal Eng</u> | <u>Project Manager</u> | <u>Professional Engineer</u> | <u>Design Engineer</u> | <u>Graduate Engineer</u> | <u>CADD/GIS</u> | <u>Clerical</u> | <u>Survey Crew</u> |
|---|----------------------|------------------------|------------------------------|------------------------|--------------------------|-----------------|-----------------|--------------------|
| Levee System West of I-29 | | | | | | | | |
| Update drawings for CLOMR | 5.0 | 5.0 | 5.0 | 10.0 | 15.0 | 40.0 | 0.0 | 0.0 |
| Develop Preliminary Plan for Sheyenne River Breakout | 5.0 | 10.0 | 5.0 | 20.0 | 40.0 | 50.0 | 0.0 | 0.0 |
| Subtotal | 10.0 | 15.0 | 10.0 | 30.0 | 55.0 | 90.0 | 0.0 | 0.0 |
| | \$1,350 | \$1,875 | \$1,050 | \$2,700 | \$4,400 | \$6,750 | \$0 | \$0 |
| Red River Channel Extension | | | | | | | | |
| Revise drawings based on OHWL | 1.0 | 3.0 | 1.0 | 5.0 | 0.0 | 20.0 | 0.0 | 0.0 |
| Develop and Update Decision Document | 3.0 | 30.0 | 10.0 | 20.0 | 10.0 | 10.0 | 3.0 | 0.0 |
| Identify preliminary mitigation needs and locations | 0.0 | 5.0 | 5.0 | 20.0 | 0.0 | 20.0 | 0.0 | 0.0 |
| Subtotal | 4.0 | 38.0 | 16.0 | 45.0 | 10.0 | 50.0 | 3.0 | 0.0 |
| | \$540 | \$4,750 | \$1,680 | \$4,050 | \$800 | \$3,750 | \$150 | \$0 |
| Interior Storage | | | | | | | | |
| Update drawings for CLOMR | 5.0 | 10.0 | 5.0 | 15.0 | 30.0 | 60.0 | 0.0 | 0.0 |
| Develop and Update Decision Document | 3.0 | 30.0 | 10.0 | 20.0 | 10.0 | 10.0 | 3.0 | 0.0 |
| Preliminary design of lift station in Section 8 | 5.0 | 20.0 | 15.0 | 75.0 | 65.0 | 85.0 | 0.0 | 0.0 |
| Preliminary design of lift station in Section 20 | 5.0 | 20.0 | 15.0 | 75.0 | 65.0 | 85.0 | 0.0 | 0.0 |
| Subtotal | 18.0 | 80.0 | 45.0 | 185.0 | 170.0 | 240.0 | 3.0 | 0.0 |
| | \$2,430 | \$10,000 | \$4,725 | \$16,650 | \$13,600 | \$18,000 | \$150 | \$0 |
| Levees East of Highway 81 and Mini-Bypass | | | | | | | | |
| Staking/walkthroughs | 0.0 | 30.0 | 0.0 | 20.0 | 5.0 | 5.0 | 0.0 | 20.0 |
| Prepare/revise alternatives based on public reaction | 10.0 | 30.0 | 10.0 | 70.0 | 100.0 | 120.0 | 0.0 | 0.0 |
| Develop and Update Decision Documents | 15.0 | 100.0 | 25.0 | 120.0 | 30.0 | 20.0 | 10.0 | 0.0 |
| Update drawings for CLOMR submittal | 5.0 | 15.0 | 15.0 | 25.0 | 30.0 | 75.0 | 8.0 | 0.0 |
| Preliminary design of lift station - Mini-Bypass | 10.0 | 30.0 | 15.0 | 75.0 | 90.0 | 110.0 | 0.0 | 0.0 |
| Subtotal | 40.0 | 205.0 | 65.0 | 310.0 | 255.0 | 330.0 | 18.0 | 20.0 |
| | \$5,400 | \$25,625 | \$6,825 | \$27,900 | \$20,400 | \$24,750 | \$900 | \$3,300 |
| Hydraulic Modeling | | | | | | | | |
| Update unsteady state model with selected alternative | 10.0 | 15.0 | 175.0 | 15.0 | 125.0 | 25.0 | 0.0 | 0.0 |
| Update steady state with selected alternative (CLOMR) | 5.0 | 10.0 | 75.0 | 0.0 | 25.0 | 30.0 | 0.0 | 0.0 |
| Analyze addition of mini-bypass, storage optimization | 2.0 | 5.0 | 75.0 | 0.0 | 0.0 | 5.0 | 0.0 | 0.0 |
| Analyze removal of portions of RR channel extension | 2.0 | 5.0 | 50.0 | 15.0 | 20.0 | 0.0 | 0.0 | 0.0 |
| Analyze encroachment in Section 2, Pleasant Township | 1.0 | 10.0 | 60.0 | 0.0 | 10.0 | 20.0 | 0.0 | 0.0 |
| Analyze 500 year internal rainfall | 1.0 | 2.0 | 5.0 | 15.0 | 20.0 | 0.0 | 0.0 | 0.0 |
| Develop interior residual floodplain | 5.0 | 10.0 | 25.0 | 25.0 | 125.0 | 30.0 | 0.0 | 0.0 |
| Develop model with alternate event (200 yr) | 3.0 | 5.0 | 50.0 | 10.0 | 20.0 | 0.0 | 0.0 | 0.0 |
| Update steady state 10, 50, 500 yr. events for CLOMR | 5.0 | 10.0 | 100.0 | 0.0 | 10.0 | 0.0 | 0.0 | 0.0 |
| Analyze result of reducing WSE north of project area | 1.0 | 2.0 | 15.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Analyze storage needed to offset Red River channel ext. | 1.0 | 2.0 | 15.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Analyze various levee locations (South Acres, River VIII) | 1.0 | 4.0 | 25.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Creation of operation procedure for various scenarios | 15.0 | 25.0 | 100.0 | 10.0 | 75.0 | 0.0 | 0.0 | 0.0 |
| Analyze effect of removing levee near Kensington | 2.0 | 4.0 | 15.0 | 0.0 | 10.0 | 0.0 | 0.0 | 0.0 |
| Subtotal | 54.0 | 109.0 | 785.0 | 90.0 | 440.0 | 110.0 | 0.0 | 0.0 |
| | \$7,290 | \$13,625 | \$82,425 | \$8,100 | \$35,200 | \$8,250 | \$0 | \$0 |
| General | | | | | | | | |
| Assist in Development of Operation Plan for CLOMR | 15.0 | 30.0 | 30.0 | 20.0 | 20.0 | 15.0 | 5.0 | 0.0 |
| Develop and Update Decision Document - Base Project | 8.0 | 45.0 | 8.0 | 30.0 | 10.0 | 20.0 | 5.0 | 0.0 |
| Prepare for and attend Local Meetings | 35.0 | 100.0 | 10.0 | 100.0 | 50.0 | 30.0 | 5.0 | 0.0 |
| Identify and contact properties for r.o.w./access needs | 0.0 | 10.0 | 0.0 | 50.0 | 25.0 | 25.0 | 5.0 | 0.0 |
| Prepare For and Attend Technical Committee Meetings | 120.0 | 175.0 | 100.0 | 195.0 | 50.0 | 30.0 | 10.0 | 0.0 |
| Prepare For and Attend SE Cass meetings | 50.0 | 60.0 | 10.0 | 20.0 | 10.0 | 10.0 | 5.0 | 0.0 |
| Subtotal | 228.0 | 420.0 | 158.0 | 415.0 | 165.0 | 130.0 | 35.0 | 0.0 |
| | \$30,780 | \$52,500 | \$16,590 | \$37,350 | \$13,200 | \$9,750 | \$1,750 | \$0 |
| Project Management | | | | | | | | |
| Coordinate with City Project Manager | 15.0 | 70.0 | 0.0 | 40.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Meet with City to discuss project status | 10.0 | 20.0 | 2.0 | 10.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Coordinate work, schedule, deliverables | 10.0 | 50.0 | 5.0 | 5.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Technical Direction to staff, subconsultants | 10.0 | 20.0 | 4.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Coordination/standardize with other Tech. Team Firms | 10.0 | 60.0 | 20.0 | 40.0 | 10.0 | 20.0 | 0.0 | 0.0 |
| Coordination with Geotechnical Consultants | 5.0 | 25.0 | 5.0 | 10.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| Subtotal | 60.0 | 245.0 | 36.0 | 105.0 | 10.0 | 20.0 | 0.0 | 0.0 |
| | \$8,100 | \$30,625 | \$3,780 | \$9,450 | \$800 | \$1,500 | \$0 | \$0 |
| Total Hours | 414 | 1,112 | 1,115 | 1,180 | 1,105 | 970 | 59 | 20 |
| Labor Totals | \$585,565.00 | | | | | | | |
| Equipment and Reimbursables | \$4,435.00 | | | | | | | |
| Amendment Total | \$590,000.00 | | | | | | | |



Houston Engineering, Inc.

2505 N. University Dr., Box 5054 ■ Fargo, ND 58105-5054 ■ Ph: 701-237-5065 ■ Fax: 701-237-5101

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT

Project: City of Fargo Southside Flood Control Project (Project 5073.05)
Scope of Work and Cost Estimate for Technical Assistance
Contract Amendment #6
HE Project No. 5458_000 Phase 2

Client: City of Fargo
200 North 3rd Street
Fargo, ND 58102
Phone (701) 241-1545
Attn: Mark Bittner, City Engineer

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

**Description
of Work:** The City of Fargo has enlisted the assistance of local consultants to help resolve outstanding issues associated with the Southside Flood Control (SSFC) Project as well as flood control options through the remainder of the City. As part of this effort, Houston Engineering, Inc. is pleased to provide this proposal and contract amendment to complete a preliminary stability assessment of flood control structures (back yard floodwall) proposed for the 32nd to 40th corridor of the SSFC Project. Houston Engineering will utilize Braun Intertec as a subconsultant to perform the Tasks as outlined in the attached proposal (Attachment 1).

Tasks include conducting 18 soil borings and subsequent testing and reporting in the back yards of residences that parallel the Red River in the 32nd to 40th Avenue South area of Fargo, ND. The cost to complete these tasks is estimated to be \$90,519.

Fee: The total fee for the above described tasks is \$90,519 as outlined in Attachment 1.

Conditions: Services will be invoiced monthly and are due and payable upon receipt.

| | | | | |
|--------------------------|-----------------------------------|------------------------------------|--------------------|---------------------|
| Minneapolis Office | ■ 6901 E. Fish Lake Rd., Ste. 140 | ■ Maple Grove, MN 55369-5455 | ■ Ph: 763-493-4522 | ■ Fax: 763-493-5572 |
| Bismarck Office | ■ 3712 Lockport Street | ■ Bismarck, ND 58503-5535 | ■ Ph: 701-323-0200 | ■ Fax: 701-323-0300 |
| Minot Office | ■ 720 Western Avenue | ■ Minot, ND 58701-3700 | ■ Ph: 701-852-7931 | ■ Fax: 701-858-5655 |
| Thief River Falls Office | ■ 208 4th Street East | ■ Thief River Falls, MN 56701-2013 | ■ Ph: 218-681-2951 | ■ Fax: 218-681-2987 |

Equal Opportunity Employer

www.houstonengineeringinc.com

Limitation of Liability: Houston Engineering, Inc. agrees to indemnify and save the client harmless from any loss, cost, or expense including attorney fees, claimed by third parties for property damage or bodily injury, including death, caused by the negligence of Houston Engineering, Inc. or its employees in connection with Houston Engineering, Inc.'s services. The client agrees to indemnify and save Houston Engineering, Inc. harmless from any loss, cost, or expense, including attorney fees, claimed by third parties for property damage or bodily injury including death, caused by the negligence of the client or its employees in connection with the operations of the client. If the negligence of both Houston Engineering, Inc. and the client (or a person identified above for whom each is liable) is the cause of such damage or injury, the loss, cost, or expense shall be shared between Houston Engineering, Inc. and the client in proportion to their relative degrees of negligence and the right of indemnity shall apply for such proportion. Neither party hereto shall be liable to the other for incidental, special or indirect damages nor shall Houston Engineering, Inc. be liable for any cost or expense that provides betterment, upgrade or enhancement of the project.

Houston Engineering, Inc. hereby proposes, and the client hereby authorizes, the above described services to be performed by Houston Engineering, Inc. under the terms and conditions set forth.

| | |
|---------------------------------------|--|
| <u>Authorization:</u> | <u>Proposal:</u> Houston Engineering, Inc. |
| Client: City of Fargo | |
| Signature: _____ Dennis R. Walaker | Signature: <u>C. G. [Signature]</u> |
| Title: _____ Mayor | Title: <u>Vice President</u> |
| Date: _____ 12/15/08 | Date: _____ 12/10/2008 |



Braun Intertec Corporation
11001 Hampshire Avenue S
Minneapolis, MN 55438

Phone: 952.995.2000
Fax: 952.995.2020
Web: braunintertec.com

December 3, 2008

Proposal FA-08-050588

Mr. Jerry Bents
Houston Engineering, Inc.
2505 North University Drive
Fargo, ND 58105

Re: Proposal for Preliminary Stability Assessment
Flood Control Structures
River Drive South Residential Area, between 32nd and 40th Avenue South
Fargo, North Dakota

Dear Mr. Bents:

We respectfully submit our proposal to complete a preliminary stability assessment of flood-control structures proposed for residences located in the River Drive South area, between 32nd and 40th Avenue South, in Fargo. Our proposal is based partly on the scope of services provided to you for the same project by Northern Technologies, Inc. (NTI), with variations to that scope of services noted.

Our Understanding of Project

Aerial images of the aforementioned residential area, and a brief reconnaissance of the area conducted under your accompaniment, indicate that the currently proposed flood-control structure alignment through the River Drive South residential area will be on or in close proximity to filled and natural slopes that descend from the residential building pads to the Red River. Portions of the slopes are confirmed or suspected to have failed in the past. Continued movement of the confirmed or suspected failures, or movement of currently stable ground in close proximity to the failures, could impact the stability of the flood-control structure.

Goals of Our Assessments

The primary goal of the flood-control evaluations our firm has performed for other local flood-control projects to date has been to qualify proposed flood-control structures in general accordance with US Department of Homeland Security-Federal Emergency Management Agency (DHS-FEMA) provisions for Riverine Structures; those provisions require an evaluation of structure stability under end of construction, flood stage, rapid drawdown, long-term steady-state and earthquake conditions. The results of analyses we have performed toward that end have also been used to determine whether or not adjustments to the structure alignments, structure type or structure geometry are warranted. We have also evaluated structure settlement, and the potential for seepage through and/or beneath the structures.

Proposed Scope of Services

The following tasks are proposed to help us meet our project goals. If unfavorable or unforeseen conditions are encountered at any point during the completion of these tasks that lead us to recommend an expanded scope of services, we will contact you to discuss those conditions before resuming our work.

Data Review and Reconnaissance

The first step in the evaluation will be to review the existing data that has been collected for other phases of our flood control work, and determine how that data might influence our assessment of the site.

We then propose to perform a more thorough reconnaissance of the site, taking notes and photos of topographic and drainage features, and evidence of instability (whether evident in ground features or structures), as they pertain to the proposed flood-control alignment.

Site Access, Staking and Utility Clearance

Assuming winter drilling conditions, and given the local terrain, we anticipate that both truck and ATV drilling rigs will be required to access prospective exploration locations. We have not made provisions to plow snow, nor have we made provisions to clear wooded areas.

We have assumed that Braun Intertec will stake desired exploration locations, and that Houston Engineering, Inc., will survey them. While we will have staked those locations in advance of drilling, however, we request that Houston wait to survey those locations until after we have completed the drilling, in the event some of the locations are offset.

Prior to drilling, we will contact North Dakota One Call and request they notify the appropriate utility vendors to mark and clear the exploration locations of public underground utilities. We request you or your authorized representative notify Braun Intertec immediately of the presence and location of any underground objects or private utilities that are not the responsibility of public agencies. Braun Intertec will take reasonable precautions to avoid underground objects. In authorizing this contract, you agree to waive any claims against Braun Intertec and will indemnify and hold Braun Intertec harmless for any claims or liability due to the injury or loss allegedly arising from our damaging of underground objects that were not called to our attention prior to the beginning of work.

Most of the anticipated exploration locations will be on residential properties. We understand that Houston Engineering will help us gain permission to access those locations in advance of drilling.

Penetration Test Borings

We propose to drill 18 penetration test borings within the River Drive South residential area, the same number proposed by NTI. Based on our reconnaissance of the site, however, and based on our review of NTI's boring location aeriels, we propose distributing those borings a little differently than NTI.

Houston Engineering, Inc.
Proposal FA-08-05058A
December 3, 2008
Page 3

Referring to NTI's aerial of the southern project limits (River Drive South, beginning at 40th Avenue South), all boring locations shown on NTI's aerial, with the exception of those located just north of 35th Avenue South along Hackberry Drive South, will be as recommended by NTI. We propose to drill only two (versus three) borings in the vicinity of 720 Hackberry Drive South; however, while our first boring would be located along the flood-control structure alignment as proposed by NTI, our second would be located between the two downslope borings proposed by NTI.

Referring to NTI's aerial of the northern project limits (mainly Hackberry Drive South and Harwood Drive South (between 35th and 32nd Avenue South), we propose only two of the three borings recommended by NTI in the vicinity of 602 Hackberry Drive South (that boring closest to the street being eliminated), but propose a replacement boring along the flood-control structure alignment in the vicinity of 618 Hackberry Drive South. We also recommend shifting NTI's alignment of borings in the vicinity of 414 Harwood Drive South a short distance east of its proposed location to be oriented more perpendicular to local topographic contours and the steepest part of the slope in that area. Finally, we propose to drill only two of the three borings located in the vicinity of 707 Harwood Drive South, but recommend an additional two borings in the vicinity of either 701 or 635 Harwood Drive South. The additional/redistributed borings in this area are recommended to determine how severe the impact of the apparent broad slope failure in the area could be on the proposed flood-control structure, and whether or not exploring alternative structures could be a practicable alternative to relocating one or more of the area residences.

We propose to install slope inclinometer casings in up to 8 of the boreholes, so that ground movement and the depth at which it is occurring, can be confirmed. (We understand that, based on further reconnaissance, drilling and evaluation, the installation and monitoring of inclinometer casings may be a moot point if, ultimately, it would be better to simply move the proposed alignment. We are assuming for the time being, however, that a thorough assessment of the alignment as planned will be beneficial.)

To confirm the consistency of the area geologic profile and allow us to determine the impact of geologic variations and variations in flood-control structure height along the alignment through this area, we propose to extend 8 of the borings (mainly those located along the flood-control alignment and/or at the top of the slope) to a depth of 90 feet; 9 others will be extended to a depth of 60 feet, while the last (the northernmost of NTI's proposed borings near the 40th Avenue South end of the alignment) will be extended to a depth of 10 feet.

The total estimated drilled footage is then 1,270 feet. The installed footage of inclinometer casing, if each of the eligible boreholes were fitted with such casing, would be 600 feet.

We have assumed that the borings can be advanced using conventional hollow-stem auger to 60 feet, but will require mud-rotary drilling equipment to advance them to 90 feet.

If groundwater is encountered in the boreholes, the depth where it is observed will be recorded on the boring logs.

If additional borings are needed, or if conditions warrant extending the proposed borings, we will contact you prior to increasing our total estimated drilled footage, and submit a Change Order summarizing the anticipated additional effort and associated cost, for your review and authorization.

Borehole Sampling

Penetration tests will be performed at 2 1/2-foot vertical intervals to a depth of 25 feet, and then at 5-foot intervals to the borings' termination depths.

We have made provisions to obtain 18 thin-walled tube samples for laboratory testing.

Borehole Abandonment

Based on the intended exploration depths, we have made provisions to seal 1,260 linear feet of borehole with grout.

Sample Review and Laboratory Testing

Samples will be returned to our laboratory where they will be visually classified and logged by a geotechnical engineer. After classification, we will then confirm a laboratory testing schedule to establish the necessary engineering properties for our stability and engineering analyses. For purposes of developing a project budget, however, we have assumed our classification and physical property testing scope will include up to:

- 72 moisture content tests.
- 18 moisture-density measurements.
- 18 Atterberg limit tests.
- 9 mechanical sieve-hydrometer tests.
- 18 consolidated-undrained triaxial shear tests with pore water pressure measurements.
- 4 hydraulic conductivity tests.
- 2 consolidation tests, including load-increment time-rate measurements.

Slope Inclinometer Monitoring

We have assumed that a staff engineer will make up to eight trips to the two sites to monitor deflections of the inclinometer casings – this includes an initial reading after installation and then up to seven additional readings on a quarterly basis. The data will be used to confirm movement, the depth of movement, the impact of movement on structure support and stability should the current alignments be preferred, or to develop recommendations for structure relocation.

Stability, Settlement and Seepage Analyses

We will evaluate the stability of the proposed flood-control structures based on their current or alternate alignments under end-of-construction, flood stage, rapid drawdown, long-term steady-state and earthquake conditions. We will estimate settlement and evaluate the potential for seepage through and/or below the flood-control structures. In addition to the cross sections along which our borings would be located, we understand that there are 13 cross sections previously analyzed that we will review and qualify through additional analyses.

We will use finite element methodology to model typical flood-control structure and subsurface geologic profiles and evaluate stability, settlement and seepage. Slope/W, Sigma/W and Seep/W by Geo-Slope International, will be used to accomplish these analyses. We will look to achieve the factors of safety set forth by FEMA for the design condition and, in the event that those factors of safety are not met based on the proposed design, use the analyses to modify the design and meet those factors of safety.

Reporting

Data obtained from the evaluation will be used to evaluate the subsurface profile and groundwater conditions, perform engineering analyses, and prepare a report including:

- A CAD sketch showing the project components and limits, as well as exploration locations.
- Logs of the borings describing the materials encountered and presenting the results of our groundwater measurements and laboratory tests.
- A summary of the subsurface profile and groundwater conditions.
- Summary of the laboratory testing results.
- The results of our stability, settlement and seepage analyses for the proposed design and, if necessary, for modifications of the design.
- Discussions identifying the site conditions that will impact structure design and performance, qualifying the nature of their impact, and outlining alternatives for mitigating their impact.
- Geotechnical recommendations for design modifications, and for construction.

Four (4) hard copies and one (1) electronic copy of our report will be submitted to you. At your request, however, additional copies can be prepared for other project team members. If you anticipate that additional copies will be needed, please request them prior to the report being completed and forwarded to you so that we can submit the additional reports to the recipients expediently.

Meetings

We have included time to also meet with you to discuss our initial findings and, later, the impact of our analytical results on structure location, support and stability. We will also want to discuss and agree on the parameters that each of our firms will need from the other to complete our analyses and design work, including flood elevations and durations, variations in structure height and/or geometry, and bearing pressures.

Estimated Cost and Invoicing

We will furnish the services described in this proposal for an estimated fee of \$90,519.50. A tabulation showing our estimated hourly and/or unit rates is also attached. We would be happy to meet with you and discuss our proposed scope of services further, clarifying the various scope components, or discussing how the scope may be adjusted to meet your project requirements.

Our work will extend over multiple invoicing periods. As such, for work that is performed during the course of each invoicing period, we will submit partial progress invoices.

Schedule

You indicated that access to the boring locations could be obtained as early as December 19, 2008. You would prefer to have the drilling, laboratory testing, analysis and reporting completed in mid-January, 2009. We anticipate being able to mobilize two to three drilling rigs to complete the drilling within approximately two weeks. Sample classification and laboratory testing will be completed as the drilling is complete, hopefully allowing analyses to be completed within two weeks after drilling is completed. Given the holiday schedule, we may need to utilize laboratory data gathered from nearby projects to form the basis for our recommendations, checking our results once site-specific laboratory data is available.

If access can be gained sooner than December 19, 2008 (such that drilling could proceed earlier that week), it would greatly improve our ability to meet your anticipated submittal deadline.

If our proposed scope of services cannot be completed according to this schedule due to circumstances beyond our control, we may need to revise this proposal prior to completing the remaining tasks.

General Remarks

Braun Intertec appreciates the opportunity to present this Proposal to you. We are providing it in duplicate so the original can be retained for your records and the **copy can be signed and returned to us. Please return the copy in its entirety.**

The proposed fee is based on the scope of services described and the assumptions that our services will be authorized within 30 days and that others will not significantly delay us beyond our proposed schedule.

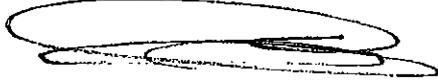
We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement.

Houston Engineering, Inc.
Proposal FA-08-05058A
December 3, 2008
Page 7

To have questions answered or schedule a time to meet and discuss our approach to this project further, please call us at 701.232.8701.

Sincerely,

BRAUN INTERTEC CORPORATION



Charles D. Hubbard, PE
Principal



Steven P. Nagle, PE
Vice President

Attachments:

Table 1: Estimated Costs
General Conditions (6/15/06)

The Proposal including the Braun Intertec General Conditions is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Braun Intertec Corporation

Client: Houston Engineering, Inc.

Project: Flood Control Structures, Fargo, ND

| Braun Intertec Proposal No. FA-08-05058B | | Prepared: 12/2/2008 | | |
|--|----------|---------------------|-------------|---------------------|
| Service Description: | Qty: | Units: | Unit Price: | Extension: |
| Staking and Utility Clearance | | | | |
| Staff Engineer | 4.00 | Hours | 99.00 | 396.00 |
| Trip charge | 1.00 | Trip | 51.00 | 51.00 |
| Phase Total: | | | | \$ 447.00 |
| Drilling | | | | |
| Soil borings, 3 1/4 or 4 1/4-inch HSA and sampling, per foot | 1,030.00 | Feet | 15.00 | 15,450.00 |
| Thin-walled sample tubes (ASTM D 15 87), each | 18.00 | Each | 19.75 | 355.50 |
| Bore hole abandonment, per foot | 1,260.00 | Feet | 5.00 | 6,300.00 |
| Mud rotary drilling, per foot | 240.00 | Feet | 22.00 | 5,280.00 |
| Site restoration | 18.00 | Each | 125.00 | 2,250.00 |
| Mobilization | 3.00 | Each | 1,000.00 | 3,000.00 |
| Slope inclinometer casing | 600.00 | Feet | 10.00 | 6,000.00 |
| Phase Total: | | | | \$ 38,635.50 |
| Laboratory Testing | | | | |
| Moisture content (Astm D 2216) | 72.00 | Tests | 12.50 | 900.00 |
| Moisture content and density | 18.00 | Tests | 25.00 | 450.00 |
| Atterberg Limits: LL and PL (ASTM D 4318) | 18.00 | Tests | 84.00 | 1,512.00 |
| Mechanical (sieve)-hydrometer analysis (ASTM D 422) | 9.00 | Tests | 131.00 | 1,179.00 |
| Hydraulic conductivity testing of fine-grained soils (ASTM D 5084) | 4.00 | Tests | 386.00 | 1,544.00 |
| Consolidation testing, time-rate (e-log p curve, time-deflection curves, and cv, Pc, and Cc values | 2.00 | Tests | 447.00 | 894.00 |
| Consolidated-Undrained triaxial compression testing (ASTM D 4767, with pore pressure) | 18.00 | Tests | 400.00 | 7,200.00 |
| Phase Total: | | | | \$ 13,679.00 |
| Engineering Consulting Services | | | | |
| Staff Engineer | 32.00 | Hours | 99.00 | 3,168.00 |
| Senior Engineer | 200.00 | Hours | 144.00 | 28,800.00 |
| Principal Engineer | 20.00 | Hours | 162.00 | 3,240.00 |
| CADD/Graphics Operator | 20.00 | Hours | 82.00 | 1,640.00 |
| Inclinometer Probe Rental | 8.00 | Trips | 50.00 | 400.00 |
| Trip charge | 10.00 | Trips | 51.00 | 510.00 |
| Phase Total: | | | | \$ 37,758.00 |

Estimated Project Total: \$ 90,519.50

Table 1: Estimated Costs

Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization.

Section 1: Our Responsibilities

1.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

1.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

1.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

1.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing. We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

1.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

1.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our

employees are authorized by you to refuse to work under conditions that may be unsafe.

1.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 2: Your Responsibilities

2.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

2.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

2.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

2.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

2.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

2.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

2.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 3: Reports and Records

3.1 We will furnish reports to you in duplicate. We will retain analytical data for seven years and financial data for three years.

3.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval, which will not be unreasonably withheld. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

3.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you. In case of any difference or ambiguity between an electronic and a paper document, the paper document shall govern.

3.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control. You agree not to use or rely upon our work for any purpose whatsoever until it is paid for in full.

3.5 Samples remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleansed of contaminants are and continue to be your property. They will be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 4: Compensation

4.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

4.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

4.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

4.4 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

4.5 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

4.6 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

4.7 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 5: Disputes, Damage, and Risk Allocation

5.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

5.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

5.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of the completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages.

5.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability will not exceed the fee paid for our services or \$50,000, whichever is greater, and you agree to indemnify us from all liability to others in excess of that amount. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

5.5 If you do not pay us within 60 days of invoice date, or if you make a claim against us that is resolved in our favor, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, expert witness fees, and other costs of collection or litigation.

5.6 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not make a claim against individual employees.

Section 6: General Indemnification

6.1 We will indemnify and hold you harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

6.2 To the extent it may be necessary to indemnify either of us under Section 6.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

6.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 7: Miscellaneous Provisions

7.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

7.2 This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing, making specific reference to the provision modified.

7.3 Neither of us will assign or transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

7.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

Revised 6-15-06



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5802

Type: Final Balancing Change Order No. 1

Location: City Wide

Date of Hearing: 12/10/08

| <u>Routing</u> | <u>Date</u> |
|------------------|-----------------------------|
| City Commission | <u>12/15/08</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Jim Mohr</u> |
| Petitioners | <u> </u> |
| David W. Johnson | <u> </u> |

The Committee reviewed the Final Balancing Change Order No. 1 for closeout of 2008 Sidewalk and Approach Reconstruction Project No. 5802. Mark Bittner stated that it is difficult to estimate the contract amount at the time of bidding due to the extent of sidewalk work that may be completed privately rather than on the City project.

On a motion by Steve Sprague, seconded by Jim Gilmour, the Committee voted to recommend change order approval.

RECOMMENDED MOTION

Approve Final Balancing Change Order No. 1 in the amount of \$28,075.78 for Project No. 5802.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments/CSSI

| | <u>Yes</u> | <u>No</u> |
|--|------------|-------------------|
| Developer meets City policy for payment of delinquent specials | <u>N/A</u> | <u> </u> |
| Agreement for payment of specials required of developer | <u>N/A</u> | <u> </u> |
| 30% escrow deposit required | <u>N/A</u> | <u> </u> |

COMMITTEE

| | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|--|----------------|------------|----------------------|------------------|
| | | | | <u>X</u> |
| Pat Zavoral, City Administrator | <u>X</u> | <u>X</u> | | |
| Jim Gilmour, Planning Director | <u>X</u> | <u>X</u> | | |
| Bruce Hoover, Fire Chief | <u>X</u> | <u>X</u> | <u>Steve Balstad</u> | |
| Mark Bittner, City Engineer | <u>X</u> | <u>X</u> | | |
| Bruce Grubb, Enterprise Director | <u>X</u> | <u>X</u> | | |
| Al Weigel, Public Works Operations Manager | <u>X</u> | <u>X</u> | | |
| Steve Sprague, City Auditor | <u>X</u> | <u>X</u> | | |

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

CITY OF FARGO ENGINEERING DEPARTMENT

Project No: 5802
 Date Entered:
 Date Printed: 10/14/2008

Final Chg Ord No: 1
 For: Adelman Concrete & Excavating

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

| Sec | Item | 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 |
|---|-------|--|------|---------------|--------------|---------------|--------------|--------------|---------------|------------------|
| 74 | 3654 | Remove & Replace Curb & Gutter | LF | 50.00 | 0.00 | 50.00 | 56.60 | 106.60 | 25.00 | 1,415.00 |
| 74 | 3684 | Remove & Replace 4" Concrete Sidewalk | SY | 2,470.00 | 0.00 | 2,470.00 | 108.52 | 2,578.52 | 40.00 | 4,340.80 |
| 74 | 4205 | Aggregate for Asphalt Patching (Remove & Rep | TONS | 10.00 | 0.00 | 10.00 | -1.00 | 9.00 | 10.00 | -10.00 |
| 74 | 4325 | Remove & Replace 6" Concrete Driveway | SY | 400.00 | 0.00 | 400.00 | 369.02 | 769.02 | 45.00 | 16,605.90 |
| 74 | 4490 | Castings to Grade | EA | 1.00 | 0.00 | 1.00 | -1.00 | 0.00 | 1.00 | -1.00 |
| 74 | 9004 | 4" Concrete Sidewalk 4.5' Wide | SY | 50.00 | 0.00 | 50.00 | -50.00 | 0.00 | 27.00 | -1,350.00 |
| 74 | 9064 | Excavation (Excess) | CY | 25.00 | 0.00 | 25.00 | -25.00 | 0.00 | 0.00 | .00 |
| 74 | 11093 | Extra Item | EA | 0.00 | 0.00 | 0.00 | 38.73 | 38.73 | 33.50 | 1,297.46 |
| 74 | 11084 | Extra Item | EA | 0.00 | 0.00 | 0.00 | 9.60 | 9.60 | 5.00 | 48.00 |
| Section 1 - Reconstruct Sidewalk Sub Total | | | | | | | | | <i>Assess</i> | 22,346.16 |
| 75 | 3654 | Remove & Replace Curb & Gutter | LF | 820.00 | 0.00 | 820.00 | 58.55 | 878.55 | 25.00 | 1,463.75 |
| 75 | 3682 | Replace 4" Concrete Sidewalk | SY | 600.00 | 0.00 | 600.00 | 172.91 | 772.91 | 30.00 | 5,187.30 |
| 75 | 4205 | Aggregate for Asphalt Patching (Remove & Rep | TONS | 10.00 | 0.00 | 10.00 | -10.00 | 0.00 | 10.00 | -100.00 |
| 75 | 4316 | Detectable Warning Panels | SF | 936.00 | 0.00 | 936.00 | -34.00 | 902.00 | 35.00 | -1,190.00 |
| 75 | 4320 | Remove 4" Concrete Sidewalk | SY | 1,000.00 | 0.00 | 1,000.00 | 190.52 | 1,190.52 | 5.00 | 952.60 |
| 75 | 4325 | Remove & Replace 6" Concrete Driveway | SY | 25.00 | 0.00 | 25.00 | -17.05 | 7.95 | 40.00 | -682.00 |
| 75 | 4490 | Castings to Grade | EA | 1.00 | 0.00 | 1.00 | -1.00 | 0.00 | 1.00 | -1.00 |
| 75 | 4510 | Traffic Control | LS | 1.00 | 0.00 | 1.00 | -1.00 | 0.00 | 0.00 | .00 |
| 75 | 4606 | Seeding with Hydro-mulch | SY | 300.00 | 0.00 | 300.00 | -91.92 | 208.08 | 2.00 | -183.84 |
| 75 | 9006 | 6" Concrete Sidewalk | SY | 400.00 | 0.00 | 400.00 | 1.86 | 401.86 | 33.50 | 62.31 |
| 75 | 9062 | Fill Material in Place (Excess) | CY | 25.00 | 0.00 | 25.00 | -25.00 | 0.00 | 0.00 | .00 |
| 75 | 9064 | Excavation (Excess) | CY | 25.00 | 0.00 | 25.00 | -25.00 | 0.00 | 0.00 | .00 |
| 75 | 11082 | Extra Item | EA | 0.00 | 0.00 | 0.00 | 4.90 | 4.90 | 45.00 | 220.50 |
| Section 2 - Reconstruct Approaches Sub Total | | | | | | | | | <i>CSSI</i> | 5,729.62 |
| | | | | | | | | | Total: | 28,075.78 |

CITY OF FARGO ENGINEERING DEPARTMENT

Project No: 5802
 Date Entered:
 Date Printed: 10/14/2008

Chg Ord No: 1
 For: Adelman Concrete & Excavating

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

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

| Sec | Item | 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 |
|-----|------|------------------|------|---------------|--------------|---------------|--------------|--------------|------------|---------------|
|-----|------|------------------|------|---------------|--------------|---------------|--------------|--------------|------------|---------------|

Source of Funding: *Special Assess & CSS F*
 Net Amount Change Order 1: \$28,075.78
 Previous Change Orders: \$0.00
 Original Contract Amount: \$210,862.00
 Total Contract Amount: \$238,937.78

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

APPROVED:

APPROVED:

Mark H. Bittner

City of Fargo Engineer

For Contractor

Mayor

Title

Pres. [Signature]

Attest

December 11, 2008

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

bb

Re: Improvement District No. 5530 Phase 5
Bridges, PC Concrete Pavement, Grading, Storm Sewer, Water
Main Distribution, Signals, Street Lighting, Bike Trail & Incidentals

Dear Commissioners:

Bids were opened at 10:30 AM on Wednesday, November 26, 2008, for Concrete Roadway, Water Main, Storm Sewer, and Incidentals, Improvement District No. 5530-5 on 57th Street South from I-94 to 32nd Avenue and on 32nd Avenue South from 51st Street to 57th Street South.

The bids were as follows:

| | |
|--------------------------------|----------------|
| Dakota Underground Co. | \$7,237,178.85 |
| Northern Improvement Co. | \$7,286,267.31 |
| Opp Construction, LLC | \$7,884,271.55 |
| Upper Plains Contracting, Inc. | \$7,991,684.31 |
| Master Construction Co., Inc. | \$8,530,481.55 |
| Strata Corporation | \$8,756,293.35 |
| Engineer's Estimate | \$7,132,132.00 |

The Special Assessment District for Improvement District No. 5530 was created on October 6, 2008. No protests were received. The special assessment escrow is not required.

This office recommends concurrence in the Moore Engineering bid award to Dakota Underground Co. in the amount of \$7,237,178.85 as the lowest and best bid, contingent upon concurrent approval by the City of West Fargo.

Sincerely,

Mark H. Bittner

Mark H. Bittner
City Engineer

MHB/bem
Attachment

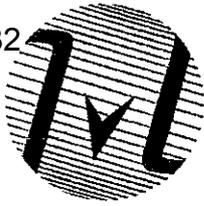
Street Lighting
Sidewalks

Design & Construction
Traffic Engineering

Truck Regulatory
Flood Plain Mgmt.

Mapping & GIS
Utility Locations





moore engineering, inc.

Consulting Engineering • Land Surveying

925 10th Avenue East • West Fargo, North Dakota 58078
Phone: 701-282-4692 • Fax: 701-282-4530

December 11, 2008

Board of Commissioners
200 N 3rd St
Fargo ND 58102

Re: Improvement Dist. #5530-5/West Fargo Imp. Dist #2195 - Phase I
Concrete Roadway, Water Main, Storm Sewer and Incidentals
57th St from I94 to 32nd Ave and 32nd Ave S from 57th St to 51st St
Fargo, ND

Dear Commissioners:

Attached is the bid tab for your review of the above referenced project.

I hereby recommend award of contract to Dakota Underground Company for their bid of \$7,237,178.85 received on November 26, 2008. The City of West Fargo will have on the agenda for December 15 also for approval.

Note that ½ the bid amount for the 9th Street East portion will be the City of West Fargo's cost.

Our original engineer's estimate was \$7,132,132.

Sincerely,

MOORE ENGINEERING INC.

Brock M. Storrusten, PE
Project Engineer

BMS/vls
13814-2/recomm.doc

Street Improvement District #2195 - Phase I
 9th St E - I-94 to 32nd Ave/32nd Ave S - 9th St E to East
 West Fargo, ND
 Bid Opening: November 26, 2008

| ITEM | UNIT | QUANTITY | Dakota Underground Company | | Northern Improvement Company | | Opp Construction LLC | | |
|--------------------------------------|-----------------------------------|----------|----------------------------|--------------|------------------------------|--------------|----------------------|--------------|--------------|
| | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | |
| [C]=Corrected Amount | | | | | | | | | |
| <u>9th St E/32nd Ave to 32nd Ave</u> | | | | | | | | | |
| <i>Underground</i> | | | | | | | | | |
| 1 | Topsoil Stripping | C.Y. | 24,500 | \$2.00 | \$49,000.00 | \$1.57 | \$38,465.00 | \$1.65 | \$40,425.00 |
| 2 | Water Main - 16" PVC | L.F. | 12,160 | \$29.00 | \$352,640.00 | \$32.12 | \$390,579.20 | \$34.00 | \$413,440.00 |
| 3 | Water Main - 12" PVC | L.F. | 495 | \$23.00 | \$11,385.00 | \$28.28 | \$13,998.60 | \$29.95 | \$14,825.25 |
| 4 | Boring & Casing - 24" | L.F. | 296 | \$210.00 | \$62,160.00 | \$222.20 | \$65,771.20 | \$235.40 | \$69,678.40 |
| 5 | Fence - Remove & Reset | L.F. | 100 | \$23.25 | \$2,325.00 | \$23.48 | \$2,348.00 | \$24.85 | \$2,485.00 |
| 6 | Hydrant - 6" | Each | 25 | \$2,500.00 | \$62,500.00 | \$3,004.75 | \$75,118.75 | \$3,180.00 | \$79,500.00 |
| 7 | Hydrant Lead - 6" | L.F. | 450 | \$15.00 | \$6,750.00 | \$15.15 | \$6,817.50 | \$16.05 | \$7,222.50 |
| 8 | Tapping Sleeve & Valve 12" x 12" | Each | 1 | \$4,200.00 | \$4,200.00 | \$4,191.50 | \$4,191.50 | \$4,440.00 | \$4,440.00 |
| 9 | Gate Valve & Box - 18" | Each | 15 | \$5,675.00 | \$85,125.00 | \$5,856.00 | \$87,870.00 | \$6,200.00 | \$93,000.00 |
| 10 | Gate Valve & Box - 6" | Each | 25 | \$705.00 | \$17,625.00 | \$833.25 | \$20,831.25 | \$880.00 | \$22,000.00 |
| 11 | Specials | Lbs. | 10,370 | \$4.00 | \$41,480.00 | \$5.30 | \$54,961.00 | \$5.60 | \$58,072.00 |
| 12 | Hydrant Extension | L.F. | 4 | \$380.00 | \$1,520.00 | \$353.50 | \$1,414.00 | \$375.00 | \$1,500.00 |
| 13 | Storm Sewer - 12" PVC | L.F. | 188 | \$19.00 | \$3,572.00 | \$25.25 | \$4,747.00 | \$26.75 | \$5,029.00 |
| 14 | Storm Sewer - 12" RCP | L.F. | 239 | \$20.00 | \$4,780.00 | \$22.93 | \$5,480.27 | \$24.30 | \$5,807.70 |
| 15 | Storm Sewer - 18" RCP | L.F. | 1,264 | \$22.75 | \$28,756.00 | \$26.01 | \$32,876.64 | \$27.55 | \$34,823.20 |
| 16 | Storm Sewer - 21" RCP | L.F. | 2,105 | \$25.00 | \$52,625.00 | \$28.08 | \$59,108.40 | \$29.75 | \$62,623.75 |
| 17 | Storm Sewer - 24" RCP | L.F. | 555 | \$28.50 | \$15,817.50 | \$29.80 | \$16,539.00 | \$31.55 | \$17,510.25 |
| 18 | Storm Sewer - 27" RCP | L.F. | 905 | \$35.25 | \$31,901.25 | \$38.08 | \$34,462.40 | \$40.35 | \$36,516.75 |
| 19 | Storm Sewer - 30" RCP | L.F. | 2,075 | \$40.00 | \$83,000.00 | \$42.67 | \$88,540.25 | \$45.20 | \$93,790.00 |
| 20 | Storm Sewer - 33" RCP | L.F. | 1,175 | \$46.50 | \$54,637.50 | \$49.29 | \$57,915.75 | \$52.20 | \$61,335.00 |
| 21 | Storm Sewer - 42" RCP | L.F. | 45 | \$74.00 | \$3,330.00 | \$65.85 | \$3,863.25 | \$91.00 | \$4,095.00 |
| 22 | Storm Sewer Manhole | Each | 25 | \$2,110.00 | \$52,750.00 | \$2,373.50 | \$59,337.50 | \$2,515.00 | \$62,875.00 |
| 23 | Storm Sewer Inlet - Double | Each | 13 | \$1,950.00 | \$25,350.00 | \$1,969.50 | \$25,603.50 | \$2,085.00 | \$27,105.00 |
| 24 | Flared End Section - 12" | Each | 4 | \$450.00 | \$1,800.00 | \$303.00 | \$1,212.00 | \$320.00 | \$1,280.00 |
| 25 | Flared End Section - 18" | Each | 3 | \$600.00 | \$1,800.00 | \$2,121.00 | \$6,363.00 | \$2,245.00 | \$6,735.00 |
| 26 | Pump Structure | LSum | 1 | \$153,000.00 | \$153,000.00 | \$146,450.00 | \$146,450.00 | \$155,150.00 | \$155,150.00 |
| 27 | Riprap & Fabric | C.Y. | 12 | \$65.00 | \$1,140.00 | \$60.00 | \$720.00 | \$165.00 | \$1,980.00 |
| 28 | Outfall Structure | LSum | 1 | \$6,000.00 | \$6,000.00 | \$16,160.00 | \$16,160.00 | \$17,120.00 | \$17,120.00 |
| 29 | Sedimentation Control Wattle - 9" | L.F. | 600 | \$2.49 | \$1,494.00 | \$2.02 | \$1,212.00 | \$3.40 | \$2,040.00 |

Street Improvement District #2195 - Phase I
 9th St E - I-94 to 32nd Ave/32nd Ave S - 9th St E to East
 West Fargo ND
 Bid Opening: November 26, 2008

[C]=Corrected Amount

| ITEM | UNIT | QUANTITY | Dakota Underground Company | | Northern Improvement Company | | Opp Construction LLC | |
|---|-------|----------|----------------------------|----------------|------------------------------|----------------|----------------------|----------------|
| | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 30 Sedimentation Control Fence | L.F. | 14,000 | \$1.00 | \$14,000.00 | \$1.01 | \$14,140.00 | \$1.80 | \$25,200.00 |
| 31 Rock Check | Each | 3 | \$500.00 | \$1,500.00 | \$597.77 | \$1,793.31 | \$230.00 | \$690.00 |
| 32 Ductile Iron Pipe - 24" | L.F. | 125 | \$92.00 | \$11,500.00 | \$116.15 | \$14,518.75 | \$123.00 | \$15,375.00 |
| 33 Ditching | L.F. | 3,600 | \$3.00 | \$10,800.00 | \$3.84 | \$13,824.00 | \$4.05 | \$14,580.00 |
| 34 Cleaning | L.Sum | 1 | \$700.00 | \$700.00 | \$975.00 | \$975.00 | \$9,630.00 | \$9,630.00 |
| 35 Storm Water Management | L.Sum | 1 | \$900.00 | \$900.00 | \$2,069.65 | \$2,069.65 | \$2,500.00 | \$2,500.00 |
| 36 Inlet Protection Device | Each | 50 | \$79.00 | \$3,950.00 | \$91.91 | \$4,595.50 | \$100.00 | \$5,000.00 |
| 37 Traffic Control | L.Sum | 1 | \$4,000.00 | \$4,000.00 | \$3,787.50 | \$3,787.50 | \$4,010.00 | \$4,010.00 |
| 38 Mulch - Type A - Straw | Acre | 16 | \$205.00 | \$3,177.50 | \$191.90 | \$2,974.45 | \$355.00 | \$5,502.50 |
| Streets | | | | | | | | |
| 39 Unclassified Excavation | C.Y. | 27,500 | \$1.50 | \$41,250.00 | \$2.12 | \$58,300.00 | \$2.25 | \$61,875.00 |
| 40 Embankment | C.Y. | 80,000 | \$6.00 | \$480,000.00 | \$5.54 | \$443,200.00 | \$5.15 | \$412,000.00 |
| 41 Asphalt - Remove | S.Y. | 3,210 | \$2.90 | \$9,309.00 | \$3.20 | \$10,272.00 | \$6.00 | \$19,260.00 |
| 42 Bituminous Pavement - Saw Full Depth | L.F. | 1,450 | \$3.00 | \$4,350.00 | \$2.38 | \$3,451.00 | \$3.00 | \$4,350.00 |
| 43 Subgrade Preparation | S.Y. | 52,750 | \$0.75 | \$39,562.50 | \$1.25 | \$65,937.50 | \$1.00 | \$52,750.00 |
| 44 Reinforcement Fabric | S.Y. | 52,750 | \$1.30 | \$68,575.00 | \$1.32 | \$69,630.00 | \$1.30 | \$68,575.00 |
| 45 Gravel - NDDOT Class 5 - 12" | C.Y. | 17,600 | \$24.00 | \$422,400.00 | \$29.51 | \$519,376.00 | \$24.00 | \$422,400.00 |
| 46 Pipe - 4" Perforated PVC | L.F. | 17,350 | \$3.00 | \$52,050.00 | \$2.86 | \$49,621.00 | \$5.20 | \$90,220.00 |
| 47 Curb & Gutter | L.F. | 17,350 | \$14.30 | \$248,105.00 | \$16.59 | \$287,836.50 | \$12.90 | \$223,815.00 |
| 48 Asphalt Base Course - 6" | S.Y. | 4,680 | \$22.40 | \$104,832.00 | \$22.29 | \$104,317.20 | \$24.00 | \$112,320.00 |
| 49 Asphalt Wearing Course - 2" | S.Y. | 4,680 | \$7.90 | \$36,972.00 | \$8.58 | \$40,154.40 | \$8.45 | \$39,546.00 |
| 50 Bituminous Material for Tack Coat | Gal. | 470 | \$1.70 | \$799.00 | \$2.63 | \$1,236.10 | \$1.80 | \$846.00 |
| 51 Concrete Paving - 11" Non-Reinforced | S.Y. | 40,200 | \$42.95 | \$1,726,590.00 | \$37.38 | \$1,502,676.00 | \$45.95 | \$1,847,190.00 |
| 52 Dowelled Contraction Joint Assembly | L.F. | 11,200 | \$9.75 | \$109,200.00 | \$9.12 | \$102,144.00 | \$8.30 | \$92,960.00 |
| 53 Longitudinal Joint Silicone Seal | L.F. | 1,900 | \$1.55 | \$2,945.00 | \$1.50 | \$2,850.00 | \$2.30 | \$4,370.00 |
| 54 Multi-Use Path - Concrete | S.Y. | 8,800 | \$28.50 | \$250,800.00 | \$27.78 | \$244,464.00 | \$35.20 | \$309,760.00 |
| 55 Sidewalk - Concrete | S.Y. | 190 | \$26.50 | \$5,035.00 | \$25.76 | \$4,894.40 | \$31.75 | \$6,032.50 |
| 56 Detectable Warning Panels | S.F. | 530 | \$36.00 | \$19,080.00 | \$35.25 | \$18,682.50 | \$35.95 | \$19,053.50 |
| 57 Decorative Paved Boulevard | S.Y. | 7,500 | \$58.00 | \$435,000.00 | \$54.54 | \$409,050.00 | \$71.00 | \$532,500.00 |
| 58 Decorative Colored Concrete | S.Y. | 40 | \$170.00 | \$6,800.00 | \$78.53 | \$3,141.20 | \$89.50 | \$3,580.00 |
| 59 Sign - Remove | Each | 6 | \$15.00 | \$90.00 | \$15.15 | \$90.90 | \$16.05 | \$96.30 |

Moore Engineering, Inc.
 1042 14th Ave E
 West Fargo ND

Street Improvement District #2195 - Phase I
 9th St E - I-94 to 32nd Ave/32nd Ave S - 9th St E to East
 West Fargo ND
 Bid Opening: November 28, 2008

[C]=Corrected Amount

| ITEM | UNIT | QUANTITY | Dakota Underground Company | | Northern Improvement Company | | Opp Construction LLC | |
|-----------------|------|----------|----------------------------|-------------|------------------------------|-------------|----------------------|-----------------|
| | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 60 | S.F. | 340 | \$23.25 | \$7,905.00 | \$23.48 | \$7,983.20 | \$24.90 | \$8,466.00 |
| 61 | Lbs. | 3,220 | \$1.00 | \$3,220.00 | \$1.01 | \$3,252.20 | \$1.10 | \$3,542.00 |
| 62 | Acre | 16 | \$455.00 | \$7,052.50 | \$605.00 | \$9,393.00 | \$420.00 | \$6,510.00 |
| 63 | Each | 69 | \$336.00 | \$23,184.00 | \$356.53 | \$24,600.57 | \$175.00 | \$12,075.00 |
| 64 | Each | 68 | \$258.00 | \$17,544.00 | \$389.86 | \$26,510.48 | \$206.00 | \$14,008.00 |
| 65 | Each | 26 | \$368.00 | \$9,568.00 | \$343.40 | \$8,928.40 | \$320.00 | \$8,320.00 |
| 66 | Acre | 10 | \$205.00 | \$2,009.00 | \$191.90 | \$1,880.62 | \$380.00 | \$3,724.00 |
| 67 | Acre | 6 | \$1,295.00 | \$7,381.50 | \$1,151.40 | \$6,562.98 | \$1,175.00 | \$6,697.50 |
| 68 | L.F. | 1,850 | \$6.00 | \$11,100.00 | \$6.06 | \$11,211.00 | \$6.40 | \$11,840.00 |
| 69 | L.F. | 1,505 | \$4.45 | \$6,697.25 | \$4.49 | \$6,757.45 | \$4.75 | \$7,148.75 |
| 70 | L.F. | 4,930 | \$5.95 | \$29,333.50 | \$6.01 | \$29,629.30 | \$6.35 | \$31,305.50 |
| 71 | L.F. | 410 | \$17.50 | \$7,175.00 | \$17.68 | \$7,248.80 | \$18.75 | \$7,687.50 |
| 72 | S.F. | 680 | \$15.00 | \$10,200.00 | \$15.15 | \$10,302.00 | \$16.05 | \$10,914.00 |
| 73 | L.F. | 11,370 | \$0.50 | \$5,685.00 | \$0.51 | \$5,798.70 | \$0.54 | \$6,139.80 |
| 74 | L.F. | 2,680 | \$1.00 | \$2,680.00 | \$1.01 | \$2,706.80 | \$1.07 | \$2,867.60 |
| 75 | L.F. | 525 | \$3.00 | \$1,575.00 | \$3.03 | \$1,590.75 | \$3.20 | \$1,680.00 |
| 76 | L.F. | 235 | \$5.00 | \$1,175.00 | \$5.05 | \$1,186.75 | \$5.35 | \$1,257.25 |
| 77 | Each | 2 | \$250.00 | \$500.00 | \$198.54 | \$397.08 | \$325.00 | \$650.00 |
| Lighting | | | | | | | | |
| 78 | Each | 1 | \$4,500.00 | \$4,500.00 | \$4,545.00 | \$4,545.00 | \$4,930.00 | \$4,930.00 [C] |
| 79 | Each | 27 | \$2,700.00 | \$72,900.00 | \$2,727.00 | \$73,629.00 | \$3,100.00 | \$83,700.00 [C] |
| 80 | Each | 9 | \$4,000.00 | \$36,000.00 | \$4,040.00 | \$36,360.00 | \$5,000.00 | \$45,000.00 |
| 81 | Each | 36 | \$250.00 | \$9,000.00 | \$252.50 | \$9,090.00 | \$395.00 | \$14,220.00 |
| 82 | L.F. | 8,622 | \$2.00 | \$17,244.00 | \$2.02 | \$17,416.44 | \$1.80 | \$15,519.60 |
| 83 | L.F. | 34,488 | \$1.20 | \$41,385.60 | \$1.21 | \$41,730.48 | \$1.65 | \$56,905.20 [C] |
| 84 | L.F. | 8,622 | \$0.80 | \$6,897.60 | \$0.81 | \$6,983.82 | \$1.20 | \$10,346.40 |
| 85 | L.F. | 8,622 | \$1.25 | \$10,777.50 | \$1.26 | \$10,863.72 | \$1.85 | \$15,950.70 |
| 86 | Each | 3 | \$2,400.00 | \$7,200.00 | \$2,424.00 | \$7,272.00 | \$2,900.00 | \$8,700.00 |
| 87 | Each | 1 | \$3,800.00 | \$3,800.00 | \$3,838.00 | \$3,838.00 | \$4,540.00 | \$4,540.00 |

[C]=Corrected Amount

| ITEM | UNIT | QUANTITY | Dakota Underground Company | | Northern Improvement Company | | Opp Construction LLC | |
|---|------|----------|----------------------------|----------------|------------------------------|-------------|----------------------|-------------|
| | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| | | | PO Box 5547 | PO Box 2846 | PO Box 2871 | | | |
| | | | Fargo ND 58105 | Fargo ND 58108 | Fargo ND 58108 | | | |
| Signal | | | | | | | | |
| 88 Feed Point - Type IV Pad Mounted | Each | 1 | \$6,000.00 | \$6,000.00 | \$6,060.00 | \$6,060.00 | \$3,895.00 | \$3,895.00 |
| 89 Concrete Foundation - Traffic Signals | Each | 5 | \$1,800.00 | \$9,000.00 | \$1,818.00 | \$9,090.00 | \$1,820.00 | \$9,100.00 |
| 90 Concrete Foundation - Feed Point - Type A | Each | 1 | \$350.00 | \$350.00 | \$353.50 | \$353.50 | \$1,365.00 | \$1,365.00 |
| 91 Pull Box | Each | 9 | \$600.00 | \$5,400.00 | \$606.00 | \$5,454.00 | \$960.00 | \$8,910.00 |
| 92 Conduit - 4" PVC | L.F. | 492 | \$8.00 | \$3,936.00 | \$8.08 | \$3,975.36 | \$6.25 | \$3,075.00 |
| 93 Conduit - 2" PVC | L.F. | 530 | \$3.00 | \$1,590.00 | \$3.03 | \$1,605.90 | \$3.90 | \$2,067.00 |
| 94 Conductor - No. 12 AWG 2 | L.F. | 1,232 | \$0.80 | \$985.60 | \$0.81 | \$997.92 | \$1.00 | \$1,232.00 |
| 95 Conductor - No. 12 AWG 12 | L.F. | 1,057 | \$3.00 | \$3,171.00 | \$3.03 | \$3,202.71 | \$2.75 | \$2,906.75 |
| 96 Conductor - No. 4 USE/RHW Cu. | L.F. | 1,118 | \$1.20 | \$1,341.60 | \$1.21 | \$1,352.78 | \$1.80 | \$2,012.40 |
| 97 Conductor - No. 6 USE/RHW Cu. | L.F. | 15 | \$0.90 | \$13.50 | \$0.91 | \$13.65 | \$1.15 | \$17.25 |
| 98 Conductor - No. 6 USE/THW Cu. | L.F. | 544 | \$0.80 | \$435.20 | \$0.81 | \$440.64 | \$0.80 | \$435.20 |
| 99 Signal - Combo Mast Arm & Lt Std Type C | Each | 4 | \$15,000.00 | \$60,000.00 | \$15,150.00 | \$60,600.00 | \$17,340.00 | \$69,360.00 |
| 100 Signal - Pedestrian Standard | Each | 2 | \$1,000.00 | \$2,000.00 | \$1,010.00 | \$2,020.00 | \$1,350.00 | \$2,700.00 |
| 101 Pedestrian Push Button & Post | Each | 1 | \$250.00 | \$250.00 | \$252.50 | \$252.50 | \$930.00 | \$930.00 |
| 102 Signal Heads - Traffic | Each | 11 | \$900.00 | \$9,900.00 | \$909.00 | \$9,999.00 | \$1,050.00 | \$11,550.00 |
| 103 Signal Heads - Pedestrian | Each | 8 | \$600.00 | \$4,800.00 | \$606.00 | \$4,848.00 | \$600.00 | \$4,800.00 |
| 104 Pedestrian Pushbutton & Sign | Each | 8 | \$150.00 | \$1,200.00 | \$151.50 | \$1,212.00 | \$238.00 | \$1,904.00 |
| 105 Mast Arm Signs | Each | 4 | \$250.00 | \$1,000.00 | \$252.50 | \$1,010.00 | \$267.50 | \$1,070.00 |
| 106 Signing | S.F. | 25 | \$35.20 | \$880.00 | \$35.55 | \$888.75 | \$37.65 | \$941.25 |
| 107 Volume Density Control w/Ped & Preemption | Each | 2 | \$18,000.00 | \$36,000.00 | \$18,180.00 | \$36,360.00 | \$19,375.00 | \$38,750.00 |
| 108 Video Detection System | Each | 1 | \$35,000.00 | \$35,000.00 | \$35,350.00 | \$35,350.00 | \$35,200.00 | \$35,200.00 |
| 109 Emergency Preemption Unit | Each | 5 | \$3,400.00 | \$17,000.00 | \$3,434.00 | \$17,170.00 | \$3,670.00 | \$18,350.00 |
| 110 Power Backup System | Each | 2 | \$6,500.00 | \$13,000.00 | \$6,565.00 | \$13,130.00 | \$6,335.00 | \$12,670.00 |
| 111 2" Innerduct - Future | L.F. | 8,622 | \$4.00 | \$34,488.00 | \$4.04 | \$34,832.88 | \$4.50 | \$38,799.00 |
| 112 Pull Box - Quazite | Each | 8 | \$2,000.00 | \$16,000.00 | \$2,020.00 | \$16,160.00 | \$1,830.00 | \$14,640.00 |
| 113 150 WHPS Luminaire | Each | 9 | \$1,000.00 | \$9,000.00 | \$1,010.00 | \$9,090.00 | \$1,140.00 | \$10,260.00 |
| 114 150 WHPS Luminaire-Teardrop | Each | 5 | \$1,100.00 | \$5,500.00 | \$1,111.00 | \$5,555.00 | \$1,300.00 | \$6,500.00 |

Street Improvement District #2195 - Phase I
 9th St E - I-94 to 32nd Ave/32nd Ave S - 9th St E to East
 West Fargo ND
 Bid Opening: November 26, 2008

| ITEM | UNIT | QUANTITY | Dakota Underground Company | | Northern Improvement Company | | Opp Construction LLC | | |
|---|--------------------------------------|----------|----------------------------|------------|------------------------------|------------|----------------------|------------|--------------|
| | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | |
| [C]=Corrected Amount | | | | | | | | | |
| <u>32nd Avenue - 9th Street East to 51st Street</u> | | | | | | | | | |
| 1 | Topsoil Stripping | C.Y. | 6,670 | \$2.00 | \$13,340.00 | \$1.82 | \$12,139.40 | \$1.93 | \$12,873.10 |
| 2 | Water Main - 16" PVC | L.F. | 2,030 | \$32.00 | \$64,960.00 | \$32.12 | \$65,203.60 | \$34.00 | \$69,020.00 |
| 3 | Water Main - 12" PVC | L.F. | 220 | \$25.00 | \$5,500.00 | \$28.28 | \$6,221.60 | \$29.95 | \$6,589.00 |
| 4 | Hydrant - 6" | Each | 5 | \$2,800.00 | \$14,000.00 | \$3,030.00 | \$15,150.00 | \$3,210.00 | \$16,050.00 |
| 5 | Hydrant Lead - 6" | L.F. | 55 | \$17.00 | \$935.00 | \$15.15 | \$833.25 | \$16.05 | \$882.75 |
| 6 | Gate Valve & Box - 16" | Each | 5 | \$5,675.00 | \$28,375.00 | \$5,856.00 | \$29,290.00 | \$6,200.00 | \$31,000.00 |
| 7 | Gate Valve & Box - 6" | Each | 5 | \$720.00 | \$3,600.00 | \$833.25 | \$4,166.25 | \$880.00 | \$4,400.00 |
| 8 | Specials | Lbs. | 2,000 | \$4.00 | \$8,000.00 | \$5.56 | \$11,120.00 | \$5.90 | \$11,800.00 |
| 9 | Hydrant Extension | L.F. | 2 | \$350.00 | \$700.00 | \$429.25 | \$858.50 | \$454.00 | \$908.00 |
| 10 | Storm Sewer - 18" RCP | L.F. | 655 | \$22.75 | \$14,901.25 | \$27.02 | \$17,698.10 | \$28.60 | \$18,733.00 |
| 11 | Storm Sewer - 24" RCP | L.F. | 202 | \$28.50 | \$5,757.00 | \$31.31 | \$6,324.62 | \$33.15 | \$6,696.30 |
| 12 | Storm Sewer - 36" RCP | L.F. | 1,059 | \$49.00 | \$51,891.00 | \$58.08 | \$61,506.72 | \$61.50 | \$65,128.50 |
| 13 | Storm Sewer - 54" RCP | L.F. | 25 | \$140.00 | \$3,500.00 | \$131.30 | \$3,282.50 | \$139.10 | \$3,477.50 |
| 14 | Storm Sewer - 60" RCP | L.F. | 970 | \$135.00 | \$130,950.00 | \$141.40 | \$137,158.00 | \$149.80 | \$145,306.00 |
| 15 | Storm Sewer Manhole | Each | 8 | \$3,850.00 | \$30,800.00 | \$3,161.50 | \$25,452.00 | \$3,370.00 | \$26,960.00 |
| 16 | Storm Sewer Inlet - Double | Each | 8 | \$2,000.00 | \$16,000.00 | \$2,020.00 | \$16,160.00 | \$2,140.00 | \$17,120.00 |
| 17 | Storm Sewer Inlet - Single | Each | 3 | \$800.00 | \$2,400.00 | \$858.50 | \$2,575.50 | \$910.00 | \$2,730.00 |
| 18 | Gravel Backfill | C.Y. | 1,100 | \$21.00 | \$23,100.00 | \$21.21 | \$23,331.00 | \$22.45 | \$24,695.00 |
| 19 | Ditching | L.F. | 2,600 | \$3.00 | \$7,800.00 | \$3.84 | \$9,984.00 | \$4.05 | \$10,530.00 |
| 20 | Cleaning | L.Sum | 1 | \$500.00 | \$500.00 | \$975.00 | \$975.00 | \$5,000.00 | \$5,000.00 |
| 21 | Mulch - Type A - Straw | Acre | 6 | \$205.00 | \$1,227.50 | \$191.90 | \$1,055.45 | \$355.00 | \$1,952.50 |
| Streets | | | | | | | | | |
| 22 | Unclassified Excavation | C.Y. | 3,380 | \$3.50 | \$11,830.00 | \$2.42 | \$8,179.60 | \$2.55 | \$8,619.00 |
| 23 | Embankment | C.Y. | 10,700 | \$6.00 | \$64,200.00 | \$5.54 | \$59,278.00 | \$5.15 | \$55,105.00 |
| 24 | Concrete - Remove | S.Y. | 130 | \$15.00 | \$1,950.00 | \$5.39 | \$700.70 | \$12.00 | \$1,560.00 |
| 25 | Subgrade Preparation | S.Y. | 9,980 | \$1.00 | \$9,980.00 | \$1.25 | \$12,475.00 | \$1.00 | \$9,980.00 |
| 26 | Reinforcement Fabric | S.Y. | 9,980 | \$1.30 | \$12,974.00 | \$1.32 | \$13,173.60 | \$1.30 | \$12,974.00 |
| 27 | Gravel - NDDOT Class 5 - 12" | C.Y. | 3,330 | \$24.00 | \$79,920.00 | \$29.51 | \$98,268.30 | \$25.00 | \$83,250.00 |
| 28 | Pipe - 4" Perforated PVC | L.F. | 3,915 | \$3.00 | \$11,745.00 | \$2.86 | \$11,196.90 | \$5.20 | \$20,358.00 |
| 29 | Curb & Gutter | L.F. | 3,915 | \$13.50 | \$52,852.50 | \$12.92 | \$50,581.80 | \$12.90 | \$50,503.50 |
| 30 | Concrete Paving - 10" Non-Reinforced | S.Y. | 8,400 | \$40.20 | \$337,680.00 | \$38.81 | \$326,004.00 | \$44.20 | \$371,280.00 |

Street Improvement District #2195 - Phase I
 9th St E - I-94 to 32nd Ave/32nd Ave S - 9th St E to East
 West Fargo ND
 Bid Opening: November 26, 2008

| [C]=Corrected Amount | Dakota Underground Company | | | Northern Improvement Company | | | Opp Construction LLC | | |
|----------------------|-------------------------------------|----------|--------------|------------------------------|-----------------------|-------------|-----------------------|------------|---------------------------|
| | UNIT | QUANTITY | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 31 | Dowelled Contraction Joint Assembly | L.F. | 4,040 | \$9.75 | \$39,390.00 | \$9.12 | \$36,844.80 | \$9.30 | \$33,532.00 |
| 32 | Multi-Use Path - Concrete | S.Y. | 2,010 | \$28.50 | \$57,285.00 | \$27.78 | \$55,837.80 | \$34.60 | \$69,546.00 |
| 33 | Sidewalk - Concrete | S.Y. | 990 | \$26.50 | \$26,235.00 | \$25.76 | \$25,502.40 | \$31.75 | \$31,432.50 |
| 34 | Detectable Warning Panels | S.F. | 200 | \$35.90 | \$7,180.00 | \$35.25 | \$7,050.00 | \$35.95 | \$7,190.00 |
| 35 | Decorative Paved Boulevard | S.Y. | 30 | \$55.00 | \$1,650.00 | \$54.54 | \$1,636.20 | \$89.50 | \$2,665.00 |
| 36 | Driveway - Concrete | S.Y. | 55 | \$44.00 | \$2,420.00 | \$41.56 | \$2,285.80 | \$48.10 | \$2,645.50 |
| 37 | Sedimentation Control Wattle - 9" | L.F. | 300 | \$2.49 | \$747.00 | \$2.02 | \$606.00 | \$3.40 | \$1,020.00 |
| 38 | Rock Check | Each | 2 | \$500.00 | \$1,000.00 | \$597.77 | \$1,195.54 | \$230.00 | \$460.00 |
| 39 | Inlet Protection Device | Each | 9 | \$79.00 | \$711.00 | \$91.91 | \$827.19 | \$100.00 | \$900.00 |
| 40 | Signing | S.F. | 46 | \$23.25 | \$1,069.50 | \$23.48 | \$1,080.08 | \$24.90 | \$1,145.40 |
| 41 | Sign Post | Lbs. | 350 | \$1.00 | \$350.00 | \$1.01 | \$353.50 | \$1.05 | \$367.50 |
| 42 | Seeding | Acre | 6 | \$455.00 | \$2,502.50 | \$606.00 | \$3,333.00 | \$370.00 | \$2,035.00 |
| 43 | Mulch - Type A - Straw | Acre | 3 | \$205.00 | \$512.50 | \$191.90 | \$479.75 | \$355.00 | \$887.50 |
| 44 | Mulch - Type B - Hydromulch | Acre | 3 | \$1,295.00 | \$3,885.00 | \$1,151.40 | \$3,454.20 | \$1,100.00 | \$3,300.00 |
| 45 | Striping - 24" - Epoxy | L.F. | 48 | \$7.00 | \$336.00 | \$7.07 | \$339.36 | \$7.50 | \$360.00 |
| 46 | Striping Epoxy Pavement Message | S.F. | 240 | \$6.00 | \$1,440.00 | \$6.06 | \$1,454.40 | \$6.40 | \$1,536.00 |
| 47 | Striping - 4" - Epoxy | L.F. | 4,105 | \$0.50 | \$2,052.50 | \$0.51 | \$2,093.55 | \$0.55 | \$2,257.75 |
| 48 | Striping - 8" - Epoxy | L.F. | 490 | \$10.00 | \$4,900.00 | \$10.10 | \$4,949.00 | \$10.70 | \$5,243.00 |
| Lighting | | | | | | | | | |
| 49 | 400 WHPS Lum w/Std. - Type B | Each | 12 | \$1,500.00 | \$18,000.00 | \$1,515.00 | \$18,180.00 | \$2,770.00 | \$33,240.00 |
| 50 | 6" Concrete Base | Each | 12 | \$250.00 | \$3,000.00 | \$252.50 | \$3,030.00 | \$395.00 | \$4,740.00 |
| 51 | 2" Innerduct | L.F. | 2,340 | \$2.00 | \$4,680.00 | \$2.02 | \$4,726.80 | \$4.45 | \$10,413.00 |
| 52 | #4 USE/Cu. Conductor | L.F. | 9,360 | \$1.20 | \$11,232.00 | \$1.21 | \$11,325.60 | \$1.65 | \$15,444.00 |
| 53 | #6 Cu. Grd. Conductor | L.F. | 2,340 | \$0.80 | \$1,872.00 | \$0.81 | \$1,895.40 | \$1.20 | \$2,808.00 |
| 54 | Trenching/Backfill (30" depth) | L.F. | 2,340 | \$1.25 | \$2,925.00 | \$1.26 | \$2,948.40 | \$1.85 | \$4,329.00 |
| 55 | 2" Innerduct - Future | L.F. | 2,340 | \$3.00 | \$7,020.00 | \$3.03 | \$7,090.20 | \$2.70 | \$6,318.00 |
| 56 | Pull Box - Quartzite | Each | 4 | \$2,000.00 | \$8,000.00 | \$2,020.00 | \$8,080.00 | \$1,835.00 | \$7,340.00 |
| 57 | Spare 400 WHPS Lum w/STD - Type B | Each | 2 | \$1,450.00 | \$2,900.00 | \$14,645.00 | \$29,290.00 | \$2,410.00 | \$4,820.00 |
| 58 | Light Standard/Luminaire - Remove | Each | 6 | \$200.00 | \$1,200.00 | \$202.00 | \$1,212.00 | \$165.00 | \$990.00 |
| 59 | Fiber | L.F. | 10,900 | \$3.50 | \$36,750.00 | \$3.54 | \$37,170.00 | \$1.46 | \$15,330.00 |
| | | | TOTAL | | \$7,237,178.85 | | \$7,286,267.31 | | \$7,884,271.55 [C] |

Moore Engineering, Inc.
 1042 14th Ave E
 West Fargo ND

Street Improvement District #2195 - Phase I
 9th St E - I-94 to 32nd Ave/32nd Ave S - 9th St E to East
 West Fargo ND
 Bid Opening: November 26, 2008

[C]=Corrected Amount

Upper Plains Contracting, Inc.
 5325 E Hwy 12
 Aberdeen SD 57401

Master Construction Co., Inc.
 PO Box 788
 Fargo ND 58107

Sirata Corporation
 PO Box 13500
 Grand Forks ND 58208

| ITEM | UNIT | QUANTITY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|--------------------------------------|------|----------|--------------|--------------|--------------|--------------|--------------|--------------|
| <u>9th St E/32nd Ave to 32nd Ave</u> | | | | | | | | |
| <u>Underground</u> | | | | | | | | |
| 1 | C.Y. | 24,500 | \$1.63 | \$39,835.00 | \$3.00 | \$73,500.00 | \$1.55 | \$37,975.00 |
| 2 | L.F. | 12,180 | \$33.39 | \$406,022.40 | \$31.80 | \$386,688.00 | \$29.60 | \$359,936.00 |
| 3 | L.F. | 495 | \$29.40 | \$14,553.00 | \$28.00 | \$13,860.00 | \$24.30 | \$12,028.50 |
| 4 | L.F. | 296 | \$231.00 | \$68,376.00 | \$220.00 | \$65,120.00 | \$238.75 | \$70,670.00 |
| 5 | L.F. | 100 | \$24.41 | \$2,441.00 | \$25.00 | \$2,500.00 | \$23.25 | \$2,325.00 |
| 6 | Each | 25 | \$3,123.75 | \$78,093.75 | \$2,975.00 | \$74,375.00 | \$2,596.00 | \$64,900.00 |
| 7 | L.F. | 450 | \$15.75 | \$7,087.50 | \$15.00 | \$6,750.00 | \$14.00 | \$6,300.00 |
| 8 | Each | 1 | \$4,357.50 | \$4,357.50 | \$4,150.00 | \$4,150.00 | \$4,285.00 | \$4,285.00 |
| 9 | Each | 15 | \$6,090.00 | \$91,350.00 | \$5,800.00 | \$87,000.00 | \$7,165.00 | \$107,475.00 |
| 10 | Each | 25 | \$866.25 | \$21,656.25 | \$825.00 | \$20,625.00 | \$1,075.00 | \$26,875.00 |
| 11 | Lbs. | 10,370 | \$5.51 | \$57,138.70 | \$5.25 | \$54,442.50 | \$3.95 | \$40,961.50 |
| 12 | L.F. | 4 | \$367.50 | \$1,470.00 | \$350.00 | \$1,400.00 | \$412.80 | \$1,651.20 |
| 13 | L.F. | 188 | \$26.25 | \$4,935.00 | \$25.00 | \$4,700.00 | \$37.00 | \$6,956.00 |
| 14 | L.F. | 239 | \$23.84 | \$5,697.76 | \$22.70 | \$5,425.30 | \$40.70 | \$9,727.30 |
| 15 | L.F. | 1,264 | \$27.04 | \$34,178.56 | \$25.75 | \$32,548.00 | \$40.40 | \$51,065.60 |
| 16 | L.F. | 2,105 | \$29.19 | \$61,444.95 | \$27.80 | \$58,519.00 | \$48.70 | \$102,513.50 |
| 17 | L.F. | 555 | \$30.98 | \$17,193.90 | \$29.50 | \$16,372.50 | \$47.40 | \$26,307.00 |
| 18 | L.F. | 905 | \$39.59 | \$35,828.95 | \$37.70 | \$34,118.50 | \$57.15 | \$51,720.75 |
| 19 | L.F. | 2,075 | \$44.36 | \$92,047.00 | \$42.25 | \$87,668.75 | \$62.00 | \$128,650.00 |
| 20 | L.F. | 1,175 | \$51.24 | \$60,207.00 | \$48.80 | \$57,340.00 | \$94.00 | \$110,450.00 |
| 21 | L.F. | 45 | \$89.25 | \$4,016.25 | \$85.00 | \$3,825.00 | \$122.00 | \$5,490.00 |
| 22 | Each | 25 | \$2,467.50 | \$61,687.50 | \$2,350.00 | \$58,750.00 | \$2,950.00 | \$73,750.00 |
| 23 | Each | 13 | \$2,047.50 | \$26,617.50 | \$1,950.00 | \$25,350.00 | \$2,980.00 | \$38,740.00 |
| 24 | Each | 4 | \$315.00 | \$1,260.00 | \$300.00 | \$1,200.00 | \$170.00 | \$680.00 |
| 25 | Each | 3 | \$2,205.00 | \$6,615.00 | \$2,100.00 | \$6,300.00 | \$775.00 | \$2,325.00 |
| 26 | LSum | 1 | \$152,250.00 | \$152,250.00 | \$145,000.00 | \$145,000.00 | \$280,800.00 | \$280,800.00 |
| 27 | C.Y. | 12 | \$105.00 | \$1,260.00 | \$55.00 | \$660.00 | \$99.00 | \$1,188.00 |
| 28 | LSum | 1 | \$16,800.00 | \$16,800.00 | \$16,000.00 | \$16,000.00 | \$7,300.00 | \$7,300.00 |
| 29 | L.F. | 600 | \$2.31 | \$1,386.00 | \$2.10 | \$1,260.00 | \$2.00 | \$1,200.00 |

Street Improvement District #2195 - Phase I
 9th St E - I-94 to 32nd Ave/32nd Ave S - 9th St E to East
 West Fargo ND
 Bid Opening: November 26, 2008

| ITEM | UNIT | QUANTITY | Upper Plains Contracting, Inc. | | Master Construction Co., Inc. | | Strata Corporation | |
|---|-------|----------|--------------------------------|----------------|-------------------------------|----------------|--------------------|----------------|
| | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 30 Sedimentation Control Fence | L.F. | 14,000 | \$1.26 | \$17,640.00 | \$1.10 | \$15,400.00 | \$1.00 | \$14,000.00 |
| 31 Rock Check | Each | 3 | \$1,050.00 | \$3,150.00 | \$400.00 | \$1,200.00 | \$750.00 | \$2,250.00 |
| 32 Ductile Iron Pipe - 24" | L.F. | 125 | \$120.75 | \$15,093.75 | \$115.00 | \$14,375.00 | \$115.00 | \$14,375.00 |
| 33 Ditching | L.F. | 3,600 | \$3.99 | \$14,364.00 | \$5.50 | \$19,800.00 | \$3.80 | \$13,680.00 |
| 34 Cleaning | L.Sum | 1 | \$7,875.00 | \$7,875.00 | \$1,200.00 | \$1,200.00 | \$14,750.00 | \$14,750.00 |
| 35 Storm Water Management | L.Sum | 1 | \$5,250.00 | \$5,250.00 | \$1,500.00 | \$1,500.00 | \$6,000.00 | \$6,000.00 |
| 36 Inlet Protection Device | Each | 50 | \$99.75 | \$4,987.50 | \$100.00 | \$5,000.00 | \$91.00 | \$4,550.00 |
| 37 Traffic Control | L.Sum | 1 | \$12,337.50 | \$12,337.50 | \$5,000.00 | \$5,000.00 | \$4,250.00 | \$4,250.00 |
| 38 Mulch - Type A - Straw | Acre | 16 | \$220.50 | \$3,417.75 | \$200.00 | \$3,100.00 | \$190.00 | \$2,945.00 |
| Streets | | | | | | | | |
| 39 Unclassified Excavation | C.Y. | 27,500 | \$2.21 | \$60,775.00 | \$3.00 | \$82,500.00 | \$2.10 | \$57,750.00 |
| 40 Embankment | C.Y. | 80,000 | \$5.29 | \$423,200.00 | \$6.10 | \$488,000.00 | \$5.04 | \$403,200.00 |
| 41 Asphalt - Remove | S.Y. | 3,210 | \$2.10 | \$6,741.00 | \$6.00 | \$19,260.00 | \$5.25 | \$16,852.50 |
| 42 Bituminous Pavement - Saw Full Depth | L.F. | 1,450 | \$4.20 | \$6,090.00 | \$5.00 | \$7,250.00 | \$5.50 | \$7,975.00 |
| 43 Subgrade Preparation | S.Y. | 52,750 | \$0.99 | \$52,222.50 | \$1.10 | \$58,025.00 | \$0.94 | \$49,585.00 |
| 44 Reinforcement Fabric | S.Y. | 52,750 | \$1.34 | \$70,685.00 | \$1.50 | \$79,125.00 | \$1.30 | \$68,575.00 |
| 45 Gravel - NDDOT Class 5 - 12" | C.Y. | 17,600 | \$24.58 | \$432,608.00 | \$28.50 | \$466,400.00 | \$26.15 | \$460,240.00 |
| 46 Pipe - 4" Perforated PVC | L.F. | 17,350 | \$5.12 | \$88,832.00 | \$4.50 | \$78,075.00 | \$4.88 | \$84,668.00 |
| 47 Curb & Gutter | L.F. | 17,350 | \$15.00 | \$260,250.00 | \$14.00 | \$242,900.00 | \$14.25 | \$247,237.50 |
| 48 Asphalt Base Course - 6" | S.Y. | 4,680 | \$23.52 | \$110,073.60 | \$28.00 | \$131,040.00 | \$22.40 | \$104,832.00 |
| 49 Asphalt Wearing Course - 2" | S.Y. | 4,680 | \$8.30 | \$38,844.00 | \$10.00 | \$46,800.00 | \$7.90 | \$36,972.00 |
| 50 Bituminous Material for Tack Coat | Gal. | 470 | \$1.79 | \$841.30 | \$2.50 | \$1,175.00 | \$1.70 | \$798.00 |
| 51 Concrete Paving - 11" Non-Reinforced | S.Y. | 40,200 | \$51.50 | \$2,070,300.00 | \$54.00 | \$2,170,800.00 | \$60.85 | \$2,446,170.00 |
| 52 Dowelled Contraction Joint Assembly | L.F. | 11,200 | \$9.00 | \$100,800.00 | \$7.50 | \$84,000.00 | \$8.75 | \$98,000.00 |
| 53 Longitudinal Joint Silicone Seal | L.F. | 1,900 | \$2.00 | \$3,800.00 | \$4.50 | \$8,550.00 | \$2.50 | \$4,750.00 |
| 54 Multi-Use Path - Concrete | S.Y. | 8,800 | \$28.88 | \$254,144.00 | \$38.75 | \$341,000.00 | \$30.50 | \$268,400.00 |
| 55 Sidewalk - Concrete | S.Y. | 190 | \$26.78 | \$5,088.20 | \$36.00 | \$6,840.00 | \$27.00 | \$5,130.00 |
| 56 Detectable Warning Panels | S.F. | 530 | \$36.65 | \$19,424.50 | \$42.00 | \$22,260.00 | \$35.00 | \$18,550.00 |
| 57 Decorative Paved Boulevard | S.Y. | 7,500 | \$56.70 | \$425,250.00 | \$70.00 | \$525,000.00 | \$60.00 | \$450,000.00 |
| 58 Decorative Colored Concrete | S.Y. | 40 | \$133.80 | \$5,352.00 | \$55.00 | \$2,200.00 | \$110.00 | \$4,400.00 |
| 59 Sign - Remove | Each | 6 | \$15.75 | \$94.50 | \$20.00 | \$120.00 | \$15.00 | \$90.00 |

[C]=Corrected Amount

Street Improvement District #2195 - Phase I
 9th St E - I-94 to 32nd Ave/32nd Ave S - 9th St E to East
 West Fargo ND
 Bid Opening: November 26, 2008

| ITEM | UNIT | QUANTITY | Upper Plains Contracting, Inc. | | Master Construction Co., Inc. | | Strata Corporation | | |
|-----------------|---|----------|--------------------------------|------------|-------------------------------|------------|--------------------|------------|-------------|
| | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | |
| 60 | Signing | S.F. | 340 | \$24.41 | \$8,299.40 | \$25.00 | \$8,500.00 | \$23.25 | \$7,905.00 |
| 61 | Sign Post | Lbs. | 3,220 | \$1.05 | \$3,381.00 | \$1.10 | \$3,542.00 | \$1.00 | \$3,220.00 |
| 62 | Seeding | Acre | 16 | \$645.75 | \$10,009.13 | \$650.00 | \$10,075.00 | \$600.00 | \$9,300.00 |
| 63 | Trees - Large Deciduous | Each | 69 | \$171.63 | \$11,842.47 | \$375.00 | \$25,875.00 | \$355.00 | \$24,495.00 |
| 64 | Trees - Small Deciduous | Each | 68 | \$202.01 | \$13,736.68 | \$400.00 | \$27,200.00 | \$387.00 | \$26,316.00 |
| 65 | Trees - Evergreen/Pine | Each | 26 | \$315.21 | \$8,195.46 | \$360.00 | \$9,360.00 | \$340.00 | \$8,840.00 |
| 66 | Mulch - Type A Straw | Acre | 10 | \$220.50 | \$2,160.90 | \$200.00 | \$1,960.00 | \$190.00 | \$1,862.00 |
| 67 | Mulch - Type B - Hydromulch | Acre | 6 | \$1,312.50 | \$7,481.25 | \$1,250.00 | \$7,125.00 | \$1,140.00 | \$6,498.00 |
| 68 | Striping - Plastic - 7" - Grooved - Contrast | L.F. | 1,850 | \$6.30 | \$11,655.00 | \$6.50 | \$12,025.00 | \$6.00 | \$11,100.00 |
| 69 | Striping - Plastic - 6" - Grooved | L.F. | 1,505 | \$4.67 | \$7,028.35 | \$5.00 | \$7,525.00 | \$4.45 | \$6,697.25 |
| 70 | Striping - Plastic - 8" - Grooved | L.F. | 4,930 | \$6.25 | \$30,812.50 | \$6.50 | \$32,045.00 | \$5.95 | \$29,333.50 |
| 71 | Striping - Plastic - 24" - Grooved | L.F. | 410 | \$18.38 | \$7,535.80 | \$19.00 | \$7,790.00 | \$17.50 | \$7,175.00 |
| 72 | Striping - Plastic Pavement Message - Grooved | S.F. | 680 | \$15.75 | \$10,710.00 | \$16.00 | \$10,880.00 | \$15.00 | \$10,200.00 |
| 73 | Striping - 4" - Epoxy | L.F. | 11,370 | \$0.53 | \$6,026.10 | \$0.50 | \$5,685.00 | \$0.50 | \$5,685.00 |
| 74 | Striping - 8" - Epoxy | L.F. | 2,880 | \$1.05 | \$2,814.00 | \$1.10 | \$2,948.00 | \$1.00 | \$2,680.00 |
| 75 | Striping - 24" Epoxy | L.F. | 525 | \$3.15 | \$1,653.75 | \$3.50 | \$1,837.50 | \$3.00 | \$1,575.00 |
| 76 | Striping - 4" Plastic | L.F. | 235 | \$5.25 | \$1,233.75 | \$5.50 | \$1,292.50 | \$5.00 | \$1,175.00 |
| 77 | Gate Valve - Adjust Existing | Each | 2 | \$1,050.00 | \$2,100.00 | \$500.00 | \$1,000.00 | \$175.00 | \$350.00 |
| Lighting | | | | | | | | | |
| 78 | Feed Point | Each | 1 | \$4,839.66 | \$4,839.66 | \$6,000.00 | \$6,000.00 | \$4,500.00 | \$4,500.00 |
| 79 | 400 W/HPS Lum w/Std. - Type A | Each | 27 | \$3,056.48 | \$82,524.96 | \$3,500.00 | \$94,500.00 | \$2,700.00 | \$72,900.00 |
| 80 | 400 W/HPS Lum w/Std. - Type A1 | Each | 9 | \$4,903.87 | \$44,134.83 | \$5,000.00 | \$45,000.00 | \$4,000.00 | \$36,000.00 |
| 81 | 6" Concrete Base | Each | 36 | \$388.98 | \$14,003.28 | \$600.00 | \$21,600.00 | \$250.00 | \$9,000.00 |
| 82 | 2" PVC Conduit | L.F. | 8,622 | \$1.76 | \$15,174.72 | \$2.00 | \$17,244.00 | \$2.00 | \$17,244.00 |
| 83 | #4 USE/Cu. Conductor | L.F. | 34,488 | \$1.63 | \$56,215.44 | \$1.70 | \$58,629.60 | \$1.20 | \$41,385.60 |
| 84 | #6 Cu. Grd. Conductor | L.F. | 8,622 | \$1.17 | \$10,087.74 | \$1.00 | \$8,622.00 | \$0.80 | \$6,897.60 |
| 85 | Trenching/Backfill (30" depth) | L.F. | 8,622 | \$1.81 | \$15,605.82 | \$2.20 | \$18,968.40 | \$1.25 | \$10,777.50 |
| 86 | Spare 400 W/HPS Lum w/Std. - Type A | Each | 3 | \$2,849.09 | \$8,547.27 | \$3,000.00 | \$9,000.00 | \$2,400.00 | \$7,200.00 |
| 87 | Spare 400 W/HPS Lum w/Std. - Type A1 | Each | 1 | \$4,456.76 | \$4,456.76 | \$4,500.00 | \$4,500.00 | \$3,800.00 | \$3,800.00 |

Street Improvement District #2195 - Phase I
 9th St E - I-94 to 32nd Ave/32nd Ave S - 9th St E to East
 West Fargo ND
 Bid Opening: November 26, 2008

| [C]=Corrected Amount | | Upper Plains Contracting, Inc. | | Master Construction Co., Inc. | | Strata Corporation | | |
|----------------------|--|--------------------------------|-------------|-------------------------------|-------------|--------------------|-------------|-------------|
| ITEM | UNIT | QUANTITY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| 88 | Signal Feed Point - Type IV Pad Mounted | Each | \$3,820.37 | \$3,820.37 | \$4,000.00 | \$4,000.00 | \$6,000.00 | \$6,000.00 |
| 89 | Concrete Foundation - Traffic Signals | Each | \$1,784.30 | \$8,921.50 | \$2,000.00 | \$10,000.00 | \$1,800.00 | \$9,000.00 |
| 90 | Concrete Foundation - Feed Point - Type A | Each | \$1,339.57 | \$1,339.57 | \$1,000.00 | \$1,000.00 | \$350.00 | \$350.00 |
| 91 | Pull Box | Each | \$974.60 | \$8,771.40 | \$1,000.00 | \$9,000.00 | \$600.00 | \$5,400.00 |
| 92 | Conduit - 4" PVC | L.F. | \$6.12 | \$3,011.04 | \$11.00 | \$5,412.00 | \$8.00 | \$3,936.00 |
| 93 | Conduit - 2" PVC | L.F. | \$3.82 | \$2,024.60 | \$9.00 | \$4,770.00 | \$3.00 | \$1,590.00 |
| 94 | Conductor - No. 12 AWG 2 | L.F. | \$0.98 | \$1,207.36 | \$1.50 | \$1,948.00 | \$0.80 | \$985.60 |
| 95 | Conductor - No. 12 AWG 12 | L.F. | \$2.88 | \$2,832.76 | \$4.00 | \$4,228.00 | \$3.00 | \$3,171.00 |
| 96 | Conductor - No. 4 USE/RHW Cu. | L.F. | \$1.77 | \$1,978.86 | \$2.00 | \$2,236.00 | \$1.20 | \$1,341.60 |
| 97 | Conductor - No. 6 USE/RHW Cu. | L.F. | \$1.13 | \$16.95 | \$1.25 | \$18.75 | \$0.90 | \$13.50 |
| 98 | Conductor - No. 6 USE/THW Cu. | L.F. | \$0.79 | \$429.76 | \$1.00 | \$544.00 | \$0.80 | \$435.20 |
| 99 | Signal - Combo Mast Arm & Lt Sid Type C | Each | \$17,016.45 | \$68,065.80 | \$17,000.00 | \$68,000.00 | \$15,000.00 | \$60,000.00 |
| 100 | Signal - Pedestrian Standard | Each | \$1,320.86 | \$2,641.72 | \$1,200.00 | \$2,400.00 | \$1,000.00 | \$2,000.00 |
| 101 | Pedestrian Push Button & Post | Each | \$913.25 | \$913.25 | \$550.00 | \$550.00 | \$250.00 | \$250.00 |
| 102 | Signal Heads - Traffic | Each | \$1,028.34 | \$11,311.74 | \$1,200.00 | \$13,200.00 | \$900.00 | \$9,900.00 |
| 103 | Signal Heads - Pedestrian | Each | \$592.18 | \$4,737.44 | \$800.00 | \$6,400.00 | \$600.00 | \$4,800.00 |
| 104 | Pedestrian Pushbutton & Sign | Each | \$233.54 | \$1,868.32 | \$200.00 | \$1,600.00 | \$150.00 | \$1,200.00 |
| 105 | Mast Arm Signs | Each | \$262.50 | \$1,050.00 | \$300.00 | \$1,200.00 | \$250.00 | \$1,000.00 |
| 106 | Signing | S.F. | \$36.96 | \$924.00 | \$40.00 | \$1,000.00 | \$35.20 | \$880.00 |
| 107 | Volume Density Control w/Ped & Preemption | Each | \$19,015.20 | \$38,030.40 | \$18,000.00 | \$36,000.00 | \$18,000.00 | \$36,000.00 |
| 108 | Video Detection System | Each | \$34,550.58 | \$34,550.58 | \$35,000.00 | \$35,000.00 | \$35,000.00 | \$35,000.00 |
| 109 | Emergency Preemption Unit | Each | \$3,602.04 | \$18,010.20 | \$4,000.00 | \$20,000.00 | \$3,400.00 | \$17,000.00 |
| 110 | Power Backup System | Each | \$6,214.73 | \$12,429.46 | \$6,000.00 | \$12,000.00 | \$6,500.00 | \$13,000.00 |
| 111 | 2" Innerduct - Future | L.F. | \$4.43 | \$38,195.46 | \$4.50 | \$38,799.00 | \$4.00 | \$34,488.00 |
| 112 | Pull Box - Quartzite | Each | \$1,799.83 | \$14,398.64 | \$2,000.00 | \$16,000.00 | \$2,000.00 | \$16,000.00 |
| 113 | 150 WHPS Luminaire | Each | \$1,120.14 | \$10,081.26 | \$1,000.00 | \$9,000.00 | \$1,000.00 | \$9,000.00 |
| 114 | 150 WHPS Luminaire-Teardrop | Each | \$1,287.09 | \$6,435.45 | \$1,200.00 | \$6,000.00 | \$1,100.00 | \$5,500.00 |

Street Improvement District #2195 - Phase 1
 9th St E - I-94 to 32nd Ave/32nd Ave S - 9th St E to East
 West Fargo ND
 Bid Opening: November 26, 2008

| ITEM | UNIT | QUANTITY | Upper Plains Contracting, Inc. | | Master Construction Co., Inc. | | Strata Corporation | |
|---|-------|----------|--------------------------------|--------------|-------------------------------|--------------|--------------------|----------------|
| | | | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
| [C]=Corrected Amount | | | | | | | | |
| <u>32nd Avenue - 9th Street East to 51st Street</u> | | | | | | | | |
| 1 | C.Y. | 6,670 | \$1.89 | \$12,606.30 | \$3.00 | \$20,010.00 | \$1.80 | \$12,006.00 |
| 2 | L.F. | 2,030 | \$33.39 | \$67,781.70 | \$36.80 | \$74,704.00 | \$34.75 | \$70,542.50 |
| 3 | L.F. | 220 | \$29.40 | \$6,468.00 | \$29.20 | \$6,424.00 | \$24.30 | \$5,346.00 [C] |
| 4 | Each | 5 | \$3,150.00 | \$15,750.00 | \$3,000.00 | \$15,000.00 | \$3,098.00 | \$15,490.00 |
| 5 | L.F. | 55 | \$15.75 | \$866.25 | \$15.00 | \$825.00 | \$14.60 | \$803.00 |
| 6 | Each | 5 | \$6,090.00 | \$30,450.00 | \$5,800.00 | \$29,000.00 | \$7,065.00 | \$35,325.00 |
| 7 | Each | 5 | \$866.25 | \$4,331.25 | \$825.00 | \$4,125.00 | \$1,075.00 | \$5,375.00 |
| 8 | Lbs. | 2,000 | \$5.78 | \$11,560.00 | \$5.50 | \$11,000.00 | \$4.90 | \$9,800.00 |
| 9 | L.F. | 2 | \$446.25 | \$892.50 | \$425.00 | \$850.00 | \$471.00 | \$942.00 |
| 10 | L.F. | 855 | \$28.09 | \$18,398.95 | \$26.75 | \$17,521.25 | \$44.50 | \$29,147.50 |
| 11 | L.F. | 202 | \$32.55 | \$6,575.10 | \$31.00 | \$6,262.00 | \$51.85 | \$10,473.70 |
| 12 | L.F. | 1,059 | \$60.38 | \$63,942.42 | \$57.50 | \$60,892.50 | \$78.00 | \$82,602.00 |
| 13 | L.F. | 25 | \$136.50 | \$3,412.50 | \$130.00 | \$3,250.00 | \$172.00 | \$4,300.00 |
| 14 | L.F. | 970 | \$147.00 | \$142,590.00 | \$140.00 | \$135,800.00 | \$192.00 | \$186,240.00 |
| 15 | Each | 8 | \$3,307.50 | \$26,460.00 | \$3,150.00 | \$25,200.00 | \$5,120.00 | \$40,960.00 |
| 16 | Each | 8 | \$2,100.00 | \$16,800.00 | \$2,000.00 | \$16,000.00 | \$3,185.00 | \$25,480.00 |
| 17 | Each | 3 | \$892.50 | \$2,677.50 | \$850.00 | \$2,550.00 | \$1,330.00 | \$3,990.00 |
| 18 | C.Y. | 1,100 | \$22.05 | \$24,255.00 | \$21.00 | \$23,100.00 | \$16.00 | \$17,600.00 |
| 19 | L.F. | 2,600 | \$3.99 | \$10,374.00 | \$5.50 | \$14,300.00 | \$3.80 | \$9,880.00 |
| 20 | L.Sum | 1 | \$7,875.00 | \$7,875.00 | \$1,000.00 | \$1,000.00 | \$3,500.00 | \$3,500.00 |
| 21 | Acres | 6 | \$220.50 | \$1,212.75 | \$200.00 | \$1,100.00 | \$190.00 | \$1,045.00 |
| Streets | | | | | | | | |
| 22 | C.Y. | 3,380 | \$2.52 | \$8,517.60 | \$3.00 | \$10,140.00 | \$2.40 | \$8,112.00 |
| 23 | C.Y. | 10,700 | \$5.29 | \$56,603.00 | \$6.10 | \$65,270.00 | \$5.04 | \$53,928.00 |
| 24 | S.Y. | 130 | \$10.50 | \$1,365.00 | \$10.00 | \$1,300.00 | \$12.00 | \$1,560.00 |
| 25 | S.Y. | 9,980 | \$0.99 | \$9,880.20 | \$1.10 | \$10,978.00 | \$0.95 | \$9,481.00 |
| 26 | S.Y. | 9,980 | \$1.34 | \$13,373.20 | \$1.90 | \$18,962.00 | \$1.30 | \$12,974.00 |
| 27 | C.Y. | 3,330 | \$24.58 | \$81,851.40 | \$26.50 | \$88,245.00 | \$26.15 | \$87,079.50 |
| 28 | L.F. | 3,915 | \$5.12 | \$20,044.80 | \$5.00 | \$19,575.00 | \$4.88 | \$19,105.20 |
| 29 | L.F. | 3,915 | \$17.00 | \$66,555.00 | \$14.00 | \$54,810.00 | \$13.75 | \$53,831.25 |
| 30 | S.Y. | 8,400 | \$48.00 | \$403,200.00 | \$51.00 | \$428,400.00 | \$58.25 | \$489,300.00 |

Upper Plains Contracting, Inc.
 5325 E Hwy 12
 Aberdeen SD 57401

Master Construction Co., Inc.
 PO Box 788
 Fargo ND 58107

Strata Corporation
 PO Box 13500
 Grand Forks ND 58208

Street Improvement District #2195 - Phase I
 9th St E - I-94 to 32nd Ave/32nd Ave S - 9th St E to East
 West Fargo ND
 Bid Opening: November 26, 2008

[C]=Corrected Amount

| ITEM | UNIT | QUANTITY | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL | UNIT PRICE | TOTAL |
|--|------|----------|------------|-----------------------|------------|-----------------------|------------|---------------------------|
| 31 Dowelled Contraction Joint Assembly | L.F. | 4,040 | \$9.00 | \$36,360.00 | \$7.50 | \$30,300.00 | \$8.75 | \$35,350.00 |
| 32 Multi-Use Path - Concrete | S.Y. | 2,010 | \$28.88 | \$58,048.80 | \$38.75 | \$77,887.50 | \$30.50 | \$61,305.00 |
| 33 Sidewalk - Concrete | S.Y. | 980 | \$26.78 | \$26,512.20 | \$36.00 | \$35,640.00 | \$27.00 | \$26,730.00 |
| 34 Detectable Warning Panels | S.F. | 200 | \$36.65 | \$7,330.00 | \$42.00 | \$8,400.00 | \$35.00 | \$7,000.00 |
| 35 Decorative Paved Boulevard | S.Y. | 30 | \$56.70 | \$1,701.00 | \$70.00 | \$2,100.00 | \$60.00 | \$1,800.00 |
| 36 Driveway - Concrete | S.Y. | 55 | \$43.21 | \$2,376.55 | \$45.00 | \$2,475.00 | \$45.00 | \$2,475.00 |
| 37 Sedimentation Control Wattle - 9" | L.F. | 300 | \$4.73 | \$1,419.00 | \$2.20 | \$660.00 | \$2.00 | \$600.00 |
| 38 Rock Check | Each | 2 | \$1,050.00 | \$2,100.00 | \$1,000.00 | \$2,000.00 | \$750.00 | \$1,500.00 |
| 39 Inlet Protection Device | Each | 9 | \$105.00 | \$945.00 | \$100.00 | \$900.00 | \$91.00 | \$819.00 |
| 40 Signing | S.F. | 46 | \$24.41 | \$1,122.86 | \$25.00 | \$1,150.00 | \$23.25 | \$1,069.50 |
| 41 Sign Post | Lbs. | 350 | \$1.05 | \$367.50 | \$1.10 | \$385.00 | \$1.00 | \$350.00 |
| 42 Seeding | Acre | 6 | \$645.75 | \$3,874.50 | \$650.00 | \$3,900.00 | \$600.00 | \$3,600.00 |
| 43 Mulch - Type A - Straw | Acre | 3 | \$220.50 | \$661.50 | \$200.00 | \$600.00 | \$190.00 | \$570.00 |
| 44 Mulch - Type B - Hydromulch | Acre | 3 | \$1,312.50 | \$3,937.50 | \$1,250.00 | \$3,750.00 | \$1,140.00 | \$3,420.00 |
| 45 Striping - 24" - Epoxy | L.F. | 48 | \$7.35 | \$352.80 | \$7.50 | \$360.00 | \$7.00 | \$336.00 |
| 46 Striping Epoxy Pavement Message | S.F. | 240 | \$6.30 | \$1,512.00 | \$6.50 | \$1,560.00 | \$6.00 | \$1,440.00 |
| 47 Striping - 4" - Epoxy | L.F. | 4,105 | \$0.53 | \$2,175.65 | \$1.00 | \$4,105.00 | \$0.50 | \$2,052.50 |
| 48 Striping - 8" - Epoxy | L.F. | 490 | \$10.50 | \$5,145.00 | \$11.00 | \$5,390.00 | \$10.00 | \$4,900.00 |
| Lighting | | | | | | | | |
| 49 400 W/HPS Lum w/Std. - Type B | Each | 12 | \$2,714.96 | \$32,579.52 | \$3,500.00 | \$42,000.00 | \$1,500.00 | \$18,000.00 |
| 50 6' Concrete Base | Each | 12 | \$388.98 | \$4,667.76 | \$600.00 | \$7,200.00 | \$250.00 | \$3,000.00 |
| 51 2" Innerduct | L.F. | 2,340 | \$4.36 | \$10,202.40 | \$2.00 | \$4,680.00 | \$2.00 | \$4,680.00 |
| 52 #4 USE/Cu. Conductor | L.F. | 9,360 | \$1.63 | \$15,256.80 | \$1.60 | \$14,976.00 | \$1.20 | \$11,232.00 |
| 53 #6 Cu. Grd. Conductor | L.F. | 2,340 | \$1.17 | \$2,737.80 | \$1.00 | \$2,340.00 | \$0.80 | \$1,872.00 |
| 54 Trenching/Backfill (30" depth) | L.F. | 2,340 | \$1.81 | \$4,235.40 | \$2.30 | \$5,382.00 | \$1.25 | \$2,925.00 |
| 55 2" Innerduct - Future | L.F. | 2,340 | \$2.65 | \$6,201.00 | \$4.25 | \$9,945.00 | \$3.00 | \$7,020.00 |
| 56 Pull Box - Quazite | Each | 4 | \$1,799.83 | \$7,199.32 | \$2,000.00 | \$8,000.00 | \$2,000.00 | \$8,000.00 |
| 57 Spare 400 W/HPS Lum w/STD. - Type B | Each | 2 | \$2,366.80 | \$4,733.60 | \$3,000.00 | \$6,000.00 | \$1,450.00 | \$2,900.00 |
| 58 Light Standard/Luminaire - Remove | Each | 6 | \$162.68 | \$976.08 | \$200.00 | \$1,200.00 | \$200.00 | \$1,200.00 |
| 59 Fiber | L.F. | 10,500 | \$1.43 | \$15,015.00 | \$3.50 | \$36,750.00 | \$3.50 | \$36,750.00 |
| TOTAL | | | | \$7,991,684.31 | | \$8,530,481.55 | | \$8,756,293.35 [C] |

Upper Plains Contracting, Inc.
 5325 E Hwy 12
 Aberdeen SD 57401

Master Construction Co., Inc.
 PO Box 788
 Fargo ND 58107

Strata Corporation
 PO Box 13500
 Grand Forks ND 58208



PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

District No. 5758

Type: Change Order No. 1

Location: Prairie Grove Addition

Date of Hearing: 12/10/08

| | |
|------------------|-----------------------------|
| <u>Routing</u> | <u>Date</u> |
| City Commission | <u>12/15/08</u> |
| PWPEC File | <u>X</u> |
| Project File | <u>Mark Miller</u> |
| Petitioners | <u> </u> |
| David W. Johnson | <u> </u> |

The Committee reviewed Change Order No. 1 for District No. 5758.

On a motion by Pat Zavoral, seconded by Bruce Grubb, the Committee voted to recommend change order approval.

RECOMMENDED MOTION

Approve Change Order No. 1 in the amount of \$91,482.34 for District No. 5758.

PROJECT FINANCING INFORMATION:

Recommended source of funding for project: Special Assessments

Developer meets City policy for payment of delinquent specials
 Agreement for payment of specials required of developer
 30% escrow deposit required

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

COMMITTEE

| | <u>Present</u> | <u>Yes</u> | <u>No</u> | <u>Unanimous</u> |
|--|----------------|------------|---------------|------------------|
| | | | | <u>X</u> |
| Pat Zavoral, City Administrator | <u>X</u> | <u>X</u> | | |
| Jim Gilmour, Planning Director | <u>X</u> | <u>X</u> | | |
| Bruce Hoover, Fire Chief | <u>X</u> | <u>X</u> | Steve Balstad | |
| Mark Bittner, City Engineer | <u>X</u> | <u>X</u> | | |
| Bruce Grubb, Enterprise Director | <u>X</u> | <u>X</u> | | |
| Al Weigel, Public Works Operations Manager | <u>X</u> | <u>X</u> | | |
| Steve Sprague, City Auditor | <u>X</u> | <u>X</u> | | |

ATTEST:

Mark H. Bittner
 Mark H. Bittner
 City Engineer

CITY OF FARGO ENGINEERING DEPARTMENT

Page 1 of 1
DATE: 10/30/2008 10:37:33 AM
COMP: fgo - City of Fargo

Impr Dist No: 5758
Date Entered: 10/30/2008
Date Printed: 10/31/2008

Chg Ord No: 1
For: Border States Paving, Inc.

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

EXPLANATION OF CHANGE IN PLAN RECOMMENDED

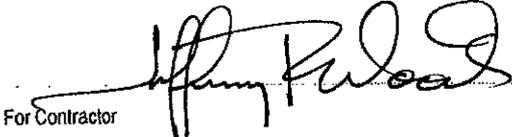
4138 4" RC Sidewalk - added bikepath along 25th St S; 4125 10" Doweled PC Concrete Pavement - added concrete to math PC of street returns; 11111 Extra Item - grade boulevard - filled boulevards to top of curb; 11178 Extra item - hydro mulch - price adjustment due to instructions as per developer which changed seeding item from 40 acres to 22,000 SY

| Sec | Item | 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 |
|------------------|-------|----------------------------------|------|---------------|--------------|---------------|--------------|--------------|------------|---------------|
| 6 | 4124 | 10" Doweled PC Concrete Pavement | SY | 500.00 | 0.00 | 500.00 | 190.50 | 690.50 | 53.50 | 10,191.75 |
| 6 | 4138 | 4" RC Sidewalk | SY | 1,864.00 | 0.00 | 1,864.00 | 1,305.61 | 3,169.61 | 31.30 | 40,865.59 |
| 6 | 11111 | Extra Item - grade boulevards | EA | | 0.00 | 0.00 | 1.00 | 1.00 | 28,325.00 | 28,325.00 |
| 6 | 11178 | Extra Item - hydro mulch | EA | | 0.00 | 0.00 | 22,000.00 | 22,000.00 | 0.55 | 12,100.00 |
| Paving Sub Total | | | | | | | | | Total: | 91,482.34 |

Source of Funding: Special Assessments
 Net Amount Change Order 1: \$91,482.34
 Previous Change Orders: \$0.00
 Original Contract Amount: \$1,018,579.65
 Total Contract Amount: \$1,110,061.99

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

APPROVED:


For Contractor

Title

Project MGR.

APPROVED:


City of Fargo Engineer

Mayor

Attest