FARGO CITY COMMISSION AGENDA
Monday, March 8, 2010 - 5:00 P.M.

CITY COMMISSION MEETINGS ARE BROADCAST LIVE ON TV FARGO 12 (Channel 12). They are rebroadcast each Monday at 5:00 p.m., Thursday at 7:00 p.m. and Saturday at 8:00 a.m.; 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, February 22, 2010).

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

a. 2nd reading, waive reading and final adoption of an Ordinance Rezoning Certain Parcels of Land Lying in Veterans Park First Addition.

b. Updates to the February 2010 City of Fargo Communication Policy.

c. Request from the St. Patrick's Day Parade Committee to hang banners in the skyway from March 9th to March 15th to promote the St. Patrick's Day Parade.

d. Application submittal for Round 2 of the Broadband Stimulus Grant Program.

e. Health Department budget adjustment in the amount of $3,943.00 and contract with the North Dakota Department of Health for the Baby and Me Program (Contract #G09-667).

f. ND Department of Transportation grant funding for traffic safety equipment (CFDA #20.600).

g. Applications for five-year property tax exemptions for improvements made to buildings:
   (1) Mark Armstrong, 1230 2nd Street North.
   (2) DJ and Claudia Meberg, 2849 2nd Street North.
   (3) Theta and Wade Miller, 1349 7th Street South.
   (4) Mark and Kaarin Lindquist, 816 2nd Street North.
   (5) Helen (Zeng) Bjornstad, 1618 8th Street North.
   (6) Roger and Charlotte Burnside, 1622 4th Street North.

h. Applications for Games of Chance:
   (1) Rosewood on Broadway for a raffle on 4/30/10.
   (2) National Guard Association of North Dakota for a raffle on 3/13/10.
   (3) North Dakota Bowhunters Assoc. for a raffle on 3/27/10.
   (4) Metro Area Mayor's Committee for a raffle on 4/15/10.

i. Change Order No. 8 for an increase of $1,671.00 for the US Bank Demolition Project.

j. Change Orders for the Skyway Reconstruction Project: No. 1 for an increase of $6.00; No. 2 for an increase of $6,362.00; No. 3 for an increase of $13,730.00; No. 4 for an increase of $3,326.00; No. 5 for an increase of $3,823.00 and No. 6 for a decrease of $4,526.00.

k. Request for Proposals for emergency contract assistance in connection with flood activities.

l. Rental contracts for emergency flood pumps and skid steer loaders.

m. Wind turbine interconnection study by Minnkota Power Cooperative in the amount of $20,000.

n. 25th Street South Corridor Study.

o. Contract with TKDA for Project No. 5683-06.

p. Contract awards for consulting services to Houston Engineering, Inc. for Improvement District Nos. 5681-02 and 5925-01 and to KLJ for Improvement District No. 5908-03.

q. City Share of Special Improvements funding in the amount of $54,108 for BNSF Quiet Zone Maintenance for 2008 and 2009.

r. Engineering Services Contract amendment in the amount of $33,200 for Project No. 5246-02.

s. Task Order with AE2S in the amount of $835,130 for final design and bidding services related to the new GSR #1 and pump station.

t. Change Order No. 6 for an increase of $100,933 for Project No. 5726.

u. Change Order No. 4, Part A for an increase of $10,669.76 for Project No. 5729.

v. Change Order No. 9 for an increase of $15,354.52 for Project No. 5798.

w. Change Order No. 2 for an increase of $23,381.30 for Project No. 5799.

x. Advertisement for bids for Project Nos. 5921 and 5927.

y. Contract and bond for the lighting upgrade project at the Island Park Parking Ramp.

z. Bills.

aa. Bid awards for Improvement District Nos. 5640 and 5907.

bb. Concurrence with the NDDOT on bid award for Improvement District No. 5700, Phase 4.

* * * Regular Agenda * * *

1. Workforce Safety and Insurance presentation for successful completion of the 2009 Safety Outreach Program.

2. Consider Payment in Lieu of Taxes policy to encourage new housing in the University Mixed Use zoning districts.

3. <u>Public Hearings - 5:15 p.m.:</u>
   a. 2010 Community Development Action Plan and 2010-2014 Consolidated Plan for Housing and Community Development.

4. Flood update.

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 48 hours before the meeting 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 REZONING CERTAIN PARCELS OF LAND
LYING IN VETERANS PARK FIRST ADDITION TO THE CITY OF FARGO,
CASS COUNTY, NORTH DAKOTA

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

WHEREAS, the Fargo Planning Commission recommended approval of the rezoning request on February 10, 2010; and,

WHEREAS, the rezoning changes were approved by the City Commission on February 22, 2010,

NOW, THEREFORE,

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

Section 1. The following described property:

Lots Two (2) through Nineteen (19), Block One (1); Lots One (1) through Ten (10) and Lots Twelve (12) through Twenty-four (24), Block Two (2); and Lots One (1) through Thirteen (13), Block Three (3), Veterans Park First Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "AG", Agricultural, District to "SR-3", Single-Dwelling, District;

AND

Lots Fifteen (15) through Thirty-four (34), Block Three (3); Lots One (1) through Twenty-six (26), Block Four (4); and Lots Two (2) through Twenty-five (25) and Lots Twenty-seven (27) through Fifty-eight (58), Block Five (5), Veterans Park First Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "AG", Agricultural, District to "SR-4", Single-Dwelling, District;

OFFICE OF THE CITY ATTORNEY
FARGO, NORTH DAKOTA

ORDINANCE NO. _____

AND

Lot One (1), Block One (1); Lot Eleven (11), Block Two (2); Lot Fourteen (14), Block Three (3); and Lots One (1), Twenty-six (26) and Fifty-nine (59), Block Five (5), Veterans Park First Addition to the City of Fargo, Cass County, North Dakota,

is hereby rezoned from "AG", Agricultural, District to "P/I", Public and Institutional, 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:

CITY OF Fargo

PLANNING AND DEVELOPMENT
200 Third Street North
Fargo, North Dakota 58102
Phone: (701) 241-1474
Fax: (701) 241-1526
E-Mail: planning@cityoffargo.com
www.cityoffargo.com

6

DATE: March 4, 2010
TO: City Commission
FROM: Nate Bailly, Planner
RE: City of Fargo Communication Policy (Attached)

Two updates have been made to The City of Fargo Communication Policy for employees. The Policy is designed to enhance the city's communication with its citizens and the media by establishing standards to ensure that external communication is timely and responsive. The updates to the policy (underlined in the attached document) include the following:

1) **Guidance for responding to requests for accommodation under the Americans with Disabilities Act (ADA).** The purpose of this update is to ensure that any ADA-related questions or requests for accommodation be directed to the City's ADA Co-coordinators, Nate Bailly or Bob Getz.
2) **Communications through Social Media sites.** The purpose of this update is to make clear that communications through social media sites must follow the same content and writing standards as any published material representing the City.

Recommended Action
Review and approve the updates to the February 2010 City of Fargo Communication Policy.

EQUAL HOUSING OPPORTUNITY

Printed on Recycled paper.

City of Fargo Communication Policy
February 2010

INTRODUCTION 2
PUBLICATIONS 2
WEB PAGES 3
SOCIAL MEDIA 4
RESPONDING TO CITIZEN INQUIRES 4
INQUIRIES RECEIVED VIA THE WEB SITE 4
RESPONDING TO PHONE CALLS AND LETTERS 5
RESPONDING TO INQUIRIES OR REQUESTS FOR ACCOMMODATION UNDER THE AMERICANS WITH DISABILITIES ACT (ADA) 5
MEDIA INQUIRIES 6
ASSISTANCE AVAILABLE FROM PIO 6
APPENDIX A: GUIDELINES FOR PUBLICATIONS 8

Introduction

The City of Fargo recognizes the importance of external communication in its daily operations. This plan is designed to enhance the city's communication with its citizens and the media by establishing standards to ensure that external communication is timely and responsive.

Publications

The city produces numerous printed materials in its efforts to educate the general public and the media. These publications include news releases, media advisories, brochures, newsletters, advertisements, posters, postcards, flyers and fact sheets meant for wide-scale distribution. **It is the city's goal that these materials be error-free and easily understood by someone with an eighth-grade reading level.**

In an effort to ensure the quality of these materials, the following standards should be followed:

- Creators of material should consider the Publications Guidelines found in Appendix A of this document to ensure maximum ease of use for the material.

- News releases and media advisories should be created on the city templates designed for these purposes. News releases should fit on one page whenever possible with the use of a font no smaller than 10-point. Contact the public information officer if you need a copy of the templates.

- The creator of the material should proofread it carefully for factual and grammatical errors and ask one of his/her co-workers to do the same.

- The proofread document should be forwarded to the city's public information officer. The PIO will check the proposed final version of the document for errors and evaluate its ease of reading. The PIO will make suggestions that could improve the document's quality and content.

  The PIO will review the publication on the same day it was received whenever possible. Lengthy publications may require a standard review time of three business days. **City staff should plan a project's timeline to allow for the proofreading process**.

It is understood that there will be times that the distribution of a news release or other publication is urgently and unexpectedly needed; in these circumstances, the PIO's review is not required.

Publication checklist:

- All materials purchased with city funds should bear the City of Fargo logo, either in its original Process Blue color format (2-color) or in black and white (grayscale). The city logo should never be produced in any colors other than Process Blue/black or grayscale. This logo requirement may be waived for small items.

- Whenever possible, the city's Web site address should be included on all printed materials. Please list the address as **www.cityoffargo.com.**

- A contact name and phone number should be included on all materials; the addition of an e-mail address is preferred. Promotional materials do not need to include a contact name, but a phone number and/or e-mail address is suggested.

Web pages

The City of Fargo wants its Web site to provide citizens with the opportunity to obtain information outside of regular business hours or without the need to call City Hall. Departments should evaluate all of their Web pages bi-annually to determine what information that citizens frequently request is not being provided on their Web pages.

The city's public information officer is available to assist departments with the creation of Web pages. As with printed materials, staff should strive to make Web page materials error-free and easily understood by someone with an eighth-grade reading level.

Web page creators should use the city's **"Web site Standards for Design and Content"** as a guide. Contact the public information officer if you need a copy of this document.

Review
Web pages that are new or substantially changed should be proofread for factual and grammatical errors by their creator and another person in the department. Then, the Web pages should be submitted to the city's public information officer for review. The PIO will check for errors and make suggestions to improve the pages' quality. The PIO will review the Web page within 24 hours whenever possible. Large sets of pages may require a standard review time of three business days. **City staff should plan a project's timeline to allow for the proofreading process.**

Social Media

Social media sites are valuable internet based tools used to share information with residents. These sites allow residents to receive information immediately, either by computer or cellular phone. Information shared through social media should follow the same writing and content standards as published material which represents the City. Departments wishing to create and maintain a social media site should refer to the City's **"Social Media Policy".**

Responding to citizen inquires

If a citizen requests information that cannot be provided by city government (tourism information, birth certificate request, etc.), staff should attempt to refer citizens to the agency that can assist them; the referral should include the phone number and/or e-mail/Web address of the agency that could handle their inquiry.

Inquiries received via the Web site

E-mail and Web-based inquiries offer some citizens a more convenient way to communicate with city government than traditional contact methods. **E-mail inquiries should be given the same priority that would be given to a phone call or letter.**

The Mayor's Office will forward e-mail sent to the Webmaster to department staff. **The department should respond to the e-mail on the same day whenever possible. If research is required to address a Web visitor's inquiry, the department should send an e-mail communicating that they are investigating and will follow up in a timely manner.** Staff responding to e-mail should copy staff from the Mayor's Office so he/she will know the Web correspondent has received a response.

Replies to Web inquires should follow the same formal courtesies that would be shown in a written letter. Begin the letter by referencing the e-mail that was received. End it with your contact information in case the citizen wants further information. Sample reply:

Mr. Jones,

Thank you for contacting the City of Fargo with your concerns about ----------. Your e-mail to our Web site was forwarded to me.

[specific information about matter mentioned in citizen e-mail]

Should you need additional information about this, feel free to call me at 241-0000 or e-mail me at yourname@ci.fargo.nd.us.

Sincerely,
Name
Title

Responding to phone calls and letters

Staff should return phone messages left by citizens on the same day they are received whenever possible; even if it is only to let citizens know that their concern will require additional time to research and respond to. Staff should give citizens a reasonable estimate of when they can expect a more complete answer to their question.

The goal for replying to written inquiries should be to mail a written response within 24 hours of receipt of a citizen's letter. The initial written response can simply state that the citizen's inquiry has been received and is being researched. The initial response should include a reasonable estimate of when citizens can expect a more complete answer to their question.

Responding to inquiries or requests for accommodation under the Americans with Disabilities Act (ADA)

If a City employee or a citizen has questions about the City's ADA policies, procedures or would like to request an accommodation to enhance their ability to participate in a program, service or activity of the City, they should refer to one or both of the City's ADA Co-coordinators. Contact information for the ADA Co-coordinators is as follows:

Bob Getz
ADA Co-coordinator
Director, Buildings and Grounds
207 4th Street North
Fargo, ND 58102
701-241-1480
bgetz@cityoffargo.com

or

Nate Bailly
ADA Co-coordinator
Community Development Planner
200 3rd Street North
Fargo, ND 58102
701-241-1474

nbailly@cityoffargo.com

The ADA Co-coordinators will work toward providing a reasonable accommodation leading to the effective communication for qualified persons with disabilities so they can participate equally in the City's programs, services and activities. In the case of accommodations requested by City employees, the ADA Co-coordinator will refer to employee policy #200-017 which outlines the process by which a request for reasonable accommodation is made to the employee's direct supervisor.

Accommodations requested by citizens may include but are not limited to qualified sign language interpreters, documents in Braille, and other ways of making information and communications accessible to people who have speech, hearing or vision impairments. The ADA does not require the City of Fargo to take any action that would fundamentally alter the nature of its programs or services, or impose an undue financial or administrative burden.

Media inquiries

Departments are often contacted directly by the media. Staff should consult their supervisor to determine their department's protocol for the handling of media phone calls.

Departments are free to provide information directly to the media. The public information officer is available to assist departments with preparing for or responding to media inquiries.

Assistance available from PIO

The public information officer is available to assist departments in meeting their communication goals. The PIO can provide skills and advice that include:

- writing materials in a manner that is easily understood by people of varied education levels.
- designing the layout of brochures, advertisements and other materials and working with professional printers to have these items printed.
- organizing news conferences.
- writing media advisories and news releases.
- suggesting messages to communicate to the media.
- suggesting ways to publicize a project or information that the department needs to communicate to the public.
- designing web pages.
- writing a story for the city's newsletter that communicates information the department wants to distribute.

- writing speeches.
- writing public service announcements.
- arranging appearances for staff on local radio and television shows.
- placing stories in newsletters in the community.
- assist in securing outside services that cannot be provided by the public information officer.
- assist in the use of social media sites.

Appendix A: Guidelines for publications

The following are accepted standards in the desktop publishing industry that can make your publication easier to read and understand:

- Space only once after periods, commas, semicolons, etc.
- Avoid underlining—use bold fonts or larger fonts for emphasis.
- Avoid the use of words in ALL CAPITAL LETTERS—setting text this way makes it harder for the reader to comprehend because we recognize words according to their shapes, and they look much more similar in all caps.
- Avoid hyphenations in paragraphs when possible.
- **Serif** type is best for **body text**. Some of the serif fonts ranked highest for "readability" are: Garamond, Caslon, Baskerville, Bodoni, Goudy, Century and Times.
- **Sans serif** type is best for **headings**. Some of the top-rated sans serif fonts are: Helvetica, Futura, Franklin Gothic, Avant Garde and Optima.
  **Use sans serif text for numbers in a chart.
- Avoid combining two serif or two sans serif fonts on the same page.
- Have a purpose when using color. It does a good job of drawing attention, but should be used selectively to guide the reader's eye throughout your publication. Limit the number of colors you use.
- Dark headings are optimal for reader comprehension.
- High contrast between text color and paper color is needed to ensure maximum readability, especially for colorblind individuals.

To maximize the reader's comprehension of your material follow these research-based guidelines:

- The width of columns should be 2 x font size.
- The maximum character width per column, including spaces and punctuation, should be 39 characters.

- No piece of copy should go unbroken for more than the length and width of a dollar bill. Break it up with headings, bullets, photos, quote boxes, etc.
- The lead paragraph in a publication should not be more than 25 words long.
- The average paragraph should not be more than 42 words long.
- Sentences should not be more than 14 words long.
- The average number of syllables per word in your sentence should be two.

When proofreading, read sentence out loud to maximize your chances of detecting your errors.

~~CITY OF FARGO~~

~~ELECTRONIC COMMUNICATION ACKNOWLEDGEMENT~~

~~"I have read City of Fargo Electronic Communications Policy # 200-016 and agree to abide by it as consideration for my continued employment by the City of Fargo. I understand that violation of any of the above policies may result in disciplinary action, up to and including termination of employment."~~

~~Date~~ ~~User Signature~~

~~Department~~ ~~Print Name of User~~

~~*Please sign and return this card to the Human Resources Department.*~~

CITY OF Fargo

Finance Office
P.O. Box 2083
200 3rd Street North
Fargo, North Dakota 58107-2083
Phone: 701-241-1333
Fax: 701-241-1526

MEMORANDUM

TO: Board of City Commissioners

FROM: Steven Sprague, City Auditor

SUBJECT: St Patrick's Day Parade Skyway use request

DATE: March 4, 2010

In April 2008 the Board of City Commissioners adopted the Skyway Use Policy. According to the policy, a request for skyway usage by outside parties must include the purpose of the request, the time and date of its proposed usage and a hold harmless pledge to the City from any accidents or destruction of property.

I have received the attached request from the St Patrick's Day Parade Committee requesting use of the skyway to hang banners promoting the St Patrick's Day Parade. The banners will be hung on the chains that run through the skyway and will be on display from March 9th until March 15th. The request meets all of the requirements listed in the Skyway Use Policy.

Please approve the request from the St. Patrick's Day Parade Committee to use the skyway to promote the St Patrick's Day Parade, banners to hang in the skyway from March 9th until March 15th, 2010.

Recommended Motion:

Approve the request from the St Patrick's Day Parade Committee to use the skyway to promote the St Patrick's Day Parade, banners to hang in the skyway from March 9th until March 15th, 2010.

U:\Auditors\SSprague\WP\BOCC\BOCC Skyway use request St Patrick's Day 2010.doc

Fargo-Moorhead All-America City

Printed on Recycled paper.

d

Information Services
City of Fargo
200 N 3rd St.
Fargo, ND 58102
March 4, 2010

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

Dear Commissioners;

On February 15th, the government initiated Round 2 of the Broadband Stimulus Grant Program. Round 1 of the stimulus program was focused on Last Mile connectivity, which is connectivity to home. The focus in Round 2 has changed to a Middle Mile focus, which is, basically, connectivity between business locations. The connectivity allowed in Round 2, fits with the City's needs.

In keeping with the common theme of coordination with key partners, several organizations were approached about including their broadband connectivity needs in the grant request. These key partners include Fargo Public Schools, Fargo Parks, NDSU, Southeast Education Co-operative, Sanford Health-MeritCare, Innovis Health, YMCA, Family Healthcare Center, Cass County and Red River Regional Dispatch Center. Fargo Fire, Fargo Police, Fargo Cass Public Health, Fargo Public Library, Cass-Fargo Emergency Management, Water Treatment and Information Services will be the primary City beneficiaries of this project.

The grant will cover 70% of the system implementation costs. Each key partner will be covering the costs for work specific to their facilities and for a portion of the share infrastructure costs.

Suggested Motion:

Direct appropriate staff to coordinate with the key partners and complete the broadband stimulus application process.

Thank you,

Ron Gronneberg
CIO
City of Fargo
701/241-1312

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

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

FROM: RUTH BACHMEIER
DIRECTOR OF PUBLIC HEALTH

DATE: FEBRUARY 17, 2010

RE: NOTICE OF GRANT AWARD FROM THE NORTH DAKOTA DEPARTMENT OF HEALTH FOR THE BABY AND ME PROGRAM
CONTRACT NO. G09-667

This is a request to approve the attached grant award from the North Dakota Department of Health for the tobacco cessation Baby and Me Program. The following budget adjustments would be needed to carry out this contract.

2010		
Expense		
General Supplies	101-6035-451-61-40	$3,943.00
2010		
Revenue		
Tobacco Settlement	101-0000-334-10-45	$3,943.00

If you have questions please contact Ruth Bachmeier at 241-1380.

Suggested Motion: Move to approve the North Dakota Department of Health contract for the Baby and Me Program.

RB/LA
Enclosure

Contract No. G09-667	**CFDA No.** Not applicable	North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200 **Type: Notice of Grant Award (SFN53771)**
Contract Period From: 3/1/2010	Through: 6/30/2011	

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:
Baby and Me Program

Health Dept. Grant Code:
4571 12480 01

Contractor Name and Address:
Fargo Cass Public Health
401 3rd Avenue North
Fargo ND 58102

Contact Name: Ruth Bachmeier
Telephone: 701.241.1380

North Dakota Department of Health Program Director:
Karalee Harper, MM, LAC
Director, Division of Tobacco Prevention and Control
North Dakota Department of Health
600 E. Boulevard Ave., Dept. 301
Bismarck, ND 58505-0200

Telephone: 701.328.4517

Financial Information	**Dept of Health Cost Share**	**Contractor Cost Share**	**Total Project/Program Costs**
Amount of Financial Assistance	$7,943	$0	$7,943
Previous Funds Awarded	$0	$0	$0
Total Funds Awarded to Date	$7,943	$0	$7,943

Scope of Service:
The Contractor will implement the Baby and Me program of strategies and activities within its service area.

The Contractor will use grant funds as outlined in the Centers for Disease Control and Prevention (CDC) Best Practices for Comprehensive Tobacco Control Programs.

The Contractor will use grant funds in accordance with the Contractor's work plans and the Contractor's budget as approved by the Division of Tobacco Prevention and Control.

Reporting Requirements:
A request for reimbursement must be submitted at least quarterly. Contractor may file monthly requests for reimbursement to facilitate budgeting and accounting efforts. The request for reimbursement will not be processed if progress reports are not submitted by designated deadlines. The designated deadlines for the request for reimbursements and progress reports are April 15, 2010, July 15, 2010, October 15, 2010, January 18, 2011, April 15, 2011 and July 15, 2011. Reimbursement will not be processed upon Department approval of request for reimbursements and progress reports.

Special Conditions:
None.

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, 2009 to June 30, 2011 [Accounting Use Only ☒ Requirements Received] (2) applicable Federal and State regulations.

Evidence of Contractor's Acceptance		**Evidence of Departmental Acceptance**	
Ruth Bachmeier Signature	February 16, 2010 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** Karalee Harper, Director Division of Tobacco 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.

CITY OF Fargo

Office of the Chief of Police

March 3, 2010

Board of City Commissioners
City Hall
Fargo, ND 58102

RE: ND Department of Transportation Grant Funding for Traffic Safety Equipment - **(CFDA # 20.600)** NHTSA

Dear Commissioners:

The North Dakota Department of Transportation is providing funding to the Fargo Police Department for the purchase of a speed enforcement (radar) device. The funding is available through a grant from the National Highway Traffic Safety Administration (NHTSA). The grant funding provides for 75% of the total purchase price of the radar unit with the remaining 25% paid for by the Fargo Police Department. The total purchase price of the radar unit is approximately $1,900.00.

- FPD budget account **#101-5045-411-74-10** will be used for the purchase of the radar unit.
- FPD account **#101-0000-331-12-32** will be used to track the grant revenue.

Recommended Motion:

Approve acceptance of the ND DOT grant funding for the purchase of a speed enforcement (radar) device.

Please feel free to contact me if you have any questions.

Sincerely,

Keith A. Ternes
Chief of Police

Cc: Kent Costin, Finance Director

Keith A. Ternes – Chief of Police • 222 Fourth Street North, Fargo, North Dakota 58102
Phone (701) 241-1401 • Fax (701) 297-7789 • katernes@ci.fargo.nd.us

NDDOT Contract No. _____
Project No. PHSP4021007 SP 02 PH 14

North Dakota Department of Transportation
TRAFFIC SAFETY CONTRACT

Federal Award Information—To be provided by NDDOT

CFDA No.: 20.600	CFDA Title: State and Community Highway Safety
Award Name: Radar Equipment	Awarding Fed. Agency: National Highway Traffic Safety Administration
NDDOT Program Mgr.: Sandy Wilson	Telephone: 328-2899

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

This contract 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 Police Department, hereinafter referred to as the Contractor, whose address is 222 Fourth Street, North, Fargo, North Dakota 58102.

WHEREAS, NDDOT has been delegated the responsibility to administer the state's Annual Highway Safety Plan as authorized in Section 54-07-05 of the North Dakota Century Code; and

WHEREAS, the Contractor requests participation in the state's Annual Highway Safety Plan;

THEREFORE, in consideration of the mutual promises herein set forth, NDDOT and the Contractor agree:

I.

The Contractor shall perform the project(s) set forth in Appendix A, a copy of which is attached hereto and made a part hereof.

II.

The term of this contract shall begin January 1, 2010, and shall end September 30, 2010.

III.

NDDOT shall reimburse the Contractor for costs incurred under the terms of this contract, not to exceed $4,000.00. Reimbursement of all costs under this contract is contingent on federal participation. Allowable costs are covered under 49 CFR Part 18.22. All requests for reimbursement must be submitted to NDDOT within 45 days of the termination date of this contract.

IV.

The Contractor shall make all purchases and maintain and dispose of all equipment purchased in accordance with 49 CFR Parts 18.32 and 18.36 or 23 CFR Part 1200.21, copies of which will be provided upon request.

V.

The Contractor agrees to comply with all applicable laws and rules, including, but not limited to, those relating to nondiscrimination, accessibility, and civil rights.

VI.

The Contractor will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 STAT. 252), the regulations of the federal Department of Transportation, 49 CFR, Part 21, and Executive Order 11246.

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, national origin, sex, religion, age, physical or mental disability or handicap, political opinions or affiliation, or status with regard to marriage or public assistance. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, national origin, sex, religion, age, physical or mental disability or handicap, political opinions or affiliation, or status with regard to marriage or public assistance. Such actions shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.

If the Contractor fails to comply with the federal or state civil rights requirements of this contract, sanctions may be imposed by the FHWA or NDDOT as may be appropriate, including, but not limited to:

A. Withholding of payments to the Contractor under the contract until the Contractor complies; or

B. Cancellation, termination, or suspension of the contract, in whole or in part.

The Contractor agrees to cooperate with NDDOT in meeting its commitments and goals with regard to the maximum utilization of disadvantaged business enterprises and will use its best efforts to ensure that disadvantaged business enterprises shall have the maximum practicable opportunity to compete for subcontract work under this agreement. The Contractor shall comply with requirements of 49 CFR Part 26.

The Contractor shall ensure that no qualified handicapped individual, as defined in 29 USC 794 and 49 CFR Part 27 shall, solely by reason of this handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives benefits from the assistance under this agreement.

VII.

The Contractor shall account for program income related to the project and shall use such income to further program objectives.

VIII.

The Contractor shall maintain accounting and project records that are sufficient to prepare required reports, trace funds to level of expenditure, provide internal control by progress, provide budget control, assure allowable costs, provide source documentation, and assure proper cash management. Such records shall be made available to NDDOT and the federal government for inspection and audit during the contract term and for three years after the date of final payment, unless:

> Any litigation, claim, or audit is started before the expiration of three years, then the records shall be retained until such action is satisfied.

IX.

Termination:

a. This contract may be terminated by mutual consent of both parties, or by either party, upon 30 days notice in writing and delivered by certified mail or in person.

b. In addition, NDDOT may terminate this contract effective upon delivery of written notice to the contractor, or at such later date as may be established by NDDOT, under any of the following conditions:

   i. NDDOT funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the indicated quantity of services. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.

   ii. If federal or state regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.

   iii. If any license or certificate required by law or regulation to be held by the contractor to provide the services required by the contract is for any reason denied, revoked, or not renewed.

   Any such termination of this contract under (i), (ii), or (iii), above, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

c. ND NDDOT, by written notice to the contractor, may terminate the whole or any part of this agreement:

   i. If the contractor fails to provide services called for by this contract within the time specified herein or any extension thereof; or

   ii. If the contractor fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms, and after receipt of written notice from NDDOT, fails to correct such failures within ten days or such longer period as NDDOT may authorize.

X.

The Contractor shall not enter into any subcontracts without prior written approval of NDDOT.

XI.

NDDOT requires contracts executed with counties, cities, other state agencies, and Indian tribes to comply with OMB Cir. A-133.

XII.

This agreement constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. The Contractor, by the

signature below of its authorized representative, hereby acknowledges that the Contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

XIII.

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

XIV.

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

XV.

The Contractor shall not assign nor transfer the Contractor's interest in this agreement without the express written consent of the state.

XVI.

The provisions of this agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and assigns.

XVII.

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

XVIII.

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

Steve Lynk
NAME AND ADDRESS
222 4 St N
Fargo, ND 58102

XIX.

No official or employee of a state or any other governmental instrumentality who is authorized in his official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any contract or subcontract in connection with a project shall have, directly or indirectly, any financial or other personal interest in any such contract or subcontract. No engineer, attorney, appraiser, inspector, or other person performing services for a state or a governmental instrumentality in connection with a project shall have, directly or indirectly, a financial or other personal interest, other than his employment or retention by a state or other governmental instrumentality, in any contract or subcontract in connection with such project. No officer or employee of such person retained by a state or other governmental instrumentality shall have, directly or indirectly, any financial or other personal interest in any real property acquired for a project unless such interest is openly disclosed

upon the public records of NDDOT and of such other governmental instrumentality, and such officer, employee, or person has not participated in such acquisition for and in behalf of the state.

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.)

CONTRACTOR:

Dennis Walaker
NAME (TYPE OR PRINT)

SIGNATURE

Mayor
TITLE

DATE

WITNESS:

NAME (TYPE OR PRINT)

SIGNATURE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

DIRECTOR (TYPE OR PRINT)

SIGNATURE

DATE

APPROVED as to substance by:

Karin Thongen
TRAFFIC SAFETY MANAGER (TYPE OR PRINT) FOR THE DIRECTOR OF SAFETY DIVISION

Karin Thongen
SIGNATURE

1-21-10
DATE

DOT 16780 (Div. 09)
A.G. Approved 7-17-89; 1-4-10

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. The insolvency or bankruptcy of the insured Subcontractor shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured Subcontractor from meeting the retention limit under the policy. Any deductible amount or other obligations under the Subcontractor's policy(ies) shall be the sole responsibility of the Subcontractor. This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and be placed with insurers rated "A-" or better by A.M. Best Company, Inc. The Governments will be indemnified, saved, and held harmless to the full extent of any coverage actually secured by the Subcontractor in excess of the minimum requirements set forth above. The Government Entity that hired the Subcontractor shall be held responsible for ensuring compliance with the above requirements by all Subcontractors. The Governments reserve the right to obtain complete, certified copies of all required insurance documents, policies, or endorsements at any time.

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

RM Consulted 2007
Revised 5-09

CITY OF Fargo

91

ASSESSMENT DEPARTMENT

February 23, 2010

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 Mark Armstrong. 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 2010, 2011, 2012, 2013, 2014. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $120 with the City of Fargo's share being $15.

Sincerely,

Ben Hushka

Ben Hushka
City Assessor

tla

attachment

404 - 4th Avenue N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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 MICHAEL ARMSTRONG Phone No. 234-6229
2. Address of Property 1230 2 ST N
   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed LT 25, BLK 5 HOLES 1ST
4. Parcel Number 01-1360-01470-000
5. Mailing Address of Property Owner SAME
   City _____ State _____ Zip Code _____

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). ELECTRICAL, FRAMING & WALLS IN BSMT
7. Building Permit No. 91950
8. Year built if residential property 1928
9. Date of commencement of making the improvement _____
10. Estimated market value of property before improvement $ 140,300
11. Cost of making the improvement (all labor, material and overhead) $ 7000
12. Estimated market value of property after improvement $ 147,300

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 _____ Date 2-18-10

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 _____ Date 2/26/10

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 _____

24840 (Rev. 10-95)

CITY OF Fargo

ASSESSMENT DEPARTMENT

9 2

February 17, 2010

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 DJ & Claudia Meberg. 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 2010, 2011, 2012, 2013, 2014. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $100 with the City of Fargo's share being $15.

Sincerely,

Ben Hushka

Ben Hushka
City Assessor

tla

attachment

404 - 4th Avenue N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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 DJ + Claudia Meberg Phone No. 701-298-6282
2. Address of Property 2849 2nd St. N.
   City Fargo State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed
   Lot 10 BLK 6 ADDN # 0720 (Edgewood 1st)
4. Parcel Number
5. Mailing Address of Property Owner 2849 2nd St. N
   City Fargo State N.D Zip Code 58102

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). Completed downstairs bedroom, finished walls + ceiling on other large space, finished small bathroom.
7. Building Permit No. BL20090087
8. Year built if residential property 1961
9. Date of commencement of making the improvement February 2009
10. Estimated market value of property before improvement $ 155,000
11. Cost of making the improvement (all labor, material and overhead) $ 6,000
12. Estimated market value of property after improvement $ 180,000

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 C.K. Meberg DJ Meberg Date 2-12-10

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 [illegible] Date 2/22/10

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

24840 (Rev. 10-95)

CITY OF Fargo

ASSESSMENT DEPARTMENT

93

February 17, 2010

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 Theta & Wade Miller. 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 2010, 2011, 2012, 2013, 2014. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $600 with the City of Fargo's share being $80.

Sincerely,

Ben Hushka
City Assessor

tla

attachment

404 - 4th Avenue N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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 Theta & Wade Miller Phone No. 701-552-1749
2. Address of Property 1349 7 St S
   City Fargo State ND Zip Code 58103
3. Legal description of the property for which the exemption is being claimed
   L13 B3 Huntingtons Addn
4. Parcel Number 01-1400-00350-000
5. Mailing Address of Property Owner 1349 7 St S
   City Fargo State ND Zip Code 58102

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, add ½ bath, renovate enclosed porch
7. Building Permit No. 92411 + 90086 8. Year built if residential property 1922
9. Date of commencement of making the improvement March, '09
10. Estimated market value of property before improvement $ 171,600
11. Cost of making the improvement (all labor, material and overhead) $ 35,000
12. Estimated market value of property after improvement $ 183,200

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 Wade W. Miller Date 2-6-2010

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 [illegible] Date 2/22/10

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

24840 (Rev. 10-95)

CITY OF Fargo

ASSESSMENT DEPARTMENT

94

February 17, 2010

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 Mark & Kaarin Lindquist. 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 2010, 2011, 2012, 2013, 2014. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $345 with the City of Fargo's share being $45.

Sincerely,

Ben Hushka
City Assessor

tla

attachment

404 - 4th Avenue N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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 MARK/KAARIN LINDQUIST Phone No. 701-306-2949
2. Address of Property 816 2nd ST N
   City FARGO State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed LT 11 BLK 2 TRUESDELLS
4. Parcel Number 01-3260-00210-000
5. Mailing Address of Property Owner 816 2nd St N
   City FARGO State ND Zip Code 58102

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). Kitchen remodel including electrical + remove bearing wall, (over) →
7. Building Permit No. 20082475
8. Year built if residential property 1902
9. Date of commencement of making the improvement Dec 30 2008
10. Estimated market value of property before improvement $ 103,900
11. Cost of making the improvement (all labor, material and overhead) $ 20,160
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 [signature] Date 2/11/2010

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 [signature] Date 2/22/10

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

24840 (Rev. 10-95)

CITY OF Fargo

ASSESSMENT DEPARTMENT

95

February 17, 2010

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 (Zeng) Bjornstad. 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 2010, 2011, 2012, 2013, 2014. The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $370 with the City of Fargo's share being $50.

Sincerely,

Ben Hushka

Ben Hushka
City Assessor

tla

attachment

404 - 4th Avenue N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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 (Zeng) Bjornstad Phone No. 866 - 4253
2. Address of Property 1618 8th Street North
   City Fargo State ND Zip Code 58102
3. Legal description of the property for which the exemption is being claimed
   Lot 5 Blk 12 Chandlers Broadway Addition
4. Parcel Number 01-0380-02620-000
5. Mailing Address of Property Owner SAME AS ABOVE
   City State Zip Code

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). Housing Rehab Work
7. Building Permit No. 20091630
8. Year built if residential property 1950
9. Date of commencement of making the improvement 9/15/09
10. Estimated market value of property before improvement $ 99,200
11. Cost of making the improvement (all labor, material and overhead) $ 21,587
12. Estimated market value of property after improvement $ 102,700

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 Zeng Date 2/12/10

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 [illegible] Date 2/22/10

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

24840 (Rev. 10-95)

CITY OF Fargo

96

ASSESSMENT DEPARTMENT

February 19, 2010

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 Roger & Charlotte Burnside. 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 2010, 2011, 2012, 2013, 2014: The estimated annual tax revenue lost by granting the exemption, based upon the estimated cost of the improvements, would be about $215 with the City of Fargo's share being $30.

Sincerely,

Ben Hushka
City Assessor

tla

attachment

404 - 4th Avenue N. • Fargo, ND 58102 • Phone (701) 241-1340 • Fax (701) 241-1339

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 ROGER & CHARLOTTE BURNSIDE Phone No. 701-232-1860
2. Address of Property 1622 4TH ST N

   City FARGO State ND Zip Code 58102-2304
3. Legal description of the property for which the exemption is being claimed

   N 20' LOT 189 & ALL LOT 190 NORTH BROADWAY ADDITION
4. Parcel Number 01-2100-01090-000
5. Mailing Address of Property Owner SAME AS ABOWE

   City _____ State _____ Zip Code _____

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). REPAIR &/OR REPLACE BASEMENT WALLS AND REPLACE FAMILY ROOM
7. Building Permit No. 99902
8. Year built if residential property 1953
9. Date of commencement of making the improvement 12/11/2009
10. Estimated market value of property before improvement $ 110,900
11. Cost of making the improvement (all labor, material and overhead) $ 12,500
12. Estimated market value of property after improvement $ 123,400

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 Charlotte Burnside Date 2/19/2010

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 Ben Hudka Date 2/22/10

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 _____

24840 (Rev. 10-95)

Pd 25.00 2-26-10
Check # 2046

Page 40

APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 12-09

Mail out

In 1

Name of Non-profit Organization: Rosewood on Broadway		Date(s) of Activity: 30 Apr 2010 to 30 Apr 2010	
Person Responsible for the Gaming Operation: Deb Anderson		Title: Dietary Mgr	Business Phone Number: 701-277-7973
Business Address: 1351 N. Broadway	City: Fargo	State: ND	Zip Code: 58102
Mailing Address (if different):	City:	State:	Zip Code:
Name of Site Where Game(s) will be Conducted: 1351 N. Broadway - ROB	Site Address: 1351 N. Broadway		
City: Fargo	State: ND	Zip Code: 58102	County: CASS

Check the Game(s) to be Conducted: ☐ Bingo ☒ Raffle ☐ Calendar Raffle ☐ Sports Pool

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Meat Bundle	$ 125.00
Raffle	Easy Meal for 8	40.00
Raffle	Easy Meal for 8	40.00

Game Type	Description of Prize	Retail Value of Prize
		$

Total: (Limit $12,000 per year) $ 205.00

Intended uses of gaming proceeds: _____

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: $_____. *This amount is part of the total prize limit of $12,000 per year.*

PRIZE RESTRICTIONS:

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

The retail value of a merchandise prize cannot exceed $6,000.

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 Organization's Top Executive Official	Date	Title	Day time Phone Number
[signature]	2/26/10	Administrator	701-277-7961

APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 12-09

QQ 3-3-10
CR#5077
25.00

Name of Non-profit Organization: NATIONAL GUARD ASSOCIATION of NORTH DAKOTA		Date(s) of Activity: 13 MAR 10 to 13 MAR 10	
Person Responsible for the Gaming Operation: LtCol BRENT EHRICHS		Title: PRES/EXECDR	Business Phone Number: 457-6110
Business Address: Box 5511	City: BISMARCK	State: ND	Zip Code: 58506
Mailing Address (if different): 902 62 Ave N	City: Mhd	State: MN	Zip Code: 56560
Name of Site Where Game(s) will be Conducted: Holiday INN	Site Address: 13th Ave + I-94		
City: FARGO	State: ND	Zip Code: 58103	County:

Check the Game(s) to be Conducted: ☐ Bingo ☒ Raffle ☐ Calendar Raffle ☐ Sports Pool

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
RAFFLE	55" TV	$ 1,382.36
RAFFLE	50/50	NTE $2,000.-
		Payout NTE $1,000-

Game Type	Description of Prize	Retail Value of Prize
		$

Total: (Limit $12,000 per year) $ 3382.36

Intended uses of gaming proceeds: SEND JUNIOR OFFICER TO NATIONAL CONFERENCE

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: $_____. *This amount is part of the total prize limit of $12,000 per year.*

PRIZE RESTRICTIONS:

A single cash prize cannot exceed $4,000 and the total cash prizes for a raffle cannot exceed $4,000 in one day.
The retail value of a merchandise prize cannot exceed $6,000.
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 Organization's Top Executive Official	Date	Title	Day time Phone Number
[signature]	3 MAR 10	EXECUTIVE DIRECTOR	457-6110

Pd 3-4-10
CR#17637
25.00

h3

APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 12-09

Name of Non-profit Organization: North Dakota Bowhunters Assoc.	Date(s) of Activity: March 27, to March 27, 2010		
Person Responsible for the Gaming Operation: Odin Helgerson	Title: Life Member	Business Phone Number: 701-241-9002	
Business Address: 1811 E Thayer Ave	City: Bismarck	State: ND	Zip Code: 58501
Mailing Address (if different): PO Box 374	City: Bismarck	State: ND	Zip Code: 58502
Name of Site Where Game(s) will be Conducted: Doublewood Inn	Site Address: 3333 13 Ave S		
City: Fargo	State: ND	Zip Code: 58103	County: Cass

Check the Game(s) to be Conducted: ☐ Bingo ☒ Raffle ☐ Calendar Raffle ☐ Sports Pool

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
All Raffle	Hand made Knife	$ 175.00
	Feather Painting	275.00
	Use 1 yr Kota Custom Bow	100.00
	Scheels 8x40 Dakota Binos	110.00
	Mathews Bow Outback	700.00
	Bowtech Bow SWAT	650.00
	Hoyt Bow Turbohawk	550.00
	Scheel Blind Boondocks	180.00
	2 Scheels Charrs	85.00

Game Type	Description of Prize	Retail Value of Prize
	Big Game Stealth Stand	$ 80.00
	Boss Stand (2)	160.00
	Waypoint BOA Boots	240.00
	Plano Bow Case (2)	185.00
	2 doza Arrows	160.00
	Trafric Release	50.00
	Trail Camera	115.00
	Carry Lite Decoys	215.00
	Total:	(Limit $12,000 per year) $ 4030.00

Intended uses of gaming proceeds: Fund NDBA programs, promote archery through education, scholarships, range development & equipment grants

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: $_____. *This amount is part of the total prize limit of $12,000 per year.*

PRIZE RESTRICTIONS:

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

The retail value of a merchandise prize cannot exceed $6,000.

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 Organization's Top Executive Official	Date	Title	Day time Phone Number
Paul Aperal	3/3/10	Board of Directors	893 6034

APPLICATION FOR A LOCAL PERMIT

City of Fargo
Rev. 12-09

(h 4)

Name of Non-profit Organization: Metro Area Mayor's Committee		Date(s) of Activity: April 15, 2010 to April 15, 2010	
Person Responsible for the Gaming Operation: Laura Eberhardt		Title: co-chair	Business Phone Number: 218-233-8657 #13
Business Address: P.O. Box 1162	City: Fargo	State: ND	Zip Code: 58107
Mailing Address (if different):	City:	State:	Zip Code:
Name of Site Where Game(s) will be Conducted: ~~North D~~ Ramada Plaza Suites	Site Address: 1635 42nd st. S		
City: Fargo	State: ND	Zip Code: 58103	County: CASS

Check the Game(s) to be Conducted: ☐ Bingo ☑ Raffle ☐ Calendar Raffle ☐ Sports Pool

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize
Raffle	Netbook	$ 350.00
Raffle	GPS system	200.00
Raffle	I Pod	175.00
Raffle	Home. Giftcard	100.00

Game Type	Description of Prize	Retail Value of Prize
		$

Total: $ 825.00 (Limit $12,000 per year)

Intended uses of gaming proceeds: To aid in funding the Mission of the Metro Area Mayors Committee for people with disabilities to advocate and eliminate barriers for individuals with disabilities

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: $_____. *This amount is part of the total prize limit of $12,000 per year.*

PRIZE RESTRICTIONS:

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

The retail value of a merchandise prize cannot exceed $6,000.

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 Organization's Top Executive Official	Date	Title	Day time Phone Number
Laura Eberhardt	3-1-10	co-chair	233-8657 #13

i

CITY OF Fargo

Memorandum

Date: 4 March 2010

To: Board of Commissioners, City of Fargo

From: Robert C. Stein

Re: Change Orders #8 for the US Bank Demolition

Please find attached Change Order Proposal #8 from Industrial Builders for changes related to the US Bank demolition. The Change Order was required to install new electrical panels that were damaged during demolition. Costs are as follows:

- Removal of old panel and installation of new panel board and breakers: $1,671

The total amount of Change Order #8 is $1,671. Parking funds are available for the additional costs. Please call me at any time if you have questions regarding this issue.

Suggested Motion: to approve the Change Order #8 requested by Industrial Builders for costs of removal of old electrical panel and installation of new panel.

City of Fargo, Department of Planning and Development
200 North 3rd Street, Fargo, ND 58102
Phone: 701-241-1474

(g)

CITY OF Fargo

Memorandum

Date: 4 March 2010

To: Board of Commissioners, City of Fargo

From: Robert C. Stein

Re: Change Orders 1, 2, 3, 4, 5, and 6 for the Skyway Reconstruction

---

Please find attached Change Order Proposals 1-6 from Comstock Construction for changes related to the skyway replacement. The change orders are summarized in the table below:

Change Order #	Description	Amount
1	Acquire builder's risk insurance - $234 Obtain building permit - $1,862 Building permit credit – ($2,090)	$6
2	Remove concrete (old column remnant) and install new column - $3,576. Pour base and rebar to protect new column and match adjacent EFIS - $2,786	$6,362
3	Install EIFS expansion joint - $438 Install roof flashing and additional treated block - $4,578 Install blocking to accommodate handrails - $5,440 Complete door changes - $67 Complete plywood installation – $427 Install beam - $350 Install steel plate to support metal stud framing - $2,009 Install plate for structural support - $421	$13,730

City of Fargo, Department of Planning and Development
200 North 3rd Street, Fargo, ND 58102
Phone: 701-241-1474

4	Install insulation - $1,118 Add downspout - $921 Remove and replace window - $405 Remove existing door and frame - $882	$3,326
5	Construct box frame, sheath, and finish around beam - $3,823	$3,823
6	EIFS and framing credit – ($4,526)	($4,526)
Total		$22,721

The total amount of Change Orders 1-6 is $22,721. City funds are available for the additional costs. Please call me at any time if you have questions regarding this issue.

Suggested Motion: to approve the Change Orders 1-6 requested by Heyer Engineering for costs associated with completion of the skyway replacement.

CITY OF Fargo

PUBLIC WORKS
OPERATIONS

Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

March 4, 2010

K

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

Re: Request For Proposals for Emergency Contractor Assistance

Dear Commissioners:

Enclosed for City Commission review and approval please find the attached Proposal Request for Emergency Contractor Assistance.

With the predicted extent of the 2010 flood event, the Public Works Department is hereby requesting commission approval to proceed with acquiring proposals from area contractors on available specified resources. Following last year's flood event it was apparent that the scope of work to be performed by the Public Works Department in a like event would grow well past the extent of our resources therefore we have proceeded in laying out a preplan in which contractor resources could subsidies our department efforts to more efficiently conduct our flood fight. The contractors to be retained would be used for possible duties to include offloading and loading of pallet filled sandbags, placement of pallet filled sandbags as designated by City staff, offloading and loading of miscellaneous neighborhood flood supplies and general assistance applicable with equipment supplied.

RFP for Emergency Contractor Assistance

RECOMMENDED MOTION:
Approve execution of the attached Request For Proposals for Emergency Contract Assistance.

Respectfully submitted,

Benjamin Dow
Public Works Services Manager

C: April Walker
Mark Bittner

REQUEST FOR PROPOSALS
for
EMERGENCY CONTRACTOR ASSISTANCE

PURPOSE OF REQUEST

The City of Fargo is currently soliciting proposals from local contractors for emergency flood assistance in the upcoming 2010 flood fight. It is still unclear what the extent of the 2010 event will be however the City is laying out a plan for the local neighborhoods and would like to identify available resources that fall within the specifications of requested equipment.

Selection of contractor assistance will be based on 50% cost and 50% experience.

GENERAL INSTRUCTIONS

Proposals shall be returned by 3:00 PM, Friday, March 12, 2010 to:

Office of the City Auditor
c/o City Hall
200 N 3rd Street
Fargo ND 58102

Any questions or comments regarding the proposal should be submitted to:

Benjamin Dow
Phone: 701-241-1453
Fax: 701-241-8100

Proposals shall be clearly identified and marked as follows:

Name of Contractor:
2010 Contractor Flood Assistance Submittal

SCOPE OF WORK

Possible duties include:

- Offloading and loading of pallet filled sandbags.
- Placement of pallet filled sandbags as designated by City staff.
- Offloading and loading of miscellaneous neighborhood flood supplies.
- General assistance as applicable with equipment supplied.

Equipment:

Compact skid steer track loaders:

- (SAE) Rated Operating Capacity 2500 lbs or greater
- Minimum Tipping Load of 7300 lbs
- Applicable Bucket and Pallet Forks

Compact skid steer rubber tire loaders:

- (SAE) Rated Operating Capacity 3000 lbs or greater
- Minimum Tipping Load of 6100 lbs
- Applicable Bucket and Pallet Forks

Equipment Mobilization:

- All equipment mobilization to assigned neighborhoods will be the sole responsibility of contractor.
- Any mobilization costs should be factored into equipment hourly rate.

Payment:

- All equipment rates shall consist of an hourly rate to include operator.
- Assistance will be on as needed bases to be established by area assigned City engineering staff.
- Any and all hours worked will need to be confirmed with assigned area staff on daily basis in order for billed hours to be paid.

SUBMITTAL & OTHER RESPONSIBILITIES

All submittals shall include a list of available equipment, specification of listed equipment, hourly fee for all equipment listed and a point of contact that will coordinate with city staff.

In addition it will be the responsibility of each contractor to supply fuel as needed for all equipment solicited. If unable to handle, the city will provide fueling capabilities which will be tracked to allow for fuel cost deduction on request for payment.

CITY OF Fargo

PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

March 4, 2010

The Honorable Board of City commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

Commissioners:

On Friday, March 5th, 2010 request for proposals will be received for Emergency Flood Pump rental contracts.

The proposals were sent to ten (10) prospective vendors. The proposals will be opened and reviewed on Friday March 5th and recommendation to commission will be made Monday, March 8th, 2010

The review committee will consist of Ben Dow, Harold Pederson, and Allan Erickson to determine which vendors have met the specific requirements.

SUGGESTED MOTION:

Accept the rental contract from the approved vendor.

Respectfully Submitted,

Allan Erickson
Fleet Management Specialist

REQUEST FOR PROPOSALS
For
EMERGENCY PUMP RENTAL
MAJOR FLOOD STAGE

---

1. PURPOSE OF REQUEST

The City of Fargo requests proposals from qualified vendors for emergency pump rental required for protection from anticipated spring flooding on the Red River. The City desires to secure twenty (20) rental pumps ranging in size from 6" to 10". Vendors will be responsible for pump delivery to the City of Fargo Public Works Facility, address as listed below, prior to flood event and reclamation following flood event.

Selection of vendors will be based on cost, experience and specifications of requested equipment.

2. GENERAL INSTRUCTIONS

A. Any questions or comments regarding the proposal should be submitted to:

Benjamin Dow
Fargo Public Works
402 23rd Street North
Fargo ND 58102
Phone: (701) 241-1453
Fax: (701) 241-8100

Allan Erickson
Central Garage
402 23rd Street North
Fargo, ND 58102
(701) 241-1439
(701) 298-6971

B. Proposals shall be submitted to:

Office of the City Auditor
C/o City Hall
200 N 3rd Street
Fargo ND 58102

C. Proposals shall be clearly identified and marked as follows:

Request for Proposal:
Emergency Pump Rental

All proposals must be received by 3:00 PM, Friday, March 5, 2010.

3. SCOPE OF WORK

A. Pumps

1. Pump Delivery
Pumps will be available for setup three (3) days from request to Public Works location, address as previously stated. Inventory shall be staged by supplier and acceptance made by renter.

2. Pump Mechanical Condition
All pumps will be mechanically sound and fully operational upon delivery. If pump becomes inoperable during rental period vendor will be required to provide replacement pump within 12 hours of initial contact of pump failure. All costs encumbered to replace inoperable pumps will be the responsibility of the vendor.

3. Payment
Rental rates shall consist of a base weekly rate plus hourly run time of each unit. Payment for pump rental will be on a weekly (7 day) basis for each individual pump. Partial weeks shall be prorated.

4. Rental Period
Pump rental period will begin on delivery at above specified location and terminate upon request for removal.

*2 week guaranteed payment following delivery.

B. Reclamation
Upon request for pump removal, vendor will be required to remove all pumps from Public Works location within five (5) calendar days.

4. PUMPS

Item	Pump Description	Size	Suction Length	Discharge Length
11	All rental pumps will be water cooled diesel engine driven, trailer mounted, dry-prime/self priming centrifugal pump with Bauer quick disconnect flange adapter mounted on both suction and discharge. Units must have block heaters to assist in cold starts.	6" x 6"	40'	100'
2		8" x 8"	40'	100'
7		10" x 10"	40'	100'
2	Technicians (1 per 12hr shift) to assist in pump service and Maintenance.			
	All Pumps shall include 1 screen per unit.			

5. **SUCTION/DISCHARGE HOSE SPECIFICATIONS**

Suction hose will consist of heavy duty spiral wound suction hose with Bauer quick disconnect fittings.

Discharge will consist of a heavy duty lay-flat discharge hose with Bauer quick disconnect fittings.

6. **PROPOSAL FORMAT**

Contractors shall submit proposals on attached or similar forms.

The City intends to utilize a single vendor for all pump rentals.

Local contractor with full maintenance shop will be given preference.

CITY OF Fargo

PUBLIC WORKS/OPERATIONS

Fleet Management, Forestry,
Streets & Sewers, Watermeters,
Watermains & Hydrants
402 23rd STREET NORTH
FARGO, NORTH DAKOTA 58102
PHONE: (701) 241-1453
FAX: (701) 241-8100

March 4, 2010

The Honorable Board of City commissioners
City of Fargo
200 North Third Street
Fargo, ND 58102

Commissioners:

On Friday, March 5th, 2010 request for proposals will be received for Emergency Skid Steer Loader rental contracts.

The proposals were sent to ten (10) prospective vendors. The proposals will be opened and reviewed on Friday March 5th and recommendation to commission will be made Monday, March 8th, 2010

The review committee will consist of Ben Dow, Harold Pederson, and Allan Erickson to determine which vendors have met the specific requirements.

SUGGESTED MOTION:

Accept the rental contract from the approved vendor.

Respectfully Submitted,

Allan Erickson
Fleet Management Specialist

Allan Erickson

Distribution List Name: Skidsteer Rentals

Members:

Bob.Brower@rscrental.com	Bob.Brower@rscrental.com
Brandon Winge	bwinge@acmetoolcrib.com
Chris Gerlach (cgerlach@ur.com)	cgerlach@ur.com
Chris Shea	bobcatsales@swanston.com
Chuck Skeldum (cskeldum@bierschbach.com)	cskeldum@bierschbach.com
Dave Sweeney (dave.sweeney@titanmachinery.com)	dave.sweeney@titanmachinery.com
Jeff Hammer (hammer@trenchersplus.com)	hammer@trenchersplus.com
Mike Peyerl (mike.peyerl@titanmachinery.com)	mike.peyerl@titanmachinery.com
Nick Johnson (njohnson@joerents.net)	njohnson@joerents.net
Paul Kloster (pkloster@rdoequipment.com)	pkloster@rdoequipment.com

REQUEST FOR PROPOSALS
for
EMERGENCY COMPACT TRACK LOADER

---

1. PURPOSE OF REQUEST

The City of Fargo requests proposals from qualified vendors for emergency compact track loader to be used in preparation of protective measures from anticipated spring flooding on the Red River. The City desires to secure twenty (20) rental compact track loaders. Vendors will be responsible for loader delivery to the City of Fargo Public Works Facility, address as listed below, prior to flood event and reclamation following flood event.

It is anticipated that a single vendor will not have the capacity to accommodate the security of the total twenty (20) track loaders therefore vendor will need to fully identify intended quantities on submitted proposal.

Selection of vendors will be based on cost, experience and specifications of requested equipment.

2. GENERAL INSTRUCTIONS

A. Any questions or comments regarding the proposal should be submitted to:

Benjamin Dow
Fargo Public Works
402 23rd Street North
Fargo ND 58102
Phone: (701) 241-1453
Fax: (701) 241-8100

Allan Erickson
Central Garage
402 23rd Street North
Fargo, ND 58102
(701) 241-1439
(701) 298-6971

B. Proposals shall be submitted to:

Office of the City Auditor
c/o City Hall
200 N 3rd Street
Fargo ND 58102

C. Proposals shall be clearly identified and marked as follows:

Request for Proposal:
Emergency Compact Track Loader

All proposals must be received by 3:00 PM, Friday, March 5, 2010.

3. SCOPE OF WORK

A. Compact Track Loader

1. Loader Delivery
Track loaders will be available for use three (3) days from request to Public Works location, address as previously stated. Inventory shall be staged by supplier and acceptance made by renter.

2. Loader Mechanical Condition
All loaders will be mechanically sound and fully operational upon delivery. If loader becomes inoperable during rental period vendor will be required to provide replacement track loader of equal or greater within 12 hours of initial contact of loader failure. All costs encumbered to replace inoperable loader will be the responsibility of the vendor.

3. Payment
Rental rates shall consist of a base weekly rate plus hourly run time of each unit. Payment for loader rental will be on a weekly (7 day) basis for each individual loader. Partial weeks shall be prorated.

4. Rental Period
Loader rental period will begin on delivery at above specified location and terminate upon request for removal.

*2 week guaranteed payment following delivery.

B. Reclamation
Upon request for removal, vendor will be required to remove all loaders from Public Works location within five (5) calendar days.

4. Compact Track Loader

Item	Specifications
20	All rental compact track loaders will be: - Diesel engine driven - Minimum 80 horse power - Minimum 17 inch track width - Have (SAE) Rated Operating Capacity 2700 lbs or greater - Minimum Tipping Load of 7500 lbs - Cab Enclosure and Heater - Applicable Bucket and Pallet Forks

6. PROPOSAL FORMAT

Vendor is responsible for identifying total cost of single unit, to include all specifications as listed above.

M

REPORT OF ACTION

UTILITY COMMITTEE

Project No. NA

Type: City of Fargo Wind Turbine Interconnection Study

Location: SW ¼ of the NW ¼, Section 28, Township 140, Range 57

Date of Hearing: 3/03/10

Routing	Date
City Commission	3/08/10
Project File	

Bruce Grubb, Enterprise Director, presented the attached memo and supporting documentation related to an interconnection study by Minnkota Power Cooperative. The interconnection study is a requirement of Minnkota Power Cooperative prior to allowing any electricity producing facilities to connect to their transmission and distribution system. Minnkota's price quote to complete the interconnection study is $20,000.

On February 8, 2010, the Commission approved submittal of an application to the State Industrial Commission for bonding authority under the Qualified Energy Conservation Bonds (QECBs) program for a wind turbine project. The total project allocation request was $2,875,000.

A component of the total cost is an interconnection study. In the QECBs application, the interconnection study was estimated at $50,000. Therefore, it was recommended to proceed with the interconnection study by Minnkota Power Cooperative at the price quote of $20,000. It was further recommended that the expense be funded through the 2010 Solid Waste budget with reimbursement upon issuance of the QECBs.

On a motion by Mike Williams, seconded by Terry Ludlum, the Utility Committee voted to approve a wind turbine interconnection by Minnkota Power Cooperative in the amount of $20,000.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Dennis Walaker, Mayor	X			
Mike Williams, City Commissioner	X			
Pat Zavoral, City Administrator	X			
Mark Bittner, City Engineer	X			
Kent Costin, Director of Finance				
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			
Ben Dow, Public Works Operations Manger	X			

ATTEST:

Bruce P. Grubb

Bruce P. Grubb
Enterprise Director

C: Commissioner Mahoney
Commissioner Wimmer
Commissioner Piepkorn

Item 1

CITY OF Fargo

FARGO WATER TREATMENT PLANT

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

MEMORANDUM

February 24, 2010

To: Utility Committee

From: Bruce P. Grubb, Enterprise Director BPG

Re: Minnkota Power Cooperative Interconnection Study
City of Fargo Wind Turbine

Attached, please find an e-mail from Dale Sollom, Planning Manager, with Minnkota Power Cooperative indicating a cost of $20,000 to complete an interconnection study for the construction of a wind turbine along I94 near the Oriska exit. As you may recall, at the February 3, 2010, Utility Committee meeting, approval was given to submit an application for a wind turbine project to the North Dakota Industrial Commission for bonding authority under the State's Qualified Energy Conservation Bonds (QECBs) program. The total allocation request was $2,875,000.

A component of the total cost is an interconnection study as shown on the attached Capital Costs table. For purposes of the QECBs application, the interconnection study (Facilities Study) was estimated at $50,000. The interconnection study will define any transformer and transmission upgrades that would be required as a result of the project. The $20,000 expense would be advanced funded through the 2010 Solid Waste budget and reimbursed at the time of QECBs issuance.

SUGGESTED MOTION:

Approve an interconnection study by Minnkota Power Cooperative in the amount of $20,000 for a wind turbine project. Funding will come from the 2010 Solid Waste budget to be reimbursed at the time of QECBs issuance.

Bruce Grubb

From: Marshal Albright [malbright@kwh.com]
Sent: Monday, February 08, 2010 4:00 PM
To: Bruce Grubb
Subject: FW: Wnd Turbine Study Cost Estimate

Bruce,

Below is the proposed cost to perform a study on the wind project near Valley City. Let me know if you would like to proceed.

Thanks,

Marshal Albright, CEM, CDSM, CKAE
Business Account Executive
Cass County Electric Cooperative
3312 42 St S, Suite 200
Fargo, ND 58104
Work 701-356-4532
Cell 701-238-1501
Fax 701-356-4579
1-800-248-3292

Marshal,

The study cost estimate for the addition of a wind turbine at Valley City is approximately $20,000. Would you please relay this information to the group in Fargo.

Please call or email if you have any questions.

Thanks,
Dale

Dale Sollom
Planning Manager
Minnkota Power Cooperative, Inc.
Tel: 701-795-4315
Fax: 701-795-4333
Email: dsollom@minnkota.com

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, copy, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

CAPITAL COSTS

DESCRIPTION	Quantity		Unit Cost		Total
A. Wind Turbine					
Turbine/Tower	1	$	2,000,000	$	2,000,000
(1.5MW, 90m hub height)					
FAA Lighting	1	$	5,000	$	5,000
VAR Support	1	$	-	$	-
B. Balance of Plant					
Foundation	1	$	100,000	$	100,000
Transformer	1	$	20,000	$	20,000
Erection Crane	1	$	100,000	$	100,000
Erection Labor	1	$	20,000	$	20,000
Electrical Labor	1	$	20,000	$	20,000
Access Roads (feet)	1,000	$	50	$	50,000
Transmission Lines (feet)	1,000	$	15	$	15,000
C. Interconnection					
Facilities Study	1	$	50,000	$	50,000
Transformer	1	$	75,000	$	75,000
Inerconnection	1	$	30,000	$	30,000
D. Other					
Land Acquisition	1	$	-	$	-
Professional Fees	1	$	15,000	$	15,000
	Subtotal			**$**	**2,500,000**
	Contingency (15%)			**$**	**375,000**
	Total			**$**	**2,875,000**

N

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5681 Type: Corridor Study Approval

Location: 25th Street S – 13th to 32nd Avenue S Date of Hearing: 3/2/10

Routing	Date
City Commission	3/8/10
PWPEC File	X
Project File	Jeremy Gorden
Petitioners	
David W. Johnson	

The Committee reviewed the executive summary for the 25th Street South Corridor Study along with correspondence from Fargo Senior Transportation Engineer, Jeremy Gorden, and FM COG Executive Director, Wade E. Klein.

The Corridor Study recommendations are summarized as follows:

1. Widen 25th Street to six through lanes plus turn lanes from 17th Avenue to 23rd Avenue South, including widening of I-29 overpass structure.
2. Realign the southwest ramp/18th Street intersection with 25th Street.
3. Construct northbound to eastbound on ramp in southeast quadrant adjacent to Doolittles Restaurant.

The NDDOT concurs with the need to widen 25th Street South as detailed in Item 1 above and has tentatively programmed Federal URP funds for 2013 construction. The NDDOT has not yet agreed to Items 2 and 3 subject to completion of an ongoing traffic analysis study along I-94 from I-29 to University Drive.

Jeremy recommends that the City proceed with development of the 25th Street project as defined in No. 1 with further discussions with NDDOT regarding Items 2 and 3.

On a motion by Jim Gilmour, seconded by Bruce Hoover, the Committee voted to recommend approval of the Corridor Study.

RECOMMENDED MOTION
Approve 25th Street South Corridor Study and authorize staff to continue to work with NDDOT on south ramp issues.

PROJECT FINANCING INFORMATION: 80% Federal
Recommended source of funding for project: 20% Local – Sales Tax & Special Assessments

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
50% escrow deposit required	N/A	

COMMITTEE	Present	Yes	No	Unanimous
Pat Zavoral, City Administrator	X	X		X
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Al Weigel, Director of Operations	X	X		
Steve Sprague, City Auditor				

ATTEST:

Mark H. Bittner
City Engineer

C: Bob Walton – NDDOT
Stacey Hanson – NDDOT
Wade E. Klein – FM COG

CITY OF Fargo

ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

February 26, 2010

MEMORANDUM

To: Members of PWPEC

From: Jeremy M. Gorden, P.E. – Senior Engineer, Transportation JMG

Subject: 25th Street Corridor Study Approval

I have attached the Executive Summary from the 25th Street Corridor Study that was completed in January of 2009 and a Project Memorandum regarding this study from the FM Metro COG stating what the intended positions are of the North Dakota Department of Transportation (NDDOT), the City of Fargo, and the FM Metro COG's Policy Board. This study was completed by HWS Consulting Group and Houston Engineering.

The preferred alternative for this corridor includes reconstructing the roadway to a 6-lane section with a raised median from 24th Ave S to Flickertail Drive, a new I-94 on-ramp in the SE quadrant for the northbound 25th Street to eastbound I-94 movement, the I-94 South Ramp/18th Street intersection shifted south, a southbound lane addition from 13th Ave S, and a 10' shared use path maintained throughout the corridor (with the exception of the area between 23rd Ave S and the South Ramp).

After the corridor study was completed and sent to the NDDOT for comments and concurrence, they objected to two of the recommendations; (1) the shifting of the I-94 South Ramp/18th Street intersection, and (2) the new I-94 on-ramp in the SE quadrant for the northbound 25th Street to eastbound I-94 movement. We are now in the process of procuring a consultant to complete the project concept report (PCR) needed for this project as well as final engineering design. This project tentatively has a bid opening date in Bismarck in November of 2012, with construction to begin in 2013. The engineer's construction estimate for this project is in the ballpark of $9.5 million, which includes the ramp revisions. It is the Engineering Department's belief that we can work out our differences with the NDDOT in the PCR phase of this project.

The FM Metro COG's Policy Board approved the 25th Street Corridor Study as written at their January meeting. I would recommend PWPEC's approval of the 25th Street Corridor Study as written as well, with it being forwarded to the City Commission for their final approval.

JMG/jmg

25TH STREET CORRIDOR STUDY

17th AVENUE SOUTH TO 32ND AVENUE SOUTH

FARGO, NORTH DAKOTA

Final Report

JANAUARY 2009

Submitted To:
The City of Fargo

Submitted By:
HWS CONSULTING GROUP
OMAHA, NEBRASKA

In Association with:
HOUSTON ENGINEERING
FARGO, NORTH DAKOTA

HWS Project No. 55271212

Executive Summary

Background

This report summarizes the results of a corridor study for 25th Street between 17th Avenue South and 32nd Avenue South in Fargo, North Dakota. This corridor is a major north-south arterial within the city. The corridor is currently experiencing congestion and queuing problems which are anticipated to get worse as traffic increases along the corridor. Existing and future year scenarios were examined to determine where congestion and queuing problems are anticipated to occur. To address these problems, lane geometry alternatives were developed and evaluated for the corridor.

Currently, there are eight signalized intersections within the study area along 25th Street:

- 17th Avenue South
- 20th Avenue South
- I-94 North Ramp Terminal
- I-94 South Ramp Terminal
- 23rd Avenue South
- 26th Avenue South
- 30th Avenue South
- 32nd Avenue South

Identification of alternatives and issues for the project was facilitated through a series of meetings with the project Study Review Committee (SRC). The SRC consisted of representatives from the City of Fargo Traffic Engineering and Planning Departments, Fargo-Moorhead Council of Governments (FM COG), and the North Dakota Department of Transportation (NDDOT) Fargo District. Through discussion with the SRC the following issues were identified and studied:

1. 17th Avenue South: This intersection currently experiences congestion and queuing problems during the PM peak hour. The two movements that experience the greatest delay are the eastbound right and northbound left. These movements have heavy traffic volumes because of the traffic traveling to and from the West Acres area, which is west of Interstate 29 (I-29).
2. Congestion between the South Ramp Terminal and 23rd Street: The close spacing of these two intersections, along with the configuration of the on/off ramps, contributes to queuing problems and congestion during the PM peak hour. Queue lengths for several movements at the South Ramp Terminal extend through adjacent intersections. In addition, several of the storage bay lengths for auxiliary turn lanes are not long enough to support existing queue lengths. At these locations, the queues back up into the through stream of traffic.
3. Eastbound I-94 On-ramp: One of the circumstances that contribute to queuing and congestion between the South Ramp Terminal and 23rd Street is the current lane configuration at the Interstate 94 (I-94) South Ramp Terminal. Currently, all traffic that wants to travel east on I-94 must use the loop ramp in the southwest quadrant of the interchange. This is not much of a problem for southbound traffic on 25th Street; however, northbound traffic must make a left

turn at the south ramp terminal to access the loop ramp. As a result of the heavy southbound through volume, this northbound left-turn movement has difficulty finding acceptable gaps, which causes back up. This problem is compounded by a short northbound left-turn bay. As a result, queue spillback occurs which can block the inside through lane for northbound traffic on 25th Street. Adding a new on-ramp in the southeast quadrant of the interchange would eliminate the northbound left-turn movement. This should alleviate some of the congestion and reduce queuing problems around the I-94 South Ramp Terminal.

4. Future Growth: Traffic volumes along the corridor are expected to increase as the City of Fargo grows. The anticipated growth is expected to exacerbate some of the previously described problems

To address the issues described previously, City representatives wanted to study various lane configuration improvements along the study corridor that would reduce congestion and maintain or improve safety for all forms of transportation. The approach for this report was to study and document traffic operations along the corridor using existing lane geometries. This was carried out using existing year traffic volumes, as well as traffic volumes anticipated for the future year planning horizon. Through this process, the study team was able to identify existing and anticipated operational deficiencies or safety concerns along the corridor. Once these issues were identified, various lane geometry alternatives were developed and analyzed to mitigate these deficiencies. The identification and evaluation of alternatives is further described in the following sections.

Existing Conditions

As mentioned previously, the study corridor currently experiences some undesirable operations. To better understand and benchmark these operations, a capacity analysis was performed. The analysis evaluated the existing year AM and PM peak hour traffic operations using the existing lane configuration in order to identify capacity deficiencies.

A LOS analysis was performed using Synchro, Version 7, to benchmark the study intersection traffic operations. The existing lane configurations and timings were used. For this report, acceptable levels of service were considered LOS C or better for intersections and LOS D or better for individual movements. The signal phasing and timing plans for the analyses are displayed in Appendix A.

The following deficiencies were noted:

- AM Peak Hour
  - 20th Avenue South – westbound left: LOS E
  - I-94 South Ramp Terminal – eastbound through/left: LOS E
- PM Peak Hour
  - 17th Avenue South – overall intersection: LOS D; eastbound right: LOS F
  - 20th Avenue South – overall intersection: LOS D; westbound left: LOS E
  - 23rd Avenue South – eastbound left: LOS E

A queue length analysis was also performed for the analysis scenarios. The 95th percentile queue length from Synchro 7 was used to determine the anticipated queue lengths. The 95th percentile queue lengths

were rounded up to the nearest 25 feet. In several locations, the vehicle queue exceeds the available storage bay length. For example, during existing conditions at the I-94 South Ramp Terminal, the northbound left-turn queue length of 150 feet exceeds the 100 feet of storage provided. The queuing analyses results can be found in Appendix A.

Future Conditions – No Build

Once traffic operations were established for the existing year, the study team analyzed and documented the traffic operations for the future year planning horizon. The future year planning horizon was considered to be year 2030 for this report. The following sections describe the results of the analysis.

A capacity analysis along the 25th Street corridor was performed using the same methodology described for the existing year analysis. The existing lane configuration and year 2030 peak hour traffic volumes were used to determine the study intersection traffic operations. The cycle lengths remained unchanged but the splits were optimized.

The following deficiencies were noted:

- AM Peak Hour
  - 20th Avenue South – westbound left: LOS F
  - I-94 North Ramp Terminal – overall intersection: LOS D; westbound right: LOS F
  - I-94 South Ramp Terminal – overall intersection: LOS D; eastbound through/left: LOS E; southbound left: LOS E
- PM Peak Hour
  - 17th Avenue South – overall intersection: LOS F; eastbound right: LOS F; northbound left: LOS F; southbound through: LOS F
  - 20th Avenue South – overall intersection: LOS F; westbound left: LOS E; northbound left: LOS E; southbound through/right: LOS F
  - I-94 North Ramp Terminal – overall intersection: LOS E; westbound left: LOS F; southbound through: LOS F
  - I-94 South Ramp Terminal – overall intersection: LOS F; eastbound through/left: LOS F; northbound left: LOS F; northbound through/right: LOS E; southbound left: LOS F; southbound through: LOS E
  - 23rd Avenue South – overall intersection: LOS D; eastbound left: LOS E; northbound left: LOS E; southbound through/right: LOS E

A queue length analysis was performed for the Year 2030 analysis scenarios using the same methodology described for the existing year analysis. The results of the analysis indicate that many of the auxiliary turning movements between 17th Avenue South and 23rd Avenue South are anticipated to exceed the available storage length.

Through discussions with the City staff, an operational concern was identified in the area of the I-94 ramp terminals and 23rd Avenue South. It was determined that a traffic simulation for this area using SimTraffic, Version 7, should be performed to provide a better depiction of the traffic operations.

Simulation takes into account how the intersections interact together, giving consideration to storage lengths and the distances between the intersections. The simulation results can be found in Appendix A.

During the simulation, the following deficiencies were identified:

- AM Peak Hour
  - I-94 North Ramp Terminal – westbound left: LOS F; westbound right: LOS F
  - I-94 South Ramp Terminal – overall intersection: LOS F; eastbound through/left: LOS F; eastbound right: LOS F; westbound right: LOS E; northbound left: LOS F; northbound through/right: LOS E; southbound left: LOS F
  - 23rd Avenue South – overall intersection: LOS F; eastbound left: LOS E; northbound left: LOS F; northbound through/right: LOS F
- PM Peak Hour
  - I-94 North Ramp Terminal – overall intersection: LOS F; westbound left: LOS F; westbound right: LOS F; southbound through: LOS E
  - I-94 South Ramp Terminal – overall intersection: LOS F; eastbound through/left: LOS F; eastbound right: LOS F; northbound left: LOS F; northbound through/right: LOS F; southbound left: LOS F
  - 23rd Avenue South – overall intersection: LOS F; eastbound left: LOS F; eastbound through/right: LOS F; westbound left/through/right: LOS F; northbound left: LOS E

The results of the capacity analyses indicate traffic operations will deteriorate significantly at several intersections if changes are not made to the current roadway configuration. These operations occur at or north of 23rd Avenue South. Intersections south of 23rd Avenue South are anticipated to operate at an acceptable LOS in year 2030. As result, alternative roadway geometry was not investigated and the subsequent analyses were not performed for intersections south of 23rd Avenue South.

A safety analysis was also performed using three years of crash data provided by the North Dakota Department of Transportation (NDDOT). The results of the analysis indicated that several crash trends exist along the corridor. One of these trends was at the I-94 South Ramp Terminal. At this intersection, northbound lefts trying to access the eastbound loop on-ramp are being struck by southbound through traffic.

Alternative Development and Analysis

Once the operations and safety were analyzed and documented for the existing lane geometry, the study team, with the help of the SRC, was able to develop several different lane geometry alternatives. These alternatives were developed to address the operational and safety issues described previously. These improvements included:

- Widening 25th Street to six lanes
- Side street lane improvements
- Northbound 25th Street to eastbound I-94 on-ramp

These improvements were combined in different variations to develop two alternatives with various sub-options.

Once the preliminary alternatives were developed, the study team performed a cursory analysis for each alternative to determine whether or not traffic operations or safety could be improved. The analyses examined specific issues such as:

- 13th Avenue South: Lane Extension
- 17th Avenue South: Protected vs. Permitted-Protected Northbound Left Turns
- Benefits of the Proposed On-Ramp at I-94 South Ramp Terminal

These alternatives and the results of the analyses were presented to the public on June 4, 2008.

At the conclusion of first public meeting, the study team met with the SRC to discuss public comment. Based on the discussions regarding public input, cost estimates, and anticipated impacts, the SRC was able to identify features to be included in the preferred alternative.

Once project concept plans for the preferred alternative was complete, the second public meeting was conducted. The second public meeting was held on October 8, 2008. A presentation was given at the meeting to highlight the purpose of the project and the features, impacts and benefits of the preferred alternative.

Recommendation

Over the course of the study, many different aspects of the corridor were studied. Each of these aspects helped the study team and SRC identify improvements for the corridor that will improve safety and mobility for all forms of transportation. Through this process, the study team was able to identify a set of improvements for the study corridor of 25th Street. This set of improvements was the make up for the recommended alternative. The following components were incorporated into the recommended alternative:

- raised medians
- new on-ramp for northbound 25th Street to eastbound I-94
  - a northbound left-turn bay at the I-94 South Ramp Terminal will be maintained during construction of the new on-ramp
- I-94 South Ramp Terminal shifted south
- Southbound lane extension to 13th Avenue South
- Maintain bike path widths of 10 feet throughout the project
  - One exception to the width may be necessary to minimize potential impacts. The bike path in front of Camelot Cleaners may need to be decreased from 10 feet wide to 8 feet wide

The study team developed order-of-magnitude cost estimates for the recommended alternative. The cost estimates included the cost of the widening for 25th Street and the cost of the proposed eastbound I-94 on-ramp. The engineer's opinion of probable cost was estimated to be $9,436,000.

A capacity analysis was performed using Synchro software and recommended lane geometry. The results indicate that proposed geometries for the recommended alternative are anticipated to improve levels of service along 25th Street between 23rd Avenue South and 17th Avenue South from the levels of service exhibited for year 2030 conditions with the existing lane configuration. **Table E-1** displays a comparison between year 2030 Synchro levels of service with and without recommended lane geometries. Intersections that experience LOS F also have the delay in seconds displayed.

Table E-1. Synchro Intersection Level of Service Comparison

	AM Peak Period		PM Peak Period	
Intersection	Existing Lane Configuration Level of Service (sec.)	Recommended Lane Configuration Level of Service (sec.)	Existing Lane Configuration Level of Service (sec.)	Recommended Lane Configuration Level of Service (sec.)
13th Avenue South	NA*	D	NA*	D
17th Avenue South	C	C	F (117)	D
20th Avenue South	C	NA*	F (184)	NA*
I-94 N. Ramp	C	B	D	B
I-94 S. Ramp	D	C	E	C
23rd Avenue South	C	C	C	B

*-Scenario was not analyzed

A simulation analysis was performed using recommended lane geometry and the results of the analyses indicate that proposed geometries for the recommended alternative are anticipated to improve levels of service along 25th Street between 23rd Avenue South and 17th Avenue South from the levels of service exhibited for year 2030 conditions with the existing lane configuration. **Table E-2** displays a comparison of year 2030 levels of service with and without recommended lane geometries. Intersections the experience LOS F also have the delay in seconds displayed.

Table E-2. SimTraffic Intersection Level of Service Comparison

	AM Peak Period		PM Peak Period	
Intersection	Existing Lane Configuration Level of Service (sec.)	Recommended Lane Configuration Level of Service (sec.)	Existing Lane Configuration Level of Service (sec.)	Recommended Lane Configuration Level of Service (sec.)
13th Avenue South	NA*	F (105)	NA*	F (219)
17th Avenue South	NA*	D	NA*	F (227)
I-94 N. Ramp	C	B	F (109)	B
I-94 S. Ramp	F (198)	C	F (302)	C
23rd Avenue South	F (106)	C	F (279)	C

*-Scenario was not analyzed

While the recommended alternative offers capacity improvements over year 2030 existing operations, the recommended alternative can provide additional safety benefits. A crash analysis along the corridor revealed the majority of crashes at the I-94 South Ramp Terminal occur when northbound-left turning vehicles cross the southbound through traffic to access I-94 eastbound loop on-ramp. These crashes can be eliminated if the proposed on-ramp is implemented.

Impacts

As part of the study, a solicitation of views was initiated with agencies to solicit input on the potential impacts. This information was summarized to review the potential environment, land use and construction impacts. Most of the impacts are anticipated to be negligible, except those listed below.

- North Dakota Park and Recreation said that there were two bird species in the area that may be affected. These birds are located to the east of University Drive, near the Red River.
- Xcel Energy has a duct running along the east side of 25th Street starting north of 18th Street South. North of the interchange, the duct crosses the street and runs north on the west side of 25th Street.
- Sprint has a fiber optic line along 25th Street It runs on the east side to 18th Street South, crosses to the southwest corner of the I-94 South Ramp Terminal, and continues north under I-94. The proposed improvements may affect the fiber line in several locations, especially if the I-94 South Ramp Terminal is shifted to the south.
- Moorhead Public Service has a power line pole southeast of the I-94 North Ramp Terminal which may be affected by the widening of 25th Street.

Based on these anticipated conflicts, the study team contacted the energy and communication companies to estimate the cost of relocation. The cost estimates were updated to include according to estimates provided by each respective company.

One of the main issues associated with the widening of 25th Street was the available bridge clearance between I-94 and the 25th Street Bridge. If the road is widened, the clearance for traffic traveling under the 25th Street Bridge on I-94 will be less than the NDDOT minimum clearance of 16.5 feet. One measure that may help in achieving the minimum clearance would be to implement shallower I-beams when constructing the widened section of 25th Street. The shallower I-beams will cost more than traditional 63" beams but may be required to achieve the minimum clearance. The added cost of the beams was factored into the cost estimate for the preferred alternative.

Drainage concerns were also identified by the SRC representative from NDDOT. These included potential conflicts with existing drainage structures and proposed drainage improvements near the interchange. Currently, NDDOT has plans to add a number of drainage structures on the west and east sides of 25th Street.

On the west side of 25th Street, several proposed drainage structures may conflict with the proposed I-94 South Ramp Terminal shifted to the south. The proposed roadway improvements will require some of these drainage structures be relocated or extended. It may also require some grading to ensure positive drainage.

On the east side of 25th Street, the conflict of the proposed on-ramp with an existing lift station in the southeast quadrant of the interchange was a concern. The study team examined the proximity of the ramp and the grades in the area with respect to the lift station to determine the impacts. In order to avoid impacts to the lift station, the study team shifted the ramp north and placed retaining walls between the Interstate and ramp, as well as around the lift station.

Another issue that was identified early in the process was the need for a pedestrian signal at the proposed trail crossing created when the proposed eastbound on-ramp is constructed. The SRC and the study team identified the High-Intensity Activated Crosswalk (HAWK) signal as the desired traffic control at this location. The HAWK signal is not currently recommended for use in the MUTCD; however it has been identified as one of the updates that will be incorporated into the next edition of the MUTCD (2009 Edition). The use of the HAWK signal has been shown to substantially improve motorist stopping behavior when compared to traditional pedestrian-activated signals. For this reason, the HAWK signal was displayed at both public meetings and presented as the preferred traffic signal for the proposed eastbound on-ramp pedestrian crossing.

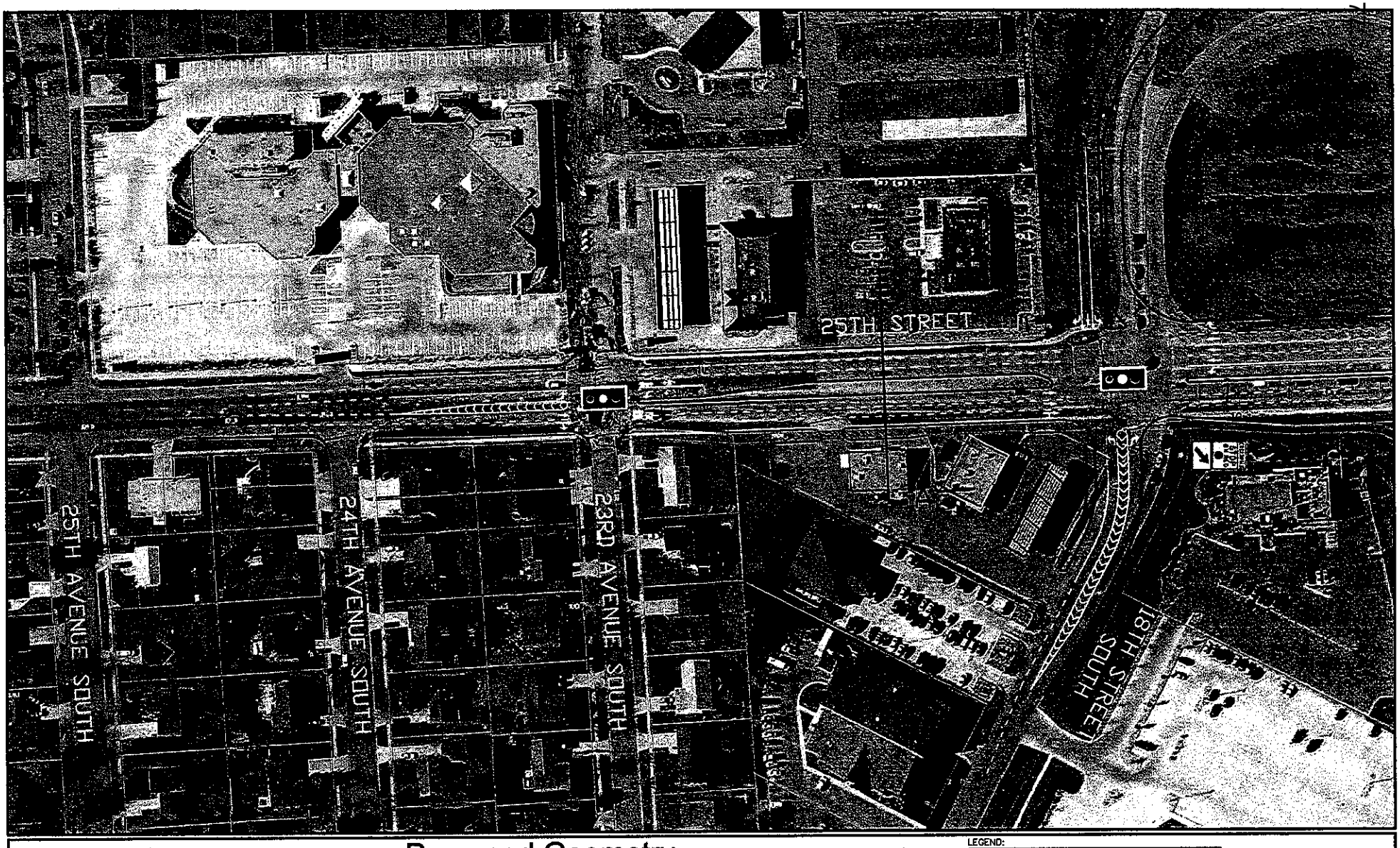
The recommended improvements should be considered preliminary. Modifications to this plan may be necessary after a ground survey is available and new traffic counts are available.

Table 8. Finalist Alternative Cost Estimate for Widening of 25th Street

	Unit Cost $	Quantity		Total Cost $
Contract Bond	$15,000	LS		$15,000
Mobilization	$100,000	LS		$100,000
Remove curb and gutter	$5	13171	LF	$65,855
Install curb and gutter	$20	20057	LF	$401,140
Removal of concrete Pavement	$4	28000	SY	$97,998
Common excavation	$2	8900	CY	$17,800
Borrow	$5	12900	CY	$64,500
Base Course	$24	9986	TN	$239,669
Pavement	$43	40969	SY	$1,761,667
Median	$35	4285	SY	$149,975
Traffic Control	$45,000	LS		$45,000
Sidewalk Removal	$3	5113	SY	$12,782
Install Sidewalk	$25	5243	SY	$131,081
Seeding	$500	4.5	AC	$2,250
Other Drainage	$150,000	LS		$150,000
Add lane(s) to bridge	$115	12880	SF	$1,481,200
Erosion Control	$25,000	LS		$25,000
Right of way (comm.)	$10	7402	SF	$74,020
Right of way (res.)	$3	3910	SF	$11,730
Right of way (transfer)	$0	26216	SF	$0
Retaining Wall	$30	1992	SF	$59,760
Traffic Signals	$750,000	LS		$750,000
Utilities Relocation (est)	$132,000	LS		$132,000
Signing and marking	$36,000	LS		$36,000
Total				$5,824,000
18% Preliminary & Construction Engineering				$1,048,300
20% Contingency				$1,164,800
GRAND TOTAL				**$8,037,000**

Table 10. Finalist Alternative Cost Estimate for Eastbound I-94 On-ramp

	Unit Cost $	Quantity		Total Cost $
Contract Bond	$15,000	LS		$15,000
Mobilization	$100,000	LS		$100,000
Remove curb and gutter	$5	353	LF	$1,765
Install curb and gutter	$20	856	LF	$17,120
Removal of concrete Pavement	$4	753	SY	$2,637
Common excavation	$2	8900	CY	$17,800
Borrow	$5	11900	CY	$59,500
Base Course	$24	1115	TN	$26,764
Pavement	$43	4575	SY	$196,730
Median	$35	353	SY	$12,355
Traffic Control	$5,000	LS		$5,000
Sidewalk Removal	$3	0	SY	$0
Install Sidewalk	$25	0	SY	$0
Seeding	$500	1	AC	$500
Other Drainage	$100,000	LS		$100,000
Add lane(s) to bridge	$110	0	SF	$0
Erosion Control	$10,000	LS		$10,000
Right of way (comm.)	$10	191	SF	$1,910
Right of way (res.)	$3	0	SF	$0
Right of way (transfer)	$0	951	SF	$0
Retaining Wall	$30	9420	SF	$282,600
Traffic Signals	$150,000	LS		$150,000
Utilities Relocation (est)	$10,000	LS		$10,000
Signing and marking	$4,000	LS		$4,000
Total				$1,014,000
18% Preliminary & Construction Engineering				$182,500
20% Contingency				$202,800
GRAND TOTAL				**$1,399,000**



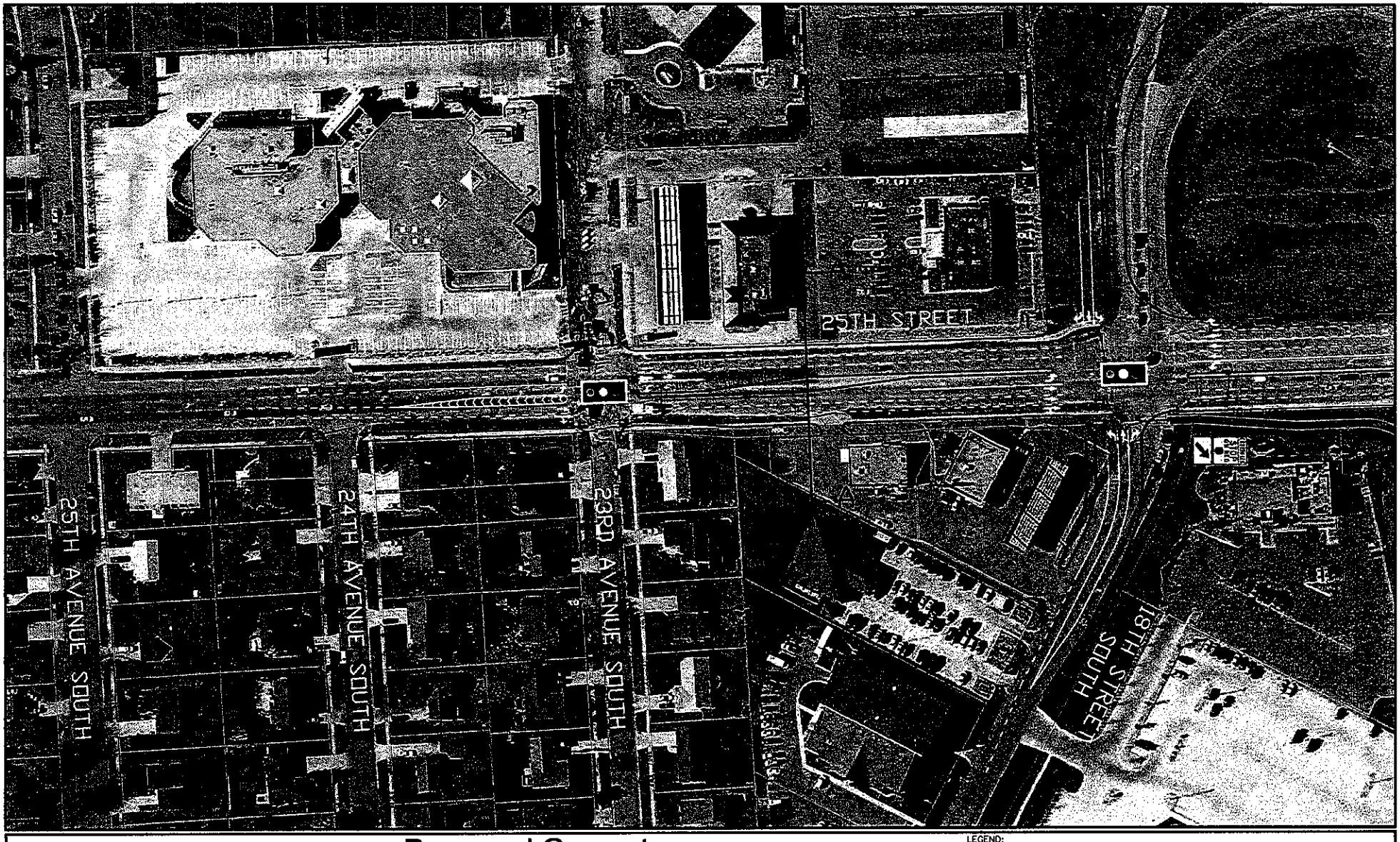
25th Street Corridor Study
City of Fargo, North Dakota
HWS

Proposed Geometry
Final Concept

N
SCALE 1"=100'

LEGEND:
- BACK OF CURB/EDGE OF PAVEMENT
- EDGE OF BIKE TRAIL
- RETAINING WALL
- BRIDGE
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- PROPOSED RIGHT-OF-WAY ACQUISITION

FIGURE 32



25th Street Corridor Study
City of Fargo, North Dakota
HWS

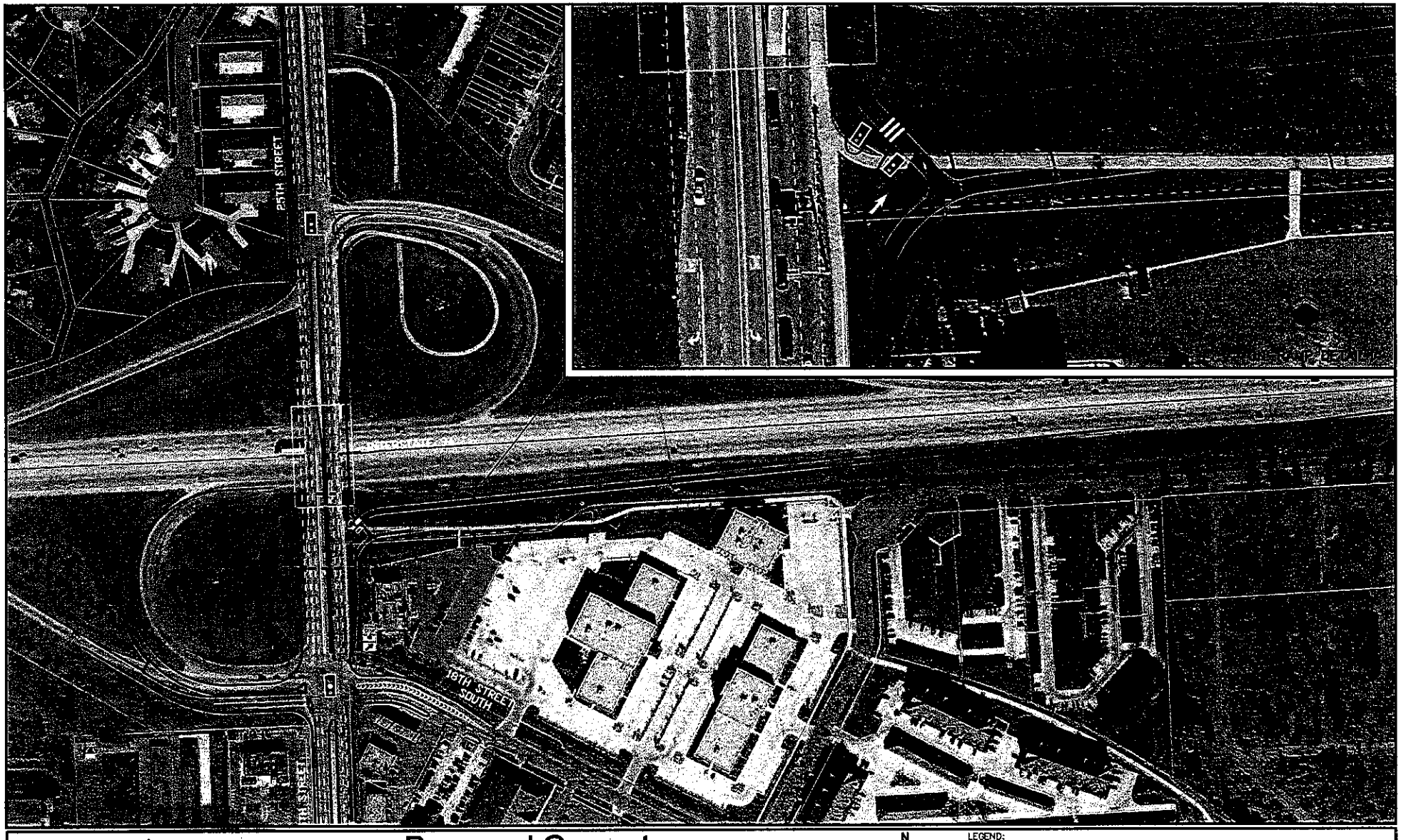
Proposed Geometry

Final Concept - Prior to Entrance Ramp Construction

N
SCALE 1"=100'

LEGEND:
- BACK OF CURB/EDGE OF PAVEMENT
- EDGE OF BIKE TRAIL
- RETAINING WALL
- BRIDGE
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- PROPOSED RIGHT-OF-WAY ACQUISITION

FIGURE 33



25th Street Corridor Study
City of Fargo, North Dakota

HMS

Proposed Geometry

Final Concept

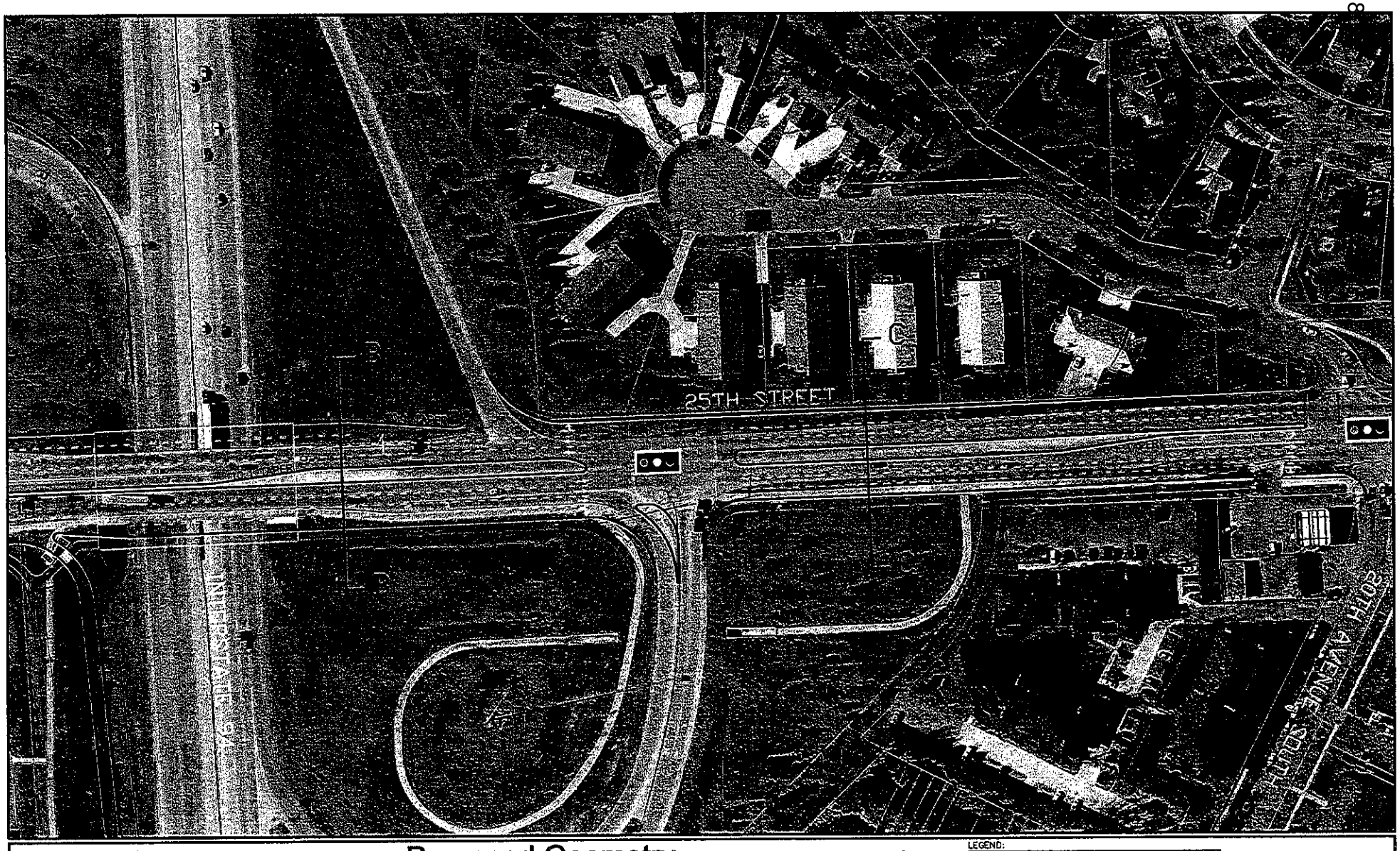
N

SCALE 1"=200'

LEGEND:

- BACK OF CURB/EDGE OF PAVEMENT
- EDGE OF BIKE TRAIL
- RETAINING WALL
- BRIDGE
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- PROPOSED RIGHT-OF-WAY ACQUISITION

FIGURE 34



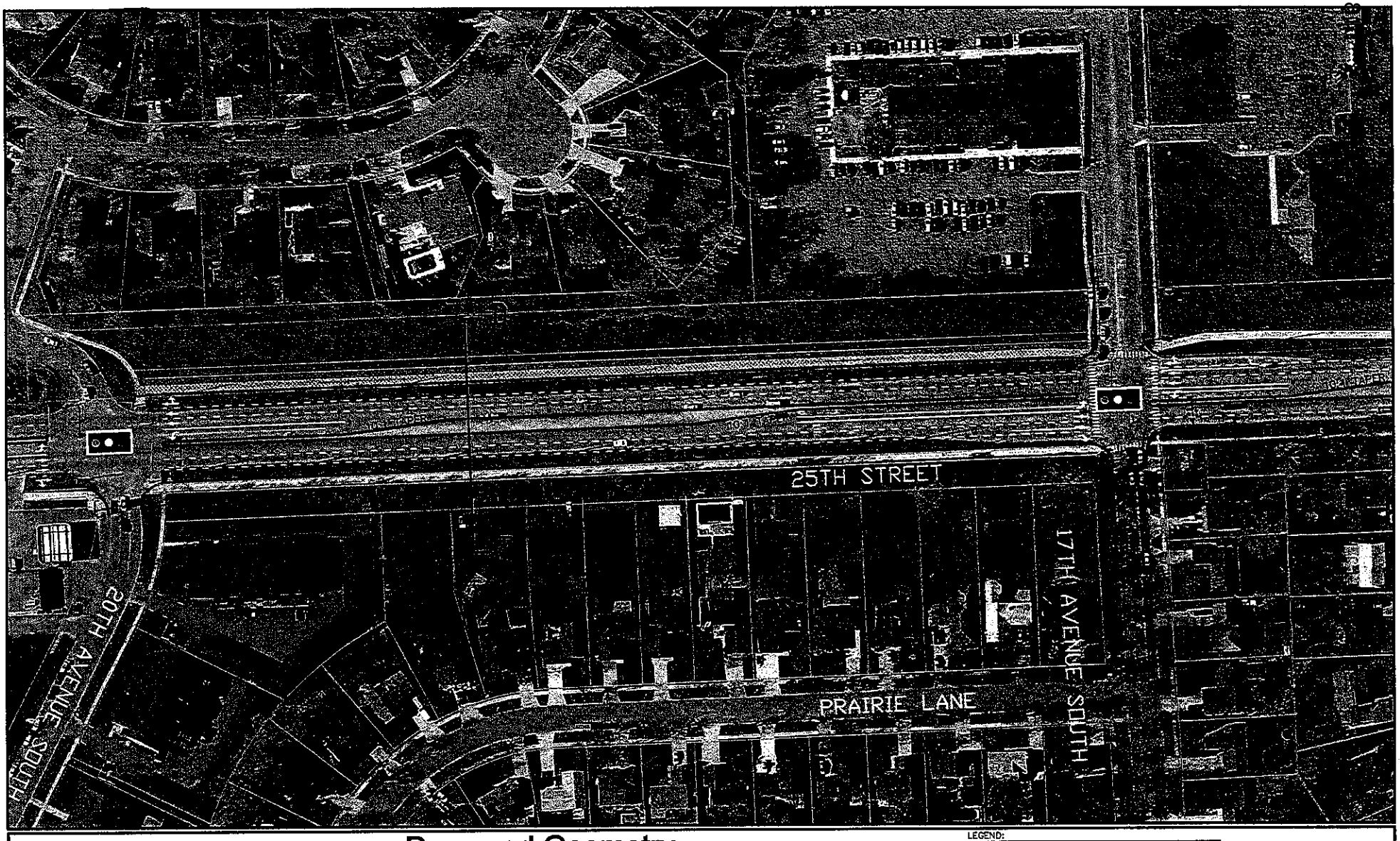
25th Street Corridor Study
City of Fargo, North Dakota
HMS

Proposed Geometry
Final Concept

N
SCALE 1"=100'

LEGEND:
- BACK OF CURB/EDGE OF PAVEMENT
- EDGE OF BIKE TRAIL
- RETAINING WALL
- BRIDGE
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- PROPOSED RIGHT-OF-WAY ACQUISITION

FIGURE 35



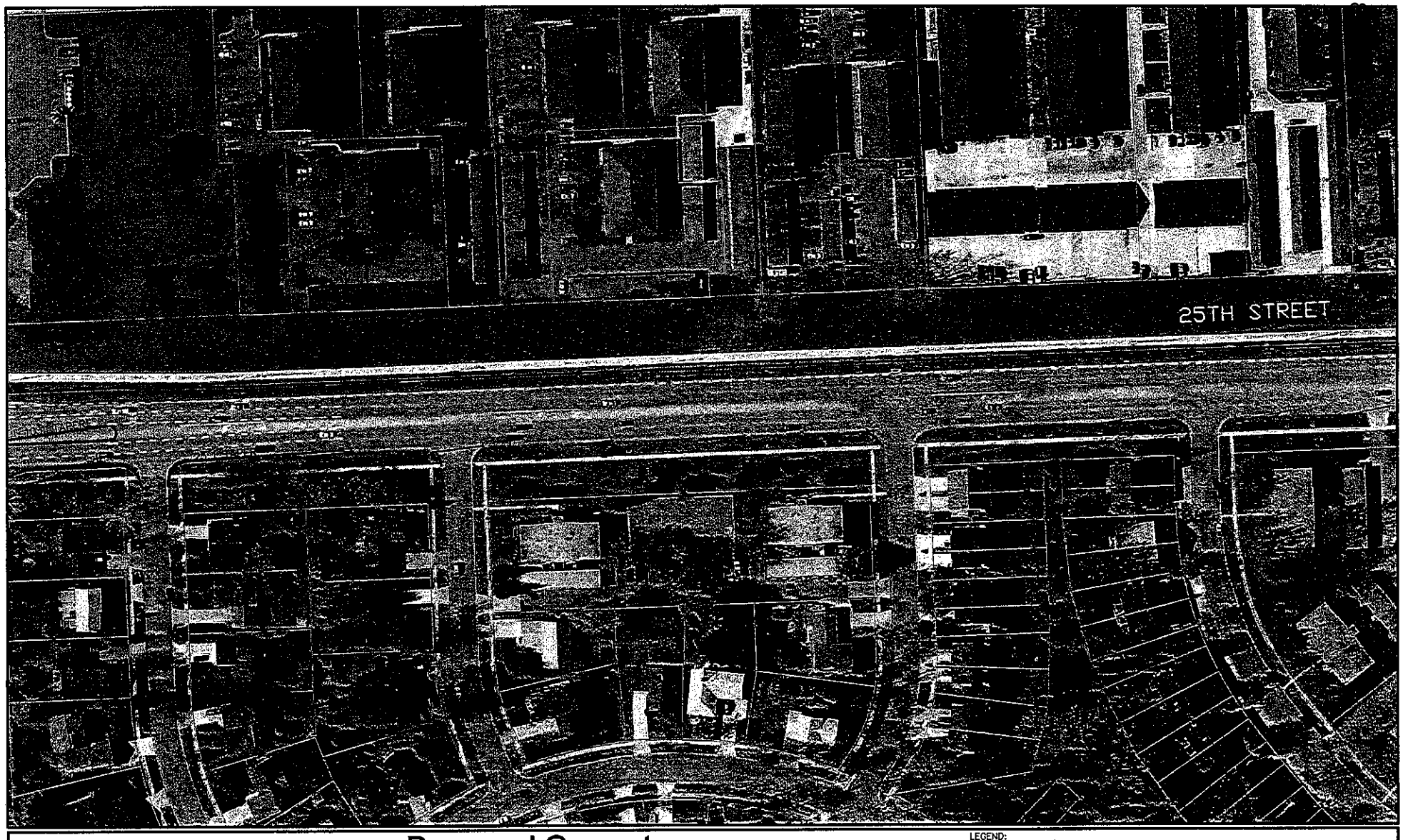
25th Street Corridor Study
City of Fargo, North Dakota
HMS

Proposed Geometry
Final Concept

N
SCALE 1"=100'

LEGEND:
- BACK OF CURB/EDGE OF PAVEMENT
- EDGE OF BIKE TRAIL
- RETAINING WALL
- BRIDGE
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- PROPOSED RIGHT-OF-WAY ACQUISITION

FIGURE 36



25th Street Corridor Study
City of Fargo, North Dakota
HMS

Proposed Geometry
Final Concept

N
SCALE 1"=100'

LEGEND:
- BACK OF CURB/EDGE OF PAVEMENT
- EDGE OF BIKE TRAIL
- RETAINING WALL
- BRIDGE
- EXISTING RIGHT-OF-WAY
- EXISTING EASEMENT
- PROPOSED RIGHT-OF-WAY ACQUISITION

FIGURE 38

Fargo-Moorhead Metropolitan Council of Governments
701.232.3242 • FAX 701.232.5043 • Case Plaza Suite 232 • One 2nd Street North • Fargo, North Dakota 58102-4807
Email: metrocog@fmmetrocog.org http://www.fmmetrocog.org

January 25, 2010

Jeremy Gorden
Fargo Traffic Engineer
200 N 3rd Street
Fargo, ND 58102

Dear Jeremy,

Please find attached the project memorandum developed by Metro COG regarding the 25th Street Corridor Study. As was agreed to prior to the development of the 25th Street Project Memorandum, Metro COG asks that this memorandum be included as part of the 25th Street Corridor Study document.

As is noted in the memorandum its intent "*is to clarify the identified positions of the North Dakota Department of Transportation (NDDOT), the City of Fargo, and the FM Metropolitan Council of Governments (Metro COG) regarding the City's preferred alternative for the 25th Street Corridor Study. The development of this correspondence provides the Fargo City Commission a clear sense of the position of the NDDOT in regards to the City's preferred alternative so that final approval of the 25th Street Corridor Study can be completed.*"

Acting on a recommendation from its Transportation Technical Committee (TTC), the Metro COG Policy Board approved the 25th Street Project Memorandum at its meeting on January 21, 2010. Metro COG would anticipate the City of Fargo to complete adoption of the 25th Street Corridor Study in the very near future.

If you have questions or require additional clarification on the information included in the project memorandum, please contact me directly.

Sincerely,

Wade E. Kline, AICP
Executive Director

WEK/j
cc: Mark Bittner, Bob Walton, Scott Zainhofsky, Paul Benning, Stacey Hanson, Stephanie Hickman

Fargo-Moorhead Metropolitan Council of Governments
701.232.3242 • FAX 701.232.5043 • Case Plaza Suite 232 • One 2nd Street North • Fargo, North Dakota 58102-4807
Email: metrocog@fmmetrocog.org http://www.fmmetrocog.org

Subject: 25th Street Corridor Study – Project Memorandum

Prepared by: FM Metropolitan Council of Governments

Introduction and Intent

The intent of this correspondence is to clarify the identified positions of the North Dakota Department of Transportation (NDDOT), the City of Fargo, and the FM Metropolitan Council of Governments (Metro COG) regarding the City's preferred alternative for the 25th Street Corridor Study. The development of this correspondence provides the Fargo City Commission a clear sense of the position of the NDDOT in regards to the City's preferred alternative so that final approval of the 25th Street Corridor Study can be completed.

To restate, the City of Fargo remains in support of the following improvements along 25th Street South (17th Avenue to 23rd Avenue) and at I-94:

- A 6-lane divided roadway from 17th Avenue South to 23rd Avenue South (with raised medians)
- A new on-ramp located in the southeast quadrant of the interchange for northbound 25th Street traffic to eastbound I-94.
- The I-94 South Ramp and 25th Street/18th Street intersection shifted south to allow for more tangent approaches and a better alignment of the east and west portion of the intersection, in addition to adding designated turn lanes for driver clarity on the ramp;
- A southbound 3rd lane on 25th Street from 13th Avenue South to 17th Avenue South.

It is the recommendation of the FM Metropolitan Council of Governments (Metro COG) that the City of Fargo move forward with approval of the 25th Street Corridor Study and its preferred alternative. The preferred alternative is recommended to the Fargo City Commission with full knowledge of the NDDOT's lack of support for modifications at the I-94 south ramp terminal and new access in the southeast quadrant.

Background

On 7/1/09 the City of Fargo provided correspondence to the NDDOT regarding the completion of the Draft 25th Street Corridor Study. The correspondence from the City of Fargo outlined the City of Fargo's preferred alternative (as listed above) for the subarea of the 25th Street Corridor, which in summary called for a widening of 25th Street (including the bridge structure over I-94), modifications to the south ramp terminal and the addition of new ramp in the southeast quadrant.

On 8/13/09 the NDDOT provided a response to the City of Fargo indicating that within the identified preferred alternative NDDOT did not support modifications to the south ramp terminal or the new ramp in the southeast quadrant. NDDOT further indicated that changes to the interstate ramps were not consistent with current NDDOT "philosophy". The NDDOT letter also stressed that interstate improvements at 25th Street were not a "priority" for NDDOT.

Based on the divergent nature of the afore mentioned correspondence Metro COG organized a coordination meeting between NDDOT and the City of Fargo on 9/10/09 to determine if a consensus was possible regarding the differing positions of NDDOT and the City of Fargo; specifically in regards to interchange modifications/improvements. At the meeting on 9/10/09 (record of meeting attached) the City of Fargo stated that it intended to implement a project along 25th Street in less than 8 years. The City of Fargo also indicated that it felt strongly that changes to the interstate ramps in question should be done as part of the 25th Street widening project; it was further suggested that the City of Fargo would be willing to consider participating in the cost of ramp modifications and additions. NDDOT indicated that it preferred to address the widening project first; and then to come back at a later date and conduct changes to the ramps (or do a re-evaluation once the widening was complete).

As an agreed to next step of the 9/10/09 meeting NDDOT indicated that it would present the City of Fargo's request to NDDOT Management in the very near future. NDDOT did indicate via electronic mail on 10/26/09 that it would not be able to commit Interstate Maintenance (IM) funds to a project at 25th Street and I-94 given the delay in a new surface transportation authorization act (STAA). NDDOT also indicated that it feels the addition of new access to I-94 in the southeast quadrant would adversely impact operations on eastbound I-94.

On 12/3/09 Metro COG reconvened representatives from the NDDOT and the City of Fargo to further discuss items regarding the preferred alternative outlined in the 25th Street Corridor Study and close out discussions started in September 2009. The meeting on 12/3/09 completed the immediate discussions between the NDDOT and the City of Fargo in regards to items concerning the 25th Street Corridor Study; and are furthered clarified below. The NDDOT, City of Fargo, and Metro COG have agreed to a continuous and cooperative dialogue regarding improvements along 25th Street and I-94, even if consensus can't be achieved regarding the preferred alternative of the 25th Street Corridor Study.

Interstate Operations Regarding Proposed South East Ramp

The NDDOT has indicated that it has developed or is developing a new "philosophy" regarding interstate operations. The City of Fargo and Metro COG will work cooperatively with NDDOT to more specifically understand how this philosophy will be implemented regarding future strategies for maintaining Interstate Operations throughout the FM Metropolitan Area. It is the hope of Metro COG and the City of Fargo that this change in NDDOT philosophy regarding interstate operations will balance the operational needs of both the interstates and adjacent arterials. The City of Fargo anticipates a collaborative discussion of the NDDOT philosophy will

be a part of the ongoing Interstate Operations Study being conducted in cooperation with Metro COG.

Based on output from the Interstate Operations Study (IOS) Phase I, the City of Fargo and Metro COG feel confident that an access revision at 25th Street South for eastbound I-94 will not adversely impact operations on I-94. Operations on I-94 eastbound are most sensitive during the PM peak. Traffic along eastbound I-94 operates at a LOS C in (year 2008 PM Peak), and is projected to operate at an LOS D in both 2015 and 2025. Recent modeling has considered the proposed eastbound access revision at 25th Street, and it does not appear the proposed access revision impacts the PM Peak LOS on eastbound I-94 between 25th Street and University Drive. The eastbound PM Peak LOS on I-94 between 25th Street and University Drive remains fairly constant on eastbound I-94 between 2015 and 2025 even given the proposed access revision.

The City of Fargo and Metro COG are aware that the stretch of I-94 from the I-29/94 tri-level through TH 75 (Moorhead) is a sensitive area of interstate and that the maintenance of projected future LOS operations between now and 2025 are contingent on a number of critical investments by both NDDOT and Mn/DOT; as well as possible non-infrastructure strategies currently being developed as part of the ongoing Interstate Operations Study. The City and Metro COG are looking forward to cooperatively working with NDDOT on Phase II of the Interstate Operations Study to learn more about strategies that improve operations along I-94 throughout the FM Metropolitan Area; and to develop a more concise understanding as to the actual impact on I-94 operations of an eastbound ramp revision at I-94 and 25th Street. It was generally agreed that one outcome of Phase II of the Interstate Operation Study should include an "agreed to" list of staged improvements along I-94 between I-29/I-94 Tri-level and the University Drive.

South Ramp Revision

The City of Fargo supports a shift of the south ramp terminal to assist in better aligning the south ramp with 18th Street South. NDDOT has expressed its concern with changes to the south ramp terminal at 25th Street. The primary concern on the part of NDDOT relates to the needed changes to existing drainage structures adjacent to the south ramp. The cost to shift the south ramp terminal was estimated at $487,000; not including drainage. The cost of drainage modifications to accommodate the shift of the south terminal has not been determined. It was pointed out to Metro COG that NDDOT has recently made additional drainage improvements adjacent to 25th Street; further compounding the concerns expressed by NDDOT during the development of the 25th Street Corridor Study.

Another consideration related to the south ramp terminal is the identified need for the addition of an auxiliary lane from the I-29/94 tri-level to 25th Street, and the inclusion of a dual lane off ramp at 25th Street. The need for a dual lane off ramp at 25th Street was first identified during an operational analysis conducted of the I-29/94 tri-level by NDDOT in early 2008. The dual lane off ramp at 25th Street was included as part of the modeling done in Phase I of the Interstate

Operations Study; the inclusion of this improvement in the modeling for the Interstate Operation Study was agreed to by NDDOT Planning and Programming. However, NDDOT did make it clear that it would need additional analysis and deliberation before committing to the I-94 auxiliary lane between the tri-level and 25th Street (including the dual lane off ramp at 25th Street).

The dual lane eastbound I-94 off ramp at 25th Street was not taken into account during the 25th Street Corridor Study. Metro COG would suggest that the south ramp terminal be looked at in terms of its ability to accommodate a dual east bound off ramp. While the dual lane off ramp has not been agreed to by the NDDOT, the improvement should be factored against concerns currently expressed regarding drainage, etc.

Funding and Project Development

The City of Fargo and Metro COG are sensitive to the funding uncertainty which presents itself given the delay in a new STAA. However, planning and programming regarding improvements along 25th Street South can't wait for the pending new STAA. The City of Fargo will move forward with reconstruction along 25th Street in 2014. In order to actually construct the roadway at that time, project initiation will need to begin by early to mid 2010, with the kickoff of the Project Concept Report, which should be allotted 2 years to complete. This would allow design to take place beginning in late 2012/early 2013, with final plans due in December of 2013 for a bid opening in February of 2014.

The City of Fargo anticipates using its Surface Transportation Program (STP) funds through the ND Urban Roads Programs to fund the 25th Street South widening project. The total construction cost estimate for the reconstruction along 25th Street is $7.550 million, including the bridge widening over I-94 (specific cost estimate shown as Table 8, page 123 of the 25th Street Corridor). The total cost for the shift of the south ramp terminal was estimated at $487,000 (not including drainage changes). The estimated cost for the addition of the ramp in the southeast quadrant is $1.399 million (Table 10, page 125). As was offered by the City of Fargo at the 9/10/09 meeting, there is interest in possibly assisting the NDDOT with costs associated with the I-94 related revisions preferred by the City of Fargo.

Based on information currently available, it appears there will not be a new STAA until early 2011 (FY 2012). At such time as a new STAA is in effect and there is more certainty in the availability of IM Funds, the City of Fargo will again officially seek a response from NDDOT regarding improvements at 25th Street and I-94 to accompany the widening project to be pursued by the City of Fargo.

Project Priority

The NDDOT indicated in its 8/13/09 correspondence to the City of Fargo that it would not be making the referenced interstate improvements a "priority". The City of Fargo feels strongly that it would have the support of the Metro COG Policy Board in identifying the interstate

improvements as a "metropolitan priority" through the development of the Metropolitan Transportation Improvement Program (TIP). The City of Fargo looks forward to working with NDDOT, through Metro COG, to assist in cooperatively developing priorities for funding through the Interstate Maintenance (IM) program to supported City identified needs regarding I-94 at 25th Street.

CITY OF Fargo

ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

March 4, 2010

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

Re: FM Metro Flood Control Feasibility Study
Dilworth Railroad Yard and Bridge Costs
Fargo Project 5683-06

Dear Commissioners:

The US Army Corps of Engineers (USACE) has requested that the City retain TKDA Consultants to analyze costs for rail and yard impacts to the Dilworth BNSF facilities associated with the Minnesota Diversion option for the FM Metro Flood Control Study.

Recommended Motion
Approve contract with TKDA in the amount of $42,700 for Project 5683-06.

Sincerely,

Mark H. Bittner

Mark H. Bittner
City Engineer

MHB/pan
Attachments

Mark Bittner

From: Macey L. Cox [macey.cox@tkda.com]
Sent: Wednesday, March 03, 2010 3:17 PM
To: Mark Bittner; Aaron.M.Snyder@usace.army.mil
Cc: Joshua R.L. Collins; James E. Hoschka; Chris Rand; Annette D. Hilger; Kathleen M. Siedschlag
Subject: City of Fargo - Railroad Bridge and Yard Cost Estimate Review
Attachments: Bridge-Yard-Cost-Estimate-Review.pdf

Re: Proposal for Engineering Services
Railroad Bridge and Yard Cost Estimate Review
City of Fargo, North Dakota

Transmitting our Proposal for the referenced project. This is a SIGNED PDF file and is the only submittal provided. If you desire an original ink signature document, please advise. If you have any questions, please contact Josh Collins at (651) 292-7920 or josh.collins@tkda.com.

The attached file is transmitted for your convenience and is the sole property of TKDA. By accepting delivery the recipient agrees to indemnify and hold TKDA harmless from any liability arising from the use of this data. By acceptance of this data, the user agrees not to transmit this data or provide access to it or any part of it to another party. This electronic data is subject to change. TKDA is not responsible for compatibility with recipient's hardware and/or software. Please check for virus contamination prior to use.

Macey L. Cox
Administrative Assistant
Contracts Group/Administration
phone: (651) 292-4539
fax: (651) 292-0083
e-mail: macey.cox@tkda.com

TKDA
444 Cedar Street, Suite 1500
Saint Paul, Minnesota 55101-2140
www.tkda.com

TKDA
ENGINEERING • ARCHITECTURE • PLANNING
The right time. The right people. The right company

444 Cedar Street, Suite 1500
Saint Paul, MN 55101

(651) 292-4400
(651) 292-0083 Fax
www.tkda.com

March 3, 2010

Mr. Mark Bittner
City of Fargo
200 3rd Street North
Fargo, North Dakota 58102

Re: Proposal for Engineering Services
Railroad Bridge and Yard Cost Estimate Review
City of Fargo, North Dakota

Dear Mr. Bittner:

Pursuant to communications with you, we propose to provide Engineering Services in connection with the Bridge and Yard Cost Estimate Review, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "General Provisions of Engineer-Architect Agreement" dated July 2009. Hereinafter, the City of Fargo is referred to as the CLIENT.

I. PROJECT DESCRIPTION

Review existing bridge details and estimates and develop budgetary estimates for a railroad yard bridge and conceptual yard layouts.

II. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA'S understanding of the Project, we propose to provide the following services:

A. COST ESTIMATE REVIEW

1. Review three (3) Minnesota railroad bridge estimates provided by USACE or others.
2. Perform one (1) site review for all railroad bridge sites. This trip will serve multiple purposes and future scope items included in this trip are denoted by a *.
3. Survey top of rail elevations at each of the MN railroad bridge sites.
4. TKDA will arrange with BNSF for flagging for two (2) days on-site. Costs for flagging are included in TKDA's fees.

B. CONTINUOUS YARD BRIDGE CONSTRUCTION ESTIMATE

1. Develop construction estimate for land bridge through Dilworth Yard.
2. Develop estimate for necessary trackwork for construction under traffic.
3. Provide description of staging for construction under traffic.
4. Perform site review of Dilworth Yard (*to be done during the same trip as the bridge site reviews).
5. Attend one (1) meeting with BNSF and the CLIENT at Dilworth Yard (*to be done during the same trip as the bridge site reviews).
6. Survey East Dilworth Yard to sufficiently enable TKDA to verify low cord elevations and number of span quantities provided by USACE (verify general top of rail elevation in the yard).

C. DILWORTH YARD RELOCATION COSTS

1. Develop two (2) conceptual yard options for the Dilworth yard relocation (CLIENT to select one final option).
2. Attend one (1) meeting with BNSF and the CLIENT at Dilworth Yard (*to be done during the same trip as the bridge site reviews).
3. Attend one (1) meeting with BNSF (Northtown) to narrow options down to one final option.
4. Develop construction cost estimate for final Dilworth Yard relocation option.
5. Copy USACE and the CLIENT on all concept and estimate reviews.
6. Provide USACE with area of impact for environmental permitting cost estimating purposes (overall environmental work to be completed by USACE).

III. ADDITIONAL SERVICES

If authorized in writing by the CLIENT, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

A. Full Survey

B. Property boundry research and survey

C. Geotechnical study

D. Final Design, etc.

E. Environmental permitting and services

IV. CLIENT'S RESPONSIBILITIES

These responsibilities shall be as set forth in Article 8 of the General Provisions and as further described or clarified hereinbelow:

A. Designate one individual to act as a representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project. This individual shall be identified in the signature block area of this Proposal.

B. Provide TKDA with access to the site as required to perform services listed in SECTION II above.

C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that the Project schedule can be maintained.

D. Provide TKDA with bridge estimates for all bridges.

E. Provide TKDA with bridge details for all bridges (including Dilworth Yard bridge) including but not limited to: low cord elevation, span length, and number of piers, aesthetic treatments.

F. Provide TKDA with channel cross-sections at bridge locations.

G. Provide TKDA with aerial base maps, survey and lidar data (where available).

H. Provide TKDA with concept drawings for the floodway in relation to the affected rail lines.

I. Timely review of all conceptual layouts, estimates, and other material sent by TKDA.

V. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and to complete SECTION II services within 60 days.

VI. COMPENSATION

Compensation to TKDA for services provided as described in SECTION II of this Proposal shall be on an Hourly Time and Materials basis in an amount not to exceed $42,700. Payment shall be made in accordance with Article 3 of the attached General Provisions.

The level of effort required to accomplish SECTION II services can be affected by factors which are beyond our control. Therefore, if it appears at any time that charges for services rendered under SECTION II will exceed the above, we agree that we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you that additional funds are available and our work can proceed.

VII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal and are willing that this letter and attachments constitute a contract between us upon its signature by an authorized official of the City of Fargo and the return of a signed original to us. This Proposal will be open for acceptance for 30 days, unless the provisions herein are changed by us in writing prior to that time.

Sincerely,

Vincent T. Montgomery, P.E.
President

Joshua R. L. Collins, P.E.
Project Manager

VTM:JRLC:mlc
ATTACHMENT: GENERAL PROVISIONS

ACCEPTED FOR THE CITY OF FARGO

By:_____
(signature) Printed Name/Title Date

CLIENT'S DESIGNATED REPRESENTATIVE:

_____
Name/Title Phone Email

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute of or-equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under this Agreement.

ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TKDA and anyone for whom TKDA may be legally liable, for claims by CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.

TKDA
ENGINEERING • ARCHITECTURE • PLANNING
The right time. The right people. The right company.

444 Cedar Street, Suite 1500
Saint Paul, MN 55101

(651) 292-4400
(651) 292-0083 Fax
www.tkda.com

March 3, 2010

Mr. Mark Bittner
City of Fargo
200 3rd Street North
Fargo, North Dakota 58102

Re: Proposal for Engineering Services
Railroad Bridge and Yard Cost Estimate Review
City of Fargo, North Dakota

Dear Mr. Bittner:

Pursuant to communications with you, we propose to provide Engineering Services in connection with the Bridge and Yard Cost Estimate Review, hereinafter called the Project. Our services will be provided in the manner described in this Proposal subject to the terms and conditions set forth in the attached "General Provisions of Engineer-Architect Agreement" dated July 2009. Hereinafter, the City of Fargo is referred to as the CLIENT.

I. PROJECT DESCRIPTION

Review existing bridge details and estimates and develop budgetary estimates for a railroad yard bridge and conceptual yard layouts.

II. SERVICES TO BE PROVIDED BY TKDA

Based on TKDA'S understanding of the Project, we propose to provide the following services:

A. COST ESTIMATE REVIEW

1. Review three (3) Minnesota railroad bridge estimates provided by USACE or others.
2. Perform one (1) site review for all railroad bridge sites. This trip will serve multiple purposes and future scope items included in this trip are denoted by a *.
3. Survey top of rail elevations at each of the MN railroad bridge sites.
4. TKDA will arrange with BNSF for flagging for two (2) days on-site. Costs for flagging are included in TKDA's fees.

B. CONTINUOUS YARD BRIDGE CONSTRUCTION ESTIMATE

1. Develop construction estimate for land bridge through Dilworth Yard.
2. Develop estimate for necessary trackwork for construction under traffic.
3. Provide description of staging for construction under traffic.
4. Perform site review of Dilworth Yard (*to be done during the same trip as the bridge site reviews).
5. Attend one (1) meeting with BNSF and the CLIENT at Dilworth Yard (*to be done during the same trip as the bridge site reviews).
6. Survey East Dilworth Yard to sufficiently enable TKDA to verify low cord elevations and number of span quantities provided by USACE (verify general top of rail elevation in the yard).

C. DILWORTH YARD RELOCATION COSTS

1. Develop two (2) conceptual yard options for the Dilworth yard relocation (CLIENT to select one final option).
2. Attend one (1) meeting with BNSF and the CLIENT at Dilworth Yard (*to be done during the same trip as the bridge site reviews).
3. Attend one (1) meeting with BNSF (Northtown) to narrow options down to one final option.
4. Develop construction cost estimate for final Dilworth Yard relocation option.
5. Copy USACE and the CLIENT on all concept and estimate reviews.
6. Provide USACE with area of impact for environmental permitting cost estimating purposes (overall environmental work to be completed by USACE).

III. ADDITIONAL SERVICES

If authorized in writing by the CLIENT, we will furnish or obtain from others Additional Services of the types listed below which are not considered as basic services under this Proposal. Additional Services shall be billable on an Hourly Time and Materials basis and such billings shall be over and above any maximum amounts set forth in this Proposal.

A. Full Survey

B. Property boundry research and survey

C. Geotechnical study

D. Final Design, etc.

E. Environmental permitting and services

IV. CLIENT'S RESPONSIBILITIES

These responsibilities shall be as set forth in Article 8 of the General Provisions and as further described or clarified hereinbelow:

A. Designate one individual to act as a representative with respect to the work to be performed, and such person shall have complete authority to transmit instructions, receive information, interpret and define policies, and make decisions with respect to critical elements pertinent to the Project. This individual shall be identified in the signature block area of this Proposal.

B. Provide TKDA with access to the site as required to perform services listed in SECTION II above.

C. Provide reviews of materials furnished by TKDA in a reasonable and prompt manner so that the Project schedule can be maintained.

D. Provide TKDA with bridge estimates for all bridges.

E. Provide TKDA with bridge details for all bridges (including Dilworth Yard bridge) including but not limited to: low cord elevation, span length, and number of piers, aesthetic treatments.

F. Provide TKDA with channel cross-sections at bridge locations.

G. Provide TKDA with aerial base maps, survey and lidar data (where available).

H. Provide TKDA with concept drawings for the floodway in relation to the affected rail lines.

I. Timely review of all conceptual layouts, estimates, and other material sent by TKDA.

V. PERIOD OF SERVICE

We would expect to start our services promptly upon receipt of your written acceptance of this Proposal and to complete SECTION II services within 60 days.

VI. COMPENSATION

Compensation to TKDA for services provided as described in SECTION II of this Proposal shall be on an Hourly Time and Materials basis in an amount not to exceed $42,700. Payment shall be made in accordance with Article 3 of the attached General Provisions.

The level of effort required to accomplish SECTION II services can be affected by factors which are beyond our control. Therefore, if it appears at any time that charges for services rendered under SECTION II will exceed the above, we agree that we will not perform services or incur costs which will result in billings in excess of such amount until we have been advised by you that additional funds are available and our work can proceed.

VII. CONTRACTUAL INTENT

We thank you for the opportunity to submit this Proposal and are willing that this letter and attachments constitute a contract between us upon its signature by an authorized official of the City of Fargo and the return of a signed original to us. This Proposal will be open for acceptance for 30 days, unless the provisions herein are changed by us in writing prior to that time.

Sincerely,

Vincent T. Montgomery, P.E.
President

Joshua R. L. Collins, P.E.
Project Manager

VTM:JRLC:mlc
ATTACHMENT: GENERAL PROVISIONS

ACCEPTED FOR THE CITY OF FARGO

By:_____
(signature) Printed Name/Title Date

CLIENT'S DESIGNATED REPRESENTATIVE:

_____
Name/Title Phone Email

TOLTZ, KING, DUVALL, ANDERSON AND ASSOCIATES, INCORPORATED

General Provisions of Engineer-Architect Agreement

ARTICLE 1. GENERAL

These General Provisions supplement and become part of the Agreement between Toltz, King, Duvall, Anderson and Associates, Incorporated, a Minnesota Corporation, hereinafter referred to as TKDA, and the other Party to the Agreement, hereinafter referred to as CLIENT, wherein the CLIENT engages TKDA to provide certain Engineering, Architectural, and/or Planning services. Either Party to this Agreement may be referred to as a "Party" or collectively as "Parties."

As used herein, the term "Agreement" refers to (1) TKDA's original Engagement Letter or proposal (the "Engagement Letter") which forms the basis for the Agreement; (2) these General Provisions, and (3) any attached Exhibits, as if they were part of one and the same document. With respect to the order of precedence, any attached Exhibits shall govern over these General Provisions and the Engagement Letter shall govern over any attached Exhibits and these General Provisions.

ARTICLE 2. PERIOD OF SERVICE

The term of this Agreement for the performance of services hereunder shall be as set forth in TKDA's Engagement Letter. Any lump sum or estimated maximum payment amounts set forth in the Engagement Letter have been established in anticipation of the orderly and continuous progress of the project in accordance with the schedule set forth in the Engagement Letter or any Exhibits attached thereto.

ARTICLE 3. COMPENSATION TO TKDA

A. Compensation to TKDA for services shall be as designated in the Engagement Letter. The CLIENT shall make monthly payments to TKDA within 30 days of date of invoice.

B. The CLIENT will pay the balance stated on the invoice unless CLIENT notifies TKDA in writing of the particular item that is alleged to be incorrect within 15 days from the date of invoice, in which case all undisputed items shall be paid and amounts in dispute shall become due upon an adjudicated resolution or upon agreement of the parties. All accounts unpaid after 30 days from the date of original invoice shall be subject to a service charge of 1-1/2% per month, or the maximum amount authorized by law, whichever is less. TKDA shall be entitled to recover all reasonable costs and disbursements, including reasonable attorneys' fees, incurred in connection with collecting amounts owed by CLIENT. In addition, TKDA may, after giving seven days' written notice to the CLIENT, suspend services under this Agreement until TKDA has been paid in full for all amounts then due for services, expenses and charges. CLIENT agrees that it shall waive any and all claims against TKDA and that TKDA shall not be responsible for any claims arising from suspension of services hereunder.

ARTICLE 4. EXTRA WORK

If TKDA is of the opinion that any work it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall notify the CLIENT of that fact. Upon written notification to CLIENT, TKDA shall be entitled to additional compensation for same, and to an extension of time for completion absent timely written objection by CLIENT to additional services.

ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven days' written notice for convenience of either CLIENT or TKDA. In addition, the CLIENT may at any time reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the CLIENT to TKDA. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated upon seven days' written notice as provided above.

In the event of a termination or reduction in scope of the project work, TKDA shall be paid for the work performed and expenses incurred on the project work and for any completed and abandoned work for which payment has not been made, computed in accordance with the provisions of the Engagement Letter and payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with TKDA's subconsultants, costs of producing copies of file materials and other related close-out costs.

ARTICLE 6. DISPOSITION OF PLANS, REPORTS AND OTHER DATA

All documents, including reports, drawings, calculations, specifications, CADD materials, computer software or hardware or other work product prepared by TKDA pursuant to this Agreement are TKDA's Instruments of Service and TKDA retains all ownership interests in said Instruments of Service, including copyrights. Any use or reuse of such Instruments of Service, except for the specific purpose intended, by the CLIENT or others without written consent, verification, or adaptation by TKDA will be at the CLIENT's risk and full legal responsibility. In this regard, the CLIENT will indemnify and hold harmless TKDA from any and all suits or claims of third parties arising out of such use or reuse which is not specifically verified, adapted, or authorized by TKDA.

Copies of documents that may be relied upon by the CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by TKDA's Engineer or Architect. Files in electronic format furnished to the CLIENT are only for convenience of the CLIENT. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern. In the event electronic copies of documents are made available to the CLIENT, the CLIENT acknowledges that the useful life of electronic media may be limited because of deterioration of the media, obsolescence of the computer hardware and/or software systems or other causes outside of TKDA's control. Therefore, TKDA makes no representation that such media will be fully usable beyond 30 days from date of delivery to CLIENT.

If requested, at the time of completion or termination of the work, TKDA shall make available to the CLIENT at CLIENT's expense copies of the Instruments of Service upon (i) payment of amounts due and owing for work performed and expenses incurred under this Agreement, and (ii) fulfillment of the CLIENT's obligations under this Agreement.

ARTICLE 7. CLIENT'S ACCEPTANCE BY PURCHASE ORDER

In lieu of or in addition to execution of the Engagement Letter, the CLIENT may authorize TKDA to commence services by issuing a purchase order by a duly authorized representative. Such authority to commence services or purchase order shall incorporate by reference the terms and conditions of this Agreement. In the event the terms and conditions of this Agreement conflict with those contained in the CLIENT's purchase order, the terms and conditions of this Agreement shall govern. Notwithstanding any purchase order provisions to the contrary, no warranties, express or implied, are made by TKDA. In order to implement the intent of Parties to this Agreement, the Parties agree that the Engagement Letter, these General Provisions, and any Exhibits constitute the entire Agreement between them. The Parties further agree that the preprinted terms and conditions of any CLIENT-generated purchase order issued to request work pursuant to this Agreement will not apply to the work, regardless of whether TKDA executes the purchase order in acceptance of the work.

ARTICLE 8. CLIENT'S RESPONSIBILITIES

A. To permit TKDA to perform the services required hereunder, the CLIENT shall supply, in proper time and sequence, the following at no expense to TKDA:

1. All necessary information regarding its requirements as necessary for orderly progress of the work.
2. Designate in writing a person to act as CLIENT's representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, and interpret and define CLIENT's policies with respect to TKDA's services.
3. Furnish, as required for performance of TKDA's services (except to the extent provided otherwise in the Engagement Letter or any Exhibits attached thereto), data prepared by or services of others, including without limitation, soil borings, probing and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in the Engagement Letter or any Exhibits attached thereto.
4. Provide access to, and make all provisions for TKDA to enter upon publicly or privately owned property as required to perform the work.
5. Act as liaison with other agencies or involved parties to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by TKDA, obtain advice of an attorney, insurance counselor or others as CLIENT deems necessary for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TKDA.
7. Give prompt written notice to TKDA whenever the CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TKDA's services or any defect in the work of Construction Contractor(s), subconsultants or TKDA.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos, petroleum and/or pollution in the project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of this Agreement, "pollution" and "pollutant" shall mean any solid, liquid, gaseous or thermal irritant or contaminant, including petroleum, smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous Materials means any substance, waste, pollutant or contaminant (including petroleum) now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended. Waste further includes materials to be recycled, reconditioned or reclaimed. CLIENT further agrees it

will, where appropriate, endeavor to identify, remove and/or encapsulate asbestos products, petroleum, pollutants or Hazardous Materials located in the project area prior to accomplishment by TKDA of any work on the project.

If TKDA encounters, or reasonably suspects that it has encountered, asbestos or pollution in the project, TKDA shall cease activity on the project and promptly notify the CLIENT, who shall proceed as set forth above. Unless otherwise specifically provided in the Engagement Letter, the services to be provided by TKDA do not include identification of asbestos or pollution, and TKDA has no duty to identify or attempt to identify the same within the area of the project.

With respect to the foregoing, CLIENT acknowledges and agrees that TKDA is not a user, handler, generator, operator, treater, storer, transporter or disposer of asbestos, petroleum, Pollutant, or other Hazardous Materials which may be encountered by TKDA on the project. CLIENT agrees to hold harmless, indemnify and defend TKDA and TKDA's officers, subconsultant(s), subcontractor(s), employees and agents from and against any and all claims, lawsuits, damages, liability and costs, including, but not limited to, costs of defense, arising out of or in any way connected with the presence, discharge, release, or escape of asbestos, petroleum or other Hazardous Materials or waste on the site. This indemnification is intended to apply only to existing conditions present at the site prior to TKDA's commencement of services, and does not apply to conditions that arise subsequent to TKDA's commencement of services that are caused or created by TKDA.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the project, such legal services as the CLIENT may require or TKDA may reasonably request with regard to legal issues pertaining to the project including any that may be raised by contractor(s), such auditing service as CLIENT may require to ascertain how or for what purpose any contractor has used the monies paid under the construction contract, and such inspection services as CLIENT may require to ascertain that contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
10. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the project.
11. Act promptly to approve all pay requests, Supplemental Agreements, or requests for information by TKDA as set forth herein.
12. Require all Utilities with facilities in the CLIENT's right-of-way to locate and mark said utilities upon request, relocate and/or protect said utilities as determined necessary to accommodate work of the project, submit a schedule of the necessary relocation/protection activities to the CLIENT for review and comply with agreed upon schedule.
13. Provide other services, materials, or data as may be set forth in the Engagement Letter or any Exhibits attached thereto.

B. TKDA shall be entitled to rely on the accuracy and completeness of information furnished by the CLIENT. If TKDA finds that any information furnished by the CLIENT is in error or is inadequate for its purpose, TKDA shall promptly notify the CLIENT.

ARTICLE 9. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in the Engagement Letter or any Exhibits attached thereto, are made on the basis of TKDA's experience and qualifications and represent TKDA's judgment as an experienced and qualified design professional. It is recognized that TKDA does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices, and that any evaluation of any facility to be constructed, or acquired, or work to be performed on the basis of TKDA's cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, TKDA does not guarantee that proposals, bids or actual costs will not substantially vary from opinions, evaluations or studies submitted by TKDA to CLIENT hereunder. TKDA assumes no responsibility for the accuracy of opinions of probable project costs or construction costs, and provides these estimates for the sole convenience of the CLIENT for the purposes of general project budgeting.

ARTICLE 10. CONSTRUCTION PHASE SERVICES

CLIENT acknowledges that it is customary for the Architect or Engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Construction Phases of the project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute of or-equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with review of shop drawings and sample submittals, and (4) as a result of and in response to TKDA's detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. CLIENT agrees that if TKDA is not employed to provide such professional services during the Construction Phases of the project, TKDA will not be responsible for, and CLIENT shall indemnify and hold TKDA (and TKDA's professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by CLIENT or others. Nothing contained in this paragraph shall be construed to release TKDA (or TKDA's professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which TKDA has undertaken or assumed under this Agreement.

ARTICLE 11. INSURANCE

TKDA shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees, and from claims against it for damages because of injury to or destruction of property.

Also, TKDA shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which TKDA is legally liable.

Certificates of insurance will be provided to the CLIENT upon request.

ARTICLE 12. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom TKDA performs work hereunder, shall not be assigned, sublet or transferred without the written consent of TKDA and the CLIENT. Any assignment of the Agreement, or claims arising under or relating to the Agreement without the written consent of both Parties shall be null and void.

ARTICLE 13. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 14. SEVERABILITY

Any provision or portion thereof in this Agreement which is held to be void or unenforceable under any law shall be deemed stricken, and all remaining provisions shall continue to be valid and binding between CLIENT and TKDA.

ARTICLE 15. WAIVER OF CONSEQUENTIAL DAMAGES

CLIENT and TKDA waive consequential damages for claims, disputes or other matters in question arising out of or relating to TKDA's services under this Agreement. This mutual waiver of consequential damages applies and survives termination of this Agreement.

ARTICLE 16. LIMITATION OF LIABILITY

In recognition of the relative risks of CLIENT and TKDA relating to the work, CLIENT agrees, to the extent permitted by law, that TKDA's liability to the CLIENT or anyone claiming through CLIENT for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from or in any way related to the Project or the Agreement from any cause or causes including, but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract, or warranty express or implied, of TKDA or its officers, directors, partners, employees, agents, or consultants, or any of them, shall not exceed the total insurance proceeds paid or available on behalf of or to TKDA by its insurers in settlement or satisfaction of CLIENT's claims against TKDA under the terms and conditions of TKDA's insurance policies applicable thereto.

ARTICLE 17. CONFLICT RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and TKDA agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to any formal legal proceedings.

ARTICLE 18. CONFIDENTIALITY

TKDA agrees to keep confidential and not to disclose to any person or entity, other than TKDA's employees, subconsultants and the general contractor and subcontractors, if appropriate, any data and information furnished to TKDA and marked CONFIDENTIAL by the CLIENT. These provisions shall not apply to information in whatever form that comes into the public domain, nor shall it restrict TKDA from giving notices required by law or complying with an order to provide information or data when such order is issued by a court, administrative agency or other authority with proper jurisdiction, or if it is reasonably necessary for TKDA to complete services under the Agreement or defend itself from any suit or claim.

ARTICLE 19. UNDERGROUND UTILITIES

If authorized in the Engagement Letter, TKDA and/or its authorized subconsultant will conduct the research that in its professional opinion is necessary and will prepare a plan indicating the locations intended for subsurface penetrations with respect to assumed locations of underground improvements. Such services by TKDA or its subconsultant will be performed in a manner consistent with the ordinary standard of care. The CLIENT recognizes that the research may not identify all underground improvements and that the information upon which TKDA relies may contain errors or may not be complete.

The CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against TKDA and anyone for whom TKDA may be legally liable, for claims by CLIENT or its contractors for delay or additional compensation relating to the identification, removal, relocation, or restoration of utilities, or damages to underground improvements resulting from subsurface penetration locations established by TKDA.

19

REPORT OF ACTION

CONSULTANT SELECTION COMMITTEE

CONSULTING ENGINEERING SERVICES

Date of Hearing: March 1, 2010

Routing	Date
City Commission	March 8, 2010
Consultant File	
Project File	X
Petitioners	
Selection Committee	X

Improvement District 5681-02
Engineering Services for Project Concept Report & Final Design for 25th Street South street reconstruction from 13th Avenue South to 24th Avenue South.

Proposals were received from the following consultants for this project:
Houston Engineering, Inc. with HWS Consulting Group
KLJ
SRF
Bonestroo

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

	Criteria	Points
1.	Past Performance on Other Local Projects	35
2.	Experience with Similar Projects	25
3.	DBE Involvement	5
4.	Cost	35

Following review of the proposals, the Selection Committee met to jointly rank the firms for selection. Based on the meeting, the Committee selected Houston Engineering, Inc. with HWS Consulting Group as the preferred consultant.

Improvement District 5908-03
Engineering Services for Project Concept Report & Final Design for 7th Avenue N street reconstruction from 38th Street to 45th Street.

Proposals were received from the following consultants for this project:
Houston Engineering, Inc. with HWS Consulting Group
Ulteig Engineers, Inc.
KLJ

SRF
Moore Engineering
Bonestroo

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

	Criteria	Points
1.	Past Performance on Other Local Projects	35
2.	Experience with Similar Projects	25
3.	DBE Involvement	5
4.	Cost	35

Following review of the proposals, the Selection Committee met to jointly rank the firms for selection. Based on the meeting, the Committee selected KLJ as the preferred consultant.

Improvement District 5925-01
Engineering Services for Project Concept Report & Final Design for 52nd Avenue South Bridge Reconstruction at County Drain 27.

Proposals were received from the following consultants for this project:
Houston Engineering, Inc.
Ulteig Engineers, Inc.
KLJ
SRF
Bonestroo

The Selection Committee evaluated proposals based on the criteria outlined within the RFP:

	Criteria	Points
1.	Past Performance on Other Local Projects	35
2.	Experience with Similar Projects	25
3.	DBE Involvement	5
4.	Cost	35

Following review of the proposals, the Selection Committee met to jointly rank the firms for selection. Based on the meeting, the Committee selected Houston Engineering, Inc. as the preferred consultant.

Recommended Motion:
Concur with consultant selection and recommend contract awards for consulting services to Houston Engineering, Inc. for Improvement District Nos. 5681-02 and 5925-01, and to KLJ for Improvement District No. 5908-03.

Committee:	Present	Yes	No	Unanimous
				X
				Proxy
Mark Bittner, City Engineer	X	X		
Jeremy Gorden, Senior Engineer	X	X		
Dave Johnson, Deputy City Engineer	X	X		

Jeremy M. Gorden, P.E.
Senior Engineer

C: Dain Miller, Ulteig Engineers, Inc.
Matt Kinsella, Ulteig Engineers, Inc.
Jeremy McLaughlin, Houston Engineering, Inc.
Rick Gunderson, Houston Engineering, Inc.
Wade Frank, KLJ
Kris Bakkegard, KLJ
Rick Lane, SRF
Eric Bach, SRF
Nick Gludt, Moore Engineering
Dennis Miranowski, Bonestroo

Q

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No.

Type: Maintenance Costs

Location: Fargo Railroad Quiet Zone

Date of Hearing: 3/2/10

Routing	Date
City Commission	3/8/10
PWPEC File	X
Project File	Kristy Schmidt
Petitioners	
David W. Johnson	

According to the City's agreement with BNSF, the City is responsible for reimbursing BNSF's maintenance costs associated with railroad signals and control facilities at Quiet Zone rail/street crossings. The City recently received invoices each in the amount of $27,054 for the maintenance for 2008 and 2009. Mark Bittner stated that the annual fees invoiced are consistent with the Quiet Zone Agreement and requested a funding source.

On a motion by Pat Zavoral, seconded by Bruce Hoover, the Committee voted to recommend approval of City Share of Special Improvements (CSSI) for railroad maintenance of Quiet Zone facilities.

RECOMMENDED MOTION
Approve CSSI funding in the total amount of $54,108 for BNSF Quiet Zone Maintenance for 2008 and 2009.

PROJECT FINANCING INFORMATION:
Recommended source of funding for project: CSSI

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
50% escrow deposit required	N/A	

COMMITTEE	Present	Yes	No	Unanimous
Pat Zavoral, City Administrator	X	X		X
Jim Gilmour, Planning Director	X	X		
Bruce Hoover, Fire Chief	X	X		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Al Weigel, Director of Operations				
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner
Mark H. Bittner
City Engineer

REPORT OF ACTION

PUBLIC WORKS PROJECTS EVALUATION COMMITTEE

Project No. 5246-02

Type: Engineering Services Contract Amendment

Location: Wild Rice River
Upstream of Fargo

Date of Hearing: 3/2/10

Routing	Date
City Commission	3/8/10
PWPEC File	X
Project File	April Walker
Petitioners	
David W. Johnson	

The Committee reviewed a contract amendment with Houston Engineering for hydraulic modeling of the Wild Rice River upstream of Fargo. The modeling is part of the US Army Corps of Engineers (USACE) FM and Upstream Feasibility Study of potential benefits in Fargo/Moorhead associated with construction of flood detention facilities on the Wild Rice River upstream of Fargo.

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

RECOMMENDED MOTION
Approve contract amendment in the amount of $33,200 for Project No. 5246-02.

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

	Yes	No
Developer meets City policy for payment of delinquent specials	N/A	
Agreement for payment of specials required of developer	N/A	
50% 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		
Mark Bittner, City Engineer	X	X		
Bruce Grubb, Enterprise Director	X	X		
Al Weigel, Director of Operations				
Steve Sprague, City Auditor	X	X		

ATTEST:

Mark H. Bittner
City Engineer

Fargo Corporate Office | P 701.237.5065 | F 701.237.5101

1401 21st Avenue North Fargo ND 58102

HoustonEngineering Inc.

February 25, 2010

Mark Bittner, P.E., City Engineer
City of Fargo
200 North 3rd Street
Fargo, ND 58102

Subject: City of Fargo/Oakport FIS
Fargo-Moorhead Upstream Study Unsteady
Model Development – Contract Amendment # 1
HE Project No. 5574_000

Mark:

We have enclosed two partially executed contracts for the above referenced project.

Please let me know if you have any questions or need additional information.

Sincerely,

HOUSTON ENGINEERING, INC.

C. Gregg Thielman

CGT:sh
Enclosure
Z:\5500\5574\00_5574_000\Clerical\Mark Bittner letter 2-25-10.doc

Fargo Corporate Office | 701.237.5065 | 701.237.5101

1401 21st Avenue North Fargo ND 58102

HoustonEngineering Inc.

PROFESSIONAL SERVICES

PROPOSAL AND AGREEMENT

Project: City of Fargo/Oakport Flood Insurance Study
Fargo-Moorhead Upstream Study Unsteady Model Development
Amendment #1
HE Project No. 5574_000

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: This project is a component of the U.S. Army Corps of Engineers (USACE) feasibility study that will evaluate detention options in the Wild Rice River and Antelope Creek Watersheds and determine their impact on flood levels through the Fargo, ND and Moorhead, MN area and downstream. This contract amendment includes performing additional model development tasks relative to the Wild Rice River, Antelope Creek and the S. Branch Antelope Creek and includes combining the model with the FM Metro unsteady hydraulic model. Other tasks will be performed by the St. Paul District, USACE and Moore Engineering, Inc. The tasks will be performed in accordance with our 2010 hourly rates (Attachment 1).

- **Task 1 – Update HEC-RAS Model Geometry:** This Task includes updating the HEC-RAS Model geometry for the ND Wild Rice River, Antelope Creek, and the S. Branch of Antelope Creek using the IWI LIDAR. The updated geometry will be geo-referenced and consistent with the unsteady HEC-RAS model developed as part of the FM Metro Flood Control Project.

- **Task 2 – Merge updated model geometry with FM Metro Unsteady Model:** This task includes merging the updated model geometry for the ND Wild Rice River, Antelope Creek, and the S. Branch of Antelope Creek with the FM Metro unsteady model geometry and calibrate model to the 2009 flood. Model runs will also be

developed for the 1997 flood event, along with the 50-year and 100-year floods per our original contract.

Fee: The total fee for the tasks in this contract amendment is $33,200. A detailed cost breakdown for the tasks along with a map showing the proposed study reaches is attached. The tasks will be performed based on our 2010 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: _____	Signature: C. [illegible]
Title: Mayor	Title: Vice President
Date: 3-8-10	Date: 2/25/10

G:\Jobs by Number\5500\5574_000\Clerical\FM Upstream Unsteady Modeling PROF SERVICES amendment #1 2-25-10.doc

HoustonEngineering Inc.

Client: **City of Fargo**

Project Name: **Fargo-Moorhead and Upstream Study Unsteady Model Development - Addendum #1 - Update HEC-RAS model for the Wild Rice River, Antelope Creek and the S. Branch Antelope Creek and combine with FM Metro unsteady model**

Date: **2/11/2010**

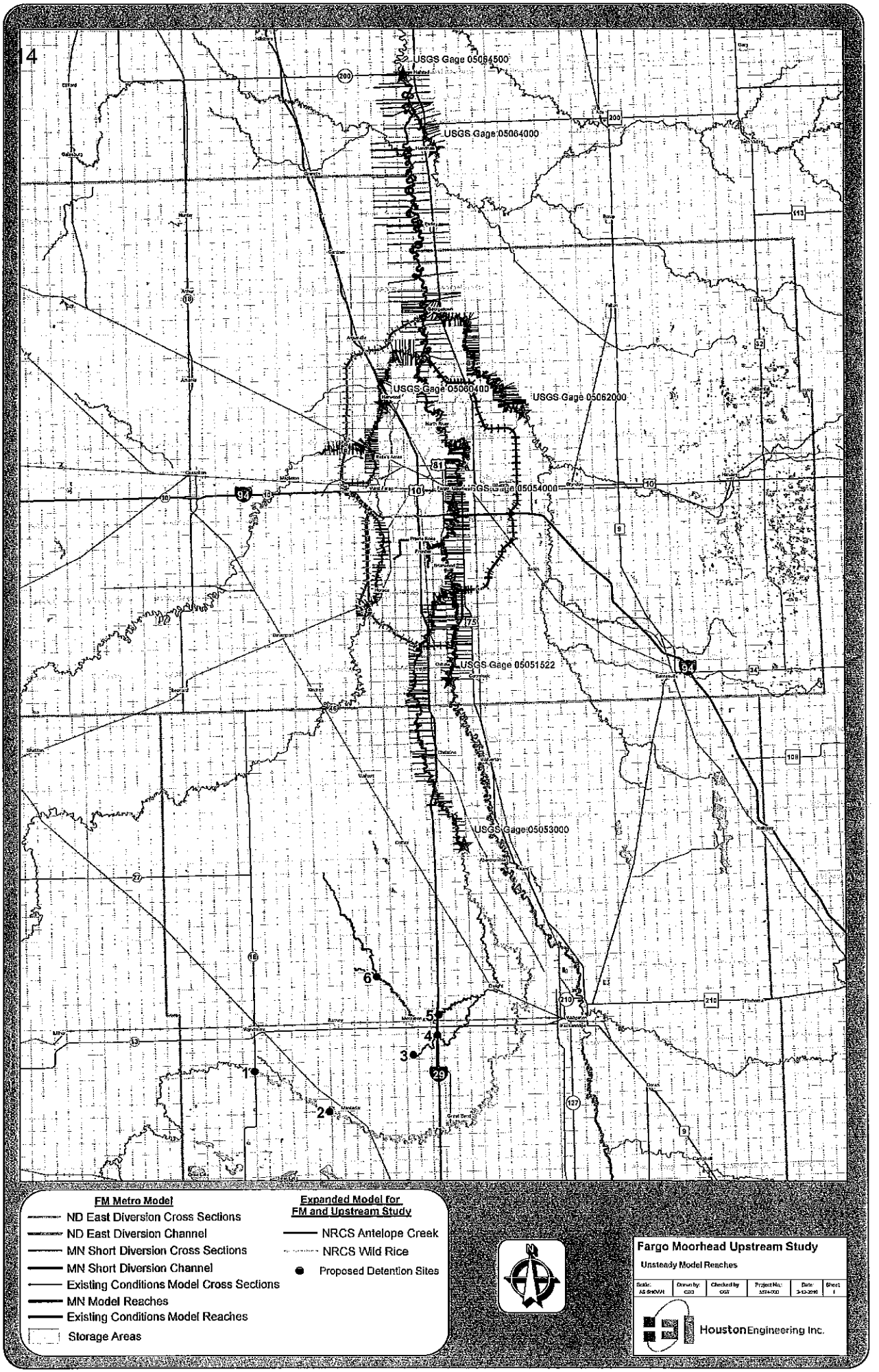
Task 1 - Update HEC-RAS Model geometry for the ND Wild Rice River, Antelope Creek, and the S. Branch of Antelope Creek using the IWI LIDAR. The updated geometry will be geo-referenced and consistent with the unsteady HEC-RAS model developed as part of the FM Metro Flood Control Project.

	Unit	Quantity	Rate	Cost
Engineer II	hr	8	$129.00	$1,032.00
Engineer III	hr	8	$114.00	$912.00
Engineer IV	hr	200	$92.00	$18,400.00
GIS Specialist	hr	16	$82.00	$1,312.00
	Total Task 1=			$21,656.00

Task 2 - Merge Updated model geometry for the ND Wild Rice River, Antelope Creek, and the S. Branch of Antelope Creek with the FM Metro unsteady model geometry and calibrate model to the 2009 flood. Model runs will also be developed for the 1997 flood event, along with the 50-year and 100-year floods per our original contract.

	Unit	Quantity	Rate	Cost
Engineer II	hr	8	$129.00	$1,032.00
Engineer III	hr	80	$114.00	$9,120.00
Engineer IV	hr	8	$92.00	$736.00
GIS Specialist	hr	8	$82.00	$656.00
	Total Task 2=			$11,544.00

TOTAL FOR ALL TASKS = $33,200.00


USGS Gage 05064500
USGS Gage 05064000
USGS Gage 05060400
USGS Gage 05062000
USGS Gage 05054000
USGS Gage 05051522
USGS Gage 05053000
1
2
3
4
5
6
FM Metro Model
ND East Diversion Cross Sections
ND East Diversion Channel
MN Short Diversion Cross Sections
MN Short Diversion Channel
Existing Conditions Model Cross Sections
MN Model Reaches
Existing Conditions Model Reaches
Storage Areas
Expanded Model for FM and Upstream Study
NRCS Antelope Creek
NRCS Wild Rice
Proposed Detention Sites
Fargo Moorhead Upstream Study
Unsteady Model Reaches
Houston Engineering Inc.

2010 FEE SCHEDULE

HoustonEngineering Inc.

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

Engineer I	142.00 per hour
Engineer II	129.00 per hour
Engineer III	114.00 per hour
Engineer IV	92.00 per hour
Engineer V	82.00 per hour
Legislative/Grant Specialist	119.00 per hour
Environmental Scientist I	142.00 per hour
Environmental Scientist II	123.00 per hour
Environmental Scientist III	107.00 per hour
Environmental Scientist IV	92.00 per hour
Environmental Scientist V	82.00 per hour
Designer I	104.00 per hour
Designer II	87.00 per hour
Landscape Architect	92.00 per hour
Planner	92.00 per hour
Land Surveyor I	129.00 per hour
Land Surveyor II	114.00 per hour
Land Surveyor III	92.00 per hour
Land Surveyor IV	82.00 per hour
Construction Observer (Eng.) I	129.00 per hour
Construction Observer (Eng.) II	114.00 per hour
Construction Observer (Eng.) III	92.00 per hour
Construction Observer (Eng.) IV	82.00 per hour
Technician I	82.00 per hour
Technician II	75.00 per hour
Technician III	65.00 per hour
Technician IV	57.00 per hour
GIS Manager	107.00 per hour
GIS Developer	88.00 per hour
GIS Specialist	82.00 per hour
GIS Technician	66.00 per hour

Surveyors:	One-person crew	100.00 per hour
	Two-person crew	124.00 per hour
	Three-person crew	154.00 per hour
	Four-person crew	177.00 per hour
CAD Operator I		82.00 per hour
CAD Operator II		75.00 per hour
CAD Operator III		65.00 per hour
CAD Operator IV		57.00 per hour
Computer Systems Technician		102.00 per hour
Administrative Assistant I		57.00 per hour
Administrative Assistant II		51.00 per hour

Chargeable Expenses

Subsistence	Actual Cost
Travel Vehicles - 2-wheel drive	IRS Standard Mileage Rate
4-wheel drive	IRS Standard Mileage Rate + $0.20 per mile
GPS Equipment	$25.00 per hour per unit
Robotic Total Station	$20.00 per hour
All Terrain Vehicle / Snowmobile / Boat	$15.00 per hour
Long distance telephone, facsimile, overnight mail and postage	Actual Cost
Cost of surveying materials, printing, special equipment, and other materials required for the job	Actual Cost

5

REPORT OF ACTION

UTILITY COMMITTEE

Project No.	WA0901	Type:	GSR #1 and Pump Station Final Design Task Order
Location:	52nd Avenue and 57th Street		
Date of Hearing:	3/03/10		

Routing	Date
City Commission	3/08/10
Project File	

Bruce Grubb, Enterprise Director, presented the attached memo and task order related to the design and construction of a new ground storage reservoir (GSR #1) and associated pumping station. The task order is for final design services and includes the following scope and fee items:

• Project Administration	$ 43,445
• Final Design	$735,480
• Bidding	$ 56,205
Total =	$835,130

The GSR #1 and pump station are included in the Water Distribution System Master Plan and Infrastructure CIP. The facilities are currently scheduled for functional completion in 2011 with a two year construction period. Therefore, due to a limited time frame for design and bidding, a proposal was requested from Advanced Engineering and Environmental Services (AE2S) under their existing General Engineering Services Agreement. The proposal contained a comprehensive scope and fee as follows:

Phase 1 – Preliminary Design	$196,970
Phase 2 – Final Design and Bidding	$835,130
Phase 3 – Construction Inspection and Administration	$ TBD
Phase 4 – Post Construction Administration	$ TBD

The total scope and fee estimates for Phase 1 and Phase 2 represents approximately 6% of the estimated project construction cost.

On August 5, 2009, the Utility Committee approved a Task Order with AE2S for Phase 1 – Preliminary Design and negotiations of a subsequent Task Order for Phase 2 – Final Design and Bidding upon the completion of Phase 1. Therefore, the attached Task Order for Phase 2 has been negotiated between AE2S and Water Utility staff.

On a motion by Mike Williams, seconded by Terry Ludlum, the Utility Committee voted to approve the attached Task Order with AE2S in the amount of $835,130 for final design and bidding services related to the new GSR #1 and pump station.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Dennis Walaker, Mayor	X			
Mike Williams, City Commissioner	X			
Pat Zavoral, City Administrator	X			
Mark Bittner, City Engineer				
Kent Costin, Director of Finance				
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			

ATTEST:

Bruce P. Grubb
Enterprise Director

C: Commissioner Mahoney
Commissioner Wimmer
Commissioner Piepkorn

CITY OF Fargo

FARGO WATER TREATMENT PLANT

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

MEMORANDUM

February 24, 2010

To: Utility Committee

From: Bruce P. Grubb, Enterprise Director BPG

Re: Final Design Task Order – GSR1 and Pump Station

Introduction
In June 2005, the City Commission approved 25-year Master Plans for the City's water distribution system and wastewater collection system. The Master Plan included recommendations for infrastructure improvements in the form of Capital Improvements Plans (CIP) for both the water distribution and wastewater collection systems. A major component of the water distribution system CIP was a 36-inch water transmission line from the Water Treatment Plant to a new Ground Storage Reservoir (GSR1) and related pumping station. The transmission line, GSR1 and pumping station are intended to improve the operational hydraulic grade line on the south end of the water distribution system. At this point, the 36-inch transmission line is scheduled to be completed in 2011. Similarly, the GSR1 and pump station are scheduled for functional completion in 2011.

Background
Due to the schedule for functional completion of the facilities, I requested a letter proposal and task order from Advanced Engineering and Environmental Services (AE2S) for design and construction services under their General Engineering Services Agreement. The letter proposal contained a comprehensive scope and fee estimate for design and construction of the facilities as summarized below:

Phase 1 – Preliminary Design		$ 196,970
Phase 2 – Final Design and Bidding		$ 835,130
Phase 3 – Construction Inspection & Administration		$ TBD
Phase 4 – Post Construction Administration		$ TBD
	Total =	$1,032,100

The total scope and fee estimate for Phase 1 and Phase 2 represented approximately 6% of the estimated construction cost. It was recommended that the Utility Committee approve a Task Order for Phase 1 and allow a negotiations process for a subsequent Phase 2 Task Order upon the completion of Phase 1.

On August 5, 2009, the Utility Committee approved a Task Order with AE2S in the amount of $196,970 for completion of Phase 1 – Preliminary Design and subsequent negotiations for a Phase 2 – Final Design Task Order.

Phase 2 – Final Design and Bidding
Therefore, AE2S and Water Utility staff have negotiated a new Task Order for Phase 2 – Final Design and Bidding. A copy of the Task Order has been attached for your reference. The Task Order includes the following scope and fee services:

- **Project Administration** — **$ 43,445**
  - Project Administration
  - Project Procedures Manual
- **Final Design** — **$735,260**
  - Architectural Treatment Evaluation
  - GSR Design
  - Pump Station Design
  - Site Piping Design
  - 60% Submittal
  - 90% Submittal
  - 100% Submittal
- **Bidding** — **$ 56,405**

TOTAL = $835,130

It is the recommendation of this office that the attached Task Order with AE2S be approved in the amount of $835,130 for Phase 2 – Final Design and Bidding services related to the GSR1 and pump station.

SUGGESTED MOTION
Approve the attached Task Order from AE2S in the amount of $835,130 for Phase 2 – Final Design and Bidding services related to the GSR1 and pump station.

WATER TASK ORDER #33
Between the City of Fargo (Owner)
And
Advanced Engineering and Environmental Services, Inc. (Engineer)

Reference: Standard Form of Agreement Between Owner and Engineer for Professional Services dated August 5, 2009 for the GSR and Pump Station Project, and Amendment #1 dated March 3, 2010.

Task Number:	33	AE2S Project Number:	P00803-2009-01
Task Name:	**Fargo GSR and Pump Station Project – Project Administration, Final Design, and Bidding Phase Services**		
Scope of Services:	Phase 011 – Project Administration Phase		
	Task 01 – Project Administration		
	Task 02 – Project Procedures Manual		
	Phase 040 – Final Design Phase		
	Task 01 – Architectural Treatment Evaluation		
	Task 02 – GSR Design		
	Task 03 – Pump Station Design		
	Task 04 – Site Piping Design		
	Phase 050 – Bidding Phase		
	Task 01 – Pre-Bidding Administration		
	Task 02 – Post-Bidding Administration		

Effective Date: March 2010 Ending Date: July 2010

Engineering Fees: **$835,130**

Description of Services:

This Task Order is for Project Administration, Final Design, and Bidding Phase professional services for the Fargo GSR and Pump Station Project. A detailed scope of services for this Task Order is presented in Amendment #1 to the Owner-Engineer Agreement as referenced in the cover letter proposal for Fargo GSR and Pump Station – Water Utility Task Order #33 – Project Administration, Final Design, and Bidding Phase Services dated July 23, 2009.

Deliverables	Tentative Date
60% Design Submittal	April 2010
90% Design Submittal	May 2010
100% Final Design and Bidding Documents	June 2010
Bid Results and Award Recommendation	July 2010

Approval:

Bruce P. Grubb, PE
City of Fargo

Eric C. Dodds, PE
AE2S

This is **EXHIBIT K**, consisting of one (1) page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated August 5, 2009.

AMENDMENT #1 TO OWNER-ENGINEER AGREEMENT

1. Background Data:

   a. Effective Date of Owner-Engineer Agreement: August 5, 2009

   b. Owner: City of Fargo

   c. Engineer: Advanced Engineering and Environmental Engineering Services, Inc.

   d. Project: GSR and Pump Station Project

2. Nature of Amendment

   ____ Additional Services to be performed by Engineer

   X Modifications to Services of Engineer

   ____ Modifications to Responsibilities of Owner

   X Modifications to Payment to Engineer

   X Modifications to Time(s) for rendering Services

   ____ Modifications to other terms and conditions of the Agreement

3. Description of Modifications

   Attachment 1, "Modifications"

   Appendix 2-A1 to EXHIBIT A, "Project Schedule"

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect. The Effective Date of this Amendment is March 3, 2010 .

OWNER:	ENGINEER:
	Eric C. Dodds
By:	By: Eric C. Dodds
Title:	Title: Operations Manager
Date Signed:	Date Signed: 2/15/10

This is **Attachment 1 to EXHIBIT K**, consisting of __4__ pages, to Amendment No. __1__, dated March 3, 2010.

Modifications

1. Engineer shall perform the following Additional Services:

   None identified for this Amendment.

2. The Scope of Services currently authorized to be performed by Engineer in accordance with the Agreement and previous amendments, if any, is modified as follows:

   Modify Exhibit A to include A1.01 as follows:

   A1.01 Project Administration Phase

   A Engineer shall complete the following scope items originally defined in Appendix 1 to Exhibit A.

   011 – Project Administration Phase
   The services to be provided in the project development phase include project administration and preparation of a project procedures manual. This phase will last the duration of the project.

   Task 01 – Project Administration
   This task includes a variety of administrative activities including supervision and coordination of project team, monitoring of project budget and schedule, invoicing, maintaining a project log of key project decisions, monitoring of City satisfaction, conducting progress meetings and updates, managing document storage and transfer between the project team and the City, and other general administrative tasks.

   Task 02 – Project Procedures Manual
   Prepare a project procedures manual and distribute to all project team members, including the City's project staff. The manual will provide a consolidated and organized set of operational information and critical data that will be used to manage the project activities throughout the life of the project. The manual will include:
   - Project description
   - Project team members and responsibilities, including a project team directory with contact information
   - Scope of work, project schedule, and project budget, including a copy of the professional services agreement
   - Project communication protocols
   - Document control procedures
   - Guidelines for drawings and specifications
   - Quality control and quality assurance procedures
   - Other project guidelines and procedures

   Delete A1.03.A.4. and replace with the following:

   040 – Final Design Phase
   The final design phase will expand on the preliminary design concepts and result in completion of final bidding documents for the GSR and Pump Station Project. One set of bidding documents will be prepared for the GSR and Pump Station Project. For presentation of the scope of services, the final design phase will be split into: (1) GSR Design, (2) Pump Station Design, and (3) Site Piping Design. Key milestones including a 60 percent design submittal, a 90 percent design submittal, and a final bidding document submittal will be completed.

Task 01 – Architectural Treatment Evaluation

Develop two (2) additional alternative architectural treatment concepts for the GSR and Pump Station based on the preliminary design floor plan. Prepare photo-realistic renderings of the alternative architectural treatment concepts and present them to the City. Compare and evaluate the alternative architectural treatments to the original architectural treatment included in the Preliminary Engineering Report, which was based on matching the existing Fargo WTP architecture. Select the preferred architectural treatment for incorporation into the final design for the project.

Task 02 – GSR Design

The GSR design will include preparation of design documents necessary for bidding and construction of the GSR. As noted above, the GSR will be a partially buried, wire-wound, pre-stressed concrete tank with the selected architectural treatment. The GSR will have a flat roof supported by internal columns and placed on a deep pile foundation with a concrete pile cap. The GSR design will include large hatches for future construction of baffle walls to meet disinfection contact-time requirements. An active mixing system will be included in the initial GSR design. The design documents for the GSR will include a site plan including site piping to and from the GSR, project specifications, and other necessary details. The project specifications will be written to require the tank manufacturer to complete the actual tank and foundation design. Additional details regarding the 60 percent, 90 percent, and final bidding document milestones are presented below.

Task 03 – Pump Station Design

The Pump Station design will include preparation of design documents necessary for bidding and construction of the Pump Station. The Pump Station will have flexibility in pumping capacity from approximately 2.6 mgd to an initial firm pumping capacity of 18 mgd. The process design will allow for flexibility to change or add pumping units to result in an ultimate firm pumping capacity of 60 mgd. The pump station will be designed to accommodate a total of six (6) pumps, with four (4) being installed with initial construction. Substructure wall and foundation construction materials will consist of structural concrete and a deep foundation system. The pump station superstructure will consist of a mixture of structural concrete, concrete block, face brick, and other materials. A flat, pre-cast concrete roof with insulation and membrane roofing system will be used. Standing seam roof materials may be used to accent the building and/or to conceal roof mounted mechanical equipment. A chloramination disinfection system using 150 pound gaseous cylinders will be designed to boost the disinfection residual in the finished water that will be re-entering the distribution system. Additional details regarding the 60 percent, 90 percent, and final bidding document milestones are presented below.

Task 04 – Site Piping Design

The Site Piping design will include design of all site piping including a short segment of the 36-inch Transmission Pipeline to the GSR, transfer piping between the GSR and Pump Station, and a short segment of the Tie-Back Pipeline from the Pump Station. The design will include defining pipe alignments, preparing plan and profile drawings, trench details, defining pipeline materials, and preparing project specifications. Additional details regarding the 60 percent, 90 percent, and final bidding document milestones are presented below.

60 Percent Design

The 60 percent design will expand on the preliminary design documents to include:

- 60 percent design 3D model (see description of 60 percent design model below)
- Contract front-end documents (using Engineers Joint Contract Documents Committee (EJCDC) and 16-Division Construction Specification Institute (CSI) format)
- Process system P&ID drawings
- Chemical feed system P&ID drawings
- Site and Grading plan
- General site arrangements and yard piping drawings
- Pipeline plan and profile drawings
- Architectural renderings
- Exterior wall appearance, materials, and construction recommendations
- Architectural wall sections
- Two-dimensional (2D) 60 percent design drawings cut from the 3D model
    - Station plans and sections showing process equipment and piping
    - Architectural plans and sections
    - Structural plans and sections
    - Mechanical plans and sections
    - Electrical plans and sections

- Process equipment specifications and data sheets
- Instrumentation input and output lists
- Instrumentation device schedules
- Opinion of probable construction cost update
- Constructability considerations update
- Project schedule update

For the 60 percent design submittal, the 3D model will include the following:

- Architectural
  - Building structural and exterior masonry
  - Doors and windows
  - All roofing
  - Ceiling systems
  - The level of detail for any administrative, office, restroom or similar areas would need to be further defined and negotiated
- Building Substructure and Superstructure Structural
  - Concrete beams, columns, walls, suspended slabs, stairs, slabs-on grade, and foundations
  - Structural beams, columns, bracing, stairs, girders and bar joists
  - Steel or aluminum platforms
  - Concrete pipe supports and equipment pads (interior and exterior)
  - Bar grating, checker plate, and hatches
  - Railings
- Mechanical/Process
  - Major process equipment
  - Process piping and valves, 6-inch and larger, and all associated appurtenances with accurate laying length
  - Chemical feed systems and equipment
- HVAC/Plumbing
  - All ductwork, equipment, and 4-inch and larger water supply pipe that is exposed within structures
  - Plumbing: large/significant equipment (backflow preventers, water heaters, hose reels, water storage tanks, water and gas meters), fixtures not shown by Architectural (water closets, urinals, lavatories, service sinks, emergency eyewashes, emergency showers, floor drains, funnel receptors, and roof drains)
- Electrical, Instrumentation, and Control
  - Power distribution equipment operating at 480V 3-phase and above
    - Emergency power system
    - Switchboard and switchgear
    - Motor Control Centers
    - Variable frequency drives
    - Panel boards
    - Transformers
    - Secondary unit substations
  - Major process equipment control panels
  - Major control system equipment – PLC cabinets and HMI consoles
- Site Plan
  - Site plan with 3D ground surface topography
  - Structures represented by 3D blocks

A design review workshop will be conducted with key City staff, including water utility operators to thoroughly review the 60 percent design submittal. Similarly to the preliminary design workshop, this workshop will include a virtual tour though the 3D model of the GSR and Pump Station. The goal of the workshop will be to cover specific technical issues, facilitate discussion and feedback, and develop a consensus upon which final design decisions can be based.

90 Percent Design

This task will consist of the work items to continue refining the project documents towards final completion. The City's comments obtained during review of the 60 percent design documents will be incorporated into the design documents. The drawings, details, notes, and appurtenances will be further refined during this task and the

specifications will be completed in more detail. The 90 percent design documents will be submitted to the City's project team, the City's building inspections department, and local utility companies (if necessary) for review. The opinion of total project cost will be updated as well as the anticipated project schedule. Upon completion of the deliverables for this task, a review meeting will be scheduled with City of Fargo representatives to review the documents and obtain comments for revisions.

A third design review workshop will be conducted with key City staff, including water utility operators to thoroughly review the 90 percent design submittal. This workshop will also include a virtual tour though the 3D model of the GSR and Pump Station.

100 Percent Design

These submittals will be used as the bidding documents and include or address 90 percent review comments, as appropriate. The 100 percent bidding document deliverables are as follows:

- Final review set of drawings for the GSR and Pump Station, signed as appropriate
- Final review set of specifications and construction contract documents for the GSR and Pump Station, signed as appropriate
- Final digital 3D model of GSR and Pump Station Project
- Opinion of probable construction cost update

Prepare and submit an electronic copy (.pdf) and four (4) sets of final signed and sealed 100 percent bidding documents to the City of Fargo for review. Also submit three (3) copies of the Bidding Documents to the North Dakota Department of Health (NDDH) for review and approval. One (1) approved copy will be retained by the NDDH, one (1) approved copy will be retained by the Owner, and one (1) approved copy will be retained by the Engineer. Meet with City of Fargo representatives to discuss review comments, if any, from regulatory agencies.

3. The responsibilities of Owner are modified as follows:

None identified for this Amendment.

4. For the Additional Services or the modifications to services set forth above, Owner shall pay Engineer the following additional or modified compensation:

Amend C2.01.A.1. as follows:

1. An increased Lump Sum amount of $ 835,130 for Project Administration Phase, Final Design Phase, and Bidding and Negotiating Phase services based on the following assumed distribution of compensation, bringing the total Lump Sum amount to $ 1,032,100 .

a. Project Administration Phase	$ 43,445
b. Preliminary Design Phase	$ (196,970 included in Original Agreement)
c. Final Design Phase	$ 735,480
d. Bidding and Negotiating Phase	$ 56,205
e. Construction Administration Phase	$ NA (see C2.02)
f. Construction Field Services Phase	$ NA (see C2.04)
g. Post-Construction Phase	$ NA (see C2.02)
h. I&C Development Phase	$ TBD
i. I&C Field Services Phase	$ NA (see C2.04)

5. The schedule for rendering services is modified as follows:

Delete Appendix 2 to Exhibit A and replace with the attached Appendix 2-A1 to Exhibit A.

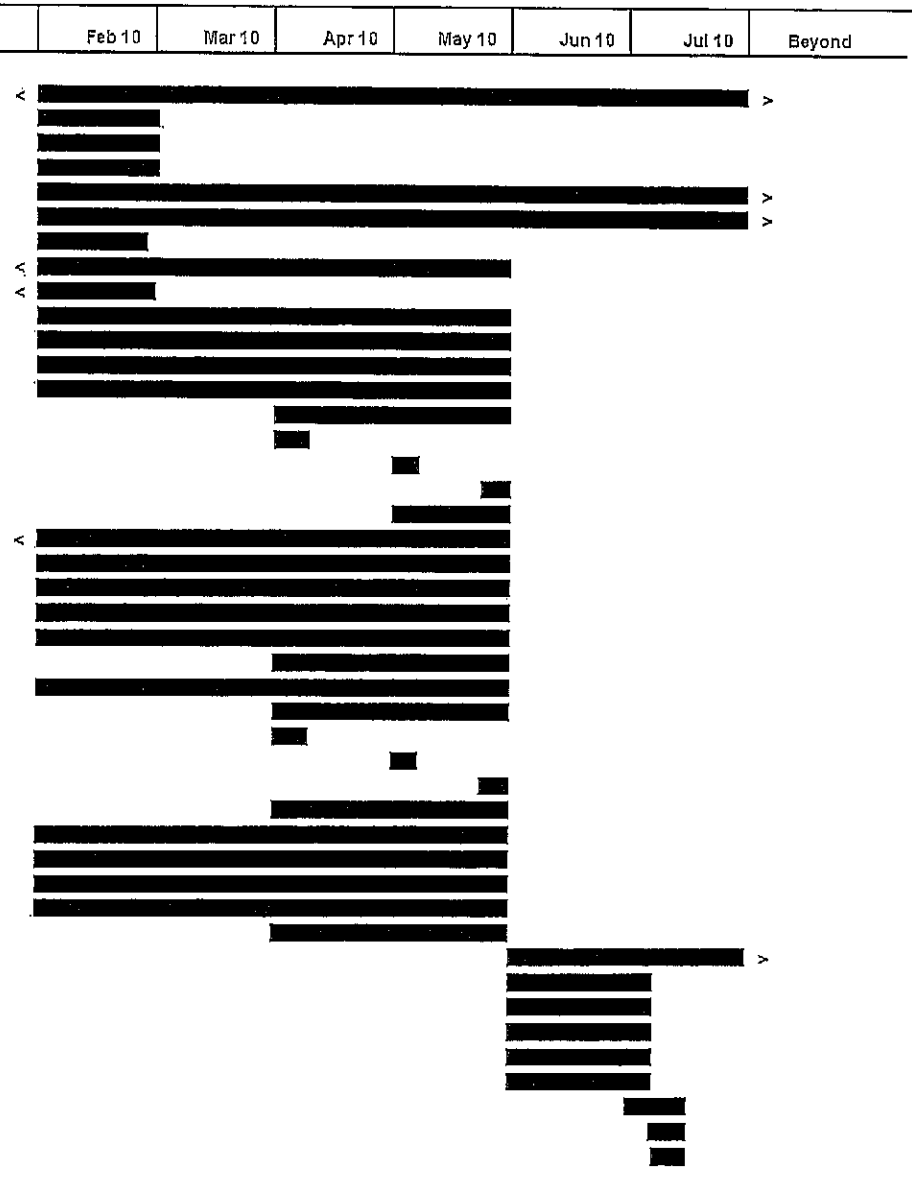
6. Other portions of the Agreement (including previous amendments, if any) are modified as follows:

None identified for this Amendment.

This is Appendix 2-A1 to EXHIBIT A, consisting of one (1) page, referred to in and part of the Agreement between Owner and Engineer for Professional Services dated August 5, 2009.

Project Schedule

Task	Start	End
Plan Number: R00803-2009-01 Fargo GSR & Pump Station - Design & Bidding		
Fargo GSR and Pump Station	1/20/10	1/29/13
WIP Recovery	2/1/10	3/1/10
South Side Facility Plan	2/1/10	3/1/10
Preliminary Design Scoping	2/1/10	3/1/10
Project Administration	2/1/10	8/31/12
Project Management	2/1/10	8/31/12
Project Procedures Manual	2/1/10	2/26/10
Final Design	1/20/10	5/31/10
Architectural Treatments Evaluation	1/20/10	2/26/10
GSR Design	2/1/10	5/31/10
Design Coordination	2/1/10	5/31/10
Site Design	2/1/10	5/31/10
Reservoir Design	2/1/10	5/31/10
Design Review Workshops	4/1/10	5/31/10
60% Review Workshop	4/1/10	4/9/10
90% Review Workshop	5/1/10	5/7/10
100% Review Meeting	5/24/10	5/31/10
QA/QC	5/1/10	5/31/10
Pump Station Design	1/20/10	5/31/10
Design Coordination	2/1/10	5/31/10
Site Design	2/1/10	5/31/10
Process Design	2/1/10	5/31/10
Structural Design	2/1/10	5/31/10
Electrical Design	4/1/10	5/31/10
I&C Design	2/1/10	5/31/10
Design Review Workshops	4/1/10	5/31/10
60% Review Workshop	4/1/10	4/9/10
90% Review Workshop	5/1/10	5/7/10
100% Review Meeting	5/24/10	5/31/10
QA/QC	4/1/10	5/31/10
Architectural & Mechanical Design	2/1/10	5/31/10
Site Piping Design	2/1/10	5/31/10
Design Coordination	2/1/10	5/31/10
Site Piping	2/1/10	5/31/10
QA/QC	4/1/10	5/31/10
Bidding	6/1/10	1/11/11
Pre-Bidding Administration	6/1/10	7/7/10
Plan and Spec Reproduction	6/1/10	7/7/10
Interpretations and Clarifications	6/1/10	7/7/10
Plan Holder Management	6/1/10	7/7/10
Bidding Admin and Opening	6/1/10	7/7/10
Post-Bidding Administration	7/1/10	7/16/10
Bid Review	7/7/10	7/16/10
Award Recommendation and Notice	7/8/10	7/16/10



REPORT OF ACTION

UTILITY COMMITTEE

Project No.	5726	Type:	Change Order No. 6 Anderson Lift Station, Lift Station #25 and Force Main
Location:	Chemical Injection Station (25th Street and 30th Avenue South)		
Date of Hearing:	3/03/10		

Routing	Date
City Commission	3/08/10
Project File	

Brenda Derrig, Senior Engineer, presented the attached memo and Change Order No. 6 for Project 5726. The change order is for completing the installation and startup of equipment upgrades at the Chemical Injection Station (liquid-phase sulfide control).

Ulteig Engineers previously completed an Odor Control Master Plan which contained recommendations for strategically based liquid-phase and vapor-phase sulfide treatment equipment. All of the recommendations were able to be incorporated into the various 45th Street Interceptor sewer projects, with the exception of two locations. Therefore, a change order was requested from John T. Jones Construction, Inc. under their existing construction contract 5726 to complete the final two Master Plan recommendations. Change Order No. 6 includes the following additional installation and startup work related to one of the two remaining recommendations:

Chemical Injection Station Liquid-Phase Equipment Upgrades	$100,933.00

A summary of the construction contract and change orders is shown below:

Original Contract Amount	$10,025,000
Change Order No. 1	$ 19,069
Change Order No. 2	$ 5,591
Change Order No. 3	$ 7,760
Change Order No. 4	$ 25,436
Change Order No. 5	$ 68,066
Change Order No. 6	$ 100,933
Current Contract Amount	$10,251,855 (2.3%)

On a motion by Mark Bittner, seconded by Jim Hausauer, the Utility Committee voted to approve Change Order No. 6 in the amount of $100,933 with John T. Jones Construction Company, Inc. for Project 5726.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Dennis Walaker, Mayor	X			
Mike Williams, City Commissioner	X			
Pat Zavoral, City Administrator	X			
Mark Bittner, City Engineer	X			
Kent Costin, Director of Finance				
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			
Ben Dow, Public Works Operations Manger	X			

ATTEST:

Bruce P. Grubb
Enterprise Director

C: Commissioner Mahoney
Commissioner Wimmer
Commissioner Piepkorn

CITY OF Fargo

ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

March 2, 2010

To: Utility Committee

From: Brenda E. Derrig, Senior Engineer

Re: Change Orders for Project #5726 –John T. Jones Construction Co.

John T. Jones was awarded the contract for Project #5726 Sanitary Sewer Collection System Improvements in the amount of $10,025,000.00. This included upgrading lift station 25, installing sanitary sewer force main, and the construction of the Anderson Lift Station. This project is part of the CWSRF loan. Change Order #1, 2, 3, 4, and 5 were previously approved for the amount of $125,922.00 (1.3% of the original contract).

In September, 2009 the Utility Committee approved Ulteig to move forward with negotiating the modifications to the chemical injection station with John T. Jones. This was based on an engineer's estimate of $76,000. We have negotiated with the contractor and are at $100,933.00. Ulteig has extensively reviewed the quote and feels it is accurate.

REPORT OF ACTION

UTILITY COMMITTEE

Project No. 5726

Type: Change Order No.4
Chemical Injection Station
Modifications

Location: 30th Avenue South and 25th Street

Date of Hearing: 9/02/09

Routing	Date
City Commission	
Project File	

Bruce Grubb, Enterprise Director, presented the attached memo and supporting documentation related to recommended improvements to the City's existing chemical injection station at 30th Avenue South and 25th Street. Currently, the injection station provides chemical (ferrous chloride) treatment to the West Side Interceptor sewer to control odors and corrosion. However, once the new 45th Street Interceptor sewer is complete, sanitary flow from the injection station will be rerouted through the 45th Street Interceptor. Therefore, modifications to the chemical feed pumps, controls and appurtenances have been recommended to meet the diurnal flow requirements of the 45th Street Interceptor both near term and long term. The engineers estimate for completing the modifications is $76,000.

Since odor control facilities were include in the $64 M Clean Water SRF loan (45th Street Interceptor), it is the recommendation of staff that a change order to Project 5726 (Anderson Lift Station, Lift Station 25 and Force Main) be negotiated with John T. Jones Construction Co. for completion of the injection station modifications.

On a motion by Mark Bittner, seconded by Pete Bilstad, the Utility Committee voted to approve a negotiated Change Order No. 4 with John T. Jones Construction Co. (Project 5726) for modifications to the City's existing chemical injection station.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Dennis Walaker, Mayor	X			
Mike Williams, City Commissioner	X			
Pat Zavoral, City Administrator	X			
Mark Bittner, City Engineer	X			
Kent Costin, Director of Finance				
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

Item 6

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

MEMORANDUM

August 25, 2009

To: Utility Committee

From: Bruce P. Grubb, Enterprise Director BPG

Re: Change Order No. 4 – Project 5726
Chemical Injection Station Modifications

Attached, please find a copy of a memo from Ulteig Engineers regarding proposed modifications to the City's existing ferrous chloride injection station located at 30th Avenue South and 25th Street. As you may recall, the City hired Ulteig Engineers to complete an Odor and Corrosion Control Master Plan (Project 5808) for the wastewater collection system. A component of the Master Plan control strategy is the continued use of ferrous chloride to tie up dissolved sulfides in the wastewater collection system. Currently, the ferrous chloride injection station (30th Avenue South and 25th Street) provides chemical treatment to the West Side Interceptor. However, once the new 45th Street Interceptor is complete, the existing injection station will be providing chemical treatment to the new interceptor rather than the West Side Interceptor. Thus, the new Anderson Lift Station design incorporated new chemical injection facilities to treat wastewater in the West Side Interceptor.

As such, a number of upgrade modifications were recommended for the existing injection station. The upgrades include modifications to the chemical feed pumps, controls and appurtenances necessary to more efficiently inject ferrous chloride based on diurnal requirements. The total estimated cost for the injection station upgrade modifications is $76,000.

Since odor control facilities and improvements were included in the $64M SRF loan for the new 45th Street Interceptor, it is our recommendation that the upgrade modifications to the existing ferrous chloride injection station be accomplished through a change order to project 5726 (Anderson Lift Station, Lift Station #25 and Forcemain). Therefore, we request Utility Committee approval to negotiate a change order (No.4) to Project 5726 with John T. Jones for upgrade modifications to the City's ferrous chloride injection station. The negotiated change order would be forwarded to the City Commission for formal approval.

Your consideration in this matter is greatly appreciated.

SUGGESTED MOTION:
Approve change order negotiations to Project 5726 with John T. Jones Construction Co. for upgrade modifications to the existing ferrous chloride injection station. The negotiated change order will be forwarded to the City Commission for formal approval.

Ulteig

Energy | Water | Built-Environment

August 26, 2009

Bruce Grubb, PE
City of Fargo
435 14th Ave S
Fargo, ND 58103

Subject: Fargo Sanitary Collection System Improvements – Project #5726
Chemical Injection Station Improvements

Dear Mr. Grubb,
As outlined in the collection system Master Plan, the current Odor Control Injection Station, located at 30th Ave S. and 25th St., will serve as the primary source for odor and corrosion control in the new 45th Street Forcemain and 60" Interceptor. During the review of the injection station, it was noted that the current equipment does not have the capability to diurnally control the application of chemical to the system. The equipment should be replaced to more efficiently control chemical injection. This action will more effectively control odors, prevent overdosing and reduce the rate of chemical consumption, resulting in a chemical cost savings for the City of Fargo. Based on the preliminary opinion of cost for the Injection Station improvements, the simple payback period is estimated at three to five years.

Ulteig recommends that the existing chemical pumps, control panel, piping and ancillary equipment be removed and replaced. The attached engineer's opinion of cost and plan sheets are presented for your review and approval. Because the Injection Station directly impacts the operation of Lift Station #60, we further recommend that the improvements be pre-approved as a Change Order to Job #5726 so that construction activities may progress.

Please feel free to contact me with any questions you may have. Thank you.

Sincerely,
Ulteig Engineers, Inc.

Timothy J. Paustian, PE
Project Manager

Cc: Brenda Derrig, PE – City of Fargo
Tom Welle, PE – Ulteig Engineers, Inc.
Seth Lynne, PE – Ulteig Engineers, Inc.

Ulteig engineers

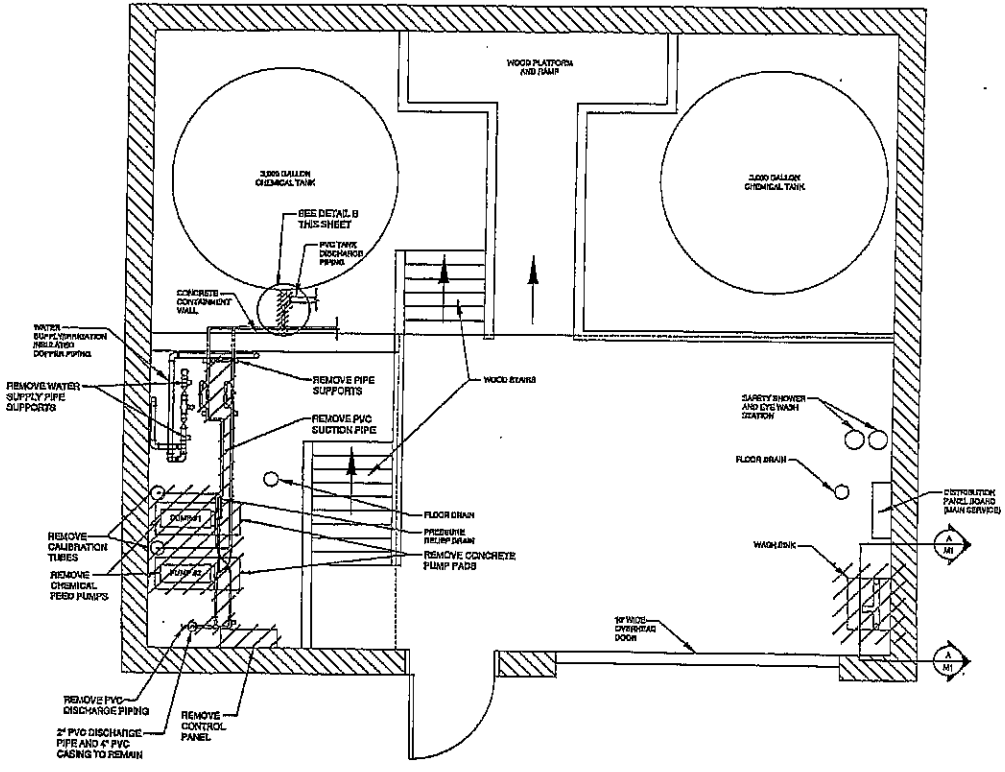
Get the job done right

Preliminary Opinion of Probable Costs
Sanitary Sewer System Improvements
Odor Control - 30th Ave Injection Station Improvements
City of Fargo, North Dakota
UEI Project # 107.0947

No	Item	Unit	Quantity		Unit Cost		Extended Costs
1	General Conditions (5%)	LS	1	$	3,400.00	$	3,400.00
2	Division 2 - Site Work	LS	1	$	5,000.00	$	5,000.00
3	Division 3 - Concrete	LS	1	$	-	$	-
4	Division 4 - Masonry	LS	1	$	-	$	-
5	Division 5 - Metals	LS	1	$	-	$	-
6	Division 6 - Carpentry	LS	1	$	-	$	-
7	Division 7 - Thermal & Moisture Protection	LS	1	$	-	$	-
8	Division 8 - Doors & Windows	LS	1	$	-	$	-
9	Division 9 - Finishes	LS	1	$	-	$	-
10	Division 10 - Specialties	LS	1	$	-	$	-
11	Division 11 - Equipment	LS	1	$	36,000.00	$	36,000.00
12	Division 12 - Furnishings	LS	1	$	-	$	-
13	Division 13 - Special Construction	LS	1	$	-	$	-
14	Division 14 - Conveying Systems	LS	1	$	-	$	-
15	Division 15 - Mechanical	LS	1	$	3,000.00	$	3,000.00
16	Division 16 - Electrical	LS	1	$	23,500.00	$	23,500.00
17	Undeveloped Design Details (2%)	LS	1	$	1,400.00	$	1,400.00
					Construction Subtotal	$	72,300.00
	Contingency (5%)					$	4,000.00
					Total Construction Costs	$	76,000.00

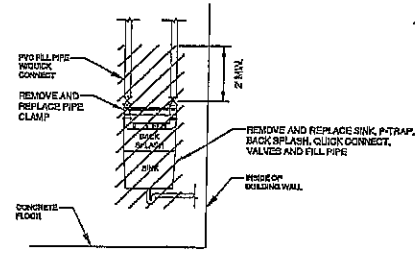
CITY OF Fargo

Issue	Date	Description	By



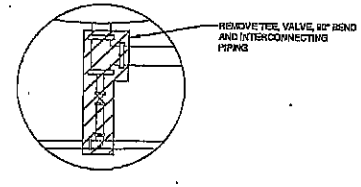
PLAN VIEW - MAIN LEVEL

SCALE 1" = 2'-0"



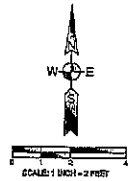
SECTION VIEW - A

SCALE 1" = 2'-0"



DETAIL - B

NO SCALE



Ulteig

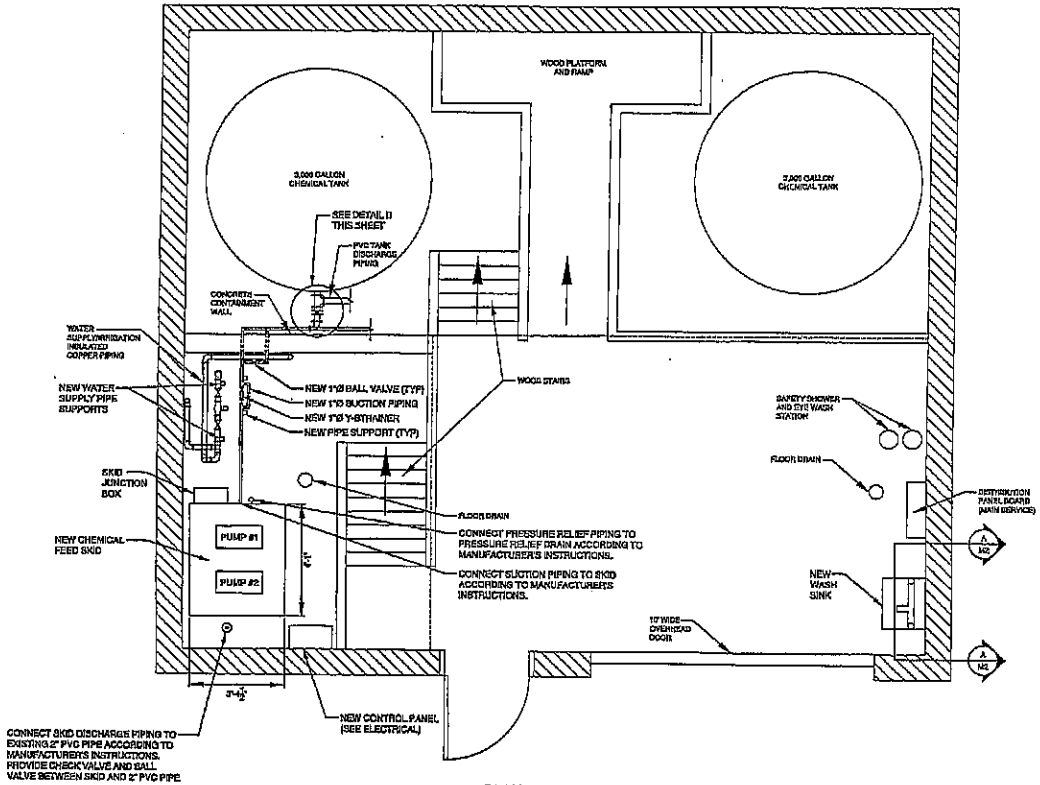
Dunseith • Denver • Devils Lake • Fargo • Minneapolis • Sioux Falls
3350 34th Avenue South
Fargo, North Dakota 58104
Phone: 701.280.6500 Fax: 701.280.9708
Web: www.ulteig.com
Drawn By: Scott W.
Checked By: Beth L.
Approved By: Tim P.

DEMOLITION CHEMICAL INJECTION STATION MAIN LEVEL
CITY OF FARGO #5726
FARGO, NORTH DAKOTA

Project Number: 107.0017
Date: AUG. 21, 2009
Sheet#: M1 of 10

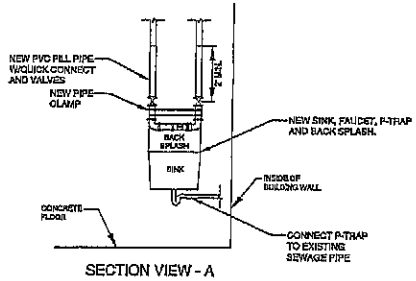
M1

PRELIMINARY



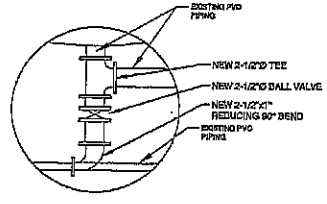
PLAN VIEW - MAIN LEVEL

SCALE 1" = 2'-0"



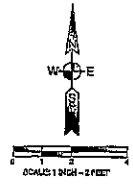
SECTION VIEW - A

SCALE 1" = 2'-0"



DETAIL - B

NO SCALE



CITY OF Fargo

Issue	Date	Description	By

GENERAL NOTES

1. ALL CHEMICAL PIPING, FITTINGS AND VALVES SHALL BE SCH 80 PVC. PIPE BONDING PRODUCTS MUST BE COMPATIBLE WITH 30%-35% FEED SOLUTION.
2. ALL PIPE SUPPORTS, CLAMPS AND HARDWARE SHALL BE TITANIUM.

Ulteig

Bismarck • Dickinson • Detroit Lakes • Fargo • Minneapolis • Sioux Falls
3350 38th Avenue South
Fargo, North Dakota 58104
Phone: 701.293.8500 Fax: 701.293.8720
Web: www.ulteig.com
Drawn By: Scott W.
Checked By: Seth L.
Approved By: Tim P.

PROPOSED CHEMICAL INJECTION STATION MAIN LEVEL
CITY OF FARGO #5726
FARGO, NORTH DAKOTA

Project Number: 107.0947
Date: AUG. 21, 2009
Sheet #: M1 of XX

M2

PRELIMINARY

(u)

REPORT OF ACTION

UTILITY COMMITTEE

Project No. 5729

Type: Change Order No. 4 – Part A
45th Street Interceptor Forcemain

Location: 45th Street from 9th Avenue South to 19th Avenue North

Date of Hearing: 3/03/10

Routing	Date
City Commission	3/08/10
Project File	

Brenda Derrig, Senior Engineer, presented the attached memo and Change Order No. 4 – Part A to Project 5729. The change order is for additional miscellaneous work items as detailed below:

Description		**Cost**
Two 36″ PVC Sleeves to facilitate forcemain connection		$ 7,397.26
Raise plug valve manhole 3 – 10 and regrade		$ 3,272.50
	Total =	$10,669.76

On a motion by Bruce Grubb, seconded by Mark Bittner, the Utility Committee voted to approve Change Order No. 4 – Part A in the amount of $10,669.76 with Riley Brothers Construction, Inc. for Project 5729.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Dennis Walaker, Mayor	X			
Mike Williams, City Commissioner	X			
Pat Zavoral, City Administrator	X			
Mark Bittner, City Engineer	X			
Kent Costin, Director of Finance				
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			
Ben Dow, Public Works Operations Manger	X			

ATTEST:

Bruce P. Grubb
Enterprise Director

C: Commissioner Mahoney
Commissioner Wimmer
Commissioner Piepkorn

Item 2

CITY OF Fargo

ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

February 22, 2010

To: Utility Committee

From: Brenda E. Derrig, Senior Engineer Brenda E. Derrig

Re: Change Order for Project #5729 –Riley Brothers Construction, Inc.

Riley Brothers was awarded the contract for Project #5729, which included the Drain 40 improvements and the force main installation on 45th Street, 9th Ave. South to 19th Ave. North in the amount of $8,418,563.82. The Utility Committee previously approved Change Order No. 1, 2, and 3 for Part A (force main installation) and Change Order No. 1 and 2 for Part B (Drain #40 Improvements) for a total contract increase of $72,806.30.

Attached you will find Change Order No. 4, Part A related to the force main installation in the amount of $10,669.76. This change order includes costs for extra pvc sleeves needed due to constructability issues and grading items related to the realignment of the piping at 19th Avenue North. Change Order No. 4, Part A will be funded by State Revolving Funds. The total change order increase, including No. 4, Part A represent 1% of the total construction cost.

I recommend that the Utility Committee approve Riley Brothers' Change Order No. 4, Part A in the amount of $10,669.76.

CONTRACT CHANGE ORDER, PART A, NO. 4
Improvement District #5729
Sanitary Forcemain, Drain 40 Improvements and Incidentals
45th Street (9th Avenue South to 19th Avenue North)

Proj. No. 14145
Date 1/29/2010
State ND
County Cass

Owner City of Fargo

To Riley Bros. Construction, Inc.
(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

DESCRIPTION OF CHANGES (Supplemental Plans & Spec. attached)				DECREASE in Contract Price	INCREASE in Contract Price
Items	***Unit***	***Quantity***	***Unit Price***		
1. 36" PVC Sleeve	EA	2	$3,698.63		$7,397.26
2. Regrading S-10	LS	1	$3,272.50		$3,272.50
					10,669.76
TOTALS				$	$ 10,669.76
NET CHANGE IN CONTRACT PRICE				$	$ 10,669.76

JUSTIFICATION
See attached justification sheet.

The Amount of the Contract will be (Decreased) (Increased) by The Sum of: Dollars $ 10,669.76

The Contract Total including this and previous Change Orders Will Be: Dollars $

TIME FOR COMPLETION
The Contract Period Provided for Completion Will Be (Changed) (Unchanged) (Decreased)
The Completion Date shall be (Changed) (Unchanged)

This document will become a supplement to the contract and all provisions will apply hereto.

Requested City of Fargo (Owner) (Date)

Recommended Brett O. Bailey Moore Engineering Inc. (Engineer) 1-27-2010 (Date)

Accepted Chris Riley Riley Bros. Construction, Inc. (Contractor) 2-4-2010 (Date)

CONTRACT CHANGE ORDER, PART A, NO. 4
Improvement District #5729
Sanitary Forcemain, Drain 40 Improvements and Incidentals
45th Street (9th Avenue South to 19th Avenue North)

Justification for Change Order Items

Item 1 – 36-inch PVC sleeve:

36-inch diameter PVC sleeves were installed at Stations 68+78 and 74+78. These sleeves allowed for connection of the forcemain on both sides of the 45th Street bore.

Item 2 – Regrading S-10:

The 36-inch PVC forcemain was originally to extend to the north side of 19th Avenue North and connect to a vortex manhole, which was the beginning of the 60-inch diameter gravity pipe for Fargo Project 5728. Project 5728 was changed so that the vortex manhole and associated 60-inch gravity pipe were placed on the south side of 19th Ave N. Plug valve manhole S-10 was raised so that its elevation matched the vortex manhole and so that both structures could use the same gravel maintenance access road.

CONTRACT CHANGE ORDER, PART A, NO. 4
Improvement District #5729
Sanitary Forcemain, Drain 40 Improvements and Incidentals
45th Street (9th Avenue South to 19th Avenue North)

Change Order A-4 Special Instructions

Item 1 – 36" PVC Sleeves:

The pay item shall include all labor, equipment and material needed to furnish and install a 36-inch PVC sleeve. The sleeve shall be DR 25 PVC pipe with a pressure rating of 165 PSI. It must meet AWWA C905 specifications. The joints shall be Reiber type joints meeting the requirements of ASTM 3139 with the gaskets meeting ASTM F4777. Sleeves shall be hydrostatically pressure tested with the forcemain.

Item 2 – Regrading S-10:

The pay item shall include all labor, equipment and material needed to raise the top of plug valve manhole S-10. The pay item shall include importing clay and class 5 gravel around S-10 and compacting to 95% Standard Proctor Density. The upper eight inches of the maintenance access road shall have eight inches of class 5. The bottom of the drainage ditch shall be rerouted around the south side of S-10 and drain toward the west.

U

REPORT OF ACTION

UTILITY COMMITTEE

Project No. 5798

Type: Change Order No. 9
Sanitary Lift Station 19 Replacement

Location: 25th Street and 17th Avenue South

Date of Hearing: 3/03/10

Routing	Date
City Commission	3/08/10
Project File	

Brenda Derrig, Senior Engineer, presented the attached memo and Change Order No. 9 related to wastewater infrastructure project 5798. The change order encompasses eleven items of extra work as detailed in the attached change order summary spreadsheet. The total amount of Change Order No. 9 is $15,354.52.

On a motion by Bruce Grubb, seconded by Mike Williams, the Utility Committee voted to approve Change Order No. 9 in the amount of $15,354.52 with Industrial Contract Services for Project 5798.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Dennis Walaker, Mayor	X			
Mike Williams, City Commissioner	X			
Pat Zavoral, City Administrator	X			
Mark Bittner, City Engineer	X			
Kent Costin, Director of Finance				
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			
Ben Dow, Public Works Operations Manger	X			

ATTEST:

Bruce P. Grubb

Bruce P. Grubb
Enterprise Director

C: Commissioner Mahoney
Commissioner Wimmer
Commissioner Piepkorn

CITY OF Fargo

ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@ci.fargo.nd.us

July 28, 2009

To: Utility Committee

From: Brenda E. Derrig, Senior Engineer Brenda E. Derrig

Re: Change Orders for Project #5798 –Industrial Contract Services, Inc.

Industrial Contract Services was awarded the contract for Project #5798 Lift Station #19 Replacement and Incidentals last September. The Utility Committee approved Change Orders #1-7 for a total cost of $46,816.22 (2.8% of original contract). Change Order #8 was covered by Kadrmas Lee and Jackson.

The lift station is operational, with concrete paving and landscaping to be completed in the spring along with the demolition of the old lift station. Change Order #9 encompasses eleven changes that we have encountered during the project.

The total amount of this change order is $15,354.52. $11,354.32 will paid with sanitary sewer funds and $4,000.20 will be paid with street rehabilitation funds.

I recommend that the Utility Committee approve Change Order #9 for Industrial Contract Services in the amount of $15,354.52.

Kadrmas
Lee &
Jackson
Engineers Surveyors
Planners

March 1, 2010

Ms. Brenda Derrig, PE
Senior Engineer
City of Fargo
Engineering Department
200 North 3rd Street
Fargo, ND 58102

Re: Lift Station # 19, Project # 5798

Dear Ms. Derrig:

Please find attached Change Order #9 for the above referenced project.

I have reviewed these documents and recommend approval of the Change Order items.

If you have any questions please contact me.

Sincerely,

Kadrmas, Lee & Jackson, Inc.

Paul H. King, PE
Project Manager

Phk: 50408100

Enclosure Change Order # 9

218 287 0300
1505 S 30th Avenue
PO Box 96
Moorhead, MN 56561-0096
Fax 218 287 6313
www.kljeng.com
Kadrmas, Lee & Jackson, Inc.
A *KLJ Solutions Company*

Sanitary Lift Station #19 Replacement & Incidentals - CHANGE ORDER NUMBER 9

Project Number 5798

ICS Job Number 623

CHANGE ORDER NUMBER 9 - MISC. CHANGES THROUGHOUT PROJECT

SECTION	DESCRIPTION	QUANTITY	UNIT	LABOR UNIT	LABOR TOTAL	MATERIAL UNIT	MATERIAL TOTAL	SUBCONTRACT UNIT	SUBCONTRACT TOTAL	EQUIPMENT UNIT	EQUIPMENT TOTAL	OTHER UNIT	OTHER TOTAL	SUBTOTAL	10% OH & PROFIT SUB WORK	25% OH & PROFIT OWN FORCES	TOTAL
009	Change Request 009 - Repair & Replace Irrigation System at Church																
	Quote From S&S Landscaping	1	LS		$0.00		$0.00	$1,850.88	$1,850.88		$0.00		$0.00	$1,850.88	$185.09	$0.00	$2,035.97
	Repair Ruts, Install Sod, & Replace Irrigation Head - Neighbors Yard	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	Repair & Replace Irrigation System @ Latter Day Saints Church	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
010	Change Request 010 - Additional Traffic Control & Barriers Per City																
	Labor to Install Additional Barriers	10	Mhrs	$35.00	$350.00		$0.00		$0.00		$0.00		$0.00	$350.00	$0.00	$87.50	$437.50
	Additional Barriers Install by Northstar Safety	1	LS		$0.00		$0.00	$935.00	$935.00		$0.00		$0.00	$935.00	$93.50	$0.00	$1,028.50
	Barrier Materials	1	LS		$0.00	$398.58	$398.58		$0.00		$0.00		$0.00	$398.58	$0.00	$99.65	$498.23
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
011	Change Request 011 - Additional Rebar																
	Add Rebar At Top of Wall for Slab	1	LS		$0.00	$140.00	$140.00		$0.00		$0.00		$0.00	$140.00	$0.00	$35.00	$175.00
	Add Dowels for Center Wall	1	LS		$0.00	$150.00	$150.00		$0.00		$0.00		$0.00	$150.00	$0.00	$37.50	$187.50
	Add Rebar for Pump Bases	1	LS		$0.00	$75.00	$75.00		$0.00		$0.00		$0.00	$75.00	$0.00	$18.75	$93.75
	All Labor (4hrs Top Wall, 8hrs Dowels, 1hr Pump Bases	13	Mhrs	$35.00	$455.00		$0.00		$0.00		$0.00		$0.00	$455.00	$0.00	$113.75	$568.75
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
012	Change Request 012 - NOT USED																
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
013	Change Request 013 - NOT USED																
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
014	Change Request 014 - Air Bleeders for Pumps																
	Misc. Materials (3 Ea - Ball Valves, Nipple, Plug)	1	LS		$0.00	$20.18	$20.18		$0.00		$0.00		$0.00	$20.18	$0.00	$5.05	$25.23
	All Labor	4	Mhrs	$35.00	$140.00		$0.00		$0.00		$0.00		$0.00	$140.00	$0.00	$35.00	$175.00
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
015	Change Request 015 - Relocate Hose Bib																
	Wall Hydrant	1	LS		$0.00	No Charge	$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	Hose Bib Supports	1	LS		$0.00	No Charge	$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	Misc. Plumbing Supplies, Copper, Elbows, Etc.	1	LS		$0.00	$85.00	$85.00		$0.00		$0.00		$0.00	$85.00	$0.00	$21.25	$106.25
	All Labor	4	Hrs	$35.00	$140.00		$0.00		$0.00		$0.00		$0.00	$140.00	$0.00	$35.00	$175.00
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
016	Change Request 016 - Repair City Damaged Fence																
	Labor to Remove & Reinstall City Damaged Fence	33	Mhrs	$35.00	$1,155.00		$0.00		$0.00		$0.00		$0.00	$1,155.00	$0.00	$288.75	$1,443.75
	Misc Fence Materials	1	LS		$0.00	$492.00	$492.00		$0.00		$0.00		$0.00	$492.00	$0.00	$123.00	$615.00
	New Silt Fence Material	1	LS		$0.00	Inc. Above	$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	New Construction Fence Material	1	LS		$0.00	Inc. Above	$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
017	Change Request 017 - Stucco Changes																
	Stucco Changes - Quote for Sig Olson & Sons	1	LS		$0.00		$0.00	$2,219.00	$2,219.00		$0.00		$0.00	$2,219.00	$221.90	$0.00	$2,440.90
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
018	Change Request 018 - NOT USED																
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
019	Change Request 019 - Add Fixture in Odor Control Room																
	Add Type B Fixture & Switch in Odor Control Room	1	LS		$0.00		$0.00	$829.00	$829.00		$0.00		$0.00	$829.00	$82.90	$0.00	$911.90
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
020	Change Request 020 - Add Redundant PLC																
	Add Redundant PLC	1	LS		$0.00		$0.00	$2,694.00	$2,694.00		$0.00		$0.00	$2,694.00	$269.40	$0.00	$2,963.40
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
021	Change Request 021 - Misc. Electrical Adds																
	Furnish & Install Ventilaion Controller to Change from High Speed to Low Speed	1	LS		$0.00		$0.00	$871.00	$871.00		$0.00		$0.00	$871.00	$87.10	$0.00	$958.10
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
022	Change Request 022 - Insulated Hood To Reduce Odor Control Noise																
	22x22 Insulated Hood from Manning Mechanical	1	LS		$0.00		$0.00	$468.00	$468.00		$0.00		$0.00	$468.00	$46.80	$0.00	$514.80
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	Blank	1	LS		$0.00		$0.00		$0.00		$0.00		$0.00	$0.00	$0.00	$0.00	$0.00
	Total				$2,240.00		$1,360.76		$9,866.88		$0.00		$0.00	$13,467.64	$986.69	$900.19	$15,354.52

INVOICE

INVOICE NO. 27151

Jon

S&S Landscaping

2777 Flechtner Drive
Fargo, ND 58103-2332
(701) 235-1515

JOHN DEERE · Hunter · Ariens · RAIN BIRD

BILL TO Industrial Contract Services
PO Box 13158
Grand Forks, ND 58208-3158

JOB 17th Ave / 25th St
17th Ave / 25th St
Fargo, ND 58103

CUSTOMER		PURCHASE ORDER NO.				BILL THRU	TERMS	INVOICE DATE	PAGE
INDU2000							Net 30	7/23/09	1

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		EXTRA WORK ORDERED BEYOND CONTRACTED		
	1	Repair area at corner of 17th Ave and Gateway Drive S. Repair tire ruts and install sod $55.00 Replace irrigation head $24.00	79.00	79.00*
	1	Cut down tree that was falling into lift station excavation	225.00	225.00*
	1	Repair and replace irrigation system at Latter Day Saints church. Parts (heads, pipe, fittings, etc.) $744.38 Repair labor (22.25 hrs @ $40) $890.00 Pipe puller labor (2.5 hours) $137.50	1771.88	1,771.88*

623-046-02-9000 "LANDSCAPING" NEW CODE

REST CODE TO 623-032-02-9001 (S)

ITEM 009 ~~[illegible]~~

ENTERED

* means item is non-taxable

SALES AMOUNT	2,075.88
TOTAL	$2,075.88

NET DUE 10TH OF MONTH, 1-1/2% SERVICE CHARGE (18% ANNUAL)
WILL BE CHARGED ON PAST DUE AMOUNTS.
AMOUNTS ARE PAST DUE 30 DAYS AFTER DATE OF INVOICE.

reorder from PRO FORMS • Bismarck, ND • (701) 222-1212 or 1-800-726-4767

JosN

INVOICE

Invoice	00061270
Date	12/12/2008
Page	1

REMIT TO: PO BOX 2107, FARGO, ND 58107-2107

Bill To:

INDUSTRIAL CONTRACT SVCS
2525 N WASHINGTON
PO BOX 13158
GRAND FORKS ND 58208-3158

Ship To:

INDUSTRIAL CONTRACT SVCS
WILL CALL - FARGO

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req. Ship Date	Master No.
623	1837	JOSH	WILL CALL	1% 10 Net 30	12/11/2008	66,602

Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price
4	4	0	0343147	FENCE ORANGE SAFETY 4'X100' (16 ROLLS/ PALLET)	$59.00	$236.00
30	30	0	ECT5	POST STEEL, T 5'	$2.95	$88.50
2	2	0	0742879	TAPE CAUTION 3' X 1000' YELLOW	$13.40	$26.80
2	2	0	0783410	MARKER PAINT PEN ASST COLORS	$3.50	$7.00
2	2	0	LC	CRAYON LUMBER	$0.85	$1.70
2	2	0	LC-HOLDER	CRAYON HOLDER	$8.00	$16.00

623-036-01-5600 (M)

ITEM 010

RECEIVED
DEC 19 2008
ICS, Inc.

Tax: ND/FARGO
Discount Available: $3.76

Subtotal	$376.00
Misc	$0.00
Tax	$22.58
Freight	$0.00
Total	$398.58

Fargo Location:
1401 40th St. NW
Fargo, ND 58102
Phone (701) 282-7100

Grand Forks Location:
5411 Gateway Dr.
Grand Forks, ND 58203
Phone (701) 738-8800

NorthStar Safety Inc.
794 West Main Ave.
West Fargo, ND 58078
P 701.282.2110
F 701.281.1400

CUSTOMER #: 01754
INVOICE #: 347-3
INVOICE DATE: 12/17/08
DUE DATE: 01/16/09

BILL TO:
INDUSTRIAL CONTRACT SERVICES
PO BOX 13158
GRAND FORKS, ND 58208

JOB: 347
INDUSTRIAL CONTRACT SERVICES
FARGO ID 5798
SANITARY LIFT #19
FARGO, ND

CODE	DESCRIPTION		CURRENT CONTRACT AMT/UNIT	PREVIOUS BILLED AMT/UNIT	CURRENT BILLING UNITS	UNIT BILL RATE	CURRENT BILLING AMOUNT
-1	INDUSTRIAL CONTRACT	$					
4100	TRAFFIC CONTROL	$	2,180.00	2,180.00			
		LS	1.0	1.00		2180.00	
INC	WEEKLY MAINTENANCE	$	4,400.00	4,400.00			
		WK	8.0	8.00		550.00	
	* TC supervisor/ watch person duties - October 2 thru November 26, 2008.						
CO1	LANE CLOSURE 10/8/08	$	655.00	655.00			
		LS	1.0	1.00		655.00	
	* Maintained and removed closure east of 25th street(not included in original plan)						
CO2	LANE CLOSURE 11/6/08	$	295.00	295.00			
		LS	1.0	1.00		295.00	
	* Installed and removed lane closure on 25th street South of 17th avenue (not included in original plan)						
CO3	ITEM 4100-TRAF CNTRL	$	935.00				
		LS	1.0		0.50	935.00	467.50
		$					
-3	INDUSTRIAL CONTRACT	$					
1	WINTER SUSPENSION PM	$	4,378.00	4,378.00			
		LS	1.0	1.00		4378.00	
	* W inter suspension markings.						
	TOTALS:		12,843.00	11,908.00			467.50

ITEM 010

623-035-01-5520

NorthStar Safety Inc.
794 West Main Ave.
West Fargo, ND 58078
P 701.282.2110
F 701.281.1400

CUSTOMER #: 01754
INVOICE #: 347-3
INVOICE DATE: 12/17/08
DUE DATE: 01/16/09
PAGE: 2

BILL TO:
INDUSTRIAL CONTRACT SERVICES
PO BOX 13158
GRAND FORKS, ND 58208

JOB: 347
INDUSTRIAL CONTRACT SERVICES
FARGO ID 5798
SANITARY LIFT #19
FARGO, ND

CODE	DESCRIPTION	CURRENT CONTRACT AMT/UNIT	PREVIOUS BILLED AMT/UNIT	CURRENT BILLING UNITS	UNIT BILL RATE	CURRENT BILLING AMOUNT

NET DUE: 467.50

Thank you for your business!

JON

NorthStar Safety Inc.
794 West Main Ave.
West Fargo, ND 58078
P 701.282.2110
F 701.281.1400

CUSTOMER #: 01754
INVOICE #: 347-5
INVOICE DATE: 03/31/09
DUE DATE: 04/30/09

BILL TO:
INDUSTRIAL CONTRACT SERVICES
PO BOX 13158
GRAND FORKS, ND 58208
623-035-01-5520

JOB: 347
INDUSTRIAL CONTRACT SERVICES
FARGO ID 5798
ICS JOB #623-LS 19
FARGO, ND

CODE	DESCRIPTION		CURRENT CONTRACT AMT/UNIT	PREVIOUS BILLED AMT/UNIT	CURRENT BILLING UNITS	UNIT BILL RATE	CURRENT BILLING AMOUNT
-1	INDUSTRIAL CONTRACT	$					
4100	TRAFFIC CONTROL	$	2,180.00	2,180.00			
		LS	1.0	1.00		2180.00	
INC	WEEKLY MAINTENANCE	$	4,400.00	4,400.00			
		WK	8.0	8.00		550.00	
	* TC supervisor/ watch person duties - October 2 thru November 26, 2008.						
C01	LANE CLOSURE 10/8/08	$	655.00	655.00			
		LS	1.0	1.00		655.00	
	* Maintained and removed closure east of 25th street(not included in original plan)						
C02	LANE CLOSURE 11/6/08	$	295.00	295.00			
		[illegible]	1.0	1.00		295.00	
	* Installed and removed lane closure on 25th South of 17th avenue (not included in original plan)						
C03	ITEM 4100-TRAF CNTRL	$	935.00	467.50			
		LS	1.0	0.50	0.50	935.00	467.50
C04	36"X36" SIGN	$	165.00	165.00			
		EA	1.0	1.00		165.00	
C05	ONE SET FEET/UPRIGHT	$	75.00	75.00			
		EA	1.0	1.00		75.00	
		$					
-3	INDUSTRIAL CONTRACT	$					
1	WINTER SUSPENSION PM	$	4,378.00	4,378.00			
		LS	1.0	1.00		4378.00	
	* W inter suspension markings.						
C01	Preformed PMarkings	$	16,475.50				
		SF	830.0			19.85	
	TOTALS:		29,558.50	12,615.50			467.50

NorthStar Safety Inc.
794 West Main Ave.
West Fargo, ND 58078
P 701.282.2110
F 701.281.1400

CUSTOMER #: 01754
INVOICE #: 347-5
INVOICE DATE: 03/31/09
DUE DATE: 04/30/09
PAGE: 2

BILL TO:
INDUSTRIAL CONTRACT SERVICES
PO BOX 13158
GRAND FORKS, ND 58208

JOB: 347
INDUSTRIAL CONTRACT SERVICES
FARGO ID 5798
ICS JOB #623-LS 19
FARGO, ND

CODE	DESCRIPTION	CURRENT CONTRACT AMT/UNIT	PREVIOUS BILLED AMT/UNIT	CURRENT BILLING UNITS	UNIT BILL RATE	CURRENT BILLING AMOUNT

NET DUE: 467.50

Thank you for your business!

RECEIVED
APR 02 2009
ICS, Inc.

Industrial Contract Services, Inc . . Job Labor Report 01/13/2010 Page 1

All Employees Paid Since:01/01/2008

Job Description	Employee	Employee Name		Total Hours
623 Sanitary LS 19 - Fargo, ND	HALVAN10	Andrew S Halverson	12/13/2008	4.00
	HALVSC10	Scott E Halverson	12/13/2008	3.00
	HILZWA10	Wayne N Hilzendager	12/13/2008	3.00
		Job Total		10.00*
		Report Total		10.00*

ITEM 010

ICS INDUSTRIAL CONTRACT SERVICES
GENERAL CONTRACTOR You provide the challenge.

PROJECT CS 19 DATE
SUBJECT
SCALE BY PAGE OF

(1.) ADD REBAR @ TOP OF WALL (DOWELS) (PREVIOUS INVOICE) $140.00
LABOR TO INSTALL 4 MHRS

(2) ADD DOWELS @ CENTER WALL (CS MAT'L) $150.00
LABOR TO INSTALL 8 MHRS

(3) ADD REBAR FOR PUMP BASES (CS MAT'L) $75.00
LABOR TO INSTALL 1 MHR

PER SCOTT HARVERSON ICS SITE SUPER

(ITEM 011)

JON

****** INVOICE ******

Prairie Supply Inc
PO Box 118
West Fargo, ND 58078

(701) 282-5656

INVOICE NUMBER: 0132874-IN
INVOICE DATE: 02/28/09

ORDER NUMBER: 0129752
ORDER DATE: 02/16/09
SALESPERSON: BLM
CUSTOMER NO: 01-IND100

SOLD TO:
Industrial Contract Services
PO Box 13158
Grand Forks ND 58208-31

SHIP TO:
Customer Pick-up
West Fargo ND 58078

CONFIRM TO:

CUSTOMER P.O.	SHIP VIA	F.O.B	TERMS
623			1% 10 , Net 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
1440240020	EA	24.000	24.000	0.000	5.5000	132.00
Rebar, #4 Gr60-20'			WHSE: 001			

Cut into 120 ea @ 4' long

+ .5% FARGO TAX
$ .66

623-036-03-2502 NEW CODE "ADD REBAR @ TOP OF WALL"

* REBAR NEEDED FOR DOWELS @ TOP OF WALL. THESE WERE NOT CALLED FOR ON THE DRAWINGS

ITEM 011

MAR
ICS, INC.

NET INVOICE:		132.00
LESS DISCOUNT:		.00
FREIGHT:		.00
SALES TAX:	6%	7.92
INVOICE TOTAL:		139.92

A LATE CHARGE OF 1.5% PER MONTH IS ASSESSED UPON ACCOUNTS NOT PAID 30 DAYS FROM BILLING DATE

ICS INDUSTRIAL CONTRACT SERVICES
GENERAL CONTRACTOR You provide the challenge.

PROJECT # 623 DATE 12-11-09
SUBJECT Pump air bleeders
SCALE _____ BY Al P. PAGE ____ OF ____

During pump start up & testing 12-9-09, Fargo Water employees mentioned lack of bleeders on pumps if the become air locked.

As Per Paul 12-10-09 @ 15:00 If city personnel want then install them.

S.O.W.

Drill and tap then install 1/4" nipple, ball valve, and plug in the Reducer after each of the 3 pumps.

Scott K has labor hours, Material from Goodin Co.

ITEM 014

Industrial Contract Services, Inc. Job Labor Report 01/13/2010 Page 1

All Employees Paid Since:01/01/2009

Job Description	Employee	Employee Name		Total Hours
623 Sanitary LS 19 - Fargo, ND	DENNAL10	Alan D Denney	12/12/2009	2.00
	STENMI10	Michael L Stendahl	12/12/2009	2.00
			Job Total	4.00*
			Report Total	4.00*

ITEM 014

GOODIN COMPANY

WHOLESALERS

PLUMBING AND HEATING · WATER WORKS SUPPLIES

INDUSTRIAL SUPPLIES · PIPE, VALVES AND FITTING · PUMPS AND WELL SUPPLIES

30 N. 2ND ST BOX 9328 IS, MN 55440 2/588-7811 X: 612/588-7820	285 COMO AVENUE ST. PAUL, MN 55103 651/489-8831 FAX: 651/489-8037	4524 VENTURE CIR DULUTH, MN 55811 218/727-6670 FAX: 218/727-6054	620 DAWS AVENUE DET. LAKES, MN 56501 218/847-9211 FAX: 218/847-2700	5205 FOUNDRY CIR ST CLOUD, MN 56303 320/259-6066 FAX: 320/259-4592	992 THIESSE DR BRAINERD, MN 56401 218/828-4242 FAX: 218/828-4210	2905 N 4TH AVE SIOUX FALLS, SD 57104 605/332-3444 FAX: 605/332-3535	845 N 34TH ST FARGO, ND 58102 701/298-3210 FAX: 701/298-3239	3347 NW 19TH ST ROCHESTER, MN 55901 507/529-1284 FAX: 507/529-1237	3542 HOGARTH ST EAU CLAIRE, WI 54703 715/830-1800 FAX: 715/830-1811	8843 S 137TH CIR OMAHA, NE 68131 402/331-6813 FAX: 402/331-68[illegible]

DOCUMENT: Invoice

JON

CUST. #: 1004920

SHIP TO: INDUSTRIAL CONTRACT SERVICES
3102 N WASHINGTON

GRAND FORKS, ND 58208-3158

SOLD TO: INDUSTRIAL CONTRACT SERVICES
PO BOX 13158

GRAND FORKS, ND 58208-3158

SALES REP	INVOICE DATE	INVOICE #
PCS	12/11/09	08402281-00
P.O. DATE	P.O. #	PAGE #
12/10/09	623	

INSTRUCTIONS		
SHIP POINT		
Goodin Co Fargo Whse 8		
VIA	SHIPPED	TERMS
Will Call	12/10/09	2% 10thP EE

PLEASE REMIT TO: GOODIN COMPANY • NW 5993 • P.O. BOX 1450 • MINNEAPOLIS, MN 55485-5993

LINE #	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY B.O.	QUANTITY SHIPPED	QTY U/M	UNIT PRICE	PRICE U/M	DISCOUNT MULTIPLIER	AMOUNT (NET)
1	14B04475B 1/4 600# BRZ THRD FP BALL VLV UL/FM B04475B	3	0	3	EA	5.04500	EA	27.00	12.81
2	14X2RBN 1/4X2 RED BRASS NIPPLE	3	0	3	EA	1.42100	EA	10.00	3.83
3	14RSP 1/4 BRASS SOLID SQ HD PLUG B444736	3	0	3	EA	0.95700	EA	10.00	2.58

3 Lines Total — Qty Shipped Total 9

Total	19.22
Taxes 5%	0.96
Invoice Total	20.18

+1.5% FARGO TAX
.28

623-036-15-4000
EXTRA
AIR BLEEDERS FOR
PUMPS

ITEM 014

RECEIVED
DEC 16 2009
ICS, Inc.

Last Page

A SERVICE CHARGE WILL BE ADDED TO ALL AMOUNTS 30 DAYS OR MORE PAST DUE.
PLEASE REFER TO OUR INVOICE NUMBER ON ALL CORRESPONDENCE WITH GOODIN COMPANY. MATERIAL RETURNED FOR CREDIT MUST BE AUTHORIZED IN WRITING BY GOODIN COMPANY. PRICES OF SOME ITEMS MAY BE SUBJECT TO QUANTITY REBATE. ALL ORDERS ARE SHIPPED F.O.B. ORIGIN UNLESS OTHERWISE QUOTED.

NONSTOCK RETURNS MUST BE PREAPPROVED BY GOODIN CO. RESTOCK CHARGE % PER MFG POLICY

15% RESTOCKING CHARGE ON RETURNED STOCK MATERIAL

INVOICE

ICS INDUSTRIAL CONTRACT SERVICES
GENERAL CONTRACTOR You provide the challenge.

PROJECT #623 DATE 11-25-09
SUBJECT Hose bib relocate
SCALE _____ BY Al D PAGE 1 OF 1

LS 19 as per Paul -
Move outside hose bib to East end of North wall

Completed 11-23-09

Needed 1 wall hydrant - hose bibs in spec. weren't for outside use $100.00

Supports 2' Strut
4 3/4" Strut clamps $15.00
4 3/4" loop hangers
4 "Sammy" anchors
1' 3/8" Threaded rod

40' "L" copper tube 3/4" $85.00
4 3/4" 90° els - sweat
misc pipe supplies

Labor Al D. 11-23-09 3 1/2 hrs to install
1/2 hrs to install

ITEM 015

Industrial Contract Services, Inc

Job Labor Report

All Employees Paid Since:01/01/2009

01/13/2010

Job Description	Employee	Employee Name		Total Hours
623 Sanitary LS 19 - Fargo, ND	HALVAN10	Andrew S Halverson	04/04/2009	11.50
			05/09/2009	2.00
	HALVSC10	Scott E Halverson	04/04/2009	11.50
	HILZWA10	Wayne N Hilzendager	04/04/2009	5.00
	MONDLA10	Larry C Mondry	04/04/2009	3.00
			Job Total	33.00*
			Report Total	33.00*

ITEM 016

Jon

****** INVOICE ****** PAGE: 1

Prairie Supply Inc.
PO Box 118
West Fargo, ND 58078

(701) 282-5656

INVOICE NUMBER: 0133604-IN
INVOICE DATE: 04/09/09

ORDER NUMBER: 0130800
ORDER DATE: 04/08/09
SALESPERSON: BLM
CUSTOMER NO: 01-IND100

SOLD TO:
Industrial Contract Services
PO Box 13158
Grand Forks ND 58208-31

SHIP TO:
Customer Pick-up
West Fargo ✓ ND 58078

CONFIRM TO:

CUSTOMER P.O.	SHIP VIA	DUE DATE	TERMS
623		05/09/09	1% 10 , Net 30

ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
SF3X100S11	EA	5.000	5.000	0.000	33.5000	167.50
Silt fence, 3'X100' 11 stakes			WHSE: 001			

ITEM 016

623-~~[illegible]~~
035-01-5525 (M)

RECEIVED
APR 14 2009
ICS, Inc.

NET INVOICE:		167.50
LESS DISCOUNT:		.00
FREIGHT:		.00
SALES TAX:	6%	10.06
INVOICE TOTAL:		177.56

A LATE CHARGE OF 1.5% PER MONTH IS ASSESSED UPON ACCOUNTS NOT PAID 30 DAYS FROM BILLING DATE.

SM inc. STRUCTURAL MATERIALS

INVOICE

Jon

Invoice	00064946
Date	3/31/2009
Page	1

EMIT TO: PO BOX 2107, FARGO, ND 58107-2107

Bill To:

INDUSTRIAL CONTRACT SVCS
2525 N WASHINGTON
PO BOX 13158
GRAND FORKS ND 58208-3158

Ship To:

INDUSTRIAL CONTRACT SVCS
WILL CALL - FARGO

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req. Ship Date	Master No.
623	1837	BILL	WILL CALL	1% 10 Net 30	4/2/2009	70,740

Ordered	Shipped	B/O	Item Number	Description	Unit Price	Ext. Price
5	5	0	0343147	FENCE ORANGE SAFETY 4'X100' (16/PALLET)	$59.00	$295.00

035-01-5525
625-

ITEM 016

Tax: ND/FARGO
Discount Available: $2.95

Subtotal	$295.00
Misc.	$0.00
Tax (6.5%)	$19.18
Freight	$0.00
Total	$314.18

Fargo Location:
1401 40th St. NW
Fargo, ND 58102
Phone (701) 282-7100

Grand Forks Location:
5411 Gateway Dr.
Grand Forks, ND 58203
Phone (701) 738-8800

Jon Kearns

From: sigolsonandsons@aol.com
Sent: Saturday, January 09, 2010 8:41 AM
To: Jon Kearns
Subject: Re: FW: LS 19 - Change Request 009 thru 021

Hi Jon,
I hope you are having a great 2010 so far. I have been by the lift station several times in the past weeks and it appears that it is complete and is a very nice looking building. It is lit up very nicely at night as well.
In regards to the engineer's questions, do you think he understood that the changes didn't just relate to the additional gable? I imagine I should have broken this down when I first submitted it. The breakdown of the $2,219.00 is as follows:

1. Add the gable at the west side of the building..... $648.00.

2. Add one inch additional insulation thickness overall, in order to cover the edge of the insulation which is located behind the brick..... $471.00.

3. Add the stucco border around the openings.....$1,100.00.

It would be impossible at this time to isolate the labor costs involved in these changes, however, I think I could estimate the material costs if need be. With the exception of Item 2 above, the bulk of the costs are labor costs. Please let me know if you require further information or if you are in need of any stucco, plastering or fireproofing bids. Thanks Jon.

Sincerely,

Roger O.

Roger S. Olson, president

ITEM 017

Sig Olson & Sons Plastering, Inc.
1923 27th St S, Moorhead, MN 56560-3837
phone: 800-442-1349
fax: 218-233-8030
email: sigolsonandsons@aol.com
Minnesota License #5934, North Dakota License #1193

In a message dated 1/8/2010 4:45:12 P.M. Central Standard Time, jkearns@icsgf.com writes:

Roger,

Please see below comments from the engineer on the project. I am going to need some additional information from you regarding the change order.

Thanks,

Jon

Jon Kearns, ***Project Manager***

3102 N Washington Street

PO Box 13158

Grand Forks, ND 58208-3158

Ph: (701) 775-8480 Fax: (701) 775-8479

Cell: (701) 740-1177

www.icsgf.com

From: Paul King [mailto:paul.king@kljeng.com]
Sent: Friday, January 08, 2010 3:11 PM
To: Jon Kearns
Cc: joel.paulsen@kljeng.com
Subject: RE: LS 19 - Change Request 009 thru 021

Jon,

I will need additional documentation i.e invoices, payrolls etc. in order to justify the costs and recommend approval to the City.

All of these items should be itemized on one change order.

Some initial comments:

017 The additional cost for stucco on the gable seems unreasonably high. I'll need see how the cost for the additional area compares to the whole.

020 The generator specification requires a functioning battery charger and coolant heater. If these parts were needed to accomplish that, it should have been included in the original bid. I'm going to have to deny it.

021 The specifications required the two speed operation as specified in 15800 2.01.D. Specifications supersede drawings. I'm going to have to deny it.

Please resubmit as one change order with the additional documentation.

Thank You,

Paul

From: Jon Kearns [mailto:jkearns@icsgf.com]
Sent: Friday, January 08, 2010 2:26 PM
To: 'paul.king@kljeng.com'
Cc: 'joel.paulsen@kljeng.com'
Subject: LS 19 - Change Request 009 thru 021

Please see attached. Please note there is not a change request number 13. I voided this change request "Move Hoist" after our phone conversation. If you have any questions or concerns, please contact me.

Thanks,

Jon

ICS INDUSTRIAL CONTRACT SERVICES

GENERAL CONTRACTOR You provide the challenge.

Jon Kearns, Project Manager

3102 N Washington Street

PO Box 13158

Grand Forks, ND 58208-3158

(701) 775-8480 Fax: (701) 775-8479

Cell: (701) 740-1177

Jon Kearns

From: Suzzanne Danielson
Sent: Tuesday, November 17, 2009 3:11 PM
To: Jon Kearns
Subject: FW: Proposed changes to Lift Station 19 Stucco (Dryvit)

Suzzanne Danielson, Administrative Assistant
Industrial Contract Services, Inc.
3102 N Washington Street
PO Box 13158
Grand Forks, ND 58208-3158
Ph: (701) 775-8480 Fax: (701) 775-8479
www.icsgf.com

ITEM 017

From: SigOlsonandSons@aol.com [mailto:SigOlsonandSons@aol.com]
Sent: Tuesday, November 17, 2009 3:04 PM
To: ICS Office
Cc: SigOlsonandSons@aol.com
Subject: Proposed changes to Lift Station 19 Stucco (Dryvit)

Hi Jon,

We are proposing a change (ADD) to our contract in the amount of $2,219.00, for the additional one inch of insulating material, the added borders at the building openings, and the additional gable discovered during our meeting with Scott and the engineers at the job-site last week. This would bring our contract amount to $14,763.00. Please let me know if you need further breakdowns of this proposal amount.

We discussed the heating and sheltering with Scott and he thought that he would be able to take care of that. The shelter can be built around our scaffolding. The heat will have to be propane. We have a few fans that we can bring along for ventilation and air circulation, plus we have a shelter door that we can bring for Scott's use. We will be visiting the project site soon to check things over again.

Please let me know if you have any questions.

Thanks,

Roger O.

Roger S. Olson, president

Sig Olson & Sons Plastering, Inc.
1923 27th St S, Moorhead, MN 56560-3837
phone: 800-442-1349
fax: 218-233-8030
email: sigolsonandsons@aol.com
Minnesota License #5934, North Dakota License #1193

JON

Invoice

Sig Olson & Sons Plastering, Inc.
Ph: 218-233-1349 Fax: 218-233-8030
1923 27th St. S.
Moorhead, MN 56560-3837

DATE	INVOICE #
12/11/2009	7863

BILL TO:

Industrial Contract Services
PO Box 13158
Grand Forks, ND 58208-3158

P.O. NUMBER	TERMS	PROJECT
Per contract	Net 10th	Lift Station 19

QUANTITY	DESCRIPTION	RATE	AMOUNT
	Dryvit at building exterior as per contract.	12,544.00	12,544.00
	Extra work per quotation. ADD TRIM AROUND LOUVERS ETC	2,219.00	2,219.00

RECEIVED

ITEM 017

623-07-2100 (S)

Thank you for your business. Have a great 2010!

TOTAL $14.763.00

JDP ELECTRIC
INCORPORATED
License # ND 1465 / MN CA03202

803 28th St. SW
PO Box 7097
Fargo, ND 58106-7097
(701) 232-1991
Fax: (701) 364-5483

CHANGE ORDER REQUEST

DATE: 11/16/09

To: ICS
Attn: Jon Kearns

Subject: Sanitary Lift # 19

We are pleased to submit our proposal to install the wiring for the following:

1) Add Type B fixture and switch in odor control room. Total: $ 829.00

2) Add two twenty amp 120 volt circuits in generator for battery charger and coolant heater. Total: $ 1,057.00

ITEM 020

Includes sales tax on material and city electrical inspection fee.

ITEM 019

Quoted by _____
David Zens

Accepted by _____

Date _____

Jon Kearns

From: David Zens [dzens@cableone.net]
Sent: Friday, December 11, 2009 2:09 PM
To: Jon Kearns
Subject: Lift # 19

Jon,

The price to add the redundant PLC at Lift Station # 19 is $2,694.00. I will send you something formal if needed. Also, I will have a couple other changes (moving crane power and work to the exhaust system) I will send you hopefully next week.

Thanks,

David Zens
Project Manager
IDP Electric Inc
701-232-1991 ph
701-364-5483 fax

ITEM 020

JDP ELECTRIC
INCORPORATED
License # ND 1465 / MN CA03202

803 28th St. SW
PO Box 7097
Fargo, ND 58106-7097
(701) 232-1991
Fax: (701) 364-5483

CHANGE REQUEST

DATE: 12/28/09

To: ICS
Attn: Jon

Subject: Sanitary Lift # 19

Ventilation controller
Furnish and install controller for the ventilation to change from high to low speed.
Total: $ 871.00

Magnetic Flow Meter Wire
Furnish 65' of wire for magnetic flow meter. It was furnished with 50' which was short.
Total: $ 232.00

Move Crane Power
The crane was relocated and the power needed to be extended to accommodate new location.
Total: $ 376.00

Fix Conduit
Repair conduit that was cut in the floor. A section of the floor was removed for head room on the first landing going down into the dry well.
Total: $ 206.00

ITEM 021

Quoted by _____
David Zens

Manning Mechanical, Inc.

2012 Great Northern Drive
Fargo, ND 58102
(701) 293-9774
Fax (701) 293-6863
www.manningmechanical.com

PROPOSAL

CP #6

January 19, 2010

ICS, Inc
Attn: John Kerns
PO Box 13158
Grand Forks, ND 58208-3158

Re: Fargo Lift Station #19

Dear Mr. Kerns:

Attached we have provided a breakdown of our time and materials to fabricate and install one 22x22 insulated hood to verify sound issues then remove, paint and reinstall.

Total	$468.00

This amount is effective for 30 days from the date of this proposal given the site conditions today. If you have any questions or concerns, please contact our office.

Sincerely,

Randy Nowakowski
Project Manager

RN/cem

Enclosure

ITEM 022

Manning Mechanical, Inc.

2012 Great Northern Drive, Fargo, ND 58102
Bus: 701-293-9774
Fax: 701-293-6863

Date: 12-10-2009
Project Name: Lift Station #19
Project #: Field Directive by Paul King
Time Extension To The Mechanical Contract 1 Days
Description: Fab and Install 1 22x22 Insulated Hood to verify sound issuesremove and paint then reinstall

			MATERIAL		LABOR		
DESCRIPTION	QUANTITY	UNIT	PER UNIT	SUBTOTAL	PER UNIT	SUBTOTAL	TOTAL
MATERIAL							
Elbow and insultion	1	Each	$80.00	$80.00	4	4.00	$80.00
Paint and Prep to match trim	1	Each	$100.00	$100.00	0	0.00	$100.00
	0	Each	$0.00	$0.00	0	0.00	$0.00
	0	Each	$0.00	$0.00	0	0.00	$0.00
	0	Each	$0.00	$0.00	0	0.00	$0.00
	0	Each	$0.00	$0.00	0	0.00	$0.00
	0	Each	$0.00	$0.00	0	0.00	$0.00
	0	Each	$0.00	$0.00	0	0.00	$0.00
	0	Each	$0.00	$0.00	0	0.00	$0.00
	0	Each	$0.00	$0.00	0	0.00	$0.00
	0	Each	$0.00	$0.00	0	0.00	$0.00
	0	Each	$0.00	$0.00	0	0.00	$0.00
					SUM	4.0	
Guarantee @ 2% of Material			2%	$ 3.60			$3.60
RENTALS							
Backhoe	0	hours	$ 65.00	$0.00			$0.00
Crane	0	hours	$ 200.00	$0.00			$0.00
Power Scaffold	0	Per Week	$ 200.00	$0.00			$0.00
Specialties							

LABOR							
Welder	-	hours			$48.00	$0.00	$0.00
Mechanic-Pipefitter / Plumber / Sheet Metal	4.0	hours			$48.00	$192.00	$192.00
Mechanic-HVAC / Service / Startup	-	hours			$60.00	$0.00	$0.00
Height Differential @ 10% of Crew Labor	10%					$ -	$ -
Change order preparation @ 2% of Crew Labor	2%				0.1	$ 3.84	$ 3.84
Project Coordination @ 2% of Crew Labor	2%				0.1	$ 4.80	$ 4.80
Pipe Testing	0	hours			$65.00	0.00	$ -
Research	0	hours			$65.00	0.00	$0.00
Trucking	0	hours			$50.00	0.00	$0.00
Total - Crew Labor	4						
			Material:	$183.60	**Labor:**	$192.00	
SUBCONTRACTOR	**Sub-total**	**15%**	**Total**				
Site Utilities	$0.00	$0.00	$0.00				
Controls	$0.00	$0.00	$0.00				
Insulation	$0.00	$0.00	$0.00				
Balancing	$0.00	$0.00	$0.00				
Fire Protection	$0.00	$0.00	$0.00				
Temporary Heat	$0.00	$0.00	$0.00				
	Total Subcontractors		$0.00				
					Subtotal		**$384.24**
					Sales Tax	*6.50%*	$11.93
					Subtotal		**$396.17**
					Overhead	*0.90*	$44.02
					Subtotal		**$440.19**
					Profit	*0.95*	$23.17
					Subtotal		**$463.36**
					Subcontractor		**$0.00**
					Subtotal		**$463.36**
					Bond	*1.00%*	$4.63
With Time Extension					**Total**		**$468.00**
Without Time Extension					**Optional Total**		$564.00

REPORT OF ACTION

UTILITY COMMITTEE

Project No. 5799

Type: Change Order No. 2
County Road 20 Forcemains

Location: County Road 20 between Lift Station #61 and WWTP

Date of Hearing: 2/03/10

Routing	Date
City Commission	3/08/10
Project File	

Brenda Derrig, Senior Engineer, submitted the attached memo and Change Order No. 2 for Project 5799 (County Road 20 Sewer Forcemains). The change orders are for additional miscellaneous work items as detailed below:

Change Order No. 2

Raise Two Vault Structures	$ 9,323.38
Roadway Gravel	$13,082.07
Tree Removal	$ 975.85
Substantial Completion Extension	$ .00
Total =	$23,381.30

A summary of the construction contract and change orders is as follows:

Original Contract Amount	$4,426,662.50
Change Order No.1	$ 156,431.62
Change Order No.2	$ 23,381.30
Current Contract Amount	$4,606,475.42

On a motion by Mark Bittner, seconded by Terry Ludlum the Utility Committee voted to approve Change Order No. 2 in the amount of $23,381.30 with Dakota Underground, Inc. for Project 5799.

COMMITTEE:	Present	Yes	No	Unanimous
				X
				Proxy
Dennis Walaker, Mayor	X			
Mike Williams, City Commissioner				
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.				
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

Item 6c

CITY OF Fargo

ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

January 15, 2010

To: Utility Committee

From: Brenda E. Derrig, Senior Engineer

Re: Contract Amendment for Project #5799 – CR20 Force Main

Dakota Underground, Inc. was awarded the contract for Project #5799, which included the installation of the sanitary sewer force main from the County Road 20 Lift Station (LS #61) to the wastewater stabilization ponds and from the lift station to the WWTP in the amount of $4,426,662.50. The Utility Committee previously approved Change Order #1 for a contract increase of $156,431.62 for a new contract amount of $4,583,094.12.

Attached you will find Change Order #2 & #3. Change Order #2, in the amount of $41,957.62 covers gravel used to repair roadways along our force main route, partial reimbursement for the bypass pumping, and a contract extension to June 1, 2010. Change Order #3, in the amount of $9,323.38 is for the cost to raise two of the vault structures.

I recommend that the Utility Committee approve the Contract Change Orders #2 and #3 for a total increase of $51,281 and a contract extension to June 1, 2010.

CHANGE ORDER

No. 2

DATE OF ISSUANCE December 22, 2009 EFFECTIVE DATE January 6, 2010

OWNER City of Fargo
CONTRACTOR Dakota Underground, Inc.
Contract: Contract No. 1 – General Construction
Project: County Road 20 Force Mains
OWNER's Contract No. 5799 ENGINEER's Contract No. P00803-2007-52
ENGINEER Advanced Engineering and Environmental Services, Inc.

You are directed to make the following changes in the Contract Documents:

Description:
This change order incorporates the cost for placing gravel on a roadway, reimbursing the Contractor for a portion of expenses incurred to rent by-pass pumping equipment, and changes the Substantial Completion date for the Project.

Reason for Change Order:
1) The gravel roads along 39 ½ Avenue North and 25th Street North were very soft following construction activities and significant rains in October which made travel on those roads difficult so gravel was placed to improve the roadways.
2) According to the Construction Documents, the Contractor was required to coordinate the work associated with the tie-in to the existing 36-inch West Side Interceptor with Wastewater Treatment Plant (WWTP) staff so as to minimize conflict and to facilitate the Owner's operations. The by-pass pumping required to complete the work would typically only have been required for approximately one week which is what the Contractor has accepted responsibility for payment ($3,812.00). To accommodate WWTP operations, the tie-in work took approximately three weeks total in order to complete a successful by-pass pumping test prior to the actual tie-in and there was also a work delay due to the Veteran's Day holiday. The cost for the additional two weeks of pump equipment rental was not included in the Contractor's bid but was required to complete the work to accommodate WWTP operations so it is being reimbursed.
3) The Contractor has not been able to complete the pipeline installation near the County Road 20 Lift Station site (City Project #5725) since the Contractor for that project is using the entire site for excavation and backfill materials. Therefore, the Substantial Completion date for the CR20 Force Mains project will be changed to June 1, 2010 to allow the Contractor to complete the installation work at the CR20 Lift Station site in the spring. The Final Completion date will remain unchanged.

Attachments: (List documents supporting change)
Attached is a copy of documentation justifying the various changes to the construction documents.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 4,426,662.00	Original Contract Times: Substantial Completion: December 1, 2009 Ready for final payment: June 15, 2010 (days or dates)
Net Increase (Decrease) from previous Change Orders No. 1 to 1: $ 156,431.62	Net change from previous Change Orders No. 1 to No. 1: Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Price prior to this Change Order: $ 4,583,093.62	Contract Times prior to this Change Order: Substantial Completion: December 1, 2009 Ready for final payment: June 15, 2010 (days or dates)
Net increase (decrease) of this Change Order: $ 41,957.62	Net increase (decrease) this Change Order: Substantial Completion: See Below. Ready for final payment: See Below. (days)
Contract Price with all approved Change Orders: $ 4,625,051.24	Contract Times with all approved Change Orders: Substantial Completion: June 1, 2010 Ready for final payment: June 15, 2010 (days or dates)

RECOMMENDED: By: ENGINEER (Authorized Signature) Date: 12-22-09

APPROVED: By: OWNER (Authorized Signature) Date:

ACCEPTED: By: CONTRACTOR (Authorized Signature) Date: 12/28/09

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 changes. 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.

DAKOTA
UNDERGROUND CO, INC
MUNICIPAL AND HEAVY CONTRACTORS
4001 15 Avenue N. W. • Box 5547 • Fargo, ND 58105 • Phone (701) 282-9753 • Fax (701) 282-0016

DEC 0 3 2009

December 2, 2009

Kevin Johnson, PE
Advanced Engineering and Environmental Services, Inc.
3101 Frontage Road South
Moorhead, MN 56560

RE: CR20 Force Mains & Incidentals

Dear Kevin,

Enclosed are two items of extra work that were completed on the CR20 forcemains project. We submit them for your review and approval as change order items.

Thank you for your help.

Sincerely,

DAKOTA UNDERGROUND COMPANY

Bob Nelson

Bob Nelson

Date 10/28/09 Job # 5799 Description Blade road and add class 5 gravel

Employee	Rate	x Hours	Amount
Josh	$45.00	11.5	$517.50
Mike	$45.00	5	$225.00

Equipment	Rate	x Hours	Amount
140 Grader	$70.15	11.5	$806.73
Steel Roller	$64.59	5	$322.95

subtotal	$742.50	Total Equipment	$1,129.68
+ 25% profit & overhead	$185.63		
Total Labor			$928.13

Material/Subs	Cost	Qty	Amount
- Class 5	$11.02	800.31 ton	$8,819.42
-			$0.00
-			$0.00
-			$0.00
-			$0.00
-			
		subtotal	$8,819.42
		+ 25% profit & overhead	$2,204.85
		Total Material	$11,024.27

Total $13,082.07

Date 11/6/09 **Job #** **5799** **Description** **Cut down trees**

Employee	Rate	x Hours	Amount
Kurt	$60.75	6	$364.50
Robbie	$27.00	6	$162.00
Derrick	$33.75	2	$67.50
Chris	$31.50	2	$63.00

Equipment	Rate	x Hours	Amount
Dump Truck	$38.27	2	$76.54
Pickup	$13.01	6	$78.06

subtotal	$657.00
+ 25% profit & overhead	$164.25
Total Labor	

Total Equipment	$154.60
	$821.25

Material/Subs	Cost	Qty	Amount
-			$0.00
-			$0.00
-			$0.00
-			$0.00
-			$0.00
-			
		subtotal	$0.00
		+ 25% profit & overhead	$0.00
		Total Material	$0.00

Total	**$975.85**

Mailed 12/2/09

Date 10/28/09 Job # 5799 Description Blade road and add class 5 gravel

Employee	Rate	x Hours	Amount
Josh	$45.00	11.5	$517.50
Mike	$45.00	5	$225.00

Equipment	Rate	x Hours	Amount
140 Grader	$70.15	11.5	$806.73
Steel Roller	$64.59	5	$322.95

DEC 0 4 2009

subtotal	$742.50	Total Equipment	$1,129.68
+ 25% profit & overhead	$185.63		
Total Labor			$928.13

Material/Subs	Cost	Qty	Amount
- Class 5	$11.02	800.31 ton	$8,819.42
-			$0.00
-			$0.00
-			$0.00
-			$0.00
-			
		subtotal	$8,819.42
		+ 25% profit & overhead	$2,204.85
		Total Material	$11,024.27

Total $13,082.07

DAKOTA UNDERGROUND CO., INC
MUNICIPAL AND HEAVY CONTRACTORS
4001 15 Avenue N. W. • Box 5547 • Fargo, ND 58105 • Phone (701) 282-9753 • Fax (701) 282-0016

December 16, 2009

DEC 17 2009

Kevin Johnson, PE
Advanced Engineering & Environmental Services, Inc.
3101 Frontage Road South
Moorhead, MN 56560

RE: Imp District #5799 -- CR20 Forcemains -- Bypass Pumping Equipment

Dear Kevin:

Dakota Underground Company has been billed for a considerable amount of rental pumping equipment that was ultimately necessary to accomplish the forcemain connection to the existing 36" RCP interceptor line. We submit this request for reimbursement for much of this equipment for the following reasons:

1) Insufficient prebid information: The plan notes suggested that this connection may need to be completed during night time/early morning hours within a (4) hour window. This window was construed as a period it could be completed without bypass pumping. As we got closer to the tie in, we found out this would never have been an option. There was not any information on the flows to pinpoint the amount of pumping needed. This makes it very difficult to put a bid together. Dakota Underground made the decision to set up a bypass pump system in lieu of a (4) hour window scenario. Based on information obtained through questions to wastewater personnel, a pump setup was selected and delivered to the jobsite. A pump system that was selected with double the capacity necessary to maintain the sewage flows. However, it has become evident that there was no accurate flow rate information or data available to predict the amount of water to be bypassed.
2) Three weeks to complete: With proper and adequate pumping equipment, the entire connection process would have taken a week or less of pump rental time. However, after the initial failed attempt to bypass the water, there was a delay to have meetings, obtain more pumping equipment, and allow time for delivery/setup. The second test proved the system adequate, but lacked any backup capability in case of a pump failure. This extended our rental time for the existing equipment as more equipment was delivered and set up. There was also a Holiday (many City employees unavailable for test) during this time frame. Much of this downtime was out of our control.

Dakota Underground Company experienced considerable expense in manpower and equipment to complete this lengthy connection process. We are not asking for any help in that regard. We also accept an amount of the rental bill commensurate to what we anticipated on the information available. We believe the magnitude of this connection was not anticipated by anyone. Therefore, we request reimbursement for the portion of the rental bill over one weeks worth of the initial setup. A copy of the rental invoices are enclosed for your review.

Thank you for your consideration.

Sincerely,

DAKOTA UNDERGROUND COMPANY

Bob Nelson

Bob Nelson

Gary Carlson Equipment

P.O. Box 490684
Blaine, MN 55449
763 792-9123

INVOICE (RENTAL)

Date	Transaction no
12/02/2009	01-5713-0

INVOICE
DAKOTA UNDERGROUND CO. INC.
4001 15 TH AVE NW
PO BOX 5547
FARGO ND 58105
JEFF JOHNSON
Tel.: 701 2829753 Fax: 701 282 0016

SHIPPED

Representative :GARY CARLSON
Customer no :05068
Customer P.O. :
Job no. :
Reservation no :1595-4
Contract no :3307-0

Terms: 15 Days
:
Start : 11/02/2009 14:43
End : 11/17/2009 14:43
Period : 15 Days 0 Hrs
Invoice : 15 Days 0 Hrs

Qty	Ret.	B/O	Item	Description	Price	Days	Wk	4 Week	Ext.
1	1		503132-001 S/N: 2330	PIONEER PP88S12 8" TRASH PUMP		245.00	835.00	2,875.00	1,837.00
1	1		503132-002 S/N: 2475	PIONEER PP88S12 8" TRASH PUMP		245.00	835.00	2,875.00	1,837.00
4	4		500065 W/ BAUER	CARLSON 8X10BP 8" X 10' STEEL BAUER PIPE		9.00	29.00	109.00	255.20
4	4		500060 HOSE W/ BAUER	CARLSON 8X10RSB 8" X 10' RUBBER SUCTION		42.00	129.00	275.00	1,100.00
20	20		500066 W/ BAUER	CARLSON 8X25HDPE PIPE 8" X 25' HD		15.00	42.00	125.00	1,848.00
2	2		500036	BAUER 8STRAINER 8" TRASH PUMP STRAINER				0.00	
10	10		500039	BAUER E890 8" 90 DEG. ELBOW		12.00	36.00	110.00	792.00
2	2		99001	CARLSON 8X5'HDPE PIPE BAUER		7.00	21.00	65.00	92.40
2	2		500532 HOSE, W/GAUGE	CHERNE 261408 30' POLY LIFT LINE AND		12.00	36.00	110.00	158.40
2	2		501320 WITH 4" BYPASS	CHERNE 262560 24" TO 42" PLUG		195.00	495.00	1,555.00	2,178.00
2	2		500060 HOSE W/ BAUER	CARLSON 8X20RSB 8" X 20' PVC SUCTION		52.00	154.00	325.00	650.00
2		2	501433	DELIVERY - TRUCK & TRAILER	600.00				1,200.00

Shipping Notes VIA HERITAGE TRUCKING

Rental	10,748.00
Merchandise	1,200.00
Waiver	
Shipping	
Cleaning	
Labor	
Subtotal	11,948.00
GRAND TOTAL	11,948.00
Deposit	
Amount due	11,948.00

ACCEPTANCE AND DISCLAIMER OF WARRANTIES

Customer Agrees to all Terms and Conditions on the front and back of this document. Slide rail Customers additionally Agree to attachment "Slide Rail Terms and Conditions".

Customer
By: _____

Gary Carlson Equipment

P.O. Box 490684
Blaine, MN 55449
763 792-9123

INVOICE (RENTAL)

Date	Transaction no
12/02/2009	01-5714-0

INVOICE
DAKOTA UNDERGROUND CO. INC.
4001 15 TH AVE NW
PO BOX 5547
FARGO ND 58105
JEFF JOHNSON
Tel.: 701 2829753 Fax: 701 282 0016

SHIPPED
FARGO WW TREATMENT PLANT
3400 NORTH BROADWAY
FARGO ND

Representative :GARY CARLSON
Customer no :05068
Customer P.O. :KURT
Job no. :
Reservation no :1599-0
Contract no :3316-0

Terms: 15 Days
Start : 11/04/2009 21:22
End : 11/17/2009 15:59
Period : 12 Days 18.63 Hrs
Invoice : 12 Days 18.63 Hrs

Qty	Ret.	B/O	Item	Description	Price	Days	Wk	4 Week	Ext.
1	1		503130-002 S/N: 1776	PIONEER PP1212S2 12" TRASH PUMP		675.00	2,350.00	6,300.00	4,700.00
375	375		500065 W/ BAUER	CARLSON 12X40BP 12" X 40' BAUER PIPE			1.93	7.00	1,447.50
1	1		500060 HOSE W/ BAUER	CARLSON 12X10RSB 12" X 10' RUBER SUCTION		42.00	129.00	360.00	258.00
6	6		500039	BAUER E1290 12" 90 DEG. ELBOW		25.00	75.00	225.00	900.00
1		1	C	HOURS OUT 5677					
1		1	C						
1		1	501433	DELIVERY - TRUCK & TRAILER	600.00				600.00

3155.93

Shipping Notes
CURT 701 219 1054

ACCEPTANCE AND DISCLAIMER OF WARRANTIES

Customer Agrees to all Terms and Conditions on the front and back of this document. Slide rail Customers additionally Agree to attachment "Slide Rail Terms and Conditions".

Customer
By: _____

Rental	7,305.50
Merchandise	600.00
Waiver	
Shipping	
Cleaning	
Labor	
Subtotal	7,905.50
GRAND TOTAL	7,905.50
Deposit	
Amount due	7,905.50

Gary Carlson Equipment

P.O. Box 490684
Blaine, MN 55449
763 792-9123

INVOICE (RENTAL)

Date	Transaction no
12/02/2009	01-5715-0

INVOICE
DAKOTA UNDERGROUND CO. INC.
4001 15 TH AVE NW
PO BOX 5547
FARGO ND 58105
JEFF JOHNSON
Tel.: 701 2829753 Fax: 701 282 0016

SHIPPED
FARGO WWTP
3400 BROADWAY

Representative :GARY CARLSON
Customer no :05068
Customer P.O. :KURT
Job no. :
Reservation no :
Contract no :3329-4

Terms: 15 Days
Start : 11/09/2009 17:27
End : 11/17/2009 17:27
Period : 8 Days 0 Hrs
Invoice : 8 Days 0 Hrs

Qty	Ret.	B/O	Item	Description	Price	Days	Wk	4 Week	Ext.
2	2		503541 W/ BAUER	CARLSON 12"X10' STEEL PIPE 12" X 10'			125.00	360.00	300.00
42	42		500066 W/ BAUER	CARLSON 8X25HDPE PIPE 8" X 25' HD		15.00	42.00	125.00	2,116.80
240	240		503541 W/ BAUER	CARLSON 12X40 HDPE PIPE 12" X 40'			1.93	7.00	556.80
1		1	C	CAP, 4 INCH WITH 1 INCH PULLING EYE					
1	1		500065 W/ BAUER	CARLSON 8X10BP 8" X 10' STEEL BAUER PIPE		9.00	29.00	109.00	34.80
1	1		503846 W/ BAUER	CARLSON 8X10BP 8" X 10' HDPE BAUER PIPE		9.00	29.00	109.00	9.00
3	3		500039	BAUER E890 8" 90 DEG. ELBOW		25.00	75.00	225.00	270.00
2	2		501613	BAUER 845 8" 45 DEGREE ELBOW		25.00	75.00	225.00	180.00
2		2	501244	FREIGHT - OUTBOUND COMMON CARRIER T.E.	600.00				1,200.00*

Shipping Notes

ACCEPTANCE AND DISCLAIMER OF WARRANTIES

Customer Agrees to all Terms and Conditions on the front and back of this document. Slide rail Customers additionally Agree to attachment "Slide Rail Terms and Conditions".

Customer
By: _____

Rental	3,467.40
Merchandise	1,200.00
Waiver	
Shipping	
Cleaning	
Labor	
Subtotal	4,667.40
GRAND TOTAL	4,667.40
Deposit	
Amount due	4,667.40

Gary Carlson Equipment

P.O. Box 490684
Blaine, MN 55449
763 792-9123

INVOICE (RENTAL)

Date	Transaction no
12/02/2009	01-5716-0

INVOICE
DAKOTA UNDERGROUND CO. INC.
4001 15 TH AVE NW
PO BOX 5547
FARGO ND 58105
JEFF JOHNSON
Tel.: 701 2829753 Fax: 701 282 0016

SHIPPED
3400 NORTH BROADWAY
FARGO ND
CURT 701 219 1054

Representative :GARY CARLSON
Customer no :05068
Customer P.O. :
Job no. :
Reservation no :
Contract no :3346-0

Terms: 15 Days
:
Start : 11/13/2009 12:46
End : 11/17/2009 17:29
Period : 4 Days 4.733 Hrs
Invoice : 4 Days 4.733 Hrs

Qty	Ret.	B/O	Item	Description	Price	Days	Wk	4 Week	Ext.
5	5		503544	CARLSON 12" ELBOW W/ BAUER		25.00	75.00	225.00	375.00
4	4		503544	CARLSON 12" ELBOW W/ BAUER 45 DEG		25.00	75.00	225.00	300.00
3	3		503542	CARLSON 12X10RS 12" X 10' RUBBER SUCTION		125.00	360.00	1,080.00	1,080.00
			W/ BAUER						
840	840		503548	CARLSON 12X40HDPE 12" X 40' HDPE PIPE			1.93	7.00	1,621.20
			W/ BAUER						
1	1		500039	BAUER E890 8" 90 DEG. ELBOW		25.00	75.00	225.00	75.00
1		1	500531	CHERNE 261398 20' POLY LIFT LINE & GAUGE	189.60				189.60
2		2	501244	FREIGHT - OUTBOUND COMMON CARRIER T.E.	600.00				1,200.00*
1	1		503130-006	PIONEER PP1212S2 12" TRASH PUMP		675.00	2,350.00	6,300.00	2,350.00
			S/N: 1056						

Shipping Notes FARGO AREA WASTE WATER TREATME

ACCEPTANCE AND DISCLAIMER OF WARRANTIES

Customer Agrees to all Terms and Conditions on the front and back of this document. Slide rail Customers additionally Agree to attachment "Slide Rail Terms and Conditions".

Customer
By: _____

Rental	5,801.20
Merchandise	1,389.60
Waiver	
Shipping	
Cleaning	
Labor	
Subtotal	7,190.80
GRAND TOTAL	7,190.80
Deposit	
Amount due	7,190.80

DAKOTA
UNDERGROUND CO., INC
MUNICIPAL AND HEAVY CONTRACTORS
4001 15 Avenue N. W. • Box 5547 • Fargo, ND 58105 • Phone (701) 282-9753 • Fax (701) 282-0016

DEC 07 2009

COPY

December 4, 2009

Kevin Johnson, PE
Advanced Engineering and Environmental Services, Inc.
3101 Frontage Road South
Moorhead, MN 56560

RE: CR20 Force Mains & Incidentals -- Project Completion

Dear Kevin,

The project documents state that all improvement work shall be substantially complete by December 1, 2009 and completed and ready for final payment by June 15, 2010.

As you know, scheduling and coordinating with the CR20 Lift Station project has prevented us from completing our work in the vicinity of the lift station site. The schedule for completing our work is uncertain at this time. Therefore, Dakota Underground Company is requesting a time extension on our contract that will allow a reasonable amount of time for us to complete the remaining work, cleanup, and any punch list items that may arise.

Because we cannot predict a spring start date, we propose that we discuss a revised completion date next spring. At that time the lift station schedule and weather conditions will be more in focus. Dakota Underground pledges to get in and finish all work as early as weather and/or access will permit.

Once you have considered our request, please respond with your determination.

Sincerely,

DAKOTA UNDERGROUND COMPANY

Bob Nelson

Bob Nelson

CHANGE ORDER

No. 3

DATE OF ISSUANCE January 4, 2010 EFFECTIVE DATE January 6, 2010

OWNER City of Fargo
CONTRACTOR Dakota Underground, Inc.
Contract: Contract No. 1 – General Construction
Project: County Road 20 Force Mains
OWNER's Contract No. 5799 ENGINEER's Contract No. P00803-2007-52
ENGINEER Advanced Engineering and Environmental Services, Inc.

You are directed to make the following changes in the Contract Documents:

Description:
This change order incorporates the cost for installing an additional concrete manhole section for two valve vaults.

Reason for Change Order:
The top of the concrete cover for the combination air/vacuum valve vaults at Stations 50+25 and 121+00 were lower than the existing grade so this change order added extensions to raise the top of the vaults to minimize the potential for surface water to enter the vaults and provide drainage away from the vaults. The Substantial and Final Completion dates will remain unchanged.

Attachments: (List documents supporting change)
Attached is a copy of documentation justifying the various changes to the construction documents.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price $ 4,426,662.00	Original Contract Times: Substantial Completion: December 1, 2009 Ready for final payment: June 15, 2010 (days or dates)
Net Increase (Decrease) from previous Change Orders No. 1 to 2: $ 198,389.24	Net change from previous Change Orders No. 1 to No. 2: Substantial Completion: See Below. Ready for final payment: See Below. (days)
Contract Price prior to this Change Order: $ 4,625,051.24	Contract Times prior to this Change Order: Substantial Completion: June 1, 2010 Ready for final payment: June 15, 2010 (days or dates)
Net increase (decrease) of this Change Order: $ 9,323.38	Net increase (decrease) this Change Order: Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Price with all approved Change Orders: $ 4,634,374.62	Contract Times with all approved Change Orders: Substantial Completion: June 1, 2010 Ready for final payment: June 15, 2010 (days or dates)

RECOMMENDED:
By: _____
ENGINEER (Authorized Signature)
Date: 1-4-10

APPROVED:
By: _____
OWNER (Authorized Signature)
Date: _____

ACCEPTED:
By: _____ V.P.
CONTRACTOR (Authorized Signature)
Date: 1-4-10

APPROVED:
By: _____
NDDH (Authorized Signature)
Date: _____

EJCDC 1910-8-B (1996 Edition)

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 changes. 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.

5799-11

Date 11/23/09 &12/2/09 5799-11 | Job # 5799 | Description | Raising 12x10 structures

Employee	Rate	x Hours	Amount	Equipment	Rate	x Hours	Amount
							$0.00
Kurt D	$60.75	10	$607.50	CAT 350L	$129.84	10	$1,298.40
Matt M	$40.50	10	$405.00	Low Boy (Blue)	$172.01	10	$1,720.10
Mike F	$45.00	10	$450.00	CAT966G	$82.93	6	$497.58
Derrick	$33.75	10	$337.50	Bobcat T200	$32.79	8	$262.32
			$0.00	Pickup	$13.01	10	$130.10

subtotal	$1,800.00	Total Equipment	$3,908.50
+ 25% profit & overhead	$450.00		
Total Labor			$2,250.00

Material/Subs Cost	Qty	Amount
- Hancock Invoice #142065	1	$2,531.90
-		
-		
-		
-		

subtotal	$2,531.90	
+ 25% profit & overhead	$632.98	
	Total Material	$3,164.88
	Total	**$9,323.38**

HANCOCK
Concrete Products Company, Inc.

Hancock Concrete Products Co., Inc.
17 Atlantic Avenue
Hancock, MN 56244-9715
Phone: (320) 392-5207
Fax: (320) 392-5155

INVOICE 142065

Invoice Date: 12/2/2009

CUSTOMER

Sold to: 404
DAKOTA UNDERGROUND CO
PO BOX 5547
FARGO, ND 58105

Job Number: 08-588
Ship to: FARGO #5799, CO RD 20 FORCEMAIN
FARGO, ND

SHIP DATE	TRUCK DRIVER	CONTRACT NO.	TERMS	PAGE
12/2/2009	Scott Henrichs		Net 30	1
LOAD	**TRAILER**	**SALES REP**	**EXEMPT #**	**TICKET NO.**
114202		5		142065

Item	Description	Pieces	Units	Shipped	Unit Price	TX	Extension
Structure:	**12X10 BOX MH EXT**						
BMH-1210-2.0	12 X 10 BOX MANHOLE-2.00	1	2 FT	2	$496.00	☑	$992.00
BMH-1210-2.0	12 X 10 BOX MANHOLE-2.00	1	2 FT	2	$496.00	☑	$992.00
Z02-SPECIAL	SET UP FOR SHORT SECTIONS-6 HOURS FORM SETUP AND 1 HOUR SPECIAL STEEL WIDTH	7	1 EA	7	$50.00	☐	$350.00
					Structure Total		$2,334.00
Structure:	**Other**						
R08-0090-1	JOINT MASTIC 1" CS-102 BITUMEN/BUTYL SEALANT	1	116 FT	116	$0.56	☑	$64.73
					Structure Total		$64.73

Taxable	$2,048.73
Non-Taxable	$350.00
Sub Total	$2,398.73
Tax	$133.17
Invoice Total	$2,531.90
Less Deposit	$0.00
Invoice Balance	$2,531.90

XI

COVER SHEET
CITY OF FARGO PROJECTS

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

Exact, full name of Project as it will appear in the Contract:

Traffic Signal Improvements

Project No. 5921

Call For Bids March 8, 2010

Bid Opening Date March 31, 2010

Completion Date August 1, 2010

N/A PWPEC Report (Attach Copy) **Part of 2010 CIP**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Allen Schumacher

Phone No. 297-7780

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

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

TRAFFIC SIGNAL IMPROVEMENTS

PROJECT #5921

Nature & Scope

This project calls for the installation and termination of fiber optic cable from the Sign and Signal Shop to the intersection of University Drive and 18th Avenue South.

Purpose

The purpose of this project is to provide the Traffic Engineering office a redundant fiber optic cable to and from the Sign and Signal Shop. The existing fiber optic line is outdated and needs to be upgraded.

Feasibility

The estimated construction cost of the project is $109,224.00. The project is to be funded by City sales tax.

Estimated Construction Cost:	$109,224.00
Plus 10% Engineering & Administration Fees:	10,922.40
Plus 5% Miscellaneous Fees:	5,461.20
Total Estimated Cost:	$125,607.60

We believe this project to be cost effective.

REGISTERED PROFESSIONAL ENGINEER
JEREMY M. GORDEN
PE-5626
DATE 3-2-10
NORTH DAKOTA

Jeremy M. Gorden, P.E.
Senior Engineer – Transportation

March 2010

COVER SHEET
CITY OF FARGO PROJECTS

X2

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

Exact, full name of Project as it will appear in the Contract:

Street Rehabilitation & Incidentals

Project No. 5927

Call For Bids March 8, 2010

Bid Opening Date March 31, 2010

Completion Date June 7, 2010

N/A PWPEC Report (Attach Copy) **Part of 2010 Capital Improvement Plan**

X Engineer's Report (Attach Copy)

X Direct City Auditor to Advertise for Bids

X Bid Quantities (Attach Copy for Auditor's Office Only)

N/A Notice to Property Owners (Dan Eberhardt)

Project Engineer Cody Eilertson

Phone No. 241-1545

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

N/A Create District (Attach Copy of Legal Description)

N/A Order Plans & Specifications

N/A Approve Plans & Specifications

N/A Adopt Resolution of Necessity

N/A Approve Escrow Agreement (Attach Copy for Commission Office Only)

N/A Assessment Map (Attach Copy for Auditor's Office Only)

ENGINEER'S REPORT

STREET REHABILITATION & INCIDENTALS

PROJECT NO. 5927

Nature & Scope

Under this project, the City will be performing routine joint sealing on various roadways throughout the City.

Purpose

Sealing the joints which have opened up in the roadways due to freeze/thaw conditions has proved to be a very cost effective process. Sealing the joints at this time, prior to roadway deterioration, will improve the ride as well as extend the life of the streets.

Feasibility

The total construction cost is estimated to be $50,000. It will be paid for by Street Rehabilitation funds. The cost breakdown is as follows:

Estimated Construction Cost:	$50,000
Plus 25% Engineering & Administration Fees:	12,500
Total Construction Cost:	$62,500

We believe this project to be cost effective.

Mark H. Bittner
City Engineer

February, 2010

CITY OF Fargo

ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

March 3, 2010

99 1

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. 5640

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 3, 2010, for Asphalt Wear Course, Mill & Overlay & Incidentals, Improvement District No. 5640, located on 42nd, 43 ½, & 44th Street South; on 2nd, 9th, 10th & 13th Avenue South; and on 9th Avenue Circle South.

The bids were as follows:

Northern Improvement Co.	$1,296,021.73
Aggregate Industries	$1,355,989.28
Central Specialties, Inc.	$1,361,140.13
Border States Paving, Inc.	$1,532,958.61
Engineer's Estimate	$1,303,000.00

The special assessment escrow is not required.

This office recommends award of the contract to Northern Improvement Co., in the amount of $1,296,021.73 as the lowest and best bid.

Sincerely,

Mark H. Bittner

Mark H. Bittner
City Engineer

MHB/jmg

ENGINEER'S STATEMENT OF ESTIMATED COST

Asphalt Wear Course, Mill & Overlay & Incidentals

IMPROVEMENT DISTRICT # 5640 Addendum Number: 1
On 42nd, 43 1/2 & 44th St S; On 2nd, 9th, 10tyh & 13th Ave S; and on 9th Ave Circle S

WHEREAS, bids have been opened and filed for the above described Improvement District of the City of Fargo, North Dakota; and

WHEREAS, an estimate of the cost of the work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Mark H. Bittner, do hereby certify as follows:

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

That the following is a detailed statement of the estimated cost of the job described as Asphalt Wear Course, Mill & Overlay & Incidentals Improvement District # 5640 of the City of Fargo, North Dakota.

Section 1

2073 Relocate Existing Hydrant	1.00	EA	10,800.00	10,800.00
3190 Remove Storm Sewer	20.00	LF	40.00	800.00
3440 Remove Inlet	2.00	EA	800.00	1,600.00
3470 Furnish & Install Inlet Casting	1.00	EA	375.00	375.00
3474 Inlet Type 2 Single	2.00	EA	1,865.00	3,730.00
3500 Standard Storm Sewer Manhole	1.00	EA	5,840.00	5,840.00
3660 Remove Asphalt Pavement	600.00	SY	5.50	3,300.00
3670 Remove Concrete Pavement	100.00	SY	8.50	850.00
3887 Inlet Protection - Type C2	3.00	EA	300.00	900.00
3896 Inlet Protection Type C	10.00	EA	100.00	1,000.00
4010 Subgrade Preparation	800.00	SY	5.80	4,640.00
4050 Geotextile Filter Fabric	800.00	SY	2.00	1,600.00
4069 Gravel Base (Class 5) - 9"	800.00	SY	9.95	7,960.00
4104 Concrete Curb & Gutter (Type II)	2,150.00	LF	14.95	32,142.50
4107 Concrete Valley Gutter	15.00	LF	18.65	279.75
4132 7" RC Driveway	115.00	SY	56.00	6,440.00
4138 4" RC Sidewalk	725.00	SY	38.95	28,238.75
4204 Aggregate for Asphalt Overlay	3,600.00	TON	27.70	99,720.00
4221 Asphalt Cement	48,800.00	GAL	2.95	143,960.00
4310 Remove Curb & Gutter	1,420.00	LF	5.15	7,313.00
4316 Detectable Warning Panels	256.00	SF	23.00	5,888.00
4320 Remove 4" Concrete Sidewalk	60.00	SY	8.90	534.00
4341 Asphalt Base Course (Includes 5 - 5 1/2% Oil)	350.00	TON	72.85	25,497.50
4345 Furnish Manhole Casting & Cover	25.00	EA	310.00	7,750.00
4354 Milling 1-2"	28,690.00	SY	1.75	50,207.50
4444 Furnish Manhole Cover/Concealed Pick Hole	5.00	EA	180.00	900.00
4460 4" Perforated PVC w/Fabric Wrap	2,150.00	LF	3.65	7,847.50
4480 Remove & Replace Watertight Manhole Seals	1.00	EA	195.00	195.00
4485 Casting to Grade (Over Depth)	1.00	EA	315.00	315.00
4490 Castings to Grade	34.00	EA	585.00	19,890.00
4492 Gate Valve Boxes to Grade	19.00	EA	310.00	5,890.00
4510 Traffic Control	1.00	LS	8,350.00	8,350.00

ENGINEER'S STATEMENT OF ESTIMATED COST

Asphalt Wear Course, Mill & Overlay & Incidentals

IMPROVEMENT DISTRICT # 5640

On 42nd, 43 1/2 & 44th St S; On 2nd, 9th, 10tyh & 13th Ave S; and on 9th Ave Circle S

	QUANTITY	UNIT	UNIT COST	EXTENDED PRICE
4606 Seeding with Hydro-mulch	3,000.00	SY	1.50	4,500.00
5009 400W HPS Lum. w/Standard	2.00	EA	2,625.00	5,250.00
5018 #6 USE Cu Conductor	1,113.00	LF	1.05	1,168.65
5027 Remove Bases	2.00	EA	157.50	315.00
5071 Remove Light Standard	2.00	EA	105.00	210.00
5074 1-1/2" Innerduct	371.00	LF	7.35	2,726.85
5075 Concrete Base	2.00	EA	525.00	1,050.00
7080 Remove & Salvage Traffic Signal Equipment	1.00	LS	210.00	210.00
7108 1-Way 1 Sec. Pedestrian Head Post Mtd.	8.00	EA	630.00	5,040.00
7115 1-Way 5 Sec. Cluster Head M.A. Mtd.	4.00	EA	1,575.00	6,300.00
7116 1-Way 5 Sec. Stack Head Post Mtd.	4.00	EA	1,470.00	5,880.00
7390 Install Pull Box	1.00	EA	1.05	1.05
7391 Install PVC Pull Box	1.00	EA	840.00	840.00
7412 No. 12 AWG 7 Conductor	839.00	LF	2.10	1,761.90
7430 Detector Loop Conduit Pre-wired	4,128.00	LF	1.05	4,334.40
7431 Loop Lead-in Conductor	1,385.00	LF	1.05	1,454.25
7432 Saw Slot	1,168.00	LF	10.50	12,264.00
7535 6" Pavement Marking	569.00	LF	8.20	4,665.80
7537 16" Pavement Marking	164.00	LF	18.70	3,066.80
7544 Paint 4" Epoxy	16,446.00	LF	0.65	10,689.90
7546 Paint 8" Epoxy	1,687.00	LF	2.10	3,542.70
7549 Paint Epoxy Messages	697.50	SF	6.30	4,394.25
7565 Grooved Plastic Markings (arrows)	77.50	SF	31.50	2,441.25
7570 4" Grooved Plastic Marking Film	310.00	LF	6.30	1,953.00
7572 8" Grooved Plastic Marking Film	396.00	LF	12.60	4,989.60
7730 Install Sign Assembly	17.00	EA	26.25	446.25
7740 Engineering Grade Signs	70.00	SF	14.70	1,029.00
7751 High Intensity Prismatic Signs	90.50	SF	16.80	1,520.40
7753 Diamond Grade Cubed Signs	30.20	SF	18.90	570.78
7755 Sign Assembly & Anchor	15.00	EA	152.25	2,283.75
7803 Revise Controller and Cabinet	1.00	EA	2,625.00	2,625.00
			Section 1 Sub Total:	**$592,278.08**

Section 2

3654 Remove & Replace Curb & Gutter	400.00	LF	40.70	16,280.00
3664 Remove & Replace Asphalt Pavement	150.00	SY	60.40	9,060.00
3896 Inlet Protection Type C	20.00	EA	100.00	2,000.00
4010 Subgrade Preparation	36.00	SY	6.00	216.00
4050 Geotextile Filter Fabric	36.00	SY	2.00	72.00
4138 4" RC Sidewalk	200.00	SY	60.00	12,000.00
4204 Aggregate for Asphalt Overlay	4,310.00	TON	25.80	111,198.00

ENGINEER'S STATEMENT OF ESTIMATED COST

Asphalt Wear Course, Mill & Overlay & Incidentals

IMPROVEMENT DISTRICT # 5640

On 42nd, 43 1/2 & 44th St S; On 2nd, 9th, 10tyh & 13th Ave S; and on 9th Ave Circle S

	QUANTITY	UNIT	UNIT COST	EXTENDED PRICE
4221 Asphalt Cement	58,450.00	GAL	2.55	149,047.50
4316 Detectable Warning Panels	400.00	SF	23.00	9,200.00
4320 Remove 4" Concrete Sidewalk	175.00	SY	8.90	1,557.50
4345 Furnish Manhole Casting & Cover	45.00	EA	310.00	13,950.00
4352 Milling along Curb	14,000.00	LF	1.30	18,200.00
4354 Milling 1-2"	11,230.00	SY	1.75	19,652.50
4444 Furnish Manhole Cover/Concealed Pick Hole	5.00	EA	180.00	900.00
4490 Castings to Grade	40.00	EA	585.00	23,400.00
4492 Gate Valve Boxes to Grade	13.00	EA	310.00	4,030.00
4510 Traffic Control	1.00	LS	6,200.00	6,200.00
4606 Seeding with Hydro-mulch	200.00	SY	2.10	420.00
7433 Replace Traffic Signal Detector Loop	4.00	EA	735.00	2,940.00
7535 6" Pavement Marking	77.00	LF	14.70	1,131.90
7537 16" Pavement Marking	22.00	LF	27.30	600.60
7538 24" Pavement Marking	96.00	LF	36.75	3,528.00
7544 Paint 4" Epoxy	200.00	LF	3.15	630.00
7546 Paint 8" Epoxy	100.00	LF	6.30	630.00
7549 Paint Epoxy Messages	31.00	SF	21.00	651.00
			Section 2 Sub Total:	**$407,495.00**

Section 3

3654 Remove & Replace Curb & Gutter	144.00	LF	40.70	5,860.80
4138 4" RC Sidewalk	63.00	SY	60.00	3,780.00
4204 Aggregate for Asphalt Overlay	1,570.00	TON	31.05	48,748.50
4207 Asphalt Overlay (Incl. 5.5-6% oil)	70.00	TON	72.25	5,057.50
4221 Asphalt Cement	21,250.00	GAL	2.95	62,687.50
4316 Detectable Warning Panels	144.00	SF	23.00	3,312.00
4320 Remove 4" Concrete Sidewalk	63.00	SY	8.90	560.70
4354 Milling 1-2"	14,210.00	SY	1.75	24,867.50
4490 Castings to Grade	2.00	EA	585.00	1,170.00
4492 Gate Valve Boxes to Grade	6.00	EA	310.00	1,860.00
4510 Traffic Control	1.00	LS	8,685.00	8,685.00
7430 Detector Loop Conduit Pre-wired	2,822.00	LF	1.05	2,963.10
7432 Saw Slot	748.00	LF	10.50	7,854.00
7535 6" Pavement Marking	717.00	LF	10.50	7,528.50
7536 8" Pavement Marking	152.00	LF	26.25	3,990.00
7537 16" Pavement Marking	229.00	LF	21.00	4,809.00
7544 Paint 4" Epoxy	900.00	LF	0.80	720.00
7546 Paint 8" Epoxy	2,114.00	LF	2.10	4,439.40
7549 Paint Epoxy Messages	279.00	SF	7.35	2,050.65
			Section 3 Sub Total:	**$200,944.15**

Section 4

ENGINEER'S STATEMENT OF ESTIMATED COST

Asphalt Wear Course, Mill & Overlay & Incidentals

IMPROVEMENT DISTRICT # 5640

On 42nd, 43 1/2 & 44th St S; On 2nd, 9th, 10tyh & 13th Ave S; and on 9th Ave Circle S

	QUANTITY	UNIT	UNIT COST	EXTENDED PRICE
3896 Inlet Protection Type C	10.00	EA	100.00	1,000.00
4202 Aggregate for Asphalt Wearing Course	1,260.00	TON	24.25	30,555.00
4221 Asphalt Cement	17,070.00	GAL	2.55	43,528.50
4345 Furnish Manhole Casting & Cover	5.00	EA	310.00	1,550.00
4352 Milling along Curb	5,400.00	LF	1.25	6,750.00
4444 Furnish Manhole Cover/Concealed Pick Hole	10.00	EA	180.00	1,800.00
4490 Castings to Grade	12.00	EA	585.00	7,020.00
4492 Gate Valve Boxes to Grade	2.00	EA	310.00	620.00
4510 Traffic Control	1.00	LS	1,325.00	1,325.00
4606 Seeding with Hydro-mulch	600.00	SY	1.50	900.00
7544 Paint 4" Epoxy	320.00	LF	0.80	256.00
			Section 4 Sub Total:	**$95,304.50**
			Construction Total:	**$1,296,021.73**

ENGINEER'S STATEMENT OF ESTIMATED COST

Asphalt Wear Course, Mill & Overlay & Incidentals

IMPROVEMENT DISTRICT # 5640

On 42nd, 43 1/2 & 44th St S; On 2nd, 9th, 10tyh & 13th Ave S; and on 9th Ave Circle S

Construction Total:		1,296,021.73
Engineering:	6.37 %	82,556.58
Legal:	7.00 %	90,721.52
Contingencies:	10.00 %	129,602.17
Administration:	6.00 %	77,761.30
Interest:	8.00 %	103,681.74
	Sub-Total:	1,780,345.05
	Less Street Rehab Funds:	0.00
	Less Water Department Funds:	0.00
	Less Street Sales Tax Funds:	669,198.28

TOTAL ESTIMATED ASSESSED COSTS: 1,111,146.77

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

Date: 3/3/2010

Mark H. Bittner

Mark H. Bittner
City Engineer

REGISTERED PROFESSIONAL ENGINEER
MARK H. BITTNER
PE - 1958
DATE: 3-3-10
NORTH DAKOTA

CITY OF Fargo

ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

March 3, 2010

99 2

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: Improvement District No. 5907

Dear Commissioners:

Bids were opened at 11:30 AM on Wednesday, March 3, 2010, for Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals, Improvement District No. 5907, located at Umber Court South.

The bids were as follows:

Dakota Underground	$597,624.90
Kindred Plumbing & Heating, Inc.	$624,881.94
Shermans LLC	$628,487.21
Northern Improvement Co.	$667,380.53
Central Specialties, Inc.	$675,058.95
Master Construction Co., Inc.	$678,166.60
United Crane & Excavation, Inc.	$686,028.88
Northdale Construction	$708,252.40
LaTour Construction, Inc.	$714,927.58
Border States Paving, Inc.	$723,323.28
George E. Haggart, Inc.	$725,997.65
Rising Sun Construction, Inc.	$730,082.85
Kuechle Underground	$764,521.44
Engineer's Estimate	$680,000.00

The special assessment escrow is in order.

This office recommends award of the contract to Dakota Underground, in the amount of $597,624.90 as the lowest and best bid.

Sincerely,

Mark H. Bittner

Mark H. Bittner
City Engineer

MHB/pan

ENGINEER'S STATEMENT OF ESTIMATED COST

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

IMPROVEMENT DISTRICT # 5907 Addendum Number: 1
Umber Court South

WHEREAS, bids have been opened and filed for the above described Improvement District of the City of Fargo, North Dakota; and

WHEREAS, an estimate of the cost of the work is required by the engineer for the City of Fargo, North Dakota;

NOW THEREFORE Mark H. Bittner, do hereby certify as follows:

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

That the following is a detailed statement of the estimated cost of the job described as Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals Improvement District # 5907 of the City of Fargo, North Dakota.

Sanitary Sewer

1002 Standard Compaction Earth Backfill	3,634.00	LF	0.50	1,817.00
1006 6" Sanitary Sewer	1,886.00	LF	13.00	24,518.00
1008 8" Sanitary Sewer	747.00	LF	15.50	11,578.50
1010 10" Sanitary Sewer	1,001.00	LF	16.50	16,516.50
1500 Standard Sanitary Sewer Manhole	9.00	EA	1,500.00	13,500.00
1556 1-1/4" Crushed Rock	50.00	CY	35.00	1,750.00
1610 Strip Black Dirt	1.00	LS	17,000.00	17,000.00
3992 Temporary Construction Entrance	2.00	LS	900.00	1,800.00
4680 Traffic Surface Gravel	100.00	TON	11.00	1,100.00
			Sanitary Sewer Sub Total:	**$89,580.00**

Water Main

1002 Standard Compaction Earth Backfill	4,037.00	LF	0.50	2,018.50
2006 6" Water Main	20.00	LF	20.00	400.00
2008 8" Water Main	2,354.00	LF	16.00	37,664.00
2041 1" Cu	1,663.00	LF	12.00	19,956.00
2050 Water Service Connection	46.00	EA	240.00	11,040.00
2060 5" Hydrant	4.00	EA	2,790.00	11,160.00
2106 6" Gate Valve	4.00	EA	775.00	3,100.00
2108 8" Gate Valve	4.00	EA	1,100.00	4,400.00
2250 Mechanical Joint Fittings	1,815.00	LB	1.60	2,904.00
			Water Main Sub Total:	**$92,642.50**

Storm Sewer

1002 Standard Compaction Earth Backfill	1,687.00	LF	0.50	843.50
3012 12" Storm Sewer	456.00	LF	17.00	7,752.00
3015 15" Storm Sewer	347.00	LF	19.00	6,593.00
3018 18" Storm Sewer	167.00	LF	21.00	3,507.00
3024 24" RCP Storm Sewer	670.00	LF	26.00	17,420.00
3027 27" RCP Storm Sewer	47.00	LF	40.00	1,880.00
3100 12" Storm Sewer w/Gravel Backfill	178.00	LF	41.00	7,298.00
3101 15" Storm Sewer w/Gravel Backfill	26.00	LF	45.00	1,170.00
3190 Remove Storm Sewer	32.00	LF	100.00	3,200.00
3450 A Inlet	7.00	EA	675.00	4,725.00
3452 B Inlet	4.00	EA	675.00	2,700.00

ENGINEER'S STATEMENT OF ESTIMATED COST

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

IMPROVEMENT DISTRICT # 5907
Umber Court South

	QUANTITY	UNIT	UNIT COST	EXTENDED PRICE
3454 C Inlet	4.00	EA	675.00	2,700.00
3500 Standard Storm Sewer Manhole	5.00	EA	1,480.00	7,400.00
3754 Seeding with Mulch	11,000.00	SY	0.20	2,200.00
3894 Inlet Protection Type A1	9.00	EA	80.00	720.00
3898 Inlet Protection Type A2	6.00	Ea	80.00	480.00
3991 Storm Water Management	1.00	LS	500.00	500.00
			Storm Sewer Sub Total:	**$71,088.50**
Paving				
3322 Splash Pad	12.00	SY	170.00	2,040.00
3887 Inlet Protection - Type C2	15.00	EA	220.00	3,300.00
4000 Excavation	2,500.00	CY	3.00	7,500.00
4002 Subcut	2,500.00	CY	3.00	7,500.00
4008 Grade Boulevards	1.00	LS	4,000.00	4,000.00
4010 Subgrade Preparation	7,518.00	SY	0.90	6,766.20
4050 Geotextile Filter Fabric	7,518.00	SY	1.30	9,773.40
4068 Gravel Base (Class 5) - 7"	7,518.00	SY	5.05	37,965.90
4100 Concrete Curb & Gutter (Type I)	3,948.00	LF	10.00	39,480.00
4104 Concrete Curb & Gutter (Type II)	328.00	LF	14.00	4,592.00
4138 4" RC Sidewalk	958.00	SY	30.00	28,740.00
4200 Aggregate for Asphalt Base Course	1,840.00	TON	27.85	51,244.00
4221 Asphalt Cement	24,860.00	GAL	2.40	59,664.00
4316 Detectable Warning Panels	136.00	SF	37.00	5,032.00
4460 4" Perforated PVC w/Fabric Wrap	4,276.00	LF	2.50	10,690.00
4461 Install Watertight Manhole Seals	9.00	EA	230.00	2,070.00
4465 Install Watertight Manhole Seal Extension	9.00	EA	160.00	1,440.00
4483 Curb Stop to Grade	46.00	EA	40.00	1,840.00
4490 Castings to Grade	18.00	EA	225.00	4,050.00
4491 Boulevard Castings to Grade	8.00	EA	75.00	600.00
4493 Boulevard Gate Valve Boxes to Grade	8.00	EA	50.00	400.00
4514 Traffic Control (Minor)	1.00	LS	300.00	300.00
4606 Seeding with Hydro-mulch	8,500.00	SY	0.45	3,825.00
			Paving Sub Total:	**$292,812.50**
Street Lighting				
5018 #6 USE Cu Conductor	6,621.00	LF	1.00	6,621.00
5053 100W HPS Lum. (Decorative) w/Standard	16.00	EA	1,730.00	27,680.00
5057 100W HPS Lum. (Decorative) w/Standard (MSO)	2.00	EA	1,480.00	2,960.00
5074 1-1/2" Innerduct	2,004.00	LF	3.90	7,815.60
5075 Concrete Base	16.00	EA	200.00	3,200.00
7390 Install Pull Box	1.00	EA	700.00	700.00

ENGINEER'S STATEMENT OF ESTIMATED COST

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

IMPROVEMENT DISTRICT # 5907
Umber Court South

	QUANTITY	UNIT	UNIT COST	EXTENDED PRICE
			Street Lighting Sub Total:	**$48,976.60**
Signing & Striping				
7730 Install Sign Assembly	9.00	EA	70.00	630.00
7740 Engineering Grade Signs	26.50	SF	12.00	318.00
7753 Diamond Grade Cubed Signs	50.10	SF	18.00	901.80
7755 Sign Assembly & Anchor	9.00	EA	75.00	675.00
			Signing & Striping Sub Total:	**$2,524.80**
			Construction Total:	**$597,624.90**

ENGINEER'S STATEMENT OF ESTIMATED COST

Sanitary Sewer, Water Main, Storm Sewer, Paving, Street Lights & Incidentals

IMPROVEMENT DISTRICT # 5907
Umber Court South

Construction Total:		597,624.90
Engineering:	11.00 %	65,738.74
Legal:	7.00 %	41,833.74
Contingencies:	10.00 %	59,762.49
Administration:	6.00 %	35,857.49
Interest:	8.00 %	47,809.99
	Sub-Total:	848,627.36
	Less Street Rehab Funds:	0.00
	Less Water Department Funds:	0.00

TOTAL ESTIMATED ASSESSED COSTS: 848,627.36

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

Date: 3/3/2010

Mark H. Bittner
City Engineer

REGISTERED PROFESSIONAL ENGINEER
MARK H. BITTNER
PE - 1958
DATE: 3-3-10
NORTH DAKOTA

CITY OF Fargo

ENGINEERING DEPARTMENT
200 3rd Street North
Fargo, North Dakota 58102
Phone: (701) 241-1545
Fax: (701) 241-8101
E-Mail: feng@cityoffargo.com

February 26, 2010

Honorable Board of City
Commissioners
City of Fargo
Fargo, ND

Re: NDDOT Bid Award Concurrence
45th Street Interchange and I-94
Improvement District No. 5700 (Phase 4)
NDDOT Project IM-SU-8-094(055)348

Dear Commissioners:

Bids were opened by the NDDOT on February 19, 2010 for Project IM-SU-8-094(055)348 for Grading, Surfacing, Storm Drain, Structural, Signals, Lighting, Marking & Incidentals, Improvement District No. 5700 (Phase 4) at I-94 and 45th Street Interchange.

The bids were as follows:

Industrial Builders, Inc., Fargo ND	$7,669,060.89
Northern Improvement Co., Fargo, ND	$7,780,400.69
Upper Plains Contracting, Inc., Aberdeen, SD	$7,790,006.94
Wanzek Construction, Inc., Fargo ND	$7,992,837.78
Strata Corporation, Grand Forks, ND	$8,436,301.30
Engineer's Estimate	$7,809,228.28

The special assessment escrow is not required.

The Fargo cost share is $1,033,278.75.

This office recommends that the City concur in the bid award to Industrial Builders, Inc., in the amount of $7,669,060.89 as the lowest and best bid.

Sincerely,

Mark H. Bittner

Mark H. Bittner,
City Engineer

MHB/bem
Attachment

North Dakota Department of Transportation

Francis G. Ziegler, P.E.
Director

John Hoeven
Governor

February 22, 2010

Mr. Mark Bittner
City Engineer
200 N 3rd Street
Fargo, ND 58102

PROJECT: IM-SU-8-094(055)348 – FARGO I-94 AND 45TH ST INTERCHANGE

Bids for the construction on the above noted project were taken at our bid opening of February 19, 2010. A copy of the "Cost Breakdown" and "Abstract of Bids" is enclosed.

The low bid for the Grading, Surfacing, Storm Drain, Structural, Signals, Lighting, Marking, and Incidentals was submitted by Industrial Builders, Inc. of Fargo, ND in the amount of $7,669,060.89. According to the agreement and its amendment with the City of Fargo, the City's share is estimated to be $1,033,278.75.

Before we can award to the low bidder, Industrial Builders, Inc., we need the City of Fargo to concur, in writing, in the estimated amount.

CAL J. GENDREAU, P.E. - CONSTRUCTION SERVICES ENGINEER

80/lp
Enclosure

608 East Boulevard Avenue • Bismarck, North Dakota 58505-0700
Information: (701) 328-2500 • FAX: (701) 328-0310 • TTY: (701) 328-4156 • www.dot.nd.gov

Mark Bittner

From: Peterson, Laurie J. [lpeterso@nd.gov]
Sent: Wednesday, February 24, 2010 9:38 AM
To: Mark Bittner
Cc: Striefel, Ardin L.; Hanson, Stacey M.
Subject: FW: Letter to City of Fargo - Job 14, February 19, 2010 Bid Opening - CORRECTED ESTIMATE ATTACHED
Attachments: doc20100224080525.pdf

Mark,

Attached is the revised Contract Detail Estimate showing the City's correct participation amounts for project IM-SU-8-094(055)348.

Laurie Peterson
NDDOT - Construction Services
608 East Boulevard Avenue
Bismarck, ND 58505-0700
Ph: 701.328.2566
Fax: 701.328.4928
lpeterso@nd.gov

-----Original Message-----
From: Peterson, Laurie J.
Sent: Tuesday, February 23, 2010 12:20 PM
To: mbittner@cityoffargo.com
Cc: Hanson, Stacey M.; Striefel, Ardin L.
Subject: Letter to City of Fargo - Job 14, February 19, 2010 Bid Opening

Mark,

Please see attached letter and bid documents. The originals are in the mail. We are in the process of having the Contract Detail Estimate revised to show the City's $1,000,000 share in the project. We will send you a copy of the revised estimate as soon as it is available.

Laurie Peterson
NDDOT - Construction Services
608 East Boulevard Avenue
Bismarck, ND 58505-0700
Ph: 701.328.2566
Fax: 701.328.4928
lpeterso@nd.gov

North Dakota **FEDERAL AID**

Project Number: **IM-SU-8-094(055)348**

PCN: **16216**

Job Number: **14**

Bid Opening Date: **2/19/2010**

Revised Date: **2/24/2010**

English/Metric: **ENGLISH**

Contract with **INDUSTRIAL BUILDERS INC FARGO, ND**

Signed Date:

County(s): **CASS**

Location: **FARGO I-94 AND 45TH STREET INTERCHANGE**

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

North Dakota FEDERAL AID

Project Number: IM-SU-8-094(055)348 PCN: 16216 Job Number: 14

Bid Opening Date: 2/19/2010
Revised Date: 2/24/2010
English/Metric: ENGLISH

Roadway: URBAN

STA 18397+85.42 TO STA 18453+09.44
RP 348.418 TO RP 349.464

Type: GRADING, SURFACING, STORM DRAIN, STRUCTURAL, SIGNALS, LIGHTING, MARKING AND INCIDENTALS

Participating: Y

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
103	0100	CONTRACT BOND	1.000	L SUM	$44,000.00	$44,000.00
108	0001	CRITICAL PATH METHOD SCHEDULE	1.000	L SUM	$12,000.00	$12,000.00
201	0330	CLEARING & GRUBBING	1.000	L SUM	$8,250.00	$8,250.00
202	0113	REMOVAL OF CONCRETE	16.000	CY	$350.00	$5,600.00
202	0119	SAW CONCRETE	7,236.000	LF	$3.40	$24,602.40
202	0136	REMOVAL OF PAVEMENT	27,661.000	TON	$8.81	$243,693.41
202	0174	REMOVAL OF PIPE ALL TYPES AND SIZES	513.000	LF	$12.75	$6,540.75
202	0230	REMOVAL OF INLETS	5.000	EA	$383.00	$1,915.00
202	0310	REMOVAL OF CHAIN LINK FENCE	6,839.000	LF	$2.42	$16,550.38
203	0101	COMMON EXCAVATION-TYPE A	27,890.000	CY	$5.52	$153,952.80
203	0109	TOPSOIL	21,000.000	CY	$3.09	$64,890.00
203	0119	TOPSOIL-IMPORTED	2,400.000	CY	$8.24	$19,776.00
203	0140	BORROW-EXCAVATION	9,912.000	CY	$5.67	$56,201.04
203	0196	EMBANKMENT-TYPE B	1.000	EA	$1,575.00	$1,575.00
216	0100	WATER	839.000	M GAL	$13.00	$10,907.00
230	0300	SUBGRADE PREPARATION-TYPE A	4.000	STA	$618.00	$2,472.00
302	0101	SALVAGED BASE COURSE	17,048.000	CY	$29.00	$494,392.00
401	0100	MC70 OR 250 LIQUID ASPHALT	292.000	GAL	$4.75	$1,387.00
408	0185	HOT BITUMINOUS PAVEMENT CL 29	689.000	TON	$46.50	$32,038.50
408	0445	PG 58-28 ASPHALT CEMENT	41.000	TON	$556.00	$22,796.00
550	0310	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	37,696.000	SY	$48.00	$1,809,408.00
602	1200	JERSEY BARRIER FORMED OR SLIP FORMED	112.000	LF	$350.00	$39,200.00
622	0041	STEEL PILING HP 12 X 53-DOMESTIC	270.000	LF	$35.00	$9,450.00
702	0100	MOBILIZATION	1.000	L SUM	$353,000.00	$353,000.00
704	0100	FLAGGING	6,000.000	MHR	$29.00	$174,000.00
704	1000	TRAFFIC CONTROL SIGNS	4,080.000	UNIT	$2.06	$8,404.80
704	1035	ATTENUATION DEVICE-TYPE B-25	2.000	EA	$2,160.00	$4,320.00
704	1041	ATTENUATION DEVICE-TYPE B-55	2.000	EA	$2,575.00	$5,150.00
704	1052	TYPE III BARRICADE	51.000	EA	$62.00	$3,162.00
704	1060	DELINEATOR DRUMS	652.000	EA	$15.45	$10,073.40
704	1072	FLEXIBLE DELINEATORS	53.000	EA	$46.35	$2,456.55
704	1088	SEQUENCING ARROW PANEL-TYPE C-CROSSOVER	4.000	EA	$2,060.00	$8,240.00
704	3510	PRECAST CONCRETE MED BARRIER-STATE FURNISHED	245.000	EA	$100.00	$24,500.00
704	4010	PORTABLE CHANGEABLE MESSAGE SIGN	2,000.000	HR	$2.06	$4,120.00
704	5050	COVER SIGN	1.000	EA	$3,090.00	$3,090.00
706	0300	FIELD LABORATORY-TYPE C	1.000	EA	$13,000.00	$13,000.00
706	0400	FIELD OFFICE	1.000	EA	$11,500.00	$11,500.00
708	1410	FIBER ROLLS 6IN	4,745.000	LF	$1.50	$7,117.50
708	1430	FIBER ROLLS 12IN	3,035.000	LF	$2.48	$7,526.80
708	2280	SEEDING-TYPE B-CL V	42.904	ACRE	$424.00	$18,191.30
708	5500	MULCHING	42.904	ACRE	$220.00	$9,438.88
708	5653	ECB TYPE 4	2,910.000	SY	$3.04	$8,846.40

North Dakota **FEDERAL AID**

Project Number: **IM-SU-8-094(055)348** PCN: **16216** Job Number: **14**

Bid Opening Date: **2/19/2010**
Revised Date: **2/24/2010**
English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
708	8500	STABILIZED CONSTRUCTION ACCESS	4.000	EA	$5,150.00	$20,600.00
709	0701	GEOTEXTILE FABRIC-TYPE R1	12,517.000	SY	$1.50	$18,775.50
714	3150	HEADWALL-PRECAST CONCRETE 4IN	1.000	EA	$250.00	$250.00
714	4097	PIPE CONDUIT 15IN-STORM DRAIN	1,732.000	LF	$48.50	$84,002.00
714	4100	PIPE CONDUIT 18IN	8.000	LF	$73.00	$584.00
714	4101	PIPE CONDUIT 18IN-STORM DRAIN	162.000	LF	$61.00	$9,882.00
714	4105	PIPE CONDUIT 24IN	142.000	LF	$42.00	$5,964.00
714	4110	PIPE CONDUIT 30IN	48.000	LF	$112.00	$5,376.00
714	8039	PIPE STEEL SMOOTH WALL .375IN 24IN BORED	96.000	LF	$323.00	$31,008.00
714	9680	PLUG PIPE-ALL TYPES & SIZES	1.000	EA	$3,340.00	$3,340.00
720	0100	MONUMENTS	1.000	EA	$200.00	$200.00
720	0110	RIGHT OF WAY MARKERS	2.000	EA	$103.00	$206.00
722	0100	MANHOLE 48IN	2.000	EA	$1,465.00	$2,930.00
722	1100	MANHOLE RISER 48IN	10.210	LF	$117.00	$1,194.57
722	3510	INLET-TYPE 2	15.000	EA	$1,550.00	$23,250.00
722	3701	INLET SPECIAL-TYPE 2 48IN	1.000	EA	$2,070.00	$2,070.00
722	3900	INLET SLOTTED DRAIN 12IN	48.000	LF	$69.00	$3,312.00
748	0140	CURB & GUTTER-TYPE I	7,447.000	LF	$16.30	$121,386.10
750	0115	SIDEWALK CONCRETE 4IN	924.000	SY	$28.30	$26,149.20
750	0210	CONCRETE MEDIAN NOSE PAVING	165.000	SY	$80.00	$13,200.00
750	0250	CONCRETE MEDIAN PAVING COLORED W/BRICK PATTERN	3,211.000	SY	$50.00	$160,550.00
750	2115	DETECTABLE WARNING PANELS	124.000	SF	$31.00	$3,844.00
752	0600	FENCE CHAIN LINK	6,126.000	LF	$6.80	$41,656.80
752	0911	TEMPORARY SAFETY FENCE	300.000	LF	$1.81	$543.00
752	3100	CORNER ASSEMBLY CHAIN LINK	6.000	EA	$257.00	$1,542.00
752	4160	DOUBLE BRACE ASSEMBLY CHAIN LINK	5.000	EA	$257.00	$1,285.00
754	0117	FLAT SHEET FOR SIGNS-TYPE 3A REFL SHEETING	651.000	SF	$16.00	$10,416.00
754	0195	DIAMOND GRADE DELINEATORS-TYPE A	10.000	EA	$34.00	$340.00
754	0196	DIAMOND GRADE DELINEATORS-TYPE B	65.000	EA	$35.00	$2,275.00
754	0198	DIAMOND GRADE DELINEATORS-TYPE D	3.000	EA	$43.70	$131.10
754	0206	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	394.000	LF	$16.00	$6,304.00
754	0210	GALV STEEL POST-STANDARD PIPE	201.000	LF	$35.65	$7,165.65
754	0214	GALV STEEL POSTS-W-SHAPE POSTS(TWO OR MORE)	458.000	LF	$54.25	$24,846.50
754	0532	PANEL FOR SIGNS-TYPE 3A REFLECTIVE SHEETING	1,005.000	SF	$19.00	$19,095.00
754	0536	OVERLAY PANEL-TYPE 3A REFLECTIVE SHEETING	180.000	SF	$14.25	$2,565.00
754	0539	EXTRU ALUM SIGN PANEL-TYPE 3A REFL SHEETING	2,622.000	SF	$20.00	$52,440.00
754	0557	INTERSTATE MILE POSTS-TYPE C	2.000	EA	$152.00	$304.00
754	0592	RESET SIGN PANEL	5.000	EA	$59.00	$295.00
754	0593	RESET SIGN SUPPORT	1.000	EA	$109.00	$109.00
754	0801	OBJECT MARKERS - TYPE I	4.000	EA	$104.50	$418.00
754	0805	OBJECT MARKERS - CULVERTS	11.000	EA	$23.70	$260.70
754	1100	CLASS AE CONCRETE-SIGN FOUNDATIONS	82.800	CY	$900.00	$74,520.00
754	1104	REMOVE SIGN FOUNDATION	30.000	EA	$260.00	$7,800.00
754	1211	OVERHEAD SIGN STR BRIDGE MOUNTED	2.000	EA	$23,000.00	$46,000.00
754	1220	REMOVE OVERHEAD SIGN STR BRIDGE MOUNTED	1.000	EA	$2,425.00	$2,425.00
754	1240	REVISE OVERHEAD SIGN STR BRIDGE MOUNTED	2.000	EA	$16,750.00	$33,500.00
754	1309	OVERHEAD SIGN STR 24FT CANTILEVER	1.000	EA	$48,000.00	$48,000.00
754	1323	OVERHEAD SIGN STR 38FT CANTILEVER	1.000	EA	$90,000.00	$90,000.00
754	1390	REMOVE OVERHEAD SIGN STR CANTILEVER	1.000	EA	$4,000.00	$4,000.00
754	1470	OVERHEAD SIGN STR 110FT TRUSS	1.000	EA	$115,000.00	$115,000.00

North Dakota FEDERAL AID

Project Number: IM-SU-8-094(055)348 PCN: 16216 Job Number: 14

Bid Opening Date: 2/19/2010
Revised Date: 2/24/2010
English/Metric: ENGLISH

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
754	1488	OVERHEAD SIGN STR 128FT TRUSS	1.000	EA	$99,000.00	$99,000.00
754	1590	REMOVE OVERHEAD SIGN STR TRUSS	2.000	EA	$4,900.00	$9,800.00
762	0122	PREFORMED PATTERNED PVMT MK-MESSAGE(GROOVED)	850.000	SF	$18.00	$15,300.00
762	0418	SHORT TERM 4IN LINE-TYPE R-WR	26,819.000	LF	$1.32	$35,401.08
762	0423	SHORT TERM 8IN LINE-TYPE R-WR	7,062.000	LF	$2.63	$18,573.06
762	0426	SHORT TERM 24IN LINE-TYPE R	289.000	LF	$15.75	$4,551.75
762	0430	SHORT TERM 4IN LINE-TYPE NR	307.000	LF	$0.36	$110.52
762	0434	SHORT TERM 8IN LINE-TYPE NR	1,538.000	LF	$0.95	$1,461.10
762	0436	SHORT TERM 24IN LINE-TYPE NR	133.000	LF	$3.65	$485.45
762	0441	SHORT TERM MESSAGE-TYPE R-WR	282.000	SF	$15.45	$4,356.90
762	0442	SHORT TERM MESSAGE-TYPE NR	76.000	SF	$2.57	$195.32
762	1140	PVMT MK PAINTED CURB TOP & FACE	599.000	LF	$1.57	$940.43
762	1305	PREFORMED PATTERNED PVMT MK 4IN LINE-GROOVED	25,254.000	LF	$3.14	$79,297.56
762	1307	PREFORMED PATTERNED PVMT MK 6IN LINE-GROOVED	1,051.000	LF	$5.63	$5,917.13
762	1309	PREFORMED PATTERNED PVMT MK 8IN LINE-GROOVED	7,998.000	LF	$6.75	$53,986.50
762	1325	PREFORMED PATTERNED PVMT MK 24IN LINE-GROOVED	622.000	LF	$21.70	$13,497.40
762	1500	OBLITERATION OF PVMT MK	557.000	SF	$2.06	$1,147.42
764	0131	W-BEAM GUARDRAIL	54.000	LF	$56.65	$3,059.10
764	0145	W-BEAM GUARDRAIL END TERMINAL	1.000	EA	$2,575.00	$2,575.00
764	0151	REMOVE W-BEAM GUARDRAIL & POSTS	104.000	LF	$4.12	$428.48
764	1050	RESET W-BEAM GUARDRAIL	25.000	LF	$10.30	$257.50
764	1059	RESET W-BEAM GUARDRAIL END TERMINAL	1.000	EA	$1,030.00	$1,030.00
764	2081	REMOVE END TREATMENT & TRANSITION	2.000	EA	$154.50	$309.00
764	2090	REMOVE BARREL ATTENUATION DEVICE	2.000	EA	$1,030.00	$2,060.00
764	8070	BARREL ATTENUATION DEVICE-TYPE B-70	2.000	EA	$6,850.00	$13,700.00
770	0210	CABLE TRENCH-TYPE I	2,349.000	LF	$2.63	$6,177.87
770	0220	CABLE TRENCH-TYPE II	940.000	LF	$1.30	$1,222.00
770	0330	2IN DIAMETER RIGID CONDUIT	632.000	LF	$5.10	$3,223.20
770	0340	2.5IN DIAMETER RIGID CONDUIT	356.000	LF	$5.40	$1,922.40
770	0350	3IN DIAMETER RIGID CONDUIT	130.000	LF	$5.70	$741.00
770	0360	3.5IN DIAMETER RIGID CONDUIT	36.000	LF	$6.00	$216.00
770	0443	MULTIPLE UNDERGROUND CABLE 3NO2-1NO6 STYLE USE	1,322.000	LF	$11.10	$14,674.20
770	0445	MULTIPLE UNDERGROUND CABLE 3NO6 STYLE USE	4,118.000	LF	$4.70	$19,354.60
770	4525	REVISE LIGHTING SYSTEM	1.000	EA	$3,000.00	$3,000.00
770	4555	RELOCATE HIGH MAST LIGHT POLE	1.000	EA	$50,600.00	$50,600.00
770	4601	BRIDGE SIGN LIGHTING	4.000	EA	$3,150.00	$12,600.00
770	4605	OVERHEAD SIGN LIGHTING	4.000	EA	$4,190.00	$16,760.00
772	0100	PULL BOX	3.000	EA	$913.00	$2,739.00
772	0400	NO12 AWG 2 CONDUCTOR CABLE	380.000	LF	$0.60	$228.00
772	2800	INTERIM TRAFFIC SIGNALS	2.000	EA	$32,130.00	$64,260.00
772	3125	REMOVE TRAFFIC SIGNAL SYSTEM	2.000	EA	$5,025.00	$10,050.00
772	9300	SURVEILLANCE CAMERA SYSTEM	1.000	EA	$12,000.00	$12,000.00
772	9811	TRAFFIC SIGNAL SYSTEM - SITE 1	1.000	EA	$173,500.00	$173,500.00
772	9812	TRAFFIC SIGNAL SYSTEM - SITE 2	1.000	EA	$190,000.00	$190,000.00
930	9551	CONCRETE MODULAR BLOCK RETAINING WALL	105.000	SF	$25.75	$2,703.75
960	0001	RUMBLE STRIPS - CONCRETE SHOULDER	0.083	MILE	$25,750.00	$2,137.25

North Dakota **FEDERAL AID**

Bid Opening Date: **2/19/2010**

Project Number: **IM-SU-8-094(055)348** PCN: **16216** Revised Date: **2/24/2010**

Job Number: **14** English/Metric: **ENGLISH**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
970	1025	REPLANT TREES	60.000	EA	$103.00	$6,180.00
				Subtotal		$5,850,775.00
				Eng and Contg		$585,077.50
				Total		$6,435,852.50

Length **1.0460 Miles**

		Construction
Estimated Cost		$6,435,852.50
IM FEDERAL FUNDS		$4,892,267.25
STATE FUNDS		$543,585.25
CITY FUNDS	LIMITED	$1,000,000.00

Roadway: **URBAN**

STA 86+34.79 TO STA 87+48.00

Type: **TRAFFIC SIGNALS FOR 45TH STREET AND 23RD AVENUE INTERSECTION**

Participating: **Y**

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
772	9230	IT FIBEROPTIC CABLE	3,400.000	LF	$1.66	$5,644.00
772	9235	COMMUNICATION SYSTEM	1.000	L SUM	$8,000.00	$8,000.00
772	9813	TRAFFIC SIGNAL SYSTEM - SITE 3	1.000	EA	$145,000.00	$145,000.00
				Subtotal		$158,644.00
				Eng and Contg		$15,864.40
				Total		$174,508.40

Length **0.0210 Miles** **CASS** **0.0210 Miles**

		Construction
Estimated Cost		$174,508.40
SU FEDERAL FUNDS	80.93%	$141,229.65
CITY FUNDS	19.07%	$33,278.75

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

North Dakota FEDERAL AID

Project Number: IM-SU-8-094(055)348 PCN: 16216 Job Number: 14

Bid Opening Date: 2/19/2010
Revised Date: 2/24/2010
English/Metric: ENGLISH

Roadway: URBAN

STA 18405+55 TO STA 18406+91
RP 348.590 TO RP 348.616

Type: STRUCTURAL WORK ON 45TH STREET BRIDGE

Participating: Y

Spec	Code	Item Description	Quantity	Unit	Unit Price	Amount
202	0111	REMOVAL OF CONCRETE	1.000	L SUM	$120,800.00	$120,800.00
210	0101	CLASS I EXCAVATION	1.000	L SUM	$10,000.00	$10,000.00
210	0201	FOUNDATION PREPARATION	1.000	EA	$5,000.00	$5,000.00
550	0217	BRIDGE APPROACH SLAB-REMOVE & REPLACE	607.000	SY	$175.00	$106,225.00
602	0130	CLASS AAE-3 CONCRETE	471.800	CY	$700.00	$330,260.00
602	1130	CLASS AE-3 CONCRETE	109.000	CY	$750.00	$81,750.00
602	1134	PILE SUPPORTED APPROACH SLAB	607.000	SY	$315.00	$191,205.00
602	1250	PENETRATING WATER REPELLENT TREATMENT	1,154.000	SY	$4.25	$4,904.50
604	9920	PRESTRESSED I-BEAM-63IN	1,362.000	LF	$215.00	$292,830.00
612	0115	REINFORCING STEEL-GRADE 60	19,897.000	LBS	$1.15	$22,881.55
612	0116	REINFORCING STEEL-GRADE 60-EPOXY COATED	100,340.000	LBS	$1.10	$110,374.00
622	0020	STEEL PILING HP 10 X 42	2,460.000	LF	$34.00	$83,640.00
622	0040	STEEL PILING HP 12 X 53	3,375.000	LF	$37.00	$124,875.00
624	0126	PEDESTRIAN CANOPY	229.300	LF	$139.00	$31,872.70
708	1100	SLOPE PROTECTION CONCRETE	414.000	SY	$73.00	$30,222.00
708	1105	SLOPE PROTECTION CONCRETE-REMOVE & REPLACE	16.000	SY	$125.00	$2,000.00
750	0200	CONCRETE MEDIAN PAVING	551.100	SY	$47.40	$26,122.14
930	7012	ROADWAY CANOPY	1.000	L SUM	$40,000.00	$40,000.00
930	8600	ELASTOMERIC BEARING PAD	36.000	SF	$130.00	$4,680.00
930	9536	ABUTMENT UNDERDRAIN SYSTEM	1.000	L SUM	$35,000.00	$35,000.00
930	9640	APPROACH SLAB LIP REPAIR	1.000	EA	$5,000.00	$5,000.00
				Subtotal		$1,659,641.89
				Eng and Contg		$165,964.19
				Total		$1,825,606.08

Length 0.0259 Miles

		Construction
Estimated Cost		$1,825,606.08
IM FEDERAL FUNDS	90.00%	$1,643,045.47
STATE FUNDS	10.00%	$182,560.61

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

North Dakota **FEDERAL AID**

Bid Opening Date: 2/19/2010

Project Number: **IM-SU-8-094(055)348** PCN: **16216** Revised Date: **2/24/2010**

Job Number: **14** English/Metric: **ENGLISH**

Type: **SPECIAL ITEMS**

Item Description				Amount
PRELIMINARY ENGINEERING				**$800,000.00**
Funding Splits:	**IM FEDERAL FUNDS**	**90.00%**	**$720,000.00**	
	STATE FUNDS	**10.00%**	**$80,000.00**	
ESTIMATED COST OF RIGHT OF WAY				**$25,000.00**
Funding Splits:	**IM FEDERAL FUNDS**	**90.00%**	**$22,500.00**	
	STATE FUNDS	**10.00%**	**$2,500.00**	
ESTIMATED COST OF REPAIR AND RESTORATION OF HAUL ROADS				**$5,000.00**
Funding Splits:	**IM FEDERAL FUNDS**	**90.00%**	**$4,500.00**	
	STATE FUNDS	**10.00%**	**$500.00**	

Summary for Project

Length **1.0460 Miles** **CASS** **1.0460 Miles**

Estimated Total Construction Cost: **$7,669,060.89**

Estimated Total Eng and Contg: **$766,906.09**

	Construction	Special Items	Total
Estimated Cost	**$8,435,966.98**	**$830,000.00**	**$9,265,966.98**
IM FEDERAL FUNDS	**$6,535,312.72**	**$747,000.00**	**$7,282,312.72**
SU FEDERAL FUNDS	**$141,229.65**	**$0.00**	**$141,229.65**
STATE FUNDS	**$726,145.86**	**$83,000.00**	**$809,145.86**
CITY FUNDS	**$1,033,278.75**	**$0.00**	**$1,033,278.75**

0

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 1 OF 8

ABSTRACT OF BIDS RECEIVED

PROJECT NO. IM-SU-8-094(055)348

COUNTY & DATE CASS (017) FEB 19, 2010 09:30AM

LENGTH & TYPE 1.046

FARGO - 45TH ST INTERCHANGE AND I-94

COMPLETION TIME 10/16/10 GRADING, SURFACING, STORM DRAIN, STRUC

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	NO. 14 BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE	AMOUNT	BIDDER INDUSTRIAL BUILDERS INC FARGO, ND c.c. BOND RANK 01 BID PRICE	AMOUNT	BIDDER NORTHERN IMPROVEMENT CO FAR FARGO, ND c.c. BOND RANK 02 BID PRICE	AMOUNT
103	CONTRACT BOND	L SUM	1.000	37400.000	37400.00	44000.000	44000.00	18000.000	18000.00
108	CRITICAL PATH METHOD SCHEDULE	L SUM	1.000	15000.000	15000.00	12000.000	12000.00	12360.000	12360.00
201	CLEARING & GRUBBING	L SUM	1.000	6000.000	6000.00	8250.000	8250.00	4120.000	4120.00
202	REMOVAL OF CONCRETE	L SUM	1.000	65000.000	65000.00	120800.000	120800.00	61800.000	61800.00
202	REMOVAL OF CONCRETE	CY	16.000	300.000	4800.00	350.000	5600.00	400.000	6400.00
202	SAW CONCRETE	LF	7236.000	8.000	57888.00	3.400	24602.40	3.350	24240.60
202	REMOVAL OF PAVEMENT	TON	27661.000	10.000	276610.00	8.810	243693.41	9.250	255864.25
202	REMOVAL OF PIPE ALL TYPES AND SIZES	LF	513.000	12.500	6412.50	12.750	6540.75	12.700	6515.10
202	REMOVAL OF INLETS	EA	5.000	350.000	1750.00	383.000	1915.00	383.000	1915.00
202	REMOVAL OF CHAIN LINK FENCE	LF	6839.000	3.000	20517.00	2.420	16550.38	2.400	16413.60
203	COMMON EXCAVATION-TYPE A	CY	27890.000	2.500	69725.00	5.520	153952.80	5.500	153395.00
203	TOPSOIL	CY	21000.000	2.200	46200.00	3.090	64890.00	3.100	65100.00
203	TOPSOIL-IMPORTED	CY	2400.000	10.000	24000.00	8.240	19776.00	8.250	19800.00
203	BORROW-EXCAVATION	CY	9912.000	3.500	34692.00	5.670	56201.04	5.650	56002.80
203	EMBANKMENT-TYPE B	EA	1.000	3000.000	3000.00	1575.000	1575.00	1545.000	1545.00
210	CLASS I EXCAVATION	L SUM	1.000	7500.000	7500.00	10000.000	10000.00	3915.000	3915.00
210	FOUNDATION PREPARATION	EA	1.000	7500.000	7500.00	5000.000	5000.00	44290.000	44290.00
216	WATER	M GAL	839.000	12.000	10068.00	13.000	10907.00	12.000	10068.00
230	SUBGRADE PREPARATION-TYPE A	STA	4.000	600.000	2400.00	618.000	2472.00	620.000	2480.00
302	SALVAGED BASE COURSE	CY	17048.000	24.000	409152.00	29.000	494392.00	30.150	513997.20
401	MC70 OR 250 LIQUID ASPHALT	GAL	292.000	5.000	1460.00	4.750	1387.00	4.650	1357.80
408	HOT BITUMINOUS PAVEMENT CL 29	TON	689.000	35.000	24115.00	46.500	32038.50	48.750	33588.75
408	PG 58-28 ASPHALT CEMENT	TON	41.000	575.000	23575.00	556.000	22796.00	540.000	22140.00
550	BRIDGE APPROACH SLAB-REMOVE & REPLACE	SY	607.000	300.000	182100.00	175.000	106225.00	247.000	149929.00
550	10IN NON REINF CONCRETE PVMT CL AE-DOWELED	SY	37696.000	45.000	1696320.00	48.000	1809408.00	50.150	1890454.40
602	CLASS AAE-3 CONCRETE	CY	471.800	900.000	424620.00	700.000	330260.00	740.000	349132.00
602	CLASS AE-3 CONCRETE	CY	109.000	1000.000	109000.00	750.000	81750.00	650.000	70850.00
602	PILE SUPPORTED APPROACH SLAB	SY	607.000	350.000	212450.00	315.000	191205.00	247.000	149929.00
602	JERSEY BARRIER FORMED OR SLIP FORMED	LF	112.000	425.000	47600.00	350.000	39200.00	453.000	50736.00
602	PENETRATING WATER REPELLENT TREATMENT	SY	1154.000	4.000	4616.00	4.250	4904.50	4.500	5193.00
604	PRESTRESSED I-BEAM-63IN	LF	1362.000	250.000	340500.00	215.000	292830.00	215.000	292830.00
612	REINFORCING STEEL-GRADE 60	LBS	19897.000	1.250	24871.25	1.150	22881.55	1.050	20891.85
612	REINFORCING STEEL-GRADE 60-EPOXY COATED	LBS	100340.000	1.300	130442.00	1.100	110374.00	1.000	100340.00
622	STEEL PILING HP 10 X 42	LF	2460.000	35.000	86100.00	34.000	83640.00	29.900	73554.00
622	STEEL PILING HP 12 X 53	LF	3375.000	40.000	135000.00	37.000	124875.00	35.000	118125.00
622	STEEL PILING HP 12 X 53-DOMESTIC	LF	270.000	21.000	5670.00	35.000	9450.00	46.350	12514.50
624	PEDESTRIAN CANOPY	LF	229.300	130.000	29809.00	139.000	31872.70	139.000	31872.70
702	MOBILIZATION	L SUM	1.000	423653.730	423653.73	353000.000	353000.00	322800.000	322800.00
704	FLAGGING	MHR	600.000	28.000	16800.00	29.000	17400.00	36.300	21780.00
704	TRAFFIC CONTROL SIGNS	UNIT	4080.000	2.300	9384.00	2.060	8404.80	2.050	8364.00
704	ATTENUATION DEVICE-TYPE B-25	EA	2.000	1500.000	3000.00	2160.000	4320.00	2165.000	4330.00
704	ATTENUATION DEVICE-TYPE B-55	EA	2.000	1600.000	3200.00	2575.000	5150.00	2575.000	5150.00
704	TYPE III BARRICADE	EA	51.000	100.000	5100.00	62.000	3162.00	61.800	3151.80
704	DELINEATOR DRUMS	EA	652.000	30.000	19560.00	15.450	10073.40	15.450	10073.40
704	FLEXIBLE DELINEATORS	EA	53.000	45.000	2385.00	46.350	2456.55	46.350	2456.55
704	SEQUENCING ARROW PANEL-TYPE C-CROSSOVER	EA	4.000	1575.000	6300.00	2060.000	8240.00	2060.000	8240.00
704	PRECAST CONCRETE MED BARRIER-STATE FURNISHED	EA	245.000	160.000	39200.00	100.000	24500.00	145.000	35525.00

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: AWARD TO: INDUSTRIAL BUILDERS INC WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION DIRECTOR

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 2 OF 8

ABSTRACT OF BIDS RECEIVED

PROJECT NO. IM-SU-8-094(055)348

COUNTY & DATE CASS (017) FEB 19, 2010 09:30AM

LENGTH & TYPE 1.046

FARGO - 45TH ST INTERCHANGE AND I-94

COMPLETION TIME 10/16/10 GRADING, SURFACING, STORM DRAIN, STRUC

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	NO. 14 BIDDER ENGINEERS ESTIMATE c.c. CHECK RANK 00 BID PRICE	AMOUNT	BIDDER INDUSTRIAL BUILDERS INC FARGO, ND c.c. BOND RANK 01 BID PRICE	AMOUNT	BIDDER NORTHERN IMPROVEMENT CO FAR FARGO, ND c.c. BOND RANK 02 BID PRICE	AMOUNT
704	PORTABLE CHANGEABLE MESSAGE SIGN	HR	200.000	20.00	4000.00	20.60	4120.00	20.50	4100.00
704	COVER SIGN	EA	1.000	800.000	800.00	309.000	309.00	309.000	309.00
706	FIELD LABORATORY-TYPE C	EA	1.000	10000.000	10000.00	13000.000	13000.00	17950.000	17950.00
706	FIELD OFFICE	EA	1.000	15000.000	15000.00	11500.000	11500.00	9680.000	9680.00
708	SLOPE PROTECTION CONCRETE	SY	414.000	150.000	62100.00	73.000	30222.00	83.400	34527.60
708	SLOPE PROTECTION CONCRETE-REMOVE & REPLACE	SY	16.000	230.000	3680.00	125.000	2000.00	110.000	1760.00
708	FIBER ROLLS 6IN	LF	4745.000	2.750	13048.75	1.500	7117.50	2.050	9727.25
708	FIBER ROLLS 12IN	LF	3035.000	3.750	11381.25	2.480	7526.80	3.100	9408.50
708	SEEDING-TYPE B-CL V	ACRE	42.904	600.000	25742.40	424.000	18191.30	540.000	23168.16
708	MULCHING	ACRE	42.904	200.000	8580.80	220.000	9438.88	205.000	8795.32
708	ECB TYPE 4	SY	2910.000	3.000	8730.00	3.040	8846.40	2.000	5820.00
708	STABILIZED CONSTRUCTION ACCESS	EA	4.000	2000.000	8000.00	5150.000	20600.00	5150.000	20600.00
709	GEOTEXTILE FABRIC-TYPE R1	SY	12517.000	2.000	25034.00	1.500	18775.50	1.500	18775.50
714	HEADWALL-PRECAST CONCRETE 4IN	EA	1.000	300.000	300.00	250.000	250.00	500.000	500.00
714	PIPE CONDUIT 15IN-STORM DRAIN	LF	1732.000	40.000	69280.00	48.500	84002.00	48.500	84002.00
714	PIPE CONDUIT 18IN	LF	8.000	47.000	376.00	73.000	584.00	73.600	588.80
714	PIPE CONDUIT 18IN-STORM DRAIN	LF	162.000	47.000	7614.00	61.000	9882.00	61.000	9882.00
714	PIPE CONDUIT 24IN	LF	142.000	53.000	7526.00	42.000	5964.00	42.000	5964.00
714	PIPE CONDUIT 30IN	LF	48.000	60.000	2880.00	112.000	5376.00	112.000	5376.00
714	PIPE STEEL SMOOTH WALL .375IN 24IN BORED	LF	96.000	400.000	38400.00	323.000	31008.00	323.000	31008.00
714	PLUG PIPE-ALL TYPES & SIZES	EA	1.000	1000.000	1000.00	3340.000	3340.00	3344.000	3344.00
720	MONUMENTS	EA	1.000	200.000	200.00	200.000	200.00	180.000	180.00
720	RIGHT OF WAY MARKERS	EA	2.000	100.000	200.00	103.000	206.00	100.000	200.00
722	MANHOLE 48IN	EA	2.000	2500.000	5000.00	1465.000	2930.00	1465.000	2930.00
722	MANHOLE RISER 48IN	LF	10.210	100.000	1021.00	117.000	1194.57	118.000	1204.78
722	INLET-TYPE 2	EA	15.000	1750.000	26250.00	1550.000	23250.00	1550.000	23250.00
722	INLET SPECIAL-TYPE 2 48IN	EA	1.000	3500.000	3500.00	2070.000	2070.00	2070.000	2070.00
722	INLET SLOTTED DRAIN 12IN	LF	48.000	115.000	5520.00	69.000	3312.00	68.400	3283.20
748	CURB & GUTTER-TYPE I	LF	7447.000	16.000	119152.00	16.300	121386.10	17.100	127343.70
750	SIDEWALK CONCRETE 4IN	SY	924.000	50.000	46200.00	28.300	26149.20	28.300	26149.20
750	CONCRETE MEDIAN PAVING	SY	551.100	80.000	44088.00	47.400	26122.14	47.400	26122.14
750	CONCRETE MEDIAN NOSE PAVING	SY	165.000	80.000	13200.00	80.000	13200.00	83.500	13777.50
750	CONCRETE MEDIAN PAVING COLORED W/BRICK PATTERN	SY	3211.000	58.000	186238.00	50.000	160550.00	49.200	157981.20
750	DETECTABLE WARNING PANELS	SF	124.000	50.000	6200.00	31.000	3844.00	30.900	3831.60
752	FENCE CHAIN LINK	LF	6126.000	15.000	91890.00	6.800	41656.80	6.750	41350.50
752	TEMPORARY SAFETY FENCE	LF	300.000	2.000	600.00	1.810	543.00	1.800	540.00
752	CORNER ASSEMBLY CHAIN LINK	EA	6.000	250.000	1500.00	257.000	1542.00	255.000	1530.00
752	DOUBLE BRACE ASSEMBLY CHAIN LINK	EA	5.000	250.000	1250.00	257.000	1285.00	255.000	1275.00
754	FLAT SHEET FOR SIGNS-TYPE 3A REFL SHEETING	SF	651.000	18.000	11718.00	16.000	10416.00	16.100	10481.10
754	DIAMOND GRADE DELINEATORS-TYPE A	EA	10.000	33.000	330.00	34.000	340.00	33.850	338.50
754	DIAMOND GRADE DELINEATORS-TYPE B	EA	65.000	40.000	2600.00	35.000	2275.00	34.550	2245.75
754	DIAMOND GRADE DELINEATORS-TYPE D	EA	3.000	50.000	150.00	43.700	131.10	43.750	131.25
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	394.000	16.000	6304.00	16.000	6304.00	16.000	6304.00
754	GALV STEEL POST-STANDARD PIPE	LF	201.000	35.000	7035.00	35.650	7165.65	35.650	7165.65
754	GALV STEEL POSTS-W-SHAPE POSTS(TWO OR MORE)	LF	458.000	50.000	22900.00	54.250	24846.50	54.200	24823.60
754	PANEL FOR SIGNS-TYPE 3A REFLECTIVE SHEETING	SF	1005.000	20.000	20100.00	19.000	19095.00	18.800	18894.00
754	OVERLAY PANEL-TYPE 3A REFLECTIVE SHEETING	SF	180.000	15.000	2700.00	14.250	2565.00	14.200	2556.00

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: AWARD TO: INDUSTRIAL BUILDERS INC WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION DIRECTOR

ND DEPARTMENT OF TRANSPORTATION

SHEET NO 4 OF 8

ABSTRACT OF BIDS RECEIVED

PROJECT NO. IM-SU-8-094(055)348

NO. 14

COUNTY & DATE CASS (017) FEB 19, 2010 09:30AM

LENGTH & TYPE 1.046

FARGO - 45TH ST INTERCHANGE AND I-94

COMPLETION TIME 10/16/10 GRADING, SURFACING, STORM DRAIN, STRUC

	BIDDER ENGINEERS ESTIMATE		BIDDER INDUSTRIAL BUILDERS INC FARGO, ND		BIDDER NORTHERN IMPROVEMENT CO FAR FARGO, ND	
	c.c. CHECK	RANK 00	c.c. BOND	RANK 01	c.c. BOND	RANK 02

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
770	MULTIPLE UNDERGROUND CABLE 3N06 STYLE USE	LF	411800	6000	2470800	4700	1935460	4700	1935460
770	REVISE LIGHTING SYSTEM	EA	1000	2500000	250000	3000000	300000	3000000	300000
770	RELOCATE HIGH MAST LIGHT POLE	EA	1000	17000000	1700000	50600000	5060000	56200000	5620000
770	BRIDGE SIGN LIGHTING	EA	4000	1000000	400000	3150000	1260000	3145000	1258000
770	OVERHEAD SIGN LIGHTING	EA	4000	1000000	400000	4190000	1676000	4110000	1644000
772	PULL BOX	EA	3000	600000	180000	913000	273900	915000	274500
772	N012 AWG 2 CONDUCTOR CABLE	LF	38000	1000	38000	600	22800	600	22800
772	INTERIM TRAFFIC SIGNALS	EA	2000	30000000	6000000	32130000	6426000	32100000	6420000
772	REMOVE TRAFFIC SIGNAL SYSTEM	EA	2000	6000000	1200000	5025000	1005000	5030000	1006000
772	IT FIBEROPTIC CABLE	LF	34000000	2000	6800000	1660	564400	1650	561000
772	COMMUNICATION SYSTEM	L SUM	1000	35000000	3500000	8000000	800000	7990000	799000
772	SURVEILLANCE CAMERA SYSTEM	EA	1000	20000000	2000000	12000000	1200000	12000000	1200000
772	TRAFFIC SIGNAL SYSTEM - SITE 1	EA	1000	140000000	14000000	173500000	17350000	173500000	17350000
772	TRAFFIC SIGNAL SYSTEM - SITE 2	EA	1000	140000000	14000000	190000000	19000000	193300000	19330000
772	TRAFFIC SIGNAL SYSTEM - SITE 3	EA	1000	160000000	16000000	145000000	14500000	146600000	14660000
930	ROADWAY CANOPY	L SUM	1000	35000000	3500000	40000000	4000000	48400000	4840000
930	ELASTOMERIC BEARING PAD	SF	36000	300000	10800000	130000	4680000	135000	4860000
930	ABUTMENT UNDERDRAIN SYSTEM	L SUM	1000	8000000	800000	35000000	3500000	20600000	2060000
930	CONCRETE MODULAR BLOCK RETAINING WALL	SF	10500	35000	367500	25750	270375	91700	962850
930	APPROACH SLAB LIP REPAIR	EA	1000	3000000	300000	5000000	500000	2370000	237000
960	RUMBLE STRIPS - CONCRETE SHOULDER	MILE	83	12000000	99600	25750000	2137250	25750000	2137250
970	REPLANT TREES	EA	60000	300000	1800000	103000	618000	110000	660000
	TOTAL				78092282 8		76690608 9		77804006 9
						NO LIMIT		NO LIMIT	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: AWARD TO: INDUSTRIAL BUILDERS INC WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION DIRECTOR

ND DEPARTMENT OF TRANSPORTATION

ABSTRACT OF BIDS RECEIVED

SHEET NO 6 OF 8

PROJECT NO. IM-SU-8-094(055)348

COUNTY & DATE CASS (017) FEB 19, 2010 09:30AM

LENGTH & TYPE 1.046

FARGO - 45TH ST INTERCHANGE AND I-94

COMPLETION TIME 10/16/10 GRADING, SURFACING, STORM DRAIN, STRUC

NO. 14

				BIDDER UPPER PLAINS CONTRACTING INC ABERDEEN, SD c.c. BOND RANK 03		BIDDER WANZEK CONSTRUCTION INC FARGO, ND c.c. BOND RANK 04		BIDDER STRATA CORPORATION CONSTRUCTION DIVISION GRAND FORKS, ND c.c. BOND RANK 05	
SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	BID PRICE	AMOUNT	BID PRICE	AMOUNT	BID PRICE	AMOUNT
704	PORTABLE CHANGEABLE MESSAGE SIGN	HR	2000.000	20.80	41600.00	21.00	42000.00	20.00	40000.00
704	COVER SIGN	EA	1.000	3120.000	3120.00	3100.000	3100.00	3000.000	3000.00
706	FIELD LABORATORY-TYPE C	EA	1.000	21763.500	21763.50	7600.000	7600.00	8000.000	8000.00
706	FIELD OFFICE	EA	1.000	11264.140	11264.14	10000.000	10000.00	15000.000	15000.00
708	SLOPE PROTECTION CONCRETE	SY	414.000	89.960	37243.44	100.000	41400.00	100.000	41400.00
708	SLOPE PROTECTION CONCRETE-REMOVE & REPLACE	SY	16.000	218.400	3494.40	220.000	3520.00	210.000	3360.00
708	FIBER ROLLS 6IN	LF	4745.000	1.610	7639.45	1.600	7592.00	1.450	6880.25
708	FIBER ROLLS 12IN	LF	3035.000	2.980	9044.30	3.000	9105.00	2.400	7284.00
708	SEEDING-TYPE B-CL V	ACRE	42.904	5460.000	234255.8	5500.000	235972.0	4120.000	176764.5
708	MULCHING	ACRE	42.904	2236.000	95933.3	2200.000	94388.8	2150.000	92243.6
708	ECB TYPE 4	SY	2910.000	20.30	59073.0	20.00	58200.0	29.50	85845.0
708	STABILIZED CONSTRUCTION ACCESS	EA	4.000	3796.000	15184.00	5200.000	20800.00	3800.000	15200.00
709	GEOTEXTILE FABRIC-TYPE R1	SY	12517.000	15.20	190258.4	15.00	187755.0	16.50	206530.5
714	HEADWALL-PRECAST CONCRETE 4IN	EA	1.000	364.000	364.00	440.000	440.00	650.000	650.00
714	PIPE CONDUIT 15IN-STORM DRAIN	LF	1732.000	49.020	84902.64	47.000	81404.00	47.130	81629.16
714	PIPE CONDUIT 18IN	LF	8.000	74.300	594.40	83.000	664.00	71.440	571.52
714	PIPE CONDUIT 18IN-STORM DRAIN	LF	162.000	61.580	9975.96	57.000	9234.00	59.210	9592.02
714	PIPE CONDUIT 24IN	LF	142.000	42.390	6019.38	68.000	9656.00	40.760	5787.92
714	PIPE CONDUIT 30IN	LF	48.000	113.450	5445.60	89.000	4272.00	109.090	5236.32
714	PIPE STEEL SMOOTH WALL .375IN 24IN BORED	LF	96.000	325.990	31295.04	320.000	30720.00	313.450	30091.20
714	PLUG PIPE-ALL TYPES & SIZES	EA	1.000	3376.220	3376.22	470.000	470.00	3246.370	3246.37
720	MONUMENTS	EA	1.000	520.000	520.00	610.000	610.00	2000.000	2000.00
720	RIGHT OF WAY MARKERS	EA	2.000	416.000	832.00	260.000	520.00	500.000	1000.00
722	MANHOLE 48IN	EA	2.000	1479.520	2959.04	3100.000	6200.00	2072.610	4145.22
722	MANHOLE RISER 48IN	LF	10.210	118.700	1211.93	130.000	1327.30	114.130	1165.27
722	INLET-TYPE 2	EA	15.000	1565.770	23486.55	2200.000	33000.00	1855.550	27833.25
722	INLET SPECIAL-TYPE 2 48IN	EA	1.000	2090.460	2090.46	3600.000	3600.00	2710.060	2710.06
722	INLET SLOTTED DRAIN 12IN	LF	48.000	69.050	3314.40	78.000	3744.00	66.390	3186.72
748	CURB & GUTTER-TYPE I	LF	7447.000	13.220	98449.34	16.000	119152.00	16.500	122875.50
750	SIDEWALK CONCRETE 4IN	SY	924.000	31.980	29549.52	32.000	29568.00	33.000	30492.00
750	CONCRETE MEDIAN PAVING	SY	551.100	44.040	24270.44	44.000	24248.40	45.000	24799.50
750	CONCRETE MEDIAN NOSE PAVING	SY	165.000	66.560	10982.40	81.000	13365.00	92.000	15180.00
750	CONCRETE MEDIAN PAVING COLORED W/BRICK PATTERN	SY	321.000	49.400	15862.40	49.000	15733.00	51.000	16376.00
750	DETECTABLE WARNING PANELS	SF	124.000	32.240	3997.76	32.000	3968.00	33.000	4092.00
752	FENCE CHAIN LINK	LF	6126.000	6.830	41840.58	8.700	53296.20	6.570	40247.82
752	TEMPORARY SAFETY FENCE	LF	300.000	1.820	546.00	1.800	540.00	1.750	525.00
752	CORNER ASSEMBLY CHAIN LINK	EA	6.000	258.960	1553.76	260.000	1560.00	249.000	1494.00
752	DOUBLE BRACE ASSEMBLY CHAIN LINK	EA	5.000	258.960	1294.80	260.000	1300.00	249.000	1245.00
754	FLAT SHEET FOR SIGNS-TYPE 3A REFL SHEETING	SF	651.000	16.280	10598.28	16.000	10416.00	15.650	10188.15
754	DIAMOND GRADE DELINEATORS-TYPE A	EA	10.000	34.160	341.60	34.000	340.00	32.850	328.50
754	DIAMOND GRADE DELINEATORS-TYPE B	EA	65.000	34.890	2267.85	35.000	2275.00	33.550	2180.75
754	DIAMOND GRADE DELINEATORS-TYPE D	EA	3.000	44.100	132.30	44.000	132.00	42.400	127.20
754	STEEL GALV POSTS-TELESCOPING PERFORATED TUBE	LF	394.000	16.220	6390.68	16.000	6304.00	15.600	6146.40
754	GALV STEEL POST-STANDARD PIPE	LF	201.000	35.980	7231.98	36.000	7236.00	34.600	6954.60
754	GALV STEEL POSTS-W-SHAPE POSTS(TWO OR MORE)	LF	458.000	54.700	25052.60	55.000	25190.00	52.600	24090.80
754	PANEL FOR SIGNS-TYPE 3A REFLECTIVE SHEETING	SF	100.500	18.980	1907.49	19.000	1909.50	18.250	1834.125
754	OVERLAY PANEL-TYPE 3A REFLECTIVE SHEETING	SF	18.000	14.350	258.30	14.000	252.00	13.800	248.40

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: AWARD TO: INDUSTRIAL BUILDERS INC WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION DIRECTOR

ND DEPARTMENT OF TRANSPORTATION

ABSTRACT OF BIDS RECEIVED

SHEET NO 8 OF 8

PROJECT NO. IM-SU-8-094(055)348

COUNTY & DATE CASS (017) FEB 19, 2010 09:30AM

LENGTH & TYPE 1.046

FARGO - 45TH ST INTERCHANGE AND I-94

COMPLETION TIME 10/16/10 GRADING, SURFACING, STORM DRAIN, STRUC

SPEC. NO.	ITEM DESCRIPTION	UNIT	QUANTITY	NO. 14 BIDDER UPPER PLAINS CONTRACTING INC ABERDEEN, SD c.c. BOND RANK 03 BID PRICE	AMOUNT	BIDDER WANZEK CONSTRUCTION INC FARGO, ND c.c. BOND RANK 04 BID PRICE	AMOUNT	BIDDER STRATA CORPORATION CONSTRUCTION DIVISION GRAND FORKS, ND c.c. BOND RANK 05 BID PRICE	AMOUNT
770	MULTIPLE UNDERGROUND CABLE 3NO6 STYLE USE	LF	411.8000	4.740	1951.932	4.800	1976.640	7.000	2882.600
770	REVISE LIGHTING SYSTEM	EA	1.000	3031.590	3031.59	3000.000	3000.00	5000.000	5000.00
770	RELOCATE HIGH MAST LIGHT POLE	EA	1.000	5682.4300	5682.430	5200.000	5200.00	4500.000	4500.00
770	BRIDGE SIGN LIGHTING	EA	4.000	317.6710	1270.684	320.000	1280.00	400.000	1600.00
770	OVERHEAD SIGN LIGHTING	EA	4.000	414.8940	1659.576	420.000	1680.00	500.000	2000.00
772	PULL BOX	EA	3.000	92.2830	276.849	92.000	276.00	200.000	600.00
772	NO12 AWG 2 CONDUCTOR CABLE	LF	38.0000	.590	22.420	.600	22.80	1.000	38.00
772	INTERIM TRAFFIC SIGNALS	EA	2.000	3244.1440	6488.288	3200.000	6400.00	1800.000	3600.00
772	REMOVE TRAFFIC SIGNAL SYSTEM	EA	2.000	507.7450	1015.490	510.000	1020.00	200.000	400.00
772	IT FIBEROPTIC CABLE	LF	340.0000	1.670	567.800	1.700	578.00	2.000	680.00
772	COMMUNICATION SYSTEM	L SUM	1.000	806.5830	806.583	810.000	810.00	2000.000	2000.00
772	SURVEILLANCE CAMERA SYSTEM	EA	1.000	1213.8880	1213.888	1200.000	1200.00	2000.000	2000.00
772	TRAFFIC SIGNAL SYSTEM - SITE 1	EA	1.000	17522.8530	17522.853	18000.000	18000.00	17500.000	17500.00
772	TRAFFIC SIGNAL SYSTEM - SITE 2	EA	1.000	19516.7150	19516.715	20000.000	20000.00	18000.000	18000.00
772	TRAFFIC SIGNAL SYSTEM - SITE 3	EA	1.000	14801.1810	14801.181	15000.000	15000.00	20000.000	20000.00
930	ROADWAY CANOPY	L SUM	1.000	4888.0000	4888.000	6100.000	6100.00	4700.000	4700.00
930	ELASTOMERIC BEARING PAD	SF	36.0000	13.5200	486.720	13.000	468.00	13.000	468.00
930	ABUTMENT UNDERDRAIN SYSTEM	L SUM	1.000	2080.000	2080.00	2200.000	2200.00	2000.000	2000.00
930	CONCRETE MODULAR BLOCK RETAINING WALL	SF	105.0000	26.000	2730.00	26.000	2730.00	89.000	9345.00
930	APPROACH SLAB LIP REPAIR	EA	1.000	2392.000	2392.00	3100.000	3100.00	2300.000	2300.00
960	RUMBLE STRIPS - CONCRETE SHOULDER	MILE	.83	2600.000	2158.00	2600.000	2158.00	6025.000	5000.75
970	REPLANT TREES	EA	60.000	104.000	6240.00	100.000	6000.00	150.000	9000.00
	TOTAL				779000.694		799283.778		843630.130
				NO LIMIT		NO LIMIT		NO LIMIT	

ACTION TAKEN BY DEPARTMENT OF TRANSPORTATION DIRECTOR: AWARD TO: INDUSTRIAL BUILDERS INC WHEN PRELIMINARY ARRANGEMENTS ARE COMPLETED.

53

DATE OF AWARD

DEPARTMENT OF TRANSPORTATION DIRECTOR

ENGINEER'S STATEMENT OF ESTIMATED COST

PC Concrete Pavement, Grading, Storm Drains,
Sanitary Sewer, Signals, Lighting & Incidentals
Improvement District No. 5700
NDDOT Project STM-SU-8-984(108)111 – 45th Street South
IM-SU-8-094(055)348 – Interchange

45th Street South - I94 to 52nd Avenue South

		Interchange		45th Street South	Total
Construction Total:		$7,669,060.89		$14,485,767.10	$22,154,827.99
NDDOT Engineering:		$766,906.09		$0.00	$766,906.09
Preliminary Engineering:		$800,000.00		$0.00	$800,000.00
Haul Road Restoration:		$5,000.00		$0.00	$5,000.00
Utility Adjustments:		$0.00		$0.00	$0.00
Right of Way:		$25,000.00		$0.00	$25,000.00
		$9,265,966.98		$14,485,767.10	$23,751,734.08
Federal Funds:		$7,423,542.37		$9,212,312.06	$16,635,854.43
NDDOT Funds:		$809,145.86			$809,145.86
Local Share Portion:		$1,033,278.75			
Engineering :	6%	$61,996.73	9.15%	$1,325,447.69	$1,387,444.42
Legal:	1%	$10,332.79	1%	$144,857.67	$155,190.46
Contingencies:	6%	$61,996.73	6.48%	$938,677.71	$1,000,674.44
Administration:	6%	$61,996.73	6%	$869,146.03	$931,142.76
Interest:	6%	$61,996.73	6%	$869,146.03	$931,142.76
		$258,319.69		$4,147,275.13	$4,405,594.82
Subtotal		$9,524,286.67		$18,633,042.23	$28,157,328.90
Less Federal Funds		$7,423,542.37		$9,212,312.06	$16,635,854.43
Less NDDOT Funds		$809,145.86		$0.00	$809,145.86
Total Local Share		$1,291,598.44		$9,420,730.17	$10,712,328.61
Sales Tax		$291,598.44		$0.00	$291,598.44
Less Sewer Funds		$0.00		$1,249,412.99	$1,249,412.99
Assessed Cost		$1,000,000.00		$8,171,317.18	$9,171,317.18

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

Date: 3/1/2010

Mark H. Bittner
City Engineer

REGISTERED PROFESSIONAL ENGINEER
MARK H. BITTNER
PE - 1958
DATE: 3-1-10
NORTH DAKOTA