

FARGO CITY COMMISSION AGENDA
Monday, November 30, 2009 - 5:00 P.M.

CITY COMMISSION MEETINGS ARE BROADCAST LIVE ON TV FARGO (Channel 99). They are broadcast 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, November 16, 2009).

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

- a. Revised and Reconstituted ADA Policy Including Grievance Procedure (2009) and Notification; appoint Bob Getz and Nate Bailly as ADA Co-Coordinators.
- b. Receive and file Summons and Complaint in the matter of Fred M. Hector, Jr. vs. the City of Fargo.
- c. Forgive the HOME funded housing rehab assistance in the amount of \$994.68 for improvements at 1527 2nd Avenue South due to a demonstrated hardship.
- d. Planning Department budget adjustment in the amount of \$2,000 and agreement with the UNC Highway Safety Research Center for a pedestrian safety guide for the Roosevelt Neighborhood Association.
- e. Acceptance of a Bureau of Justice Assistance Bulletproof Vest Partnership Grant in the amount of \$13,100 (CFDA #16.607).
- f. Health Department budget adjustments and grant agreement with the North Dakota Department of Health for H1N1 vaccination administration (CFDA #93.069).
- g. Health Department budget adjustments and contract with the North Dakota Department of Health for H1N1 vaccination planning (CFDA #93.069).
- h. Health Department budget adjustment and contract with the North Dakota Department of Health to cover contraceptives (CFDA #93.217 and #93.116).
- i. Contract with Clay County Public Health for provision of city readiness initiative grant activity.
- j. Applications for Games of Chance:
 - (1) Sigma Nu Fraternity for a raffle on 1/27/10.
 - (2) Fargo-Moorhead Curling Club for a sports pool and raffle on 2/28/10.
 - (3) Bennett Elementary PTA for bingo from 1/22/10 to 3/26/10.
 - (4) North Dakota Jaycees for a raffle on 12/12/09.
- k. Second Amendment to the Memorandum of Understanding between Tharaldson Ethanol/CRWUD/and the City of Fargo and First Amendment to the Joint Powers Agreement.

- Page 2
- i. Change Order #1 from Heyer Engineering for an increase of \$12,715 for costs of providing additional design work for the skyway replacement.
 - m. Automated Arm Refuse truck purchases from Northern Truck Equipment in the amount of \$199,497 and Sanitation Products in the amount of \$205,047.
 - n. Sole source procurement of a recycling truck from Sanitation Products in the amount of \$135,739.
 - o. Purchase of Robotic Total Station from Frontier Precision, Inc. in the amount of \$29,495.
 - p. Contract and bond for the skyway replacement project.
 - q. Bills.
 - r. Create Improvement District No. 5700.

* * * Regular Agenda * * *

1. 2nd reading, waive reading and final adoption of an Ordinance Relating to City Street Lighting System Utility; 1st reading, 11/16/09.
2. Public Hearings - 5:15 p.m.:
 - a. Hearing on MIDA bond financing in the amount of \$10 million for MeritCare Hospital, MeritCare Medical Group and MeritCare Health Industries.
 - b. Petition requesting a zoning change from SR-3, Single-Dwelling and LC, Limited Commercial to GO, General Office on the west two hundred and ninety-two feet, Block 1, less the west ten feet thereof, Lewis Addition (1602 and 1616 S. Univ. Dr.).
 - (1) Approval recommended by the Planning Commission on 11/12/09.
 - (2) 1st reading of rezoning Ordinance.
3. Communication from residents of the Sunwood Addition regarding recent sewer backup.
4. Request from Minn-Kota PAAWS for a joint program with the City of Fargo to provide feline leukemia testing and vaccinations for feral cats living in Fargo.
5. Confirm recommendation of Metro Flood Work Group:
 - Recommend 500 year flood protection
 - Recommend removal of levee protection as primary flood mitigation
 - Recommend Corps study 3 flood mitigation options:
 - 35k cfs diversion in Minnesota
 - 30k cfs diversion in North Dakota
 - 35k cfs diversion in North Dakota
6. Recommendation for appointments to the Board of Health.

** The Board will meet in Executive Session to discuss as authorized by NDCC, Section 44-04-19.2 to discuss matters surrounding the Devils Lake Emergency Outlet, NDPDES Permit No. ND-0026247.

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

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

(9)



Civic
Fargo Civic Center

207 North Fourth Street • Fargo, North Dakota 58102 • 701-241-1480 • Fax: 701-241-1483 • www.fargocivic.com

November 16, 2009

City Commission
City Hall
200 North Third Street
Fargo, ND 58102

Dear Commissioners:

City staff members have recently worked on an update to the report of the Mayor's Committee on Site Access completed in 1991. The 1991 report implemented the requirements of the American With Disabilities Act (ADA). Since 1991 the city has had in place procedures for (1) providing notice to persons with disabilities and (2) people with complaints about city buildings and city work situations to make their grievances known and work toward a resolution. Recently Pat Zavoral, Dan Mahli, Nate Bailly, Eric Johnson and I have worked to update our policy and, most particularly, changes have been made in the grievance procedure and the notice requirements. The new grievance procedure provides a timeline for a city ADA Coordinator to meet with the "grievant" and provide a response as well as a process of appeal to the City Administrator then, if necessary to the City Commission. The required notice to the public is updated to include notification on cable television and the city's website.

Included in my responsibilities in the Buildings and Ground Department for the city, I have served as the ADA coordinator for over 15 years. It was determined that it would be appropriate to designate Nate Bailly, of the Department of Planning and Development to serve as a co-coordinator for ADA issues. When implemented, the grievance procedure and the notice as published would list both Bob Getz and Nate Bailly as ADA Coordinators along with their contact information. As changes occur over time the mayor, with the approval and consent of the city commission, may designate others to serve in that capacity.

SUGGESTED MOTION: I move to approve the Revised and Reconstituted ADA Policy Including Grievance Procedure (2009) and the Notification and to recognize and appoint Bob Getz and Nate Bailly as ADA Co-Coordinators.

Sincerely,



Bob Getz

CITY OF FARGO

REVISED AND RECONSTITUTED ADA POLICY
INCLUDING GREIVANCE PROCEDURE (2009)

[Revising the Recommendation in Compliance
with Section 504 of the
Rehabilitation Act of 1973 (as amended)
for the City of Fargo of the Mayor's Committee on Site
Access - 1991 Year End Report]

The following policy originally took the form of a report of the 1991 Mayor's Committee on Site Access. Committee members were Jim Finch, Gene Orson, Allan Peterson, Doug Seiler and Grace Tveiten. Since the approval of said report by the Board of Fargo City Commissioners in 1991 amendments have been made to the law behind the policy. Section 504 of the Rehabilitation Act of 1973 (as amended) has been enhanced or supplemented with the Americans with Disabilities Act which, itself, has been amended from its original form. The following is an amendment of the original report and policy and, as amended, the following shall stand as an amended and reconstituted policy of the City of Fargo.

Section 504 of the Rehabilitation Act of 1973 (as amended) states:

"No otherwise qualified individual with handicaps in the United States...shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving federal financial assistance or under any program or activity conducted by any Executive Agency or by the United States Postal Service."

The City of Fargo is a direct recipient of federal funds both for activities and administration. In some cases the City merely acts as a conduit for funds, such as the Emergency Shelter Grant, where funds are passed through to qualified agencies. In other cases the distinction is not as clear. In Transportation or the Community Development Block Grant, program administration falls under departments whose functions are much broader than only activities funded with federal dollars. Acceptance of these dollars as well as the integration of federally funded programs into existing administration requires the City of Fargo to comply with the Section 504 regulations.

A more recently passed law, the Americans With Disabilities Act (ADA) requires all places of public accommodation and businesses with 15 or more employees to provide equal access to services and prohibits discrimination in employment. In addressing Section 504 legislation the City of Fargo has adopted standards which comply with ADA.

Basic 504 Requirements

Designation of Responsible Employee

All recipients that employ fifteen or more persons must designate at least one person to coordinate its Section 504 and ADA responsibilities, to be known as the ADA Coordinator, whether one or more. In the event more than one person is designated as the ADA Coordinator, any of the designees shall have full authority to take such action as may be necessary. In the event of a disagreement between such multiple designees, decisions shall be made by vote of the majority of said designees and the Director of Planning and Development shall serve as the tie-breaking vote if one is necessary. The ADA Coordinator shall be established by appointment of the Mayor, with the consent and approval of the Board of Fargo City Commissioners. The original report and policy designated the head of the city's buildings and grounds based on the anticipation that access to buildings will be a significant part of compliance as well as his past experience in working with federal programs and it is expected that the ADA Coordinator will consist of at least one such individual in the future.

Self Evaluation, Transition Plan

In July of 1991 a Mayor's Committee on Site Access was appointed. Committee Members are

Grace Tveiten, Doug Seiler, Gene Orson, Jim Finch and Allen Peterson. All members have advocacy experience in issues pertaining to the disabled community, are disabled themselves or both. They met through December of 1991 and reviewed surveys of accessibility in six city buildings, City Hall, the Civic, Centennial Hall, Community Health Annex, the Fargo Public Library and the City Bus Terminal. A plan was developed to implement improvements to accessibility and a time table established.

After reviewing surveys of each building a priority list was developed by the committee:

<u>ACTIVITY</u>	<u>ESTIMATED COST</u>
1. Community Health Annex Elevator (CDBG Funding)	\$85,000.00
2. Civic Restroom	\$16,000.00
3. Hearing Assisted Devices	3,400.00
a. City Commission Chambers	
b. Civic Auditorium	
c. Centennial Hall	
d. Library	
4. Electric Door Operator Centennial Hall east entry	1,500.00
5. Library Elevator Controls	1,600.00
6. Electric Door Operator Skyway Entry at Civic	1,500.00
7. Signage Civic Auditorium	3,200.00
(1991 City Buildings Budget) Sub Total	\$27,200.00
8. City Hall Restrooms	\$22,000.00
9. Library Restrooms	1,700.00
10. Library widen door to boardroom	1,800.00
11. Civic Auditorium extend handrails	2,400.00
12. Library revise handrails	900.00
13. City Hall revise handrails	1,500.00
14. City Hall signage	2,800.00
Sub Total	\$33,100.00

The Mayor's Committee on Site Accessibility advised that parking issues be addressed immediately since they are low cost and have relatively high impact.

1. Civic Lot provide eight designated spaces
2. Community Health Annex provide one designated space in parking lot and revise street parking

Attached summaries of building surveys provide further explanation of accessibility needs.

With the listing of priorities the committee has a recommended schedule. The 1992 City budget had been adopted prior to completion of the building surveys. An amount of \$25,000.00 from the City Buildings Budget has been earmarked for accessibility. In addition, 1991 Community Development Block Grant funds of \$75,000.00 are available to install an elevator in the Community Health Annex.

A specific recommendation for funding remaining items will be submitted to the City Commission for the 1993 budget hearings. The committee urges the City to appropriate adequate dollars to complete necessary items by the end of 1994. Elevator cars in the City Hall and Library were recognized, in the survey, as being smaller than the federal standards. It was the opinion of the committee that the present elevators provide reasonable access, no action is recommended.

Grievance Procedure Under The Americans with Disabilities Act

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This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability in the provision of services, activities, programs, or benefits by the **City of Fargo**. The **City's** Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or a tape recording of the complaint, will be made available for persons with disabilities upon request.

The complaint should be submitted by the grievant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

ADA Coordinator (and other title if appropriate)
[Insert ADA Coordinator's mailing address]

Deleted: (insert ADA Coordinator's name)¶

Within 15 calendar days after receipt of the complaint, ***(ADA Coordinator's name)*** or ***(his/her)*** designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, ***(ADA Coordinator's name)*** or ***(his/her)*** designee will respond in writing, and where appropriate, in a format accessible to the complainant, such as large print, Braille, or audio tape. The response will explain the position of the **City of Fargo** and offer options for substantive resolution of the complaint.

If the response by ***(name of ADA coordinator)*** or ***(his/her)*** designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Administrator or ***his/her*** designee.

Within 15 calendar days after receipt of the appeal, the City Administrator or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Administrator or his/her designee or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

If the response by the City Administrator or his/her designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City Commission by filing and appeal in writing with the City Commission Administration office.

In due course, the City Commission will place the appeal on for hearing and final determination before the City Commission. The City Commission will adopt a final resolution which will be put into writing, and, where appropriate, in a format accessible to the complainant, for the final resolution of the complaint.

All written complaints received by [name of ADA coordinator] or (his/her designee, appeals to the City Administrator or his/her designee or appeals to the City Commission and responses from these offices will be retained by the City of Fargo for at least three years.

[Chapter 2 ADA Coordinator, Notice & Grievance Procedure: Administrative Requirements Under Title II of the ADA
(December 5, 2006)]

Notification

Finally, in meeting basic requirements of Section 504 and the ADA the City of Fargo must adopt a notification process. This process must be "exhaustive and on going". A Notice Under the Americans with Disabilities Act (ADA), will be disseminated to all local organization that are advocated for issues of the disabled. This information will be posted in buildings owned and managed by the City of Fargo and distributed through print and broadcast media and posted prominently on the City's website. Through these efforts it is expected that the broadest range of people will be made aware of the City's pledge of nondiscrimination and to comply with the ADA.

NOTICE UNDER THE AMERICANS WITH DISABILITIES ACT (ADA)

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), **City of Fargo** will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Employment: **City of Fargo** does not discriminate on the basis of disability in its hiring or employment practices and complies with all regulations promulgated by the U.S. Equal Employment Opportunity Commission under Title I of the ADA.

Effective Communication: **City of Fargo** will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the **City of Fargo's** programs, services, and activities, including 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.

Modifications to Policies and Procedures: *City of Fargo* will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities. For example, individuals with service animals are welcomed in *City of Fargo* offices, even where pets are generally prohibited.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of *City of Fargo*, should contact the office of **(name and contact information for ADA Coordinator)** as soon as possible but no later than 48 hours before the scheduled event.

The ADA does not require *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.

Complaints that a program, service, or activity of *City of Fargo* is not accessible to persons with disabilities should be directed to **(name and contact information for ADA Coordinator)**.

City of Fargo will not place a surcharge on a particular individual with a disability or any group of individuals with disabilities to cover the cost of providing auxiliary aids/services or reasonable modifications of policy, such as retrieving items from locations that are open to the public but are not accessible to persons who use wheelchairs.

[Chapter 2 ADA Coordinator, Notice & Grievance Procedure:
Administrative Requirements Under Title If of the ADA
(December 5, 2006)]

6

IN THE DISTRICT COURT OF CASS COUNTY, NORTH DAKOTA

Fred M. Hector, Jr.,

Petitioner-Appellant,

Civil No. 09-2009-CV-04474

vs.

SUMMONS

City of Fargo, a political subdivision of
the State of North Dakota,

COPY

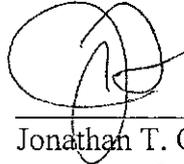
Respondent-Appellee.

THE STATE OF NORTH DAKOTA TO THE ABOVE NAMED DEFENDANT:

You are hereby summoned and required to appear and defend against the Complaint in this action, which is herewith served upon you, by serving upon the undersigned an answer or other proper response within twenty days after the service of this Summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the Complaint.

Dated this 12th day of November, 2009.

GARAAS LAW FIRM



Jonathan T. Garaas
Attorneys for Plaintiff
Office and Post Office Address:
DeMores Office Park
1314 23rd Street South
Fargo, North Dakota 58103-3796
Telephone: (701) 293-7211
North Dakota Bar ID #03080

IN THE DISTRICT COURT OF CASS COUNTY, NORTH DAKOTA

Fred M. Hector,
individually and on behalf of all
landowners specially assessed for
Special Assessment Project 5314,

Plaintiff,

Civil No. 09-2009-CV-04474

vs.

COMPLAINT

City of Fargo, a municipal corporation,

Defendant.

For his Complaint against the Defendant, Plaintiff Fred M. Hector for himself, individually, and on behalf of all landowners specially assessed for Special Assessment Project 5314, alleges:

I. Common Allegations

1. Plaintiff is a resident of Cass County, State of North Dakota.
2. Defendant is a municipal corporation organized and existing under the laws of the State of North Dakota and is situated in Cass County, North Dakota.
3. Plaintiff owns real property situated in City of Fargo, Cass County, North Dakota, included within Special Assessment Project 5314. Special Assessment Project 5314 was formed by the Defendant to partially defray the costs for the reconstruction of Defendant's 52nd Avenue South from University Drive to 45th Street in south Fargo, an approximate length of two and one-half miles. The components for the full project on 52nd Avenue South that were to be partially paid through special assessments included construction [or reconstruction] of said avenue [with all amenities of an urban street], extending municipal water main lines [equal to the cost a 16" diameter

pipe or less], cost of obtaining necessary right of way acquisitions for street and water main easements, and the I-29 Interchange bridge with 31st Street and 38th Street frontage road reconstruction north of 52nd Avenue South within the district. The special assessment district was to partially pay engineering administration, and miscellaneous costs anticipated to be calculated on a percentage basis. For that portion of the total project for paving and the water main, engineer and administration costs were anticipated to be 12% of construction cost for the paving and water main, and miscellaneous expenses were anticipated at the rate of 13% of construction costs. For that portion of the I-29 Bridge reconstruction with frontage roads, engineer and administration costs were anticipated at the rate of 1% of construction costs and miscellaneous expenses were anticipated at the rate of 10% per annum for the total project and expected to be only partially funded by special assessments. For the right of way acquisition, expected only to be partially funded by special assessments, engineering and administration were anticipated at the rate of 6%.

Within this Complaint, Plaintiff's use of the term "Special Assessment District 5314" does not include Defendant's special assessment project now known as Special Assessment District 5314-10. Defendant's Special Assessment District 5314-10 involved the paving of the southwest quadrant of the I-29/52nd Avenue South frontage road which was a separate project, and not involved with issues raised by this Complaint.

4. Special Assessment District 5314 was created by resolution by the Defendant's City Commission of August 27, 2007. By resolution of August 27, 2007, the Defendant's City Commission accepted its Engineer's Report for the funding of Special Assessment District 5314 which assigned street sales tax monies as follows: (a) \$1,328,288.00 for the paving east of 31st Street; (b) \$266,500.00 for Interchange reconstruction and right of way; (c) \$335,000.00 for right

of way acquisition, (d) \$135,000 for tree planting from University Drive to 45th Street; (e) \$1,072,500 for utility relocation; and (f) \$1,356,574.00 for street paving west of 38th Street to 45th Street.

The Engineer's Report for funding of August 27, 2007, also identified water utility funds as follows: (a) \$210,540.00 of water utility funds for the construction of the water main west of 38th Street; and (b) \$3,477,500.00 for the construction [with related engineering and administration costs] of the water transmission east of I-29, and (c) \$1,787,500.00 for the construction [with related engineering and administration costs] of the water transmission west of I-29.

The adopted Engineer's Report further anticipated federal funds and other miscellaneous sources [\$24,410,000.00 and \$7,056,232.00 respectively] would fund portions of the construction project that would be partially funded by special assessments. After taking into account city tax funds, utility funds, and third party funds, the adopted Engineer's Report estimated special assessment funding of \$12,840,948.00. A copy of the Engineer's Report outlining said anticipated costs and funding sources is attached to this Complaint, marked Exhibit A1, and incorporated by reference.

5. Upon information and belief, Defendant provided notice to district landowners by publication and its mailing of its requisite Resolution of Necessity [required under N.D.C.C. § 40-22-10] in September of 2007. Defendant also mailed to district landowners its engineer's Memorandum of September 12, 2007, which is attached to this Complaint, marked Exhibit A2, and incorporated by reference. By this Memorandum, district landowners were informed of a contemplated special assessment project funded by federal funds of \$24,410,000.00, miscellaneous funds of \$7,606,235.00 [\$550,003.00 of new miscellaneous funds greater than the Engineer's

Report], city sales tax funds of \$4,493,862.00, water utility funds of \$5,475,540.00, and the remainder by special assessments of \$12,840,948.00.

Defendant's City Commission determined that there were not sufficient protests to the special assessment project in October, 2007.

6. From the inception of Special Assessment District 5314, all that portion of the project that lies east of 38th Street to University Drive, on 52nd Avenue South, was to be with State of North Dakota and Federal involvement [later described as Phase 1 and Phase 2; see ¶10 of this Complaint]. Because of State of North Dakota and Federal involvement, the sales tax funds and water utility funds, specified in the Engineer's Report and engineer's Memorandum to district landowners, became dedicated funds to the special assessment project under N.D.C.C. § 40-22-06. Plaintiff, and other district landowners, reasonably relied upon Defendant's statements as to the amount of city sales tax funds, water utility funds, federal or other funds that were available to help defray the cost of the improvements.

7. Because the Interstate Bridge was being widened and moved for greater capacity, the then existing frontage roads were to be redesigned and reconnected. At the time of making the Engineer's Report of August 2007, it was anticipated that the State of North Dakota and Federal government would reconstruct and reposition the frontage roads north of 52nd Avenue South at federal and state expense for \$990,000.00. Upon information and belief, Plaintiff alleges that the Resolution of Necessity adopted by the Defendant's City Commission only approved the design [for the two (2) frontage roads lying north of 52nd Avenue South] that would be constructed by the State of North Dakota at a Federal/State cost of \$990,000.

8. In September 2007, Plaintiff and his wife contracted with North Dakota Department

of Transportation [NDDOT] wherein NDDOT agreed to construct the frontage roads north of 52nd Avenue in the northeast and northwest quadrants of I-29/52nd Avenue South. The September 2007 agreement, between the Plaintiff and NDDOT, was supported by good and valuable consideration flowing to each party to the contract. Although the agreement provided for the location of the frontage roads, the design, construction material, and construction standards for the frontage roads were left to the sole discretion of NDDOT. At the time of this September 2007 contract, it was anticipated the 31st and 38th Street frontage roads would be a two lane, rural type, asphalt road and paid for through state and federal funds for \$990,000, or less.

9. In the month of November 2007, subsequent to the creation of the Special Assessment District 5314 and the adoption of the Resolution of Necessity, the Defendant entered into three contracts with NDDOT relating to all construction, and the financing thereof, for all project elements, to be partially financed by special assessment, from University Drive to 38th Street West on 52nd Avenue South [later described as Phase 1 and Phase 2; see ¶ 10 of this Complaint]. Copies of Defendant's November, 2007, contracts with NDDOT [which were included in a NDDOT letter dated November 6, 2007, marked Exhibit B] are attached hereto, marked Exhibits B1, B2 and B3, and are incorporated by reference. At time of contracting in November 2007, Defendant and NDDOT agreed that the 31st Street and 38th Street Frontage roads and utility easements would be 120 feet wide [31st Street] and 100 feet wide [38th Street] and that the road would be three lanes wide. Defendant did not provide Plaintiff, nor other district landowners, notice that the frontage road project would be expanded to include a three lane urban style road.

10. For construction bidding purposes, Special Assessment District 5314 was separated into three separate phases with NDDOT responsible for construction bidding of two of the three

phases. NDDOT, pursuant to law and/or the contracts [Exhibits B1, B2 and B3], was the contracting party responsible for the allocation of federal funds devoted to Special Assessment District 5314. For purposes of this Complaint, these three phases [for bidding purposes] of Special Assessment District 5314 are described as follows:

- a. **Phase 1:** NDDOT project U-CMU-8-8-081(029) 920 for the paving, grading, storm drains, water mains, signals and other structural improvements from University Drive to 31st Street on 52nd Avenue South, with the bidding process and funding controlled by NDDOT.
 - b. **Phase 2:** NDDOT projects AC-IM-8-029(046)060 and SIM-8-029(108)060 for the paving, grading, storm drains, water mains, signals and all other structural improvements for the reconstruction of 31st and 38th Street frontage roads and the Interchange Bridge on 52nd Avenue South, with the bidding, funding and construction controlled by NDDOT.
 - c. **Phase 3:** Fargo project 5314(Phase 9) for the paving, grading, storm drains, water mains, signals and all other structural improvements for the construction of 52nd Avenue South from 38th Street to 45th Street, with the bidding, funding and construction controlled by the Defendant. Defendant also includes within its Phase 3 project [and for its bidding and funding of Phase 3] the cost of construction of a storm sewer along 52nd Avenue South to Drain 27, even though the special assessment district was to end at 45th Street.
11. Construction bids for Phase 1 of the special assessment project were received by

NDDOT on or about January 19, 2008, with Master Construction Co., Inc., [Phase 1 contractor] being the accepted low bidder at the initial contract price of \$9,793,449.17. Estimated change orders from March 3, 2008 through September 4, 2009, increased the construction costs by \$87,657.59 for a total construction cost of \$9,881,106.76 in actual construction costs for Phase 1 of the project.

12. As of September 4, 2009, the Phase 1 contractor had been paid \$8,811,176.07 with federal funds, and \$1,036,949.49 with Defendant's funds, leaving, at most, a construction contract balance of \$32,981.20 to be paid by federal or city funds.

13. A copy of NDDOT's Intermediate Progressive Estimate Number 10 for Phase 1 is attached hereto, marked Exhibit C1, and incorporated by reference. As of its date, Exhibit C1 is an accurate report of the cost of construction payments for Phase 1 and the amount of federal funds used to pay for the cost of Phase 1 construction.

14. Construction bids for Phase 2 of the special assessment project were received by NDDOT on or about January 19, 2008, with Industrial Builder, Inc, [Phase 2 contractor] being the accepted low bidder at the initial contract price of \$23,112,361.56.

After receiving the Phase 2 contractor's bid, NDDOT separated its accounting of the construction costs between the 31st and 38th Street frontage roads [and water mains] from the construction costs for the Interchange Bridge. NDDOT determined the costs of construction for the two (2) sub-parts of Phase 2, as follows:

- a. The construction costs for frontage roads, city distribution water mains and city transmission water mains [NDDOT's SIM-8-029(108)060 project] were determined by NDDOT to be \$5,311,480.29. Estimated change orders through July 14, 2009,

decreased the contract cost by \$56,073.98 for a construction contract price of \$5,255,406.31. As of July 14, 2009, the Phase 2 contractor had been paid \$5,097,202.63 with federal funds. As of July 14, 2009, Defendant had not expended any cash outlays for the construction of the frontage roads, water mains [and other utilities] for 31st Street and 38th Street lying North of 52nd Avenue South, and there remains only \$158,203.68 of construction contract costs to be paid with either state, federal, state, or city funds.

- b. The Interchange bridge construction costs [NDDOT project AC-IM-8-029(046)060] was determined by NDDOT to be \$17,800,881.27. Estimated change orders through July 14, 2009, increased the contract cost by \$70,026.39 for a contract price of \$17,870,907.66. As of August 14, 2009, the Phase 2 contractor had been paid \$17,571,373.60 with federal funds. As of August 14, 2009, the Phase 2 contractor had been paid \$132,238.98 with Defendant's funds. As of August 14, 2009, there remained only \$167,295.08 in construction costs to be paid by either federal, state, or city funds.

15. A copy of NDDOT's Intermediate Progressive Estimate Number 24 for Phase 2 [NDDOT's SIM-8-029(108)060 project involving the two frontage roads] is attached hereto, marked Exhibit C2, and incorporated by reference. As of its date, Exhibit C2 is an accurate report of the cost of construction payments for NDDOT's SIM-8-029(108)060 project, and the amount of federal funds used to pay for the cost of construction.

16. A copy of NDDOT's Intermediate Progressive Estimate Number 24 for Phase 2

[NDDOT's project AC-IM-8-029(046)060 involving the Interstate bridge] is attached hereto, marked Exhibit C3, and incorporated by reference. As of its date, Exhibit C3 is an accurate report of the cost of construction payments NDDOT's project AC-IM-8-029(046)060, and the amount of federal funds used to pay for the cost of construction.

17. Construction bids for Phase 3 of the special assessment project [with the construction of storm sewer for Drain 27 which was not part of Special Assessment Project 5314 as authorized by Defendant's City Commission] were received by Defendant in or about February, 2008, with Dakota Underground, [Phase 3 contractor] being the accepted low bidder at the initial contract price of \$5,732,126.80. Estimated change orders from through December 8, 2008, increased the construction costs by \$167,295.15 for a total construction cost of \$5,899,421.95 for Phase 3 [with the unauthorized storm sewer for Drain 27]. The Phase 3 contractor had been paid said \$5,899,421.95 with Defendant's funds.

18. A copy of Defendant's Pay Estimate Sheet for December 8, 2008, is attached hereto, marked Exhibit C4, and incorporated by reference. As of its date, Exhibit C4 is an accurate report of the cost of construction costs for Phase 3 [with the unauthorized construction of storm sewer for Drain 27] of the special assessment project.

19. Aside from what the Defendant included in its account entitled "Other Services" [Defendant's itemization of "Other Services" in the amount of \$1,359,342.01 set forth in City Auditor's certification described in ¶ 20 of this Complaint], the only construction costs that are known by Plaintiff to be incurred by the Defendant for all three phases of the construction are the amounts listed in Exhibits C1, C2, C3, and C4 to this Complaint. Plaintiff is of the belief, and

therefore, alleges that Exhibits C1, C2, C3, and C4 are accurate accountings as to the federal and city funds used to pay for all three phases of the special assessment project. Because of Plaintiff's belief as to the accuracy of said exhibits, Plaintiff alleges that only \$7,071,309.18 of Defendant's funds were used to pay construction costs, and leaves it to Defendant to prove construction costs for the project in excess of said amount, if any exist.

20. On October 13, 2009, when Defendant presented its itemization of costs to its Special Assessment Commission, Defendant claimed it had incurred \$26,255,716.56 for the following costs in all three phases of Special Assessment Project 5314: (1) advertising in the amount of \$3,609.97; (2) Miscellaneous costs of \$207.15; (3) City Administration and City Engineering of \$2,039,923.51; (4) Other Engineering/ Design Services in the \$1,016,878.99; (5) Other Services in the amount of \$1,359,342.01; (6) Quality control testing in the amount of \$85,817.85; (6) Appraisal in the amount of \$61,141.58; (7) Legal services in the amount of \$89,706.00; (8) Land in the amount of \$3,164,518.18; (8) Construction costs of \$17,234,716.92; and (9) Interest costs of \$1,199,854.40.

21. Plaintiff is of the belief, and therefore alleges, that Defendant's October 13, 2009, itemization of costs and disbursement for Special Assessment Project 5314 is erroneous in the following respects, among others:

- a. The Defendant inflated its known construction costs by the amount of \$10,163,407.74 [claimed construction costs of \$17,234,716.92 less known city funds paid for Phases 1, 2 and 3 contractors of \$7,071,309.18 equals \$10,163,407.74].
- b. The Defendant inflated its land acquisition costs by not less than \$1,558,250.10 by including the cost of purchasing 28.618 acres [at \$1.25 per square foot] for a water retention pond that was not related to Special Assessment District 5314.

- c. The Defendant inflated the construction interest it incurred for the project by \$1,199,854.40 in that no special assessment warrants were issued for the special assessment project until October, 2009.
- d. Defendant is of the further belief, and therefore alleges, that Defendant has commingled costs associated for land, appraisals, legal fees, and “Other Services” with other city projects, and Plaintiff leaves Defendant to its proof as to whether all costs claimed for land, appraisals, legal fees, or “Other Services” are properly included as costs of Special Assessment District 5314.

22. Assuming, *arguendo*, Defendant is required to pay for all unpaid construction costs after all known federal funds for the project [\$31,479,752.30 of Federal funds] were paid, Defendant’s construction costs under the accepted construction contracts [with all change orders] for Phases 1, 2, and 3 of the project would be in the amount of \$7,429,789.14 [\$7,071,309.18 plus \$32,981.20 {¶ 12} plus \$158,203.68 {¶ 14(a)} plus \$167,285.08 {¶ 14(b)} equals \$7,429,789.14].

Assuming, *arguendo*, the accuracy of Defendant’s other claimed project costs [except for land costs and incurred interest, ¶ 21 (b) & (c)], Plaintiff alleges that Defendant’s costs in the project cannot exceed \$13,692,684.28 based upon the following components: (1) advertising in the amount of \$3,609.97; (2) Miscellaneous costs of \$207.15; (3) City Administration and City Engineering of \$2,039,923.51; (4) Other Engineering/Design Services in the \$1,016,878.99; (5) Other Services in the amount of \$1,359,342.01; (6) Quality control testing in the amount of \$85,817.85; (6) Appraisal in the amount of \$61,141.58; (7) Legal services in the amount of \$89,706.00; (8) Land in the amount of \$1,606,268.08 [\$3,164,158.18 less \$1,558,250.10 equals \$1,606,268.08; ¶ 21(b)]; and (9) Construction costs of \$7,429,789.14 [see ¶ 22 above].

23. When creating the special assessment district, the Defendant promised district landowners use of street sales tax funds of \$4,493,862.00 and water utility funds of \$5,475,540.00 to be used for the project. The Defendant claims to have funded the project with sales tax monies of at least \$4,493,862.00 and claims to have spent \$3,655,625.00 of water utility funds for the project which is \$1,819,915.00 less than the dedicated funds promised to landowners. The Defendant claims it credited the project the amount of \$122,000.00 from City of Frontier funds, and \$67,800.00 from Cass Rural/Rose Creek funds. After applying promised sales tax, “spent” water utility funds, and Frontier and Cass Rural/Rose Creek credits, the city funds needed for the entire completion of three phases of the project cannot exceed \$5,353,160.28 [$\$13,692,684.28 \{¶ 22\}$ less \$4,493,862.00 less \$3,655,625.00 less \$122,000.00 less \$67,800.00 equals \$5,353,160.28].

When Defendant funds the remaining, unspent utility funds [\$1,819,915.00] to the three phases of the construction project, the amount remaining to be paid by city funds [and the only amount assessable] could not exceed \$3,533,245.28 [$\$5,350,698.52$ less \$1,819,915.00 equals \$3,533,245.28] and such amount is subject to further reduction depending on Defendant’s true cash outlay for construction, the commingling of expenditures with other city projects, and whether new components were added to the construction project as contemplated at the time of the Defendant’s Resolution of Necessity and later bid.

24. In October, 2009, based upon Defendant’s erroneous claims of its construction costs, inflated land acquisition and interest costs, commingling, and other matters, the Defendant assessed landowners within the district the total amount of \$16,353,400.03 when the true assessment for all district landowners should not exceed \$3,533,245.28 [¶ 23 of the Complaint]. The Defendant’s total assessment of \$16,353,400.03 against district landowners is excessive, improper, illegal

and/or fraudulent to them causing all assessed district landowners to be deprived of their monies and damaged.

25. Plaintiff owns land in the SE¼ of 34-139-49 and S½ of 35-139-49. Defendant has improperly, inequitably, illegally and fraudulently assessed Plaintiff's lands in the amount of \$6,970,829.16 for the project. Defendant's assessment of Plaintiff's land is improper, inequitable, illegal and fraudulent for any one, or more, of the following reasons:

- a. Plaintiff's lands in the SE¼ of 34-139-49 have been assessed \$2,303,375.86 for the construction of frontage roads which is excessive because (1) the construction of the frontage roads as built were not part of the original project that was subject of the Resolution of Necessity; (2) all construction, engineering, and acquisition of land were paid for by state or federal funds without Defendant's expenditure of cash or funds equal to the assessment; (3) the assessment exceeds Defendant's "caps" set forth within its adopted special assessment policies, and without a fair proration between district landowners having a direct benefit and landowners having an indirect benefit for the project; (4) the assessment was made without Defendant funding promised additional water utility funds for the project in the amount of \$1,819,915.00; (5) the assessment was made because of Defendant's erroneous statements of inflated project land acquisition costs, improper calculation of construction interest, and the improper commingling of funds between projects; and (6) Defendant has not had a cash outlay for the frontage roads equal to the assessment.
- b. Plaintiff's lands in the S½ of 35-139-49 have been assessed \$2,273,765.77 for the

construction of frontage roads which is excessive because (1) the construction of the frontage roads as built were not part of the original project that was subject of the Resolution of Necessity; (2) all construction, engineering, and acquisition of land were paid for by state or federal funds without Defendant's expenditure of cash or funds equal to the assessment; (3) the assessment exceeds Defendant's "caps" set forth within its adopted special assessment policies, and without a fair proration between district landowners having a direct benefit and landowners having an indirect benefit for the project; (4) the assessment was made without Defendant funding promised additional water utility funds for the project in the amount of \$1,819,915.00; (5) the assessment was made because of Defendant's erroneous statements of inflated project land acquisition costs, improper calculation of construction interest, and the improper commingling of funds between projects; and (6) Defendant has not had a cash outlay for the frontage roads equal to the assessment.

- c. Plaintiff's land in S½ of 35-139-49 have been assessed \$903,392.80 for paving and the assessment for paving project assessment on the east side of I-29 is excessive because (1) all construction, engineering, acquisition of land and miscellaneous costs should have been paid in full by state funds, federal funds, promised city sales taxes and promised water utility funds, and without further expenditure of city funds; (2) Defendant has not had a cash outlay equal to the assessment; (3) the assessment exceeds Defendant's "caps" set forth within its adopted special assessment policies and without a fair proration between district landowners having a direct benefit and

landowners having an indirect benefit for the project; (4) the assessment was determined without Defendant funding promised additional water utility funds for the project in the amount of \$1,819,915.00; (5) the assessment was made because of Defendant's erroneous statements of inflated project land acquisition costs and interest and the improper commingling of funds between projects; and (6) 52nd Avenue South, lying east of I-29 is a regional highway providing a regional benefit, and no special assessment is proper without considering the regional benefit to the community as a whole.

- d. Plaintiff's lands have been assessed \$545,945.81 for all water main distribution and the assessment for the water mains is excessive because (1) all construction, engineering, acquisition of land, and miscellaneous costs east of 38th Street should have been paid in full by state funds, federal funds, promised city sales taxes and promised water utility funds, and without further expenditure of city funds; (2) Defendant has not had a cash outlay equal to the assessment; (3) the assessment exceeds Defendant's "caps" set forth within its adopted special assessment policies and without a fair proration between district landowners having a direct benefit and landowners having an indirect benefit for the project; (4) the assessment was determined without Defendant funding promised water utility funds for the project in the amount of \$1,819,915.00; and (5) the assessment was made because of Defendant's erroneous statements of inflated project land acquisition costs and interest and the improper commingling of funds between projects.
- e. Plaintiff's lands have been assessed \$119,742.12 for the construction of the

Interchange and the assessment for the Interchange is excessive because (1) all construction, engineering, and acquisition of land and miscellaneous costs should have been paid in full by state funds, federal funds, promised city sales taxes and promised water utility funds, Frontier funds and/or Cass Rural Water or Rose Creek funds without further expenditure of city funds; (2) Defendant has not had a cash outlay equal to the assessment; (3) the assessment exceeds Defendant's "caps" set forth within its adopted special assessment policies and without a fair proration between district landowners having a direct benefit and landowners having an indirect benefit for the project; (4) the assessment was determined without Defendant funding promised additional water utility funds for the project in the amount of \$1,819,915.00; (5) the assessment was made because of Defendant's erroneous statements of inflated project land acquisition costs and interest and the improper commingling of funds between projects; and (6) the Interchange provides a regional benefit, and not a local benefit, and no special assessment is proper without considering the regional benefit to the community as a whole.

- f. Plaintiff's land in the SE¼ of 34-139-49 have been assessed \$824,606.92 for paving and the assessment for paving project assessment on the west side of I-29 is excessive because (1) all construction, engineering, acquisition of land and miscellaneous costs East of 38th Street should have been paid in full by state funds, federal funds, promised city sales taxes and promised water utility funds and without further expenditure of city funds; (2) Defendant has not had a cash outlay equal to all district landowners' assessments and the district landowners' assessments were made

without the promised allocation of promised sales tax monies; (3) the assessment exceeds Defendant's "caps" set forth within its adopted special assessment policies and without a fair proration between district landowners having a direct benefit and landowners having an indirect benefit for the project; (4) the assessment was determined without Defendant funding promised additional water utility funds for the project in the amount of \$1,819,915.00; and (5) the assessment was made because of Defendant's erroneous statements of inflated project land acquisition costs and interest and the improper commingling of funds between projects.

II. The Proposed Class

26. There are approximately six square miles of real property situated in City of Fargo, Cass County, North Dakota, included within Special Assessment Project 5314, described as follows to-wit:

All of the land lying in the North half of Section 1, Section 2 and Section 3, Township 138, Range 49 bounded on the West by 45th Street South and on the East by the Red River of the North.

All of the land lying in Section 32, Section 33, Section 34, Section 35 and Section 36, Township 139, Range 49 bounded on the West by the Sheyenne River and bounded on the East by the Red River of the North.

Plaintiff brings this action on Plaintiff's own behalf, and as representative of the owners of the other parcels of real property that have been assessed by the Defendant for Special Assessment Project 5314. All of the assessed landowners are of the same class as Plaintiff, are entitled to relief from the special assessment imposed upon their lands by the Defendant, and are too numerous to be joined as plaintiffs in this action.

27. Questions of law and fact that are presented by this suit that are common to the entire

class of persons represented by Plaintiff. A class action offers the most appropriate means of adjudicating the claims and defenses of the Plaintiff, all other district landowners, and the Defendant. Because of the multitude of district landowners and of the nature of the common issues among them, statutory proceedings [N.D.C.C. § 57-20-20] to obtain a refund of a tax paid, under protest, are an impracticable and inefficient means to protect district landowners' interests. Except as to certain issues relating to the assessment for the 31st Street and 38th Street frontage roads, lying north of 52nd Avenue South, Plaintiff's claims are typical of the claims of all members of the class. Plaintiff is qualified to, and will fairly and adequately protect the interests of each and all of the members of the class.

III. Statutory and Equitable Reassessment of Project Benefits

28. Plaintiff incorporates by reference all prior pleadings of this Complaint.

29. Following publication of Defendant's intent to assess district landowners \$16,343,400.03 for Special Assessment Project 5314, Plaintiff [and at least one other property owner within the special assessment district] appeared before Defendant's Special Assessment Commission and objected both orally, and in writing, to the special assessment, and to any levy of an assessment of landowners of the district. Plaintiff, through his attorney, and on behalf of himself and district landowners, requested the Defendant's Special Assessment Commission to (1) not certify the erroneous assessment, and (2) request the Defendant's City Commission to order an audit of special assessment project. Defendant's Special Assessment Commission held its hearing [of special assessments for Special Assessment District 5314] on September 14, 2009, September 29, 2009, and October 15, 2009; the Special Assessment Commission's hearing actually concluded on October 15, 2009.

30. Acting inconsistently with its statutory duty to not act until a special assessment hearing is concluded, Defendant's Special Assessment Commission signed a document approving an assessment list on September 15, 2009 even though on said date: (1) the special assessment hearing for Special Assessment District 5314 had not concluded; (2) there was on September 14, 2009, only a working copy of a special assessment list which had not been presented to the Special Assessment Commission on said date; and (3) no notice was given to Plaintiff, nor other objecting district landowners, that the Special Assessment Commission would meet on September 15, 2009, in violation of North Dakota open meeting laws. Acting on the Special Assessment Commission's September 15, 2009, document, the Defendant's auditor published notice that the special assessment list had been approved and gave notice of the date that objections would be heard by Defendant's City Commission. Despite its execution of the September 15, 2009, document, the Special Assessment Commission held continued hearings for Special Assessment District 5314 on September 29, 2009, and October 15, 2009 without disclosing its September 15, 2009, actions. On October 15, 2009, Defendant's Special Assessment Commission received, for the first time, the final special assessment list for Special Assessment District 5314, and concluded its special assessment hearing. Despite Plaintiff's request, and Plaintiff's evidentiary showing that the Defendant's cash outlays for the project were inflated and erroneous, Defendant's Special Assessment Commission failed to honor Plaintiff's request to have the district audited, but rather, confirmed the excessive, illegal and improper assessment list it first received on October 15, 2009.

31. Although the Defendant's Special Assessment Commission confirmed the special assessment list on October 15, 2009, it failed to provide the requisite fifteen (15) day notice, by publication, of its act of October 15, 2009, confirming the special assessment list.

32. Defendant, without strict adherence to statutory procedure and statutory time periods [or alternatively open meeting laws], required district landowners to present their objections of the special assessment to the Defendant's City Commission four (4) days later on October 19, 2009.

33. Plaintiff, through his attorney, appeared before the City Commission to present his written objections to the assessment, and to request an audit of the special assessment district. On October 19, 2009, Plaintiff tried to orally present his objection(s) and request to the Defendant's City Commission, but the City Commission refused to fully hear Plaintiff's objection(s) and request. On October 19, 2009, without proper notice, and without providing Plaintiff with a full evidentiary hearing, Defendant's City Commission arbitrarily, capriciously, and unreasonably approved the assessment list.

34. The special assessment constitutes an unjust and unlawful lien on the property of Plaintiff and the lots and parcels owned by other real property district landowners who are members of the class. Special assessments against property to defray the cost of public improvements in the Defendant city are authorized and lawful only if, after the expenditure of federal, state and devoted city funds, there is a cash outlay by the Defendant equal to, or a cash outlay of the Defendant that exceeds, the assessment for the project envisioned at the time of Defendant's Resolution of Necessity as noticed to the district landowners [to a maximum of \$12,840,948.00; ¶ 4; N.D.C.C. § 40-22-06]. Payment for the improvement partly by special assessments against Plaintiff's property [and the property of the other owners for whom this action is brought] is wholly unauthorized and improper if the Defendant has not incurred a cash outlay for the project that is equal to or greater than the assessment [after dedicated municipal funds have been fully credited to the special assessment project].

35. Unless the special assessment list [as approved by the Defendant] is declared null and void and the project reassessed by this Court, Plaintiff and the other real property owners for whom this action is brought will be compelled to pay for a general, unequal, tax for the benefit of Defendant under the guise of a local improvement.

36. Under the provision of N.D.C.C. § 40-26-07, the above named Court has jurisdiction to void the Defendant's assessments and to determine the true and just amount that each property owner should be assessed. Under its statutory and equitable powers expressed within N.D.C.C. § 40-26-07, this Court should nullify the assessments in Special Assessment Project 5314 and determine the true and just amount of assessment for each property, in accordance with Defendant's special assessment "caps", after determining the following factual [or legal] issues presented by this complaint as to Defendant's true cash outlay for the special assessment project.

IV. Fraud and Deceit

37. Plaintiff incorporates by reference all prior pleadings of this Complaint.

38. To obtain a special assessment lien against real property owned by Plaintiff and other district landowners, the Defendant, through its authorized agents, made the following false statements concerning the construction costs and interest Defendant purportedly incurred for Special Assessment Project 5314, among other falsehoods:

- a. By newspaper publication occurring on August 31, 2009, and September 7, 2009, and its auditor's letter September 9, 2009, Defendant stated it had incurred \$15,255,183.85 in construction costs and \$1,199,854.40 in interest for Special Improvement District 5314;
- b. By its auditor's letters to its Special Assessment Commission dated August 25, 2009,

and September 9, 2009, Defendant stated it had incurred \$17,234,717.92 in construction costs and \$1,199,854.40 in interest, at the rate of 6.5800% for Special Improvement District 5314;

- c. By an amended letter from Defendant's auditor to its Special Assessment Commission dated October 13, 2009, Defendant stated it had incurred \$17,234,717.92 in construction costs and \$1,199,854.40 in interest, at the rate of 6.5800% for Special Improvement District 5314.

39. Defendant's representations of its construction costs [statement of \$17,234,717.92 or \$15,255,183.85] are false, and were known, or should have been known, by the Defendant to be false at the time the statements were made. Defendant, at the time of the making of its statement, knew, or should have known that all of its construction costs were identified in Exhibits C1, C2, C3, and C4 of this Complaint [¶¶ 13, 15, 16 & 18 of this Complaint] and that it had only cash outlays of \$7,071,309.18 [¶ 19 of this Complaint] for construction with only \$358,469.96 [¶ 22 of this Complaint] left to pay for construction under the contracts as bid and accepted by federal, state and municipal authorities.

40. Defendant's statements that it paid \$1,199,854.40 in interest, at the rate of 6.5800% for Special Improvement District 5314 are false and were known, or should have been known, by the Defendant to be false at the time the statements were made. Defendant knew, or should have known that no special assessment warrants were issued for Special Improvement District 5314 until October, 2009, and that it did not incur, and could not incur, construction interest at the rate of 6.58% interest in the amount of \$1,199,854.00 at the time the statements were made. Defendant, knew or should have known, that unless there is a properly issued warrant or bond in a special

assessment project, district landowners have no obligation to pay interest for the special assessment project. Defendant, knew or should have known, that no special assessment warrants or bonds for the project had been issued at the time the statement of incurred interest had been made.

41. Defendant's false statements were made by Defendant to deceive and defraud the Plaintiff, and other district landowners, in order that Defendant, under the guise of a special assessment, may impose a general tax lien against the real property of Plaintiff and other district landowners.

42. As a result of Defendant's false statements, under the guise of a special assessment, an excessive, unequal and unfair lien has been placed against the lands of district landowners as a whole in the principal amount of \$16,344,400.03. As a direct and proximate result of Defendant's false statements, district landowners have been injured by Defendant's false statements in an amount that is equal to the amount that said lien of \$16,344,400.03 exceeds a fair special assessment. Plaintiff is of the belief, and therefor alleges, that district landowners have been damaged, or injured, in the amount of at least \$10,163,408.91 [false amount of \$17,234,717.92 less known construction costs of \$7,071,309.18 equals \$10,163,408.91], together with interest thereon, due to Defendant's false statements concerning its construction costs unless the assessment is set aside by this Court.

Unless the assessment is set aside by this Court, Plaintiff is of the belief, and therefore alleges that district landowners have also been damaged, or injured, in the amount of \$1,199,854.00 together with interest thereon for the false statements concerning both the interest and the interest rate it had incurred.

43. Plaintiff is of the belief, and therefore alleges, that Defendant's false statements caused damages or injuries to him. Plaintiff alleges that if his assessments are not set aside by this

Court, Defendant's false statements have damaged, or injured him personally, in an amount greater than \$6,146,222.36, calculated with the following components:

- a. An amount equal to the entire assessment of \$2,303,375.86 upon Plaintiff's lands in the SE¼ of 34-139-49 for the construction of frontage roads;
- b. An amount equal to the entire assessment of \$2,273,765.77 upon Plaintiff's lands in the S½ of 35-139-49 for the construction of frontage roads;
- c. An amount equal to the entire assessment of \$903,392.80 upon Plaintiff's land in S½ of 35-139-49 for paving east of I-29;
- d. An amount equal to the entire assessment of \$545,945.81 for all water mains in the district;
- e. An amount equal to the entire assessment of \$119,742.12 for the construction of the Interchange;
- f. An amount equal to that part of the \$824,606.92 assessment for the paving west of I-29 that exceeds the fair assessment.

Plaintiff reserves the right to amend this Complaint when Defendant's true cash outlay for Special Improvement District 5314 is known.

44. Required to protect Plaintiff's own real property interests by defending against Defendant's fraud and deceit, Plaintiff has incurred attorney fees, court reporter fees, and other expenditures before Defendant's Special Assessment Commission and City Commission in the approximate amount of \$25,000.00. Plaintiff reserves the right to amend this Complaint to include Plaintiff's true expenditures for attorney fees, court reporter fees and other costs incurred at the municipal level to protect his rights. As a proximate cause of Defendant's fraud and deceit Plaintiff

has been damaged by the loss of his own productive time in a reasonable amount, but not less than \$25,000.

45. Defendant's deceit and fraud, whether intentional or constructive, vitiates the special assessment process, and nullifies all special assessments levied by Defendant against landowners in Special Improvement District 5314.

IV. Violation of Fiduciary Duties

46. Plaintiff incorporates by reference all prior pleadings of this Complaint.

47. The Defendant acts as a fiduciary, measured by the same standards applicable to any other fiduciary, to all landowners within a special assessment district. Defendant's fiduciary duties to Plaintiff, and other landowners within Special Improvement District 5314, include, but are not necessarily limited to, the following:

- a. To issue special assessment warrant or bonds that when issued cover only the actual cash outlay that the Defendant incurs for that portion of the improvement to be funded by special assessments;
- b. To properly account for all monies received from the issuances of warrants and bonds, and segregate the amounts received from Defendant's own funds;
- c. To use the monies received from the issuance of warrants and bonds only for that portion(s) of a project that were to be funded in whole or in part by special assessments and only after other funds, devoted to the project, have been paid first or contemporaneously;
- d. To ensure that district landowners are not charged construction interest until the warrant(s) or bond(s) are actually issued and after monies [or other consideration] are

actually paid to the special improvement district for the issuance of the warrant(s) or bond(s);

- e. To properly account to district landowners for all monies expended from the proceeds of the warrant or bond issuance;
- f. To administer the funds received in consideration of the issuance of the warrant(s) or bond(s) as a prudent person and solely in the interests of the district landowners;
- g. To hold funds received from the issuance of warrant(s) or bond(s) for the special improvement in trust for the district landowners, and segregated from Defendant's other funds;
- h. To refund and/or credit district landowners all amounts received for issuance of warrant(s) or bond(s) that are greater than is required to pay for the project after taking into consideration all other funds devoted to the project.

48. Plaintiff is of the belief, and therefore alleges, that Defendant has failed in its said fiduciary duties to Plaintiff and other district landowners. Defendant has failed to segregate district landowners' funds from its own funds. Defendant has failed to require its water utilities entity to pay an additional \$1,819,915.00 of promised and dedicated funds before the special assessment district's monies were spent on the project, if any have been so spent. Defendant has commingled funds and projects rendering its account of the special assessment district meaningless and inaccurate.

49. Defendant's violations of its duties to Plaintiff and other district landowners is a breach of trust. Because of Defendant's breach of trust, Plaintiff, and other district landowners, under the guise of a special assessment, have had a general tax lien imposed against their real

property, in derogation of district landowners' rights, for the profit of Defendant. Pursuant to N.D.C.C. § 59-18-01, Defendant should be required to pay monies, or restore all funds, that Defendant has received from Special Assessment District 5314 into an account for the benefit of all district landowners that is segregated from all other funds of Defendant. Because of Defendant's breach of trust, this Court should void all special assessments levied by the Defendant Special Assessment District 5314. The Defendant should be ordered to account as to its true cash outlay for Special Assessment District 5314.

VI. Denial of Federal Civil Rights

50. Plaintiff incorporates by reference all prior pleadings of this Complaint.

51. Plaintiff and other district landowners are citizens or persons within the jurisdiction of United States of America, and are entitled to the protection of 42 U.S.C. § 1983.

52. The acts of Defendant were undertaken under the color of State law to deprive Plaintiff, and other district landowners, of their right and privilege to share in federal funds, secured by federal statutes, for regional and other urban roads.

53. Defendant's act of specially assessing Plaintiff's, and other landowners' property, when the assessment levied exceeds Defendant's cash outlay is palpably arbitrary, a plain abuse of power, confiscatory of landowners' property, and offends the Due Process of Law and Equal Protection Clauses of the Fourteenth Amendment to the Constitution of the United States of America. Defendant's act to impose special assessments, on federally funded construction projects, in excess of its cash outlay is truly irrational and done with deliberate indifference to the due process rights of Plaintiff and other district landowners. Specially assessing Plaintiff, and other district landowners, amounts in excess of Defendant's cash outlay amounts to invidious discrimination in

violation of the Equal Protection Clause of the Fourteenth Amendment to Constitution of the United States of America.

54. Defendant's act of imposing a special assessment lien on Plaintiff's property for the construction of the frontage roads, when all construction was paid with federal funds, and under a contract between Plaintiff and the State of North Dakota violates rights and privileges of Plaintiff, secured by the federal Constitution and federal statutes as follows:

- a. Such act amounts to invidious discrimination in violation of the Equal Protection Clause of the Fourteenth Amendment to the Constitution of the United States of America by subjecting Plaintiff to an unequal tax burden imposed on him without benefit of rules, regulations, municipal policies, and state statutes applied uniformly and fairly;
- b. Such act amounts to the confiscation or taking of Plaintiff's contractual property rights with the State of North Dakota in violation of the Just Compensation Clause of the Fifth Amendment and Fourteenth Amendment to Constitution of the United States of America;
- c. Such act amounts to an act of deliberate indifference that deprives Plaintiff of his property without due process of law, in violation of the Fourteenth Amendment to the Constitution of the United States of America; and
- d. Such act amounts to an act impairing the obligations of contract between Plaintiff and the State of North Dakota in violation of Article I, §10 of the Constitution of the United States of America.

54 Defendant's violation of Plaintiff's and other district landowners' rights and

privileges, secured by the federal Constitution and federal laws, is a proximate cause of damage and injury to them as previously identified in prior paragraphs of this Complaint. Unless the excessive special assessments are nullified, Plaintiff, and every other district landowner, will suffer damage or injury in an amount that is equal to the lien imposed upon their land by Defendant's excessive special assessment.

WHEREFORE, Plaintiff requests the following relief:

- (1) This action be certified as a class action of the proposed class, and Plaintiff be designated as the representative of the class;
- (2) For an Order nullifying all special assessments imposed by the Defendant in Special Assessment District 5314;
- (3) For an Order requiring the Defendant to pay monies, or restore all funds, that Defendant has received from assessments arising from Special Assessment District 5314;
- (4) For an Order requiring Defendant place all restored funds [or other funds of district landowners from warrants or bonds] in an account for the benefit of all district landowners that is segregated from all other accounts of Defendant;
- (5) For an Order requiring Defendant to account for its true cash outlay for Special Assessment District 5314;
- (6) For an Order requiring Defendant to ensure that all promised sales tax and water utility funds be used to pay for the project before special assessment funds are used;
- (7) For an Order determining that any payment by Plaintiff, or payment by other district landowners, towards a special assessment levied in Special Assessment District 5314

be deemed a payment of a tax made under protest.

- (8) For an Order of this Court assuming all jurisdiction, equitable and legal, over all issues in reference to the refund of any payment by Plaintiff, or payment(s) of all other district landowners, within Special Assessment District 5314, and Order that all time periods for available statutory relief [in reference to Special Assessment District 5314 or payments of taxes under protest] are stayed or suspended until the conclusion of this lawsuit.
- (9) For compensatory damages as set forth in this Complaint and determined by the trier of fact at trial;
- (10) For costs, disbursements, pre-judgment and post-judgment interest, and attorney fees as allowed by law, including pursuant to 42 U.S.C. § 1988; and
- (11) For such other relief as the Court deems just and necessary.

THE PLAINTIFF HEREBY DEMANDS TRIAL BY JURY OF NINE.

Dated this 9th day of November, 2009.

GARAAS LAW FIRM



Jonathan T. Garaas
Attorneys for Plaintiff
DeMores Office Park
1314 23rd Street South
Fargo, North Dakota 58103-3796
Telephone: (701)293-7211
North Dakota Bar ID #03080

IN THE DISTRICT COURT OF CASS COUNTY, NORTH DAKOTA

Fred M. Hector,
individually and on behalf of all
landowners specially assessed for
Special Assessment Project 5314,

Plaintiff,

Civil No. _____

vs.

EXHIBITS TO COMPLAINT

City of Fargo, a municipal corporation,

Defendant.

Exhibit A1 - Engineer's Report

Exhibit A2 - Memorandum of September 12, 2007

Exhibit B - NDDOT letter dated November 6, 2007

Exhibit B1 - NDDOT contract with City of Fargo

Exhibit B2 - NDDOT contract with City of Fargo

Exhibit B3 - NDDOT contract with City of Fargo

Exhibit C1 - NDDOT's Intermediate Progressive Estimate Number 10 for Phase 1

Exhibit C2 - NDDOT's Intermediate Progressive Estimate Number 24 for Phase 2 [frontage roads]

Exhibit C3 - NDDOT's Intermediate Progressive Estimate Number 24 for Phase 2 [Interchange
bridge]

Exhibit C4 - Defendant's Pay Estimate Sheet for December 8, 2008

IMPROVEMENT DISTRICT NO. 5314

Nature and Scope

This project includes construction of the following improvement:

1. Construction of 52nd Avenue South from University Drive to 45th Street South to include:
 - To convert a rural asphalt roadway to an urban 5-lane concrete pavement east of 31st Street South and an urban 6-lane concrete pavement west of 31st Street to 45th Street South.
 - Construction to include:
 - Storm sewer system
 - Urban street lighting
 - Bike trail/sidewalks
 - Signals at 45th Street, 38th Street, east and west Interstate ramps, 25th Street and Bishops Boulevard.
2. Construction of I-29 interchange to include all quadrant ramps and adjacent frontage roads (2008 construction).
3. Installation of Water Main distribution lines.
4. Installation of Water Main Transmission line (phase one for new Water Treatment plant)

Purpose

These projects are on the arterial street system and are necessitated by the traffic demands of large commercial and residential developments east and west of I-29 along 52nd Avenue South. This project is to convert the current rural roadway with ditches into an elevated urban roadway section. This section will correct several deficiencies, including insufficient capacity, inadequate access and deteriorated pavement. These improvements will provide access to allow development to occur in this area.

Feasibility

The costs and funding for the components of this project are estimated as follows:

See attached spreadsheet

We believe this project to be cost effective.



Mark H. Bittner

 Mark H. Bittner
 City Engineer

August, 2007

EXHIBIT A 1

Engineers Report:
Improvement District No. 5314
Page 2

DISTR	TYPE	LOCATION	ENGR ESTIMATE	ENGR & ADMIN	MISC.	CONSTRUCTION COST	STREET SALES TAX	WATER UTILITY	FUNDING		
									FEDERAL	SPECIAL ASSESS	MISC
5314.01	CONCRETE PAVING	52ND AV S/ UNIV DR TO 31ST S	\$9,100,000	12.00%	13.00%	\$11,375,000	\$1,328,288		\$4,900,000	\$3,936,154	\$1,210,000
5314.01	WATER MAIN	52ND AV S/ UNIV DR TO I-29	\$1,200,000	12.00%	13.00%	\$1,500,000				\$1,466,572	\$33,000
5314.02	INTERCHANGE RECONSTRUCT & RW	52ND AVE S AT I-29	\$22,700,000	1.00%	10.00%	\$25,197,000	\$266,500		\$17,920,000	\$1,373,253	\$5,637,000
5314.03	RW ACQUISITION	52ND AVE S/ 31ST TO 32ND ST	\$1,200,000	6.00%	4.00%	\$1,320,000	\$335,000			\$960,000	\$25,000
5314.04	SURCHARGE	52ND AVE S AT I-29	\$1,500,000	0.00%	0.00%	\$1,500,000			\$1,350,000		\$150,000
5314.05	WATER TRANSMISSION	52ND AVE S/I-29 to UNIV	\$2,782,000	12.00%	13.00%	\$3,477,500		\$3,477,500			
5314.06	TREE PLANTING	52ND AVE S/ UNIV TO 45TH ST	\$300,000	25.00%	0.00%	\$375,000	\$135,000				
5314.07	UTILITY RELOCATION	52ND AVE S/ UNIV TO I-29	\$975,000	10.00%	0.00%	\$1,072,500	\$1,072,500				
5314.08	DRAIN 53 BRIDGE (DESIGN)	52ND AVE S @ DRAIN 53	\$500,000	10.00%	0.00%	\$550,000					
5314.09	CONCRETE PAVING	52ND AVE S/ 38TH TO 45TH ST	\$4,300,000	12.00%	13.00%	\$5,375,000	\$1,356,574			\$4,018,426	
5314.09	WATER MAIN	52ND AVE S/ I-29 TO 45TH ST	\$1,037,666	12.00%	13.00%	\$1,297,083		\$210,540		\$1,086,542	
5314.10	WATER TRANSMISSION	52ND AVE S/I-29 to 45TH ST	\$1,430,000	12.00%	13.00%	\$1,787,500		\$1,787,500			
							\$4,493,862	\$5,475,540	\$24,410,000	\$12,840,948	\$7,056,200

March 2011

CITY OF FARGO
ENGINEERING DEPARTMENT

LOCATION & COMPRISING

BRIDGES, PC CONCRETE PAVEMENT, GRADING,
STORM SEWER, WATER MAIN DISTRIBUTION, SIGNALS,
STREET LIGHTING, BIKE TRAIL & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5314

LOCATION:

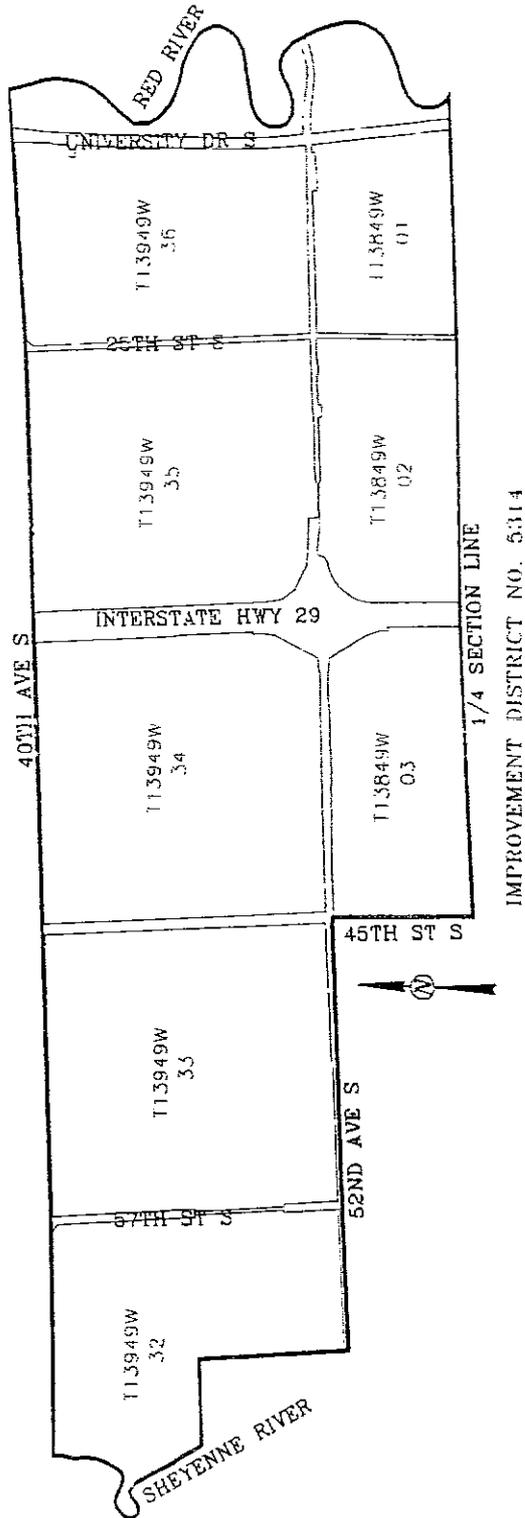
On 52nd Avenue from 45th Street South to South University Drive.
On 25th Street South from 900' south of 52nd Avenue South to 600' north of 52nd Avenue South.

COMPRISING:

All of the land lying in the North half of Section 1, Section 2 and Section 3, Township 133, Range 49 bounded on the West by 45th Street South and on the East by the Red River of the North.

All of the land lying in Section 32, Section 33, Section 34, Section 35 and Section 36, Township 139, Range, 49 bounded on the West by the Sheyenne River and bounded on the East by the Red River of the North.

All of the foregoing land lying in the City of Fargo, Cass County, North Dakota.



September 12, 2007

M E M O R A N D U M

To: Property Owners
 From: Kristy Schmidt, Civil Engineer II *KS*
 Subject: 52nd Avenue South Improvements
 Improvement District No. 5314

The City of Fargo has created Improvement District No. 5314. This project includes construction of the following improvements:

1. Construction of 52nd Avenue South from University Drive to 45th Street South to include:
 - To convert a rural asphalt roadway to an urban 5-lane concrete pavement west of 42nd Street South and an urban 6-lane concrete pavement east of 42nd Street to University Drive.
 - Construction to include:
 - Urban storm sewer system
 - Urban street lighting
 - Bike trail/sidewalks
 - 2 Bridges at Drain 53
 - Signals at 45th Street, 38th Street, east and west Interstate ramps, 25th Street and Bishops Boulevard.
2. Construction of I-29 interchange to include all quadrant ramps and adjacent frontage roads (2008 construction)
3. Installation of distribution and transmission water mains
4. Drain 53 improvements
5. Tree planting along the 52nd Avenue corridor, (2009 installation)

These projects are on the arterial street system and are necessitated by the traffic demands of large commercial and residential developments east and west of I-29 along 52nd Avenue South. This project is to convert the current rural roadway with ditches into an urban roadway section. This section will correct several deficiencies, including insufficient capacity, inadequate access and deteriorated pavement.

The project will be funded as follows:

Special Assessments	\$12,840,948
Federal Highway Funds	\$24,410,000
Sales Tax	\$ 4,493,862
Misc. Funding	\$ 7,606,235
Water Utility	<u>\$ 5,475,540</u>
Total Estimated Cost	\$54,826,585

Street Lighting
 Sidewalks

Design & Construction
 Traffic Engineering

Truck Regulatory
 Flood Plain Mgmt.

Mapping & GIS
 Utility Locations



Typical estimated special assessment costs are summarized below:

	Property Fronting 52 nd Avenue (typical lot depth (200'))	Property Not Fronting 52 nd Avenue (typical lot depth 150')		
	Commercial	Residential	Multiple	Commercial
Arterial Street Assessment	\$220/FF	\$15/FF	\$20/FF	\$25/FF
Water Main Distribution	\$0.045/SF	\$0.045/SF	\$0.045/SF	\$0.045/SF
Interchange Assessment	\$0.03/SF	0	\$0.015/SF	\$0.03/SF
Typical Lot Width	200'	80'	100'	200'
Total Assessment	\$47,000	\$1,740	\$2,900	\$7,250
Assessment Period (years)	25	25	25	25
Yearly Assessment (estimated interest 6.5%)	\$3853.12	\$142.64	\$237.74	\$594.36

For specific parcel information check our web site at fargoparcels.com

The assessment district is being published in the Forum on September 3 and 10, 2007 for your review. A November 16, 2007 bid letting is planned for the first phases of the project with construction expected to commence in April, 2008 for completion in December, 2008 for all phases.

Our records show that your property is in the assessment district and will be assessed for a portion of project costs. Protests must be in writing and received by October 4, 2007 to be valid. Protests should be directed to the City Auditor's Office, 200 North 3rd Street, Fargo ND 58102.

If you wish more information, please contact the following:

Engineering or design questions -	City Engineer's Office	241-1545
Assessment questions -	City Auditor's Office	241-1332

We view the project as both necessary and feasible. During construction of the project, detour routes will be signed to accommodate local and through traffic. Additional informational meetings will be held prior to actual construction.

We ask for your assistance in the successful completion of this important project.

KLS/bem
 C: Dan Eberhardt
 Mark Bittner



North Dakota Department of Transportation

Francis G. Ziegler, P.E.
Director

John Hoeven
Governor

November 6, 2007

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

COST PARTICIPATION AND MAINTENANCE AGREEMENT

Enclosed you will find a Cost Participation and Maintenance Agreement for the I-29 and 52nd Avenue South Projects, IM-8-029(046)060, SIM-8-029(108)060 and U-CMU-8-081(029)920.

Please have these agreements signed and return to my office by November 30, 2007 for final signature. Once I receive final signature in my office, I will send you a signed original for your files. If you have any questions concerning these agreements please give me a call at (701) 328-2559.

ARDIN STRIEFEL - LOCAL GOVERNMENT DIVISION

38:als

Enclosure:

EXHIBIT B

North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT

Federal Award Information—To be provided by NDDOT

CFDA No.: 20.205

CFDA Title: Highway Planning and Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Administration

NDDOT Program Mgr.: Kevin Gorder

Telephone: 701-239-8903

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.

Project No. IM-8-029(046)060

WHEREAS, the North Dakota Department of Transportation intends to proceed with the construction of the following-described street improvement:

Location: I-29/52nd Avenue South Interchange, Fargo
 Type of Improvement: Grading, Surfacing, Storm Drain, Signals,
 Lighting, Marking and Incidentals
 Point of Beginning: Sta. 1041+17.69
 Point of Ending: Sta. 1087+74.66

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the city of Fargo, North Dakota, hereinafter referred to as the City, that NDDOT will construct the project in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans approved by the City, identified as project IM-8-029(046)060, and incorporated into this agreement by reference.

1. The City

- a. Will pay the additional cost to shift the roadway to the north, and pay the additional cost of widening the structure from 6 lanes to 8 lanes at an estimated cost of \$2,290,000. (\$1,000,000 City funds and the \$1,290,000 balance using the City's Federal Urban Roads Funds.)
- b. Will pay the actual cost to pave the southeast frontage road from Sta. 0+00 to 12+00. The estimated cost for this work is \$182,000. The northwest and northeast frontage roads are being constructed under project number SIM-8-029(108)060. A separate agreement will be made for that project. The southwest frontage road shall be constructed and maintained by the city of Fargo.
- c. Will pay 100 percent of the cost plus 10 percent for preliminary and construction engineering of items not eligible for federal aid participation.

2. The City will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined in paragraph 1.

3. It is specifically agreed that if at any time the City fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to

the credit of the City, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$19,399,029, with the City's estimated share being \$2,472,000 (\$1,290,000 City's Urban Road Funds plus \$1,182,000 City funds).

4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the City or by others, shall be approved by NDDOT. All traffic control devices will be in conformance with the latest edition of the *Manual on Uniform Traffic Control Devices for Streets and Highways*.
5. All existing right of way within the project limits will be provided by the City with clear title and available for use in the project. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the NDDOT's "Utilities Accommodation Policy," dated July 1987. All obstructions to, interference with, or hazards to traffic flow will be removed by the City at the request of NDDOT. The City will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.
6. The City will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the City other than those shown on the plans, without prior approval of NDDOT.
7. The City will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
8. The City will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
9. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
10. Audits must be in accordance with the most current version of OMB Cir. A-133. The City shall submit copies of audits covering the terms of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
11. The City is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency 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.
12. The City will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted in this paragraph. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.
 - a. The City will, at its own expense, maintain or cause to be maintained, the 52nd Avenue roadway from the western radii of the west I-29 ramps to the west City limits and from the eastern radii of the east I-29 ramps to the east City limits, to include pavement, joint sealants, pavement markings, pedestrian crossings and markings, pedestrian walkways and canopy across the

bridge, guardrail, curb and gutter, street lighting, lighting and drainage of pedestrian box culverts, drainage, pavement maintenance, snow plowing and snow removal.

Page 53b. The City will be responsible for paying the electricity on the sign lights they maintain and the lighting for the pedestrian underpass.

c. The City will maintain all signs and sign lighting associated with 52nd Avenue South.

d. The City will do the snow plowing, snow removal and maintenance, including graffiti removal, for the multi-use path and pedestrian box culvert.

e. The City will, at its own expense, maintain or cause to be maintained, all portions of this project east of the east I-29 ramps and west of the west I-29 ramps.

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

APPROVED:

City of FARGO

Erik R Johnson
CITY ATTORNEY (TYPE OR PRINT)

Dennis R. Walz
NAME (TYPE OR PRINT)

[Signature]
SIGNATURE

[Signature]
SIGNATURE

Nov 29 2007
DATE

* Mayor
TITLE

Nov. 19, 2007
DATE

ATTEST:

Steven Sprague
CITY AUDITOR (TYPE OR PRINT)

[Signature]
SIGNATURE

11-29-07
DATE

Page 54

APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Dave Leftwich
DIVISION DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
12/10/07
DATE

Francis G. Ziegler
DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
12/10/07
DATE

*Mayor or President City Commission

- DOT 17058 (Div. 38)
- A.G. Approved 7-17-89; 1-05
- LD Approved 1-05
- PS 8-7-07
- DK 8-27-07
- DK 11-5-07

AUTHORIZATION

At a Regular meeting held on the 19th day of November, 2007, it was
Page 55 moved by Coates and seconded by Williams
that the attached certification and agreement be approved, and that the * Mayor
and City Auditor be authorized to execute in behalf of the City of Fargo
and that two executed copies be returned to the NDDOT Director.

Adopted on a vote of 4 aye, 0 nay, 1 absent.

ATTEST:

Steven Sprague
CITY AUDITOR (TYPE OR PRINT)
Steven Sprague
SIGNATURE
11-19-07
DATE

APPROVED:

City of FARGO
Dennis R. Walaker
NAME (TYPE OR PRINT)
Dennis R. Walaker
SIGNATURE
* Mayor
TITLE
Nov 19, 2007
DATE

CERTIFICATION

It is hereby certified that the City of Fargo will issue improvement warrants to finance
the amounts that the City is obligated to pay under terms of the attached agreement with the
North Dakota Department of Transportation and that authority to do so has been obtained in
accordance with the Section 40-22-06 of the North Dakota Century Code.

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

ATTEST:

Steven Sprague
CITY AUDITOR (TYPE OR PRINT)
Steven Sprague
SIGNATURE
11-19-07
DATE

APPROVED:

City of Fargo
Dennis R. Walaker
NAME (TYPE OR PRINT)
SIGNATURE
* Mayor
TITLE
November 19, 2007
DATE

*Mayor or President City Commission

Page 56 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 Subcontractor or its agent, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

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

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

CERTIFICATE OF FINANCIAL RESPONSIBILITY

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

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

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

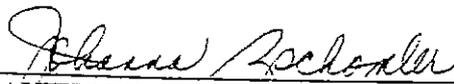
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

North Dakota Department of Transportation.

THIS CERTIFICATE IS ISSUED TO: To Whom it May Concern

ON THIS DATE OF: April 16, 1998

BY:



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

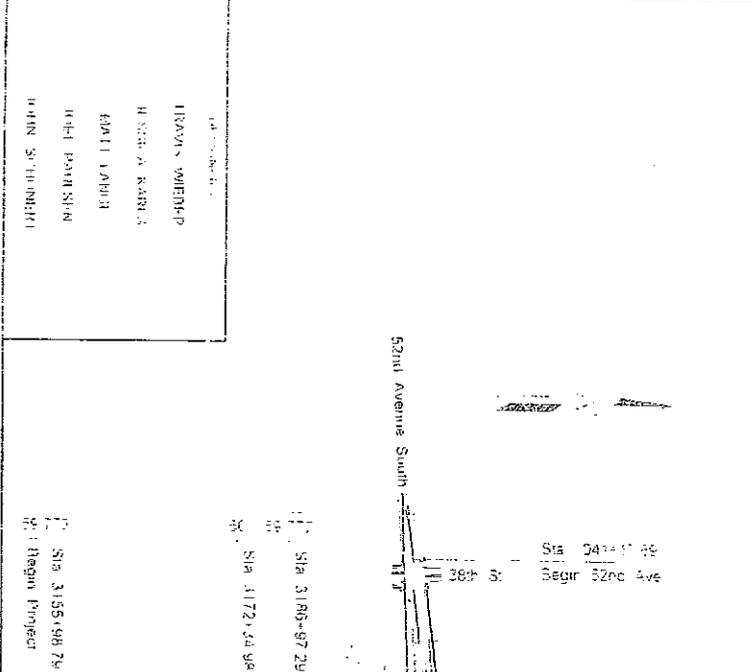
IMI-8-029(046)060 Cost Estimate and Funding Breakdown

Cost Estimate:
 Total of Engineer's Estimate = \$18,475,266
 5% Contingencies = \$923,763
 Total Cost = \$19,399,029

Funding Breakdown	Federal	State	City	Total
Project Cost less Widen Roadway and Paving SE Frontage Rd	\$15,234,326	\$1,692,703		\$16,927,029
Cost to Shift & Widen Roadway - Urban Roads & City Funds	\$1,290,000		\$1,000,000	\$2,290,000
Southeast Frontage Road Paving Cost			\$182,000	\$182,000
Total =	\$16,524,326	\$1,692,703	\$1,182,000	\$19,399,029

Date: September 12, 2007

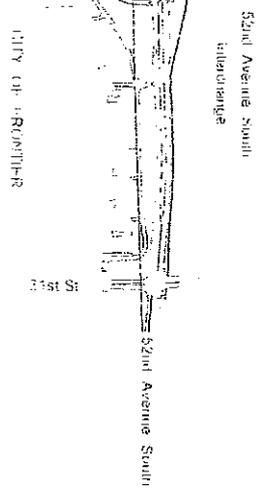
DESIGN DATA 52ND AVENUE SOUTH CROSSROAD			
Length:	Average Daily	Max. Ht.	
Current ADT:	Pass 4,450	Trucks 150	Index 6.60*
Forecast ADT:	Pass 49,115	Trucks 1,875	Index 36.980
Minimum Night Distance in	Design Speed 45 mph	Hedges	1,896
Approach Maneuver E 3.00	Presented Design Life 20 years		
Urban Zone Distance %			
DESIGN DATA E 29			
Length:	Average Daily	Max. Ht.	
Current ADT:	Pass 9,577	Trucks 1,300	Index 10.900
Forecast ADT:	Pass 14,490	Trucks 4,111	Index 16.999
Urban Zone Dist %	Passes 26.00%	Trucks	1.860
Minimum Night Dist for Stopdown 400	Hedges		
Urban Zone Distance			
Presented Design Life 20 Years			



DEPARTMENT OF TRANSPORTATION
NORTH DAKOTA
JOB#

FEDERAL AID PROJECT IM-8-0291(046)060
52ND AVENUE SOUTH INTERCHANGE

RD CASS COUNTY
 1139N EAGLE
 1139N EAGLE
 584.42
 7.00
 7.00



AFFECTED STATE	STATE PROJECT IDENTIFICATION	STATE PROJECT NO.
ND	IM-8-0291(046)060	12769

STATE	PROJECT NO.	JOB NO.	SECTION	SHEET NO.
ND	IM-8-0291(046)060	12769	0011	1

GOVERNING SPECIFICATIONS
 Standard Specifications adopted by the North Dakota Department of Transportation, 2002 Standard Drawings, currently in effect and other Standard Drawings applicable thereto.

PROJECT NUMBER SUBSTITUTION 211 20125 CROSS SHEET NO. 12769

DATE 11/17/00

DESIGNED BY [Name]

CHECKED BY [Name]

APPROVED BY [Name]

DESIGNER'S CERTIFICATE
 I hereby certify that the standard plans were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the laws of the State of ND.

DATE 11/17/00

PROJECT TOWNSHIP OR COUNTY TOWN

North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT

Federal Award Information—To be provided by NDDOT

CFDA No.: 20.205

CFDA Title: Highway Planning and Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Administration

NDDOT Program Mgr.: Kevin Gorder

Telephone: 701-239-8900

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.

Project No. SIM-8-029(108)060

WHEREAS, the North Dakota Department of Transportation intends to proceed with the construction of the following-described street improvement:

Location: 31st and 38th Street South – North of 52nd Avenue South
 Type of Improvement: Grading, Surfacing, Storm Drain, Watermain,
 Sanitary Sewer, Lighting, Marking, and Incidentals
 Point of Beginning: 31st Street – Sta. 1+83.97 and 38th Street – Sta. 2+06.30
 Point of Ending: 31st Street – Sta. 37+00.00 and 38th Street – Sta. 41+81.14

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the city of Fargo, North Dakota, hereinafter referred to as the City, that NDDOT will construct the project in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans approved by the City, identified as project SIM-8-029(108)060, and incorporated into this agreement by reference.

1. The City
 - a. Will pay all construction, right of way, and easement costs for this project over \$990,000 for all items which are determined eligible for federal aid participation. This total cost will include the actual construction cost plus 10 percent for the preliminary and construction engineering; and
 - b. Will pay 100 percent of the construction costs plus 10 percent for the preliminary and construction engineering of all items not eligible for federal aid participation.
2. The City will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined in paragraph 1.
3. It is specifically agreed that if at any time the City fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$6,715,933, with the City's estimated share being \$5,725,933.
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the City or by others, shall be

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5. All existing right of way within the project limits will be provided by the City with clear title and available for use in the project. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the NDDOT's "Utilities Accommodation Policy," dated July 1987. All obstructions to, interference with, or hazards to traffic flow will be removed by the City at the request of NDDOT. The City will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.
6. The City will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the City other than those shown on the plans, without prior approval of NDDOT.
7. The City will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
8. The City will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
9. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
10. Audits must be in accordance with the most current version of OMB Cir. A-133. The City shall submit copies of audits covering the terms of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
11. The City is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency 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.

12. The City will, at its own expense, maintain or cause to be maintained, all portions of the project unless otherwise noted in this paragraph. The maintenance will be in a manner satisfactory to Page 62 NDDOT and FHWA. Exact limits of the project are shown on the attached map.

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

APPROVED:

City of Fargo

Erik R. Johnson
CITY ATTORNEY (TYPE OR PRINT)

Dennis R. Walaker
NAME (TYPE OR PRINT)

[Signature]
SIGNATURE

[Signature]
SIGNATURE

Nov 29, 2007
DATE

* Mayor
TITLE

Nov. 19, 2007
DATE

ATTEST:

Steven Sprague
CITY AUDITOR (TYPE OR PRINT)

[Signature]
SIGNATURE

11-29-07
DATE

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APPROVED as to substance by:

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Dave Lettwich
DIVISION DIRECTOR (TYPE OR PRINT)

Francis G Ziegler
DIRECTOR (TYPE OR PRINT)

[Signature]
SIGNATURE

[Signature]
SIGNATURE

12/10/07
DATE

12/10/07
DATE

*Mayor or President City Commission

DOT 17058 (Div. 38)
A.G. Approved 7-17-89; 1-05
LD Approved 1-05
DK 11-6-07

AUTHORIZATION

At a Regular meeting held on the 19th day of November, 2007, it was moved by Coates and seconded by Williams that the attached certification and agreement be approved, and that the * Mayor and City Auditor be authorized to execute in behalf of the City of Fargo and that two executed copies be returned to the NDDOT Director.

Adopted on a vote of 4 aye, 0 nay, 1 absent.

ATTEST:

Steven Sprague
CITY AUDITOR (TYPE OR PRINT)
Steven Sprague
SIGNATURE
11-19-07
DATE

APPROVED:

City of Fargo
Dennis R. Walaker
NAME (TYPE OR PRINT)
Dennis R. Walaker
SIGNATURE
* Mayor
TITLE
Nov. 19th, 2007
DATE

CERTIFICATION

It is hereby certified that the City of Fargo will issue improvement warrants to finance the amounts that the City is obligated to pay under terms of the attached agreement with the North Dakota Department of Transportation and that authority to do so has been obtained in accordance with the Section 40-22-06 of the North Dakota Century Code.

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

ATTEST:

Steven Sprague
CITY AUDITOR (TYPE OR PRINT)
Steven Sprague
SIGNATURE
11-19-07
DATE

APPROVED:

City of FARGO
Dennis R. Walaker
NAME (TYPE OR PRINT)
Dennis R. Walaker
SIGNATURE
* Mayor
TITLE
November 19, 2007
DATE

*Mayor or President City Commission

Page 65 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 Subcontractor or its agent, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

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

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

CERTIFICATE OF FINANCIAL RESPONSIBILITY

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

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

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

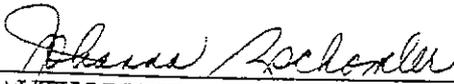
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

North Dakota Department of Transportation.

THIS CERTIFICATE IS ISSUED TO: To Whom it May Concern

ON THIS DATE OF: April 16, 1998

BY:



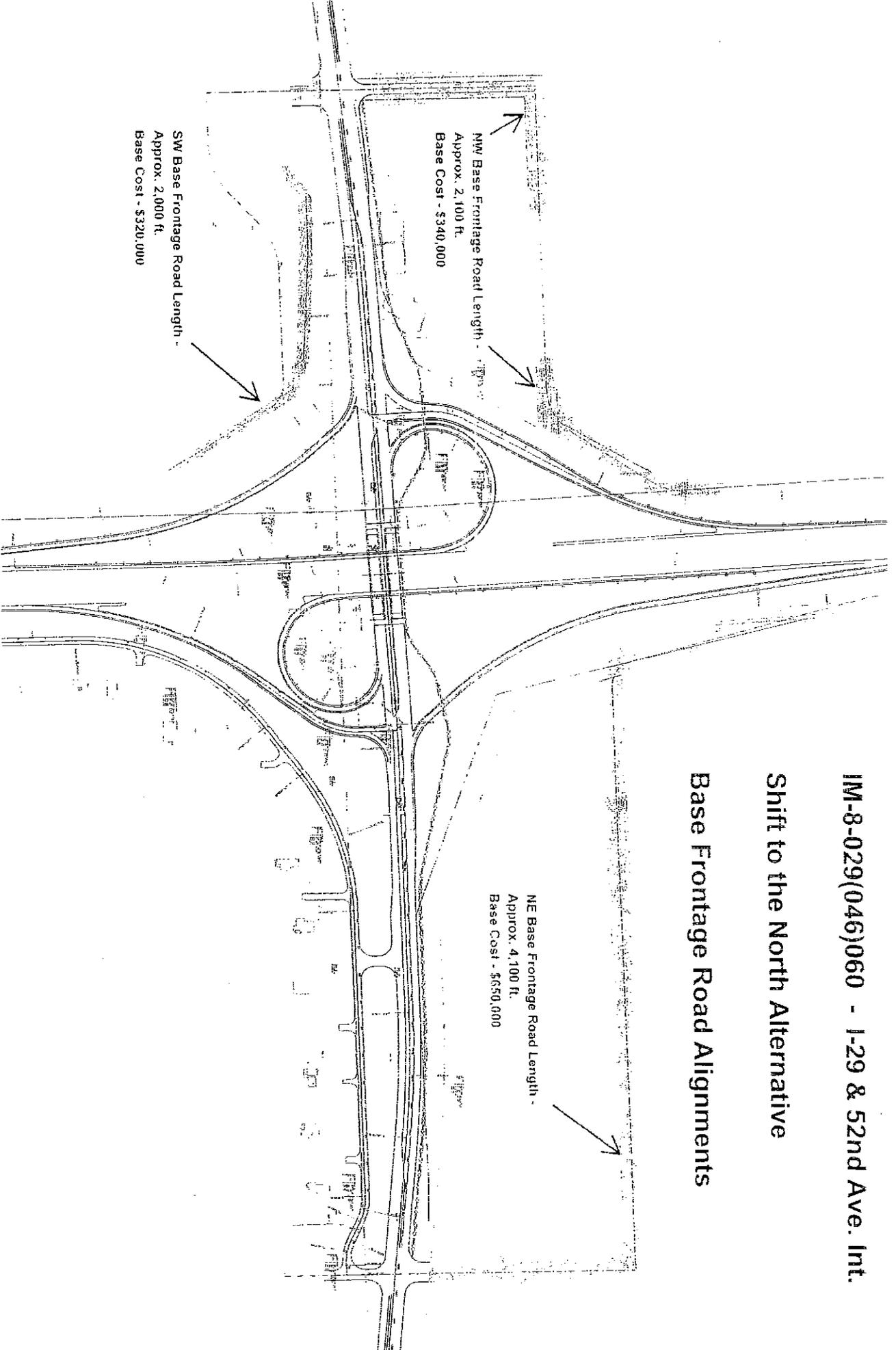
AUTHORIZED REPRESENTATIVE OF THE
STATE OF NORTH DAKOTA OFFICE OF
MANAGEMENT AND BUDGET

SIM-8-029(108)060 Cost Estimate and Funding Breakdown

Cost Estimate:
 SIM-8-029(108)060:
 Participating \$2,277,626
 Non-Participating \$3,827,768
 Total of Engineer's Estimate = \$6,105,394
 10% Contingencies = \$610,539
 Total Cost = \$6,715,933

Funding Breakdown	Federal	State	City	Total
Base Cost for Reconnection of Frontage Roads	\$891,000	\$99,000		\$990,000
City Cost over Base Reconnection Cost			\$1,525,933	\$1,525,933
Non-Participating Items			\$4,200,000	\$4,200,000
Total =	\$891,000	\$99,000	\$5,725,933	\$6,715,933

Date: November 5, 2007



IM-8-029(046)060 - I-29 & 52nd Ave. Int.

Shift to the North Alternative

Base Frontage Road Alignments

NW Base Frontage Road Length -
Approx. 2,100 ft.
Base Cost - \$340,000

SW Base Frontage Road Length -
Approx. 2,000 ft.
Base Cost - \$320,000

NE Base Frontage Road Length -
Approx. 4,100 ft.
Base Cost - \$650,000

North Dakota Department of Transportation
COST PARTICIPATION AND MAINTENANCE AGREEMENT

Federal Award Information—To be provided by NDDOT

CFDA No.: 20.205

CFDA Title: Highway Planning and Construction

Award Name: Federal Aid Highway Program

Awarding Fed. Agency: Federal Highway Administration

NDDOT Program Mgr.: Kevin Gorder

Telephone: 701-239-8903

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.

Project No. U-CMU-8-081(029)920

WHEREAS, the North Dakota Department of Transportation intends to proceed with the construction of the following-described street improvement:

Location: 52nd Avenue South, Fargo
 Type of Improvement: Grading, Surfacing, Storm Drain, Signals,
 Lighting, Marking, and Incidentals
 Point of Beginning: Sta. 1087+75
 Point of Ending: Sta. 1146+00

NOW, THEREFORE, in consideration of the mutual benefits to be derived therefrom, it is agreed between the state of North Dakota, acting by and through its Director of Transportation, hereinafter referred to as NDDOT, whose address is 608 East Boulevard Avenue, Bismarck, North Dakota 58505-0700, and the city of Fargo, North Dakota, hereinafter referred to as the City, that NDDOT will construct the project in accordance with the current edition of NDDOT's *Standard Specifications for Road and Bridge Construction* and with the plans approved by the City, identified as project U-CMU-8-081(029)920, and incorporated into this agreement by reference.

1. The City
 - a. Will pay the total cost for right of way and easements required for the project and the total cost of all items eligible for federal aid participation with up to \$4,900,000 of the City's Urban Roads Program funds, \$1,984,000 of the City's Regional funds, and \$1,462,000 Section 115 Federal funds. The City will pay for the preliminary and construction engineering; and
 - b. Will pay 100 percent of the cost of items not eligible for federal aid participation.
2. The City will pay to NDDOT as the work progresses or when completed its share of the total cost of the project as defined in paragraph 1.
3. It is specifically agreed that if at any time the City fails to pay the amount billed to NDDOT within 60 days after billings, this document shall constitute an assignment of funds derived from the State Highway Tax Distribution Fund now or hereafter coming into the hands of the State Treasurer to the credit of the City, and the State Treasurer is hereby directed to deliver and pay over to NDDOT all funds credited to the City until the total thereof equals the sum billed pursuant to this agreement. The preliminary cost estimate of the project is \$11,929,899, with the City's estimated share being \$11,929,899 (\$8,346,000 City Urban, Regional, and Section 115 Federal Funds plus \$3,583,900 City funds.)
4. All signs, signals, markings, and other protective structures erected on or in connection with the project, including those installed at the sole cost and expense of the City or by others, shall be

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- All existing right of way within the project limits will be provided by the City with clear title and available for use in the project. All right of way for the project will be maintained free of all encroachments except utilities and others in accordance with the NDDOT's "Utilities Accommodation Policy," dated July 1987. All obstructions to, interference with, or hazards to traffic flow will be removed by the City at the request of NDDOT. The City will be responsible for any consideration, avoidance, and minimization of impacts upon real property related to this project, such as changes in the grades of the streets, inconveniences to property or business, and any loss of light, air, view, access, egress, drainage, support, or nuisance.
6. The City will control the length and location of curb openings for future entrances and will not permit the length of curb openings for entrances to exceed the length shown on the plans or as shown on a sketch of typical entrances for similar entrances; and will prohibit the construction or use of any entrances along the project within the City other than those shown on the plans, without prior approval of NDDOT.
 7. The City will not change any speed limit signs as shown on the plans without prior approval of NDDOT.
 8. The City will prohibit double and diagonal parking and will control all parallel parking where allowed within the limits of the project in a manner satisfactory to NDDOT and to the Federal Highway Administration (FHWA), or both.
 9. The Risk Management Appendix, attached, is hereby incorporated and made a part of this agreement.
 10. Audits must be in accordance with the most current version of OMB Cir. A-133. The City shall submit copies of audits covering the terms of this agreement to NDDOT. This requirement is applicable to counties, cities, state agencies, Indian tribes, colleges, hospitals, and non-profit businesses.
 11. The City is advised that its signature on this contract or agreement certifies that any person associated therewith is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency 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.

Page 71 12: The City will, at its own expense, maintain or cause to be maintained, 52nd Avenue South from I-29 to University Drive, including the multi-use path and the bridge structure at Drain 53. The maintenance will be in a manner satisfactory to NDDOT and FHWA. Exact limits of the project are shown on the attached map.

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

APPROVED:

Erik R Johnson
CITY ATTORNEY (TYPE OR PRINT)
[Signature]
SIGNATURE
Nov 29, 2007
DATE

City of FARGO
Dennis R. Walker
NAME (TYPE OR PRINT)
[Signature]
SIGNATURE
* Mayor
TITLE
Nov. 19, 2007
DATE

ATTEST:

Steven Sprague
CITY AUDITOR (TYPE OR PRINT)
[Signature]
SIGNATURE
11-19-07
DATE

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

APPROVED as to substance by:

Dave Leftwich
DIVISION DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
12/10/07
DATE

NORTH DAKOTA
DEPARTMENT OF TRANSPORTATION

Francis G. Ziegler
DIRECTOR (TYPE OR PRINT)
[Signature]
SIGNATURE
12/10/07
DATE

*Mayor or President City Commission

- DOT 17058 (Div. 38)
- A.G. Approved 7-17-89; 1-05
- LD Approved 1-05
- PS 8-7-07
- DK 8-27-07
- DK 11-19-07

AUTHORIZATION

Page 72 At a Regular meeting held on the 19th day of November, 20 07, it was moved by Coates and seconded by Williams that the attached certification and agreement be approved, and that the *Mayor and City Auditor be authorized to execute in behalf of the City of Fargo and that two executed copies be returned to the NDDOT Director.

Adopted on a vote of 4 aye, 0 nay, 1 absent.

ATTEST:

APPROVED:

Signature: Steven Sprague
CITY AUDITOR (TYPE OR PRINT)
Signature: Steven Sprague
DATE: 11-19-07

City of Fargo
Name: Dennis R. Walaker
Signature: Dennis R. Walaker
Title: Mayor
Date: Nov. 19, 2007

CERTIFICATION

It is hereby certified that the City of Fargo will issue improvement warrants to finance the amounts that the City is obligated to pay under terms of the attached agreement with the North Dakota Department of Transportation and that authority to do so has been obtained in accordance with the Section 40-22-06 of the North Dakota Century Code.

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

ATTEST:

APPROVED:

Signature: Steven Sprague
CITY AUDITOR (TYPE OR PRINT)
Signature: Steven Sprague
DATE: 11-19-07

City of Fargo
Name: Dennis R. Walaker
Signature: Dennis R. Walaker
Title: Mayor
Date: November 19, 2007

*Mayor or President City Commission

Page 78 **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 Subcontractor or its agent, but not against claims based on the Government's contributory negligence, comparative and/or contributory negligence or fault, sole negligence, or intentional misconduct. The legal defense provided by the Subcontractor to the Governments under this provision must be free of any conflicts of interest, even if retention of separate legal counsel for the Governments is necessary. Subcontractor also agrees to defend, indemnify, and hold the Governments harmless for all costs, expenses and attorneys' fees incurred if the Governments prevail in an action against Subcontractor in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

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

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

CERTIFICATE OF FINANCIAL RESPONSIBILITY

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

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

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

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:

North Dakota Department of Transportation.

THIS CERTIFICATE IS ISSUED TO:

To Whom it May Concern

ON THIS DATE OF:

April 16, 1998

BY:


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

U-CMU-8-081(029)920 Cost Estimate and Funding Breakdown

Cost Estimate:

Total of Engineer's Estimate = \$10,845,363
 10% Contingencies = \$1,084,536
 Total Cost = \$11,929,899

Participating Breakdown:

Participating Engineers Estimate = \$10,329,899
 Non-Participating Engineers Estimate = \$1,600,000

Funding Breakdown	Federal	City	Total
Urban Roads Program	\$4,900,000	\$1,154,615	\$6,054,615
Regional	\$1,984,000	\$467,501	\$2,451,501
Sec 115 Federal Funds	\$1,462,000		\$1,462,000
Non-Participating Cost		\$1,600,000	\$1,600,000
City Cost over Federal Cap		\$361,783	\$361,783
Total =	\$8,346,000	\$3,583,900	\$11,929,899

Date: November 16, 2007

* Note: The cap on the Regional Federal funds have been increased from \$1,639,000 to \$1,984,000 to reimburse the City \$345,000 for the service road work in the Southwest corner of I-29 and 52nd Avenue South Interchange. KLJ estimated the State's share of the service road in the Southwest quadrant to be \$345,000. Since the City of Fargo will be constructing the service road before the interchange project to accommodate development in the area, the State and City agree to increase the Federal Regional funds for 52nd Avenue South by \$345,000 to compensate the city of Fargo for their expenditures on the service road in the Southwest quadrant.

PROJECT NUMBER	PCN	SECTION NO.	SHEET NO.
J-CMU-8-081(029)920	15186	001	1

CIT

GOVERNING SPECIFICATIONS:

Standard Specifications adopted by the North Dakota Department of Transportation October 2002
 Standard Drawings currently in effect, and
 other Special Provisions contained herein.

DEI

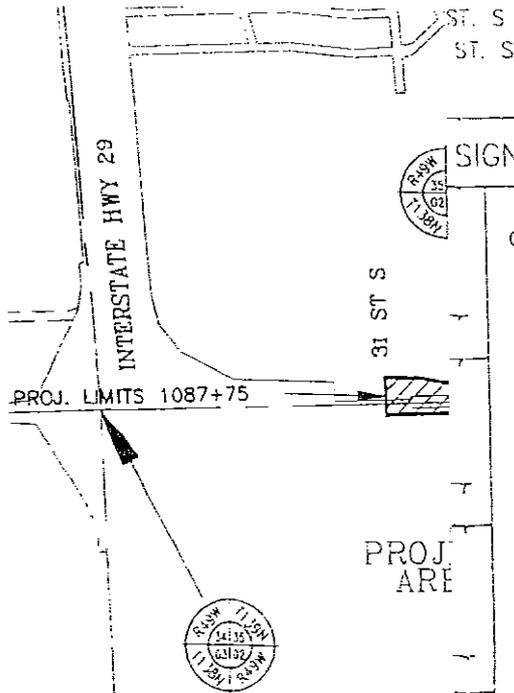


ISS Miles-Net
 1.11

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	BASE VOLUME	2030 ADT
AVE S	3850	16,000
WATI-29	6000	30,000

	DESIGN SPEED	CLEAR ZONE
ST. S	35 MPH	14'
ST. S	45 MPH	20'



SIGNATURES

Certification

Signature _____ Date _____

I hereby certify that the attached plan, specification, or report was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of North Dakota.

PROJ
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North Dakota Department of Transportation
 Intermediate Progressive Estimate Number 10

Project: U-CMU-8-081(029)920 PCN: 15186
 Type: PCC PAVEMENT, GRADING, STORM DRAINS, WATERMANS, SIGNALS, LIGHTING, STRUCTURAL,
 Covering Period From 03/03/2009 to 09/04/2009
 Length: 1.11
 Contractor **MASTER CONSTRUCTION CO INC** Contract Cost \$9,793,449.17
 PO BOX 788 FARGO ND 581070788 Change Orders Estimated: \$87,657.59
 County: Cass
 Vendor Number: 7802
 Funding Doc No: P808102A 245
 P808102B 245
 P808102A 245
 P808102A 245

Funding Sources	CITY FUNDS	CMU FEDERAL FUNDS	SEC 115 FEDERAL FUND	Totals
Total Work Done to Date	0.00	1,777,917.80	6,943,614.93	9,848,125.56
Retainage @ 2.00 % To Date	0.00	35,360.94	138,101.28	195,868.98
Previous Retainage	0.00	35,471.30	137,920.99	195,868.98
Retainage this Period	0.00	-110.36	180.29	0.00
Liquidated Damages				
0.0 Days to Date	0.00	0.00	0.00	0.00
0.0 Days to Previous	0.00	0.00	0.00	0.00
0.0 Days this Period	0.00	0.00	0.00	0.00
Total Due to Date	0.00	1,742,556.86	6,805,513.65	9,652,256.58
Previous Payments	0.00	1,742,446.50	6,775,054.21	9,621,616.85
Payment Due this Estimate	0.00	110.36	30,459.44	30,639.73

NP Funding Sources	CITY FUNDS	CMU FEDERAL FUNDS	SEC 115 FEDERAL FUND
Total Work Done to Date	1,036,949.49	0.00	89,643.34
Retainage @ 2.00 % To Date	20,623.85	0.00	1,782.91
Previous Retainage	20,688.21	0.00	1,798.48
Retainage this Period	-64.36	0.00	-5.57
Liquidated Damages			
0.0 Days to Date	0.00	0.00	0.00
0.0 Days to Previous	0.00	0.00	0.00
0.0 Days this Period	0.00	0.00	0.00
Total Due to Date	1,016,325.64	0.00	87,860.43
Previous Payments	1,016,261.28	0.00	87,854.86
Payment Due this Estimate	64.36	0.00	5.57

Engineer: Jeremy J Engquist, CITY OF FARGO
 Construction Engineer:

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**North Dakota Department of Transportation
Progressive Estimate Details**

Project: U-CMU-8-081(029)920 PCN: 15186 Date Submitted For Payment: 09/04/2009 Letting Date: 01/18/2008

SubProject: 1 52ND AVENUE SOUTH

Spec. Code	C.O.	Description	Original Quantity	Unit	Price	BID Amount	QUANTITIES		
							Current	Total to Date	Total Amount To Date

Bid Items and Change Orders

103	100	CONTRACT BOND	1,000	L SUM	60,000.000	60,000.00	0.580	34,800.00	58.00%
201	331	CLEARING & GRUBBING-SITE 1	1,000	L SUM	4,000.000	4,000.00	1.000	4,000.00	100.00%
201	350	REMOVAL OF TREES	3,800	ACRE	5,000.000	19,000.00	2.520	12,600.00	66.32%
202	112	REMOVAL OF CONCRETE	2,200.000	SY	4,000	8,800.00	1,889.100	6,756.40	76.78%
202	114	REMOVAL OF CONCRETE PAVEMENT	6,600.000	SY	4,000	26,400.00	5,622.200	22,488.80	85.18%
202	122	REMOVAL & SALVAGE BITUMINOUS SURFAC	22,400.000	SY	2,900	64,960.00	22,825.400	66,193.66	101.90%
202	132	REMOVAL OF BITUMINOUS SURFACING	2,300.000	SY	4,000	9,200.00	1,697.000	6,788.00	73.78%
202	137	REMOVAL OF PAVEMENT	900.000	SY	5,000	4,500.00	721.700	3,608.50	80.19%
202	170	REMOVAL OF CULVERTS-ALL TYPES & SIZE	500.000	LF	17,000	8,500.00	600.000	10,200.00	120.00%
202	174	REMOVAL OF PIPE ALL TYPES AND SIZES	351.000	LF	22,000	7,722.00	513.300	11,292.60	146.24%
202	230	REMOVAL OF INLETS	13,000	EA	500,000	6,500.00	18,000	9,000.00	138.46%
202	292	REMOVAL OF EXISTING RETAINING WALL	1,000	L SUM	2,500.000	2,500.00	1,000	2,500.00	100.00%
202	312	REMOVE EXISTING FENCE	4,500.000	LF	5,500	24,750.00	4,500.000	24,750.00	100.00%
203	101	COMMON EXCAVATION-TYPE A	43,927.000	CY	4,410	193,718.07	48,114.000	212,182.74	109.53%
203	124	REMOVE & SALVAGE TOPSOIL	6,700	ACRE	4,477,000	29,995.90	6,700	29,995.90	100.00%
203	138	COMMON EXCAVATION-SUBCUT	20,783.000	CY	2,700	56,114.10	20,783.000	56,114.10	100.00%
210	190	CLASS AA BACKFILL 6FT-9FT	13,132.000	LF	22,000	288,904.00	14,407.400	316,962.80	109.71%
230	310	SUBGRADE PREPARATION-TYPE B	73,300	STA	550,000	40,315.00	73,300	40,315.00	100.00%
302	119	AGGREGATE BASE COUSE	63,920.000	SY	6,450	412,284.00	61,716.000	398,068.20	96.55%
302	316	TRAFFIC SERVICE GRAVEL	3,000.000	CY	5,000	15,000.00	900.710	4,503.55	30.02%
408	165	HOT BITUMINOUS PAVEMENT CL 29	2,500.000	TON	50,000	125,000.00	2,503.970	125,198.50	100.16%
550	116	10IN REINF CONCRETE PAVEMENT CL AE	54,721.000	SY	42,400	2,320,170.40	54,706.500	2,319,555.60	99.97%
702	100	MOBILIZATION	1,000	L SUM	200,000.000	200,000.00	1,000	200,000.00	100.00%
704	1000	TRAFFIC CONTROL SIGNS	50,000	UNIT	3,000	150.00	13,000	1,300.00	130.00%
704	1052	TYPE III BARRICADE	10,000	EA	100,000	1,000.00	143,000	4,290.00	286.00%
704	1080	DELINEATOR DRUMS	50,000	EA	30,000	1,500.00	78,000	1,092.00	156.00%
704	1065	TRAFFIC CONES	50,000	EA	700.00	700.00	198,000	2,376.00	396.00%
704	1067	TUBULAR MARKERS	50,000	EA	600.00	600.00	1,000	75,000.00	100.00%
706	200	TRAFFIC CONTROL	1,000	L SUM	75,000.000	75,000.00	1,000	7,000.00	100.00%
708	1325	FIELD LABORATORY-TYPE B	1,000	EA	7,000.000	7,000.00	1,942,000	5,340.50	77.28%
708	1430	SILT FENCE SUPPORTED	2,513,000	LF	2,750	6,910.75	1,942,000	2,325.00	43.53%
708	1500	FIBER ROLLS 12IN	1,723,000	LF	3,100	5,341.30	750,000	2,325.00	43.53%
708	2950	INLET PROTECTION-SANDBAGS	117,000	EA	110,000	12,870.00	119,000	13,090.00	101.71%
708	4000	SEEDING-HYDRO MULCH	8,800	ACRE	1,900,000	16,720.00	14,060	26,714.00	159.77%
709	401	SODDING	1,200,000	SY	4,100	4,920.00	1,562,000	6,404.20	130.17%
714	115	GEOTEXTILE FABRIC-TYPE S1	62,350,000	SY	1,250	77,937.50	60,149,700	75,187.13	96.47%
714	150	PIPE CONC REINF 12IN CL III-STORM DRAIN	283,000	LF	18,650	5,277.95	243,500	4,541.28	86.04%
714	150	PIPE CONC REINF 15IN CL III-STORM DRAIN	593,000	LF	20,250	12,008.25	664,200	13,450.05	112.01%
714	150	PIPE CONC REINF 18IN CL III	1,792,000	LF	21,750	38,976.00	1,598,100	34,758.68	89.18%
714	150	PIPE CONC REINF 21IN CL III-STORM DRAIN	1,296,000	LF	24,250	31,428.00	1,296,500	31,440.13	100.04%

North Dakota Department of Transportation
Progressive Estimate Details

Project: U-CMU-8-081(029)920
SubProject: 1 52ND AVENUE SOUTH

PCN: 15186

Date Submitted For Payment:

09/04/2009

Letting Date: 01/18/2008

Spec. Code	C.O.	No. Description	Original Quantity	Unit	Price	Bid Amount	QUANTITIES		Total Amount To Date	Projected Quantity
							Current	Total to Date		
714	620	PIPE CONC REINF 24IN CL III-STORM DRAIN	528.000	LF	25.750	13,596.00		14,448.33	106.27%	
714	705	PIPE CONC REINF 27IN CL III	34.000	LF	30.000	1,020.00				
714	825	PIPE CONC REINF 30IN CL III-STORM DRAIN	383.000	LF	38.500	14,745.50		14,745.50	100.00%	
714	870	PIPE CONC REINF 36IN CL III-STORM DRAIN	1,572.000	LF	45.250	71,133.00		71,133.00	100.00%	
714	910	PIPE CONC REINF 42IN CL III-STORM DRAIN	501.000	LF	51.800	25,951.80		25,951.80	99.88%	
714	1010	PIPE CONC REINF 48IN CL III-STORM DRAIN	127.000	LF	71.500	9,080.50		9,080.50	100.16%	
714	1110	PIPE CONC REINF 48IN CL III-STORM DRAIN	493.000	LF	87.500	43,137.50		43,137.50	99.96%	
714	1212	PIPE CONC REINF 54IN CL III-STORM DRAIN	291.000	LF	108.500	31,573.50		31,562.65	99.97%	
714	1312	PIPE CONC REINF 60IN CL III-STORM DRAIN	1,246.000	LF	135.000	168,210.00		166,459.05	98.96%	
714	3055	END SECT-CONC REINF 60IN	2.000	EA	4,000.000	8,000.00		8,000.00	100.00%	
714	7025	PIPE PVC 8IN	336.000	LF	11.250	3,780.00		3,767.63	99.67%	
714	9720	UNDERDRAIN PIPE PVC PERFORATED 4IN	12,177.000	LF	3.300	40,184.10		41,500.80	103.28%	
714	9720	2N UNDERDRAIN PIPE PVC PERFORATED 4IN	948.000	LF	6.380	7,944.24		7,944.24	100.00%	
722	100	MANHOLE 48IN	6.000	EA	1,800.000	10,800.00		10,800.00	100.00%	
722	110	MANHOLE 60IN	10.000	EA	2,360.000	23,600.00		23,600.00	100.00%	
722	120	MANHOLE 72IN	1.000	EA	3,380.000	3,380.00		3,380.00	100.00%	
722	130	MANHOLE 84IN	1.000	EA	4,300.000	4,300.00		4,300.00	100.00%	
722	140	MANHOLE 96IN	2.000	EA	5,480.000	10,960.00		10,960.00	100.00%	
722	202	MANHOLE 120IN	3.000	EA	8,600.000	25,800.00		34,400.00	133.33%	
722	317	MANHOLE CASTING TYPE 1	11.000	EA	975.000	10,725.00		8,400.00	233.33%	
722	2490	MANHOLE STORM CONNECTION	3.000	EA	1,200.000	3,600.00		11,830.00	100.00%	
722	3300	MANHOLE REPAIR	6.000	EA	475.000	2,850.00		3,150.00	150.00%	
722	3410	MANHOLE REPAIR	19.000	EA	1,060.000	20,140.00		60,800.00	96.97%	
722	3510	INLET-TYPE 1	13.000	EA	910.000	11,830.00		5,000.00	100.00%	
722	3520	INLET-TYPE 2	2.000	EA	1,050.000	2,100.00		1,500.00	100.00%	
722	3530	INLET SHALLOW-TYPE 1	33.000	EA	1,900.000	62,700.00		10,915.00	100.00%	
722	6140	ADJUST GATE VALVE BOX	5.000	EA	150.000	5,000.00		17,134.00	202.15%	
722	6160	ADJUST INLET	59.000	EA	185.000	10,915.00		7,770.00	100.00%	
722	6200	FITTINGS-DUCTILE IRON	42.000	EA	185.000	7,770.00		7,770.00	100.00%	
724	210	REMOVE GATE VALVE & BOX	7.000	EA	850.000	5,950.00		11,050.00	185.71%	
724	270	GATE VALVE & BOX 6IN	6.000	EA	825.000	6,600.00		7,425.00	112.50%	
724	300	GATE VALVE & BOX 8IN	3.000	EA	1,175.000	3,525.00		4,700.00	133.33%	
724	310	GATE VALVE & BOX 8IN	2.000	EA	33,600.000	67,200.00		24,750.00	112.50%	
724	410	HYDRANT-INSTALL SIN	8.000	EA	2,750.000	22,000.00		2,200.00	100.00%	
724	426	HYDRANT EXTENSION	2.500	LF	200.000	500.00		2,200.00	440.00%	
724	430	REMOVE HYDRANT	5.000	EA	1,000.000	5,000.00		7,000.00	140.00%	
724	810	WATERMAIN 6IN PVC	80.000	LF	13.500	1,080.00		1,476.90	136.75%	
724	830	WATERMAIN 8IN PVC	10.000	LF	25.000	250.00		1,925.00	770.00%	
724	880	WATERMAIN 12IN PVC	315.000	LF	29.250	9,213.75		9,175.73	99.59%	
748	100	CURB & GUTTER	430.000	LF	18.000	7,740.00		8,055.00	104.07%	

North Dakota Department of Transportation
Progressive Estimate Details

Project: U-CMU-8-081(029)920 PCN: 15186 Date Submitted For Payment: 09/04/2009 Letting Date: 01/18/2008
 SubProject: 1 52ND AVENUE SOUTH

Spec. Code	C.O.	No. Description	Original		Unit	Price	Amount	QUANTITIES			Projected Quantity
			Quantity	Unit				Current	Total to Date	To Date	
750	101	SIDEWALK CONCRETE REINF	13,000.000	SY	29.500	383,500.00	12,335,300		363,596.35	94.81%	
750	210	CONCRETE MEDIAN NOSE PAVING	60,000	SY	50,000	3,000.00	80,000		4,000.00	133.33%	
750	250	CONCRETE MEDIAN PAVING COLORED W/FE	3,500,000	SY	42,400	148,400.00	3,749,800		158,991.52	107.14%	
750	1016	DRIVEWAY CONCRETE 6IN REINFORCED	124,000	SY	42,000	5,208.00	153,100		6,430.20	123.47%	
750	1021	DRIVEWAY CONCRETE 8IN REINFORCED	345,000	SY	44,000	15,180.00	501,000		22,044.00	145.22%	
750	2115	DETECTABLE WARNING PANELS	660,000	SF	46,000	30,360.00	616,000		28,336.00	93.33%	
752	820	FENCE CEDAR 6FT	1,217,000	LF	30,000	36,510.00	1,313,300		39,399.00	107.91%	
752	850	ORNAMENTAL FENCE	3,873,000	LF	55,000	213,015.00	3,695,200		203,236.00	95.41%	
752	922	FENCE REMOVE & RESET	85,000	LF	25,000	2,125.00	112,000		2,800.00	131.76%	
754	116	FLAT SHEET FOR SIGNS-TYPE 2 REFL SHEI	79,200	SF	20,000	1,584.00	81,100		1,622.00	102.40%	
754	117	FLAT SHEET FOR SIGNS-TYPE 3A REFL SHI	86,350	SF	31,000	2,676.85	201,350		6,241.85	233.18%	
754	141	BARICADE ASSEMBLY A	2,000	EA	400,000	800.00	2,000		800.00	100.00%	
754	170	FLEXIBLE DELINEATORS	28,000	EA	57,000	1,482.00	26,000		1,482.00	100.00%	
754	202	STEEL GALV POSTS-TELESCOPING PERFO	30,000	EA	130,000	3,900.00	48,000		6,240.00	160.00%	
754	592	RESET SIGN PANEL	4,000	EA	70,000	280.00	614,940		4,919.52	63.69%	
762	112	EPOXY PVMT MK MESSAGE	965,500	SF	8,000	7,724.00	4,520,000		4,972.00	99.80%	
762	113	EPOXY PVMT MK 4IN LINE	4,529,000	LF	1,100	4,981.90	2,082,000		4,372.20	109.23%	
762	115	EPOXY PVMT MK 8IN LINE	1,906,000	LF	2,100	4,002.60	24,000		216.00	104.35%	
762	116	EPOXY PVMT MK 16IN LINE	23,000	LF	9,000	207.00	899,000		3,065.00	125.50%	
762	122	PREFORMED PATTERNED PVMT MK-MESSG	930,000	SF	15,000	13,950.00	62,000		878,000	96.67%	
762	1305	PREFORMED PATTERNED PVMT MK 4IN LI	698,000	LF	3,500	2,443.00	878,000		653.000	79.69%	
762	1307	PREFORMED PATTERNED PVMT MK 6IN LI	832,000	LF	5,000	4,160.00	6,997,000		4,760.00	100.89%	
762	1309	PREFORMED PATTERNED PVMT MK 8IN LI	6,483,000	LF	6,500	42,139.50	340,000		6,600.00	93.75%	
762	1317	PREFORMED PATTERNED PVMT MK 16IN LI	337,000	LF	14,000	4,718.00	300,000		1,894.50	631.50%	
762	1325	PREFORMED PATTERNED PVMT MK 24IN LI	320,000	LF	22,000	7,040.00	2,500,000		10,175.00	100.00%	
762	1340	PREF PATT PVMT MK 4IN LINE CONTRAST-L	2,530,000	LF	5,500	13,915.00	370,000		9,600.00	100.00%	
762	1500	OBLITERATION OF PVMT MK	100,000	SF	3,000	300.00	67,000		18,425.00	100.00%	
764	131	W-BEAM GUARDRAIL	370,000	LF	27,500	10,175.00	631,500		1,650.00	100.00%	
764	145	W-BEAM GUARDRAIL END TERMINAL	4,000	EA	2,400,000	9,600.00	370,000		10,175.00	100.00%	
770	20	CONCRETE FOUNDATION-HIGHWAY LIGHTI	67,000	EA	275,000	18,425.00	4,000		9,600.00	100.00%	
770	25	SCREW IN BASE FOUNDATION	3,000	EA	550,000	1,650.00	3,000		18,425.00	100.00%	
770	100	PULL BOX	2,000	EA	425,000	850.00	3,000		1,650.00	100.00%	
770	330	2IN DIAMETER RIGID CONDUIT	14,447,000	LF	3,200	46,230.40	13,854,000		44,332.80	95.90%	
770	504	UNDERGROUND CONDUCTOR NO4-TYPE R	30,008,000	LF	1,100	33,008.80	28,738,000		31,611.80	95.77%	
770	505	UNDERGROUND CONDUCTOR NO6-TYPE R	15,660,000	LF	1,000	15,660.00	15,023,000		15,023.00	95.93%	
770	730	FEED POINT-TYPE I-PAD MOUNTED	1,000	EA	973,500	973.50	1,000		973.50	100.00%	
770	745	FEED POINT-TYPE W-PAD MOUNTED	1,000	EA	4,200,000	4,200.00	1,000		695.93	100.00%	
770	3475	LT STD EXTENSION 0FT MA 40FT MT HT	1,000	L SUM	695,930	695.93	1,000		21,525.00	100.00%	
770	4140	HP SODIUM VAPOR LUMINAIRE-250 WATT	41,000	EA	525,000	18,900.00	30,000		18,900.00	100.00%	
770	4170	HP SODIUM VAPOR LUMINAIRE-400 WATT	30,000	EA	630,000	4,400.00	4,000		4,400.00	100.00%	
770	4390	RELOCATE LIGHT STANDARD	4,000	EA	1,100,000	3,151.50	1,000		3,151.50	100.00%	
770	4585	RELOCATE EMERGENCY SIREN POLE	1,000	L SUM	3,151,500	3,151.50	1,000		3,151.50	100.00%	

North Dakota Department of Transportation
Progressive Estimate Details

Project: U-CMU-8-081(029)920 PCN: 15186 Date Submitted For Payment: 09/04/2009 Letting Date: 01/18/2008
SubProject: 1 52ND AVENUE SOUTH

Spec. Code	C.O.	No. Description	Original		Unit Price	BID Amount	QUANTITIES		Total to Date	Total Amount To Date	Projected Quantity
			Quantity	Unit			Current	Total to Date			
770	4560	REMOVE LIGHT STANDARD	12.000	EA	110.000	1,320.00		12.000	1,320.00	100.00%	
770	4582	REMOVE CONCRETE FOUNDATION	12.000	EA	220.000	2,640.00		12.000	2,640.00	100.00%	
770	4590	REMOVE FEED POINT	2.000	EA	65.000	130.00					
770	7005	LIGHT STANDARD 30FT MT HT (NO MAST AI	40.000	EA	900.000	36,000.00		40.000	36,000.00	100.00%	
770	7010	LIGHT STANDARD 40FT MT HT (NO MAST AI	26.000	EA	1,100.000	28,600.00		26.000	28,600.00	100.00%	
772	20	CONCRETE FOUNDATION-TRAFFIC SIGNAL	10.000	EA	1,200.000	12,000.00		10.000	12,000.00	100.00%	
772	110	PULL BOX PVC WITH METAL FRAME & COVI	28.000	EA	640.000	17,920.00		28.000	17,920.00	100.00%	
772	200	1IN DIAMETER RIGID CONDUIT	755.000	LF	2,750	728.75		298.000	819.50	112.45%	
772	240	2IN DIAMETER RIGID CONDUIT	7,437.000	LF	3,300	24,542.10		7,741.000	25,545.30	104.09%	
772	290	4IN DIAMETER RIGID CONDUIT	1,181.000	LF	9,000	10,629.00		1,301.000	11,709.00	110.16%	
772	300	UNDERGROUND CONDUCTOR NOG-TYPE R	780.000	LF	0.900	702.00		798.000	718.20	102.31%	
772	310	UNDERGROUND CONDUCTOR NOG-TYPE T	390.000	LF	0.900	351.00		399.000	359.10	102.31%	
772	325	DETECTOR LOOP-POLYETHYLENE CONDUI	7,278.000	LF	0.800	5,822.40		7,537.000	6,029.60	103.56%	
772	330	LOOP LEAD-IN CONDUCTOR	9,038.000	LF	1.700	9,941.80		9,432.000	10,375.20	104.36%	
772	375	EMERGENCY VEHICLE DETECTOR CABLE	398.000	LF	1.750	696.50		404.000	707.00	101.51%	
772	400	NO12 AWG 2 CONDUCTOR CABLE	4,932.000	LF	1.000	4,932.00		5,115.000	5,115.00	103.71%	
772	401	NO12 AWG 3 CONDUCTOR CABLE	180.000	LF	1.000	180.00		180.000	180.00	100.00%	
772	403	NO12 AWG 5 CONDUCTOR CABLE	857.000	LF	1.600	1,371.20		845.000	1,352.00	98.60%	
772	405	NO12 AWG 7 CONDUCTOR CABLE	1,334.000	LF	2.250	3,001.50		1,386.000	3,118.50	103.90%	
772	410	NO12 AWG 12 CONDUCTOR CABLE	1,448.000	LF	3.300	4,778.40		1,481.000	4,867.30	102.28%	
772	490	SAW SLOT	1,916.000	LF	12.900	24,716.40		1,855.000	23,929.50	96.82%	
772	551	FEED POINT-COMBO LIGHTING & SIGNAL-P	2.000	EA	5,500.000	11,000.00		2.000	11,000.00	100.00%	
772	551	3N FEED POINT-COMBO LIGHTING & SIGNAL-P	1.000	EA	3,946.800	3,946.80		1.000	3,946.80	100.00%	
772	631	TYPE IV SIGNAL STD 31FT MA	2.000	EA	5,500.000	11,000.00		2.000	11,000.00	100.00%	
772	700	TYPE VI SIGNAL STD	1.000	EA	1,000.000	1,000.00		1.000	1,000.00	100.00%	
772	1122	COMBO 42FT MA SIG & LT STD-TYPE C	1.000	EA	12,000.000	12,000.00		1.000	12,000.00	100.00%	
772	1223	COMBO 52FT MA SIG & LT STD-TYPE C	1.000	EA	15,000.000	15,000.00		1.000	15,000.00	100.00%	
772	1252	COMBO 55FT MA SIG & LT STD-TYPE C	1.000	EA	15,000.000	15,000.00		1.000	15,000.00	100.00%	
772	1282	COMBO 58FT MA SIG & LT STD-TYPE C	1.000	EA	16,000.000	16,000.00		1.000	16,000.00	100.00%	
772	1298	COMBO 63FT MA SIG & LT STD-TYPE C	1.000	EA	16,000.000	16,000.00		1.000	16,000.00	100.00%	
772	1810	1-WAY 3 SEC HEAD W/12IN LENS-POST MTT	7.000	EA	650.000	4,550.00		7.000	4,550.00	100.00%	
772	1812	1-WAY 3 SEC HEAD W/12IN LENS-MA MTD	14.000	EA	900.000	12,600.00		14.000	12,600.00	100.00%	
772	1830	1-WAY 5 SEC HEAD W/12IN LENS-POST MTT	4.000	EA	1,300.000	5,200.00		4.000	5,200.00	100.00%	
772	1831	1-WAY 5 SEC HEAD W/12IN LENS-PEDESTAL	1.000	EA	1,200.000	1,200.00		1.000	1,200.00	100.00%	
772	1832	1-WAY 5 SEC HEAD W/12IN LENS-MA MTD	5.000	EA	1,275.000	6,375.00		5.000	6,375.00	100.00%	
772	2060	PEDESTRIAN COUNTDOWN SIGNAL HEAD-I	11.000	EA	600.000	6,600.00		11.000	6,600.00	100.00%	
772	2061	PEDESTRIAN COUNTDOWN SIGNAL HEAD-I	1.000	EA	600.000	600.00		1.000	600.00	100.00%	
772	2200	PEDESTRIAN PUSHBUTTON POST	10.000	EA	350.000	3,500.00		10.000	3,500.00	100.00%	
772	2556	BATTERY BACKUP SYSTEM	1.000	EA	6,000.000	6,000.00		2.000	12,000.00	100.00%	
772	2610	EMERGENCY VEHICLE PRE-EMPTION UNIT	2.000	EA	6,000.000	12,000.00		2.000	12,000.00	100.00%	
772	2601	TYPE B CONTROLLER & CABINET	2.000	EA	16,000.000	32,000.00		2.000	32,000.00	100.00%	
772	2603	3N REVISE TRAFFIC SIGNAL	1.000	EA	1,125.160	1,125.16		1.000	1,125.16	100.00%	

North Dakota Department of Transportation
Progressive Estimate Details

Project: U-CMU-8-081(029)920
 SubProject: 1 52ND AVENUE SOUTH

PCN: 15186

Date Submitted For Payment:

09/04/2009

Letting Date: 01/18/2008

Spec. Code	No.	C.O. No.	Description	Original Quantity	Unit	Price	Bid Amount	Current	QUANTITIES		Projected Quantity
									Total to Date	To Date	
772	3135		REMOVE INTERIM TRAFFIC SIGNALS	1,000	EA	2,200.00	2,200.00		1,000	2,200.00	100.00%
772	9205		IT-PULL BOX	3,000	EA	3,500.00	10,500.00		2,000	7,000.00	66.67%
772	9230		IT FIBEROPTIC CABLE	9,895,000	LF	2.200	21,571.00				
772	9235		COMMUNICATION SYSTEM	1,000	L SUM	12,000.00	12,000.00		1,000	375,235.00	100.00%
920	90		LIFT STATION	1,000	EA	375,235.00	375,235.00		1,000	69,820.46	100.00%
930	8683	1N	EXPANSION JOINT MODIFICATION	1,000	L SUM	69,820.46	69,820.46		1,000	16,500.00	100.00%
930	9960		MONUMENT	1,000	EA	16,500.00	16,500.00				
						Total Bid Amount	\$6,967,449.97			\$6,938,849.87	
						Total Change Orders	\$87,657.59			\$87,657.59	

Stockpiled and Invoiced Items

752	850		ORNAMENTAL FENCE	3,873,000	LF	28.800	103,796.40		177,800	4,765.04	4.59%
				Total Stockpiled and Invoiced Items			\$103,796.40			\$4,765.04	

Contract Adjustments

109	100	N	DIESEL FUEL COST ADJUSTMENT	1,000	L SUM	27,395.050	27,395.05		1,000	27,395.05	100.00%
109	200	N	UNLEADED FUEL COST ADJUSTMENT	1,000	L SUM	3,990.700	3,990.70		1,000	3,990.70	100.00%
900	401	N	LIQUIDATED DAMAGES	5,000	DAY	-3,000.000	-15,000.00		5,000	-15,000.00	100.00%
900	401	N	LIQUIDATED DAMAGES	6,000	DAY	-2,400.000	-14,400.00		6,000	-14,400.00	100.00%
				Total Contract Adjustments			\$1,985.75				
				Total:			\$7,160,889.71			\$7,033,258.25	

North Dakota Department of Transportation
Progressive Estimate Details

Project: U-CMU-8-081(029)920 PCN: 15186 Date Submitted For Payment: 09/04/2009 Letting Date: 01/18/2008
 SubProject: 2 52ND AVENUE SOUTH - CITY FUNDS ONLY

Spec. No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Price	BID Amount	Current	QUANTITIES		Projected Quantity	
									Total to Date	Total Amount To Date		
724	102	N	BUTTERFLY VALVE & BOX 16IN	6,000	EA	3,075.000	18,450.00		5,000	15,375.00	83.33%	
724	104	N	BUTTERFLY VALVE 12IN	6,000	EA	2,100.000	12,600.00		6,000	12,600.00	100.00%	
724	110	N	BUTTERFLY VALVE & BOX 20IN	1,000	EA	4,200.000	4,200.00		3,000	12,600.00	300.00%	
724	210	N	FITTINGS-DUCTILE IRON	29,340.000	LBS	2.600	76,284.00		26,975.000	70,135.00	91.94%	
724	400	N	HYDRANT-INSTALL 6IN	2,000	EA	5,400.000	10,800.00		2,000	10,800.00	100.00%	
724	852	N	WATERMAIN 16IN PVC	3,750.000	LF	36.250	135,937.50		3,596.100	130,358.63	95.90%	
724	853	N	WATERMAIN 20IN PVC	2,370.000	LF	51.250	121,462.50		2,375.000	121,718.75	100.21%	
724	1163	N	PIPE DUCTILE IRON 36IN	5,830.000	LF	113.500	661,705.00		5,844.600	653,362.10	100.25%	
							Total Bid Amount	\$1,041,439.00			\$1,036,949.48	

Stockpiled and Invoiced Items

724	1163	N	PIPE DUCTILE IRON 36IN	4,060.000	LF	86.340	350,540.40				
							Total Stockpiled and Invoiced Items	\$350,540.40			

Total: \$1,391,979.40

\$1,036,949.48

North Dakota Department of Transportation
Progressive Estimate Details

Project: U-CMU-8-081(029)920
 Sub-Project: 3 52ND AVE S OVER DRAIN 53
 BRIDGE NO. 81-920.791R CODE X081
 PCN: 15186 Date Submitted For Payment: 09/04/2009 Letting Date: 01/18/2008

Spec. Code	C.O. No.	Description	Original Quantity	Unit	Price	BID Amount	QUANTITIES	Total Amount	Projected Quantity
No.	No.						Current	To Date	

Bid Items and Change Orders

202	105	REMOVAL OF STRUCTURE	1,000	L SUM	20,000.00	20,000.00	1,000	20,000.00	100.00%
210	101	CLASS 1 EXCAVATION	0.500	L SUM	6,000.00	3,000.00	0.500	3,000.00	100.00%
210	111	CLASS 2 EXCAVATION	0.500	L SUM	6,000.00	3,000.00	0.500	3,000.00	100.00%
210	201	FOUNDATION PREPARATION	1,000	EA	35,000.00	35,000.00	1,000	35,000.00	100.00%
550	215	CONCRETE BRIDGE APPROACH SLAB	395.700	SY	240.00	94,968.00	395.700	94,968.00	100.00%
602	130	CLASS AAE-3 CONCRETE	265.800	CY	550.00	146,190.00	265.800	146,190.00	100.00%
602	1130	CLASS AAE-3 CONCRETE	311.100	CY	500.00	155,550.00	311.100	155,550.00	100.00%
602	1250	PENETRATING WATER REPELLENT TREATM	649.000	SY	4.500	2,920.50	649.000	2,920.50	100.00%
602	7000	SPECIAL SURFACE FINISH	9,776.000	SF	3.000	29,328.00	9,776.000	29,328.00	100.00%
604	9600	PRESTRESSED BOX BEAM-21IN	889.000	LF	150.000	133,350.00	889.000	133,350.00	100.00%
612	115	REINFORCING STEEL-GRADE 60	24,150.000	LBS	1.100	26,565.00	24,150.000	26,565.00	100.00%
612	116	REINFORCING STEEL-GRADE 60-EPOXY CC	63,283.000	LBS	1.000	63,283.00	63,283.000	63,283.00	100.00%
622	20	STEEL PILING HP 10 X 42	1,330.000	LF	31.000	41,230.00	1,242.800	38,526.80	93.44%
622	40	STEEL PILING HP 12 X 53	1,400.000	LF	40.000	56,000.00	1,241.700	49,668.00	88.69%
624	123	PEDESTRIAN RAILING	170.000	LF	135.000	22,950.00	170.000	22,950.00	100.00%
708	1020	RIPRAP-LOOSE ROCK	468.000	CY	46.000	21,528.00	468.000	22,356.00	103.85%
708	1100	SLOPE PROTECTION CONCRETE	254.000	SY	80.000	20,320.00	224.400	17,952.00	88.35%
709	600	GEOTEXTILE FABRIC-TYPE RR	937.000	SY	3.000	2,811.00	973.000	2,919.00	103.84%
930	3000	BRIDGE BENCH MARKS	1,000	SET	3,000.00	3,000.00	1,000	3,000.00	100.00%
930	9930	ANTI-GRAFFITI COATING	9,776.000	SF	0.800	7,820.80	9,776.000	7,820.80	100.00%
Total Bid Amount						\$889,814.30		\$878,347.10	

Stockpiled and Invoiced Items

622	20	STEEL PILING HP 10 X 42	1,280.000	LF	20.590	26,355.20			
622	40	STEEL PILING HP 12 X 53	1,320.000	LF	26.550	35,046.00			
Total Stockpiled and Invoiced Items						\$61,401.20			

Contract Adjustments

622	1	STEEL PILING HP 10 X 42 (QUANTITY ADJUS	87,200	LF	6.200	540.64	87,200	540.64	100.00%
622	2	STEEL PILING HP 12 X 53 (QUANTITY ADJUS	158,300	LF	8.000	1,266.40	158,300	1,266.40	100.00%
Total Contract Adjustments						\$1,807.04			
Total:						\$952,022.54		\$880,154.14	

North Dakota Department of Transportation
Progressive Estimate Details

Project: U-CMU-8-081(029)920 PCN: 15186 Date Submitted For Payment: 09/04/2009 Letting Date: 01/18/2008
 SubProject: 4 52ND AVE S OVER DRAIN 53 BRIDGE NO. 81-920.795L CODE X081

Spec. No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	CURRENT	TOTAL TO DATE	TOTAL AMOUNT TO DATE	Projected Quantity	
Bid Items and Change Orders												
210	101		CLASS 1 EXCAVATION	0.500	L SUM	6,000.000	3,000.00		0.500	3,000.00	100.00%	
210	111		CLASS 2 EXCAVATION	0.500	L SUM	6,000.000	3,000.00		0.500	3,000.00	100.00%	
210	201		FOUNDATION PREPARATION	1.000	EA	35,000.000	35,000.00		1.000	35,000.00	100.00%	
550	215		CONCRETE BRIDGE APPROACH SLAB	395.700	SY	240.000	94,968.00		395.700	94,968.00	100.00%	
602	130		CLASS AAE-3 CONCRETE	265.800	CY	550.000	146,190.00		265.800	146,190.00	100.00%	
602	130		CLASS AAE-3 CONCRETE	311.400	CY	500.000	155,700.00		311.400	155,700.00	100.00%	
602	1250		PENETRATING WATER REPELLENT TREATM	649.000	SY	4.500	2,920.50		649.000	2,920.50	100.00%	
602	7000		SPECIAL SURFACE FINISH	9,783.000	SF	3.000	29,349.00		9,783.000	29,349.00	100.00%	
604	9600		PRESTRESSED BOX BEAM-21IN	889.000	LF	150.000	133,350.00		889.000	133,350.00	100.00%	
612	115		REINFORCING STEEL-GRADE 60	24,200.000	LBS	1.100	26,620.00		24,156.000	26,571.60	99.82%	
612	116		REINFORCING STEEL-GRADE 60-EPOXY CC	63,283.000	LBS	1.000	63,283.00		63,283.000	63,283.00	100.00%	
622	20		STEEL PILING HP 10 X 42	1,330.000	LF	31.000	41,230.00		1,501.700	46,552.70	112.91%	
622	40		STEEL PILING HP 12 X 53	1,400.000	LF	40.000	56,000.00		1,318.600	52,744.00	94.19%	
624	123		PEDESTRIAN RAILING	390.000	LF	135.000	52,650.00		390.000	52,650.00	100.00%	
708	1020		RIPRAP-LOOSE ROCK	468.000	CY	46.000	21,528.00		468.000	22,356.00	103.85%	
708	1100		SLOPE PROTECTION CONCRETE	254.000	SY	80.000	20,320.00		224.400	17,952.00	88.35%	
709	600		GEOTEXTILE FABRIC-TYPE RR	937.000	SY	3.000	2,811.00		973.000	2,919.00	103.84%	
930	9930		ANTI-GRAFFITI COATING	9,783.000	SF	0.800	7,826.40		9,783.000	7,826.40	100.00%	
Total Bid Amount							\$895,745.90		\$896,332.20			

Contract Adjustments	Spec. No.	Code No.	Description	Original Quantity	Unit	Unit Price	BID Amount	CURRENT	TOTAL TO DATE	TOTAL AMOUNT TO DATE	Projected Quantity
	622	1	STEEL PILING HP 10 X 42 (QUANTITY ADJUST)	171.700	LF	3.100	532.27		171.700	532.27	100.00%
	622	2	STEEL PILING HP 10 X 42 (WELD SPLICES)	2.000	EA	124.000	248.00		2.000	248.00	100.00%
	622	3	STEEL PILING HP 12 X 53 (QUANTITY ADJUST)	81.400	LF	8.000	651.20		81.400	651.20	100.00%
Total Contract Adjustments							\$1,431.47		\$1,431.47		

Total:	\$897,177.37	\$897,763.67
Total Project Bid Amounts	\$9,793,449.17	\$9,750,478.65
Total Project Change Orders	\$87,657.59	\$87,657.59
Total Project Stockpiled and Invoiced Items	\$515,738.00	\$4,765.04
Total Project Contract Adjustments	\$5,224.26	\$5,224.26
Total Project:	\$10,402,069.02	\$9,848,125.54

North Dakota Department of Transportation
Intermediate Progressive Estimate Number 24

Project: SIM-8-029(108)060
 PCN: 17172
 Location: GRADING, SURFACING, STORM DRAINS, WATERMAIN, SANITARY SEWER, STRUCTURAL, SIGNALS
 Covering Period From 06/29/2009 to 07/14/2009

Vendor Number: 12556
 Funding Doc No: P802910A 100

Contractor: INDUSTRIAL BUILDERS INC
 Length: 0.49
 Contract Cost: \$5,311,430.29
 Change Orders Estimated: -\$56,073.98
 County: Cass

Assignment: ARGO ND 581070406

Funding Sources		Totals	
SIM FEDERAL FUNDS			
Total Work Done to Date	5,097,202.63	5,097,202.63	
Retainage @ 2.00 % To Date	101,944.05	101,944.05	
Previous Retainage	101,342.51	101,342.51	
Retainage this Period	601.54	601.54	
Judged Damages	0.00	0.00	
Days to Date	0.00	0.00	
Days to Previous	0.00	0.00	
Days this Period	0.00	0.00	
Total Due to Date	4,995,258.58	4,995,258.58	
Previous Payments	4,965,783.08	4,965,783.08	
Payment Due this Estimate	29,475.50	29,475.50	
SIM FEDERAL FUNDS			
Total Work Done to Date	0.00		
Retainage @ 2.00 % To Date	0.00		
Previous Retainage	0.00		
Retainage this Period	0.00		
Judged Damages	0.00		
Days to Date	0.00		
Days to Previous	0.00		
Days this Period	0.00		
Total Due to Date	0.00		
Previous Payments	0.00		
Payment Due this Estimate	0.00		

C2

Engineer: Joe X Peyerl
 District Engineer: Kevin Gorder
 Construction Engineer: Cal Gendreau

North Dakota Department of Transportation
Progressive Estimate Details

Project: SIM-8-029(108)060 PCN: 17172 Date Submitted For Payment: 07/16/2009 Letting Date: 01/18/2008
 Subject: 1 GRADING AND SURFACING, STORM DRAINS, WATERMAN, SANITARY SEWER, LIGHTING, MARKING, & INCIDENTALS

Spec Code	C.O. No.	Description	Original Quantity	Unit	Price	BID Amount	Current	QUANTITIES		Projected Quantity
								Total to Date	To Date	

Bid Items and Change Orders										
202	119	SAW CONCRETE	60.000	LF	5.000	300.00		45.000	225.00	75.00%
202	136	REMOVAL OF END SECT-ALL TYPES & S	4,411.000	TON	5.970	26,333.67		2,563.620	15,304.81	58.12%
202	169	REMOVAL OF PIPE ALL TYPES AND SIZES	2.000	EA	204.000	408.00		2.000	408.00	100.00%
202	174	COMMON EXCAVATION-TYPE A	115.000	LF	10.200	1,173.00		129.000	1,315.80	112.17%
203	101	COMMON EXCAVATION-TYPE A	7,427.000	CY	2.550	18,938.85		6,000.000	15,300.00	80.79%
203	109	TOPSOIL	16,526.000	CY	2.660	43,959.16		14,047.000	37,365.02	85.00%
203	138	COMMON EXCAVATION-SUBCUT	8,000.000	CY	4.590	36,720.00		40,000.000	191,600.00	94.02%
203	140	BORROW	42,542.000	CY	4.790	203,776.18		2,952.000	16,560.72	100.00%
210	199	BACKFILL CLASS AA	2,952.000	LF	5.610	16,560.72				
216	100	WATER	1,292.000	M GAL	0.110	142.12				
302	101	SALVAGED BASE COURSE	9,699.000	CY	21.000	203,679.00	594.240	9,764.640	205,057.44	100.68%
306	100	AGGREGATE CL 3M	5,787.000	CY	14.280	82,638.36		4,356.850	62,201.54	75.27%
306	100	AGGREGATE CL 3M	1,690.000	CY	14.280	23,990.10		2,035.160	29,062.08	121.14%
550	305	9IN NON-REINF CONCRETE PWT CL AE-DC	34,272.000	SY	33.400	1,144,684.80		33,500.790	1,118,926.39	97.75%
704	100	FLAGGING	1,000.000	MHR	28.000	28,000.00		143.500	4,018.00	14.35%
704	1052	TRAFFIC CONTROL SIGNS	1,277.000	UNIT	1.020	1,302.54		664.000	677.28	52.00%
708	1400	WEIGHTED FIBER ROLLS	480.000	LF	4.450	2,136.00		36.000	2,754.00	450.00%
708	1430	FIBER ROLLS 12IN	26.000	LF	3.400	88.10				
708	2950	SEEDING-HYDRO MULCH	10.480	ACRE	2,100.000	22,008.00	8.380	8.380	17,598.00	79.96%
708	5752	COCONUT FIBER MAT	40.000	SY	2.040	81.60				
709	701	GEOTEXTILE FABRIC-TYPE R1	43,111.000	SY	1.940	83,635.34		40,357.300	78,293.16	93.61%
714	210	PIPE CONC REINF 15IN CL III-STORM DRAIN	892.000	LF	30.600	27,295.20		843.000	25,795.80	94.51%
714	315	PIPE CONC REINF 18IN CL III-STORM DRAIN	131.000	LF	36.720	4,810.32		123.000	4,516.56	93.89%
714	405	PIPE CONC REINF 21IN CL III-STORM DRAIN	415.000	LF	35.700	14,815.50		406.000	14,494.20	97.83%
714	620	PIPE CONC REINF 24IN CL III-STORM DRAIN	1,471.000	LF	30.600	45,012.60		1,446.000	44,247.60	98.30%
714	710	PIPE CONC REINF 27IN CL III-STORM DRAIN	170.000	LF	34.680	5,895.60		167.000	5,791.56	98.24%
714	910	PIPE CONC REINF 36IN CL III-STORM DRAIN	1,809.000	LF	56.100	101,494.90		1,789.000	100,362.90	98.89%
714	1010	PIPE CONC REINF 42IN CL III-STORM DRAIN	1,445.000	LF	69.360	100,225.20		1,430.000	99,184.80	98.96%
714	1110	PIPE CONC REINF 48IN CL III-STORM DRAIN	855.000	LF	82.000	70,110.00		861.000	70,602.00	100.70%
714	3005	END SECT-CONC REINF 15IN	1.000	EA	612.000	612.00		1.000	612.00	100.00%
714	3020	END SECT-CONC REINF 24IN	1.000	EA	846.600	846.60		1.000	846.60	100.00%
714	8040	PIPE STEEL SMOOTH WALL .50IN 30IN	300.000	LF	423.300	126,990.00		300.000	126,990.00	100.00%
714	8046	PIPE STEEL SMOOTH WALL .75IN 48IN BOR	300.000	LF	887.400	266,220.00		300.000	266,220.00	100.00%
714	9696	EDGEDRAIN NON PERMEABLE BASE	13,335.000	LF	2.960	39,471.60		13,350.000	39,516.00	100.11%
714	9912	FLAP GATE 24IN	1.000	EA	1,122.000	1,122.00		1.000	1,122.00	100.00%
722	100	MANHOLE 48IN	7.000	EA	994.500	6,961.50		7.000	6,961.50	100.00%
722	10700	MANHOLE 54IN	2.000	EA	1,366.800	2,733.60		2.000	2,733.60	100.00%
722	11000	MANHOLE 60IN	7.000	EA	1,468.800	10,281.60		7.000	10,281.60	100.00%
722	12000	MANHOLE 72IN	10.000	EA	1,978.800	19,788.00		10.000	19,788.00	100.00%
722	30000	MANHOLE SANITARY	15.000	EA	1,876.800	28,152.00		15.000	28,152.00	100.00%

North Dakota Department of Transportation
Progressive Estimate Details

Project: SIM-8-029(108)060 PCN: 17172 Date Submitted For Payment: 07/16/2009 Letting Date: 01/18/2008
 SubProject: 1 GRADING AND SURFACING, STORM DRAINS, WATERMAIN, SANITARY SEWER, LIGHTING, MARKING, & INCIDENTALS

Spec. Code	C.O. No.	Description	Original Quantity	Unit	Price	Bid Amount	QUANTITIES		Total Amount	Projected Quantity
							Current	Total to Date		
722	1100	MANHOLE RISER 48IN	197.600	LF	76.500	15,116.40	197.600	15,116.40	100.00%	
722	1106	MANHOLE RISER 54IN	10.600	LF	117.300	1,243.38	9.900	1,161.27	93.40%	
722	1110	MANHOLE RISER 60IN	50.100	LF	127.500	6,387.75	49.900	6,362.25	99.60%	
722	1120	MANHOLE RISER 72IN	93.300	LF	163.200	15,226.56	93.300	15,226.56	100.00%	
722	3510	INLET-TYPE 2	24.000	EA	1,020.000	24,480.00	24.000	24,480.00	100.00%	
722	3520	INLET-TYPE 2 DOUBLE	8.000	EA	1,938.000	15,504.00	8.000	15,504.00	100.00%	
722	3772	INLET SPECIAL MOUNTABLE-TYPE A 72IN	1.000	EA	3,468.000	3,468.00	1.000	3,468.00	100.00%	
722	4060	INLET MOUNTABLE CURB-TYPE B	3.000	EA	1,147.500	3,442.50	3.000	3,442.50	100.00%	
724	100	BUTTERFLY VALVE & BOX 12IN	2.000	EA	1,428.000	2,856.00	2.000	2,856.00	100.00%	
724	110	BUTTERFLY VALVE & BOX 20IN	3.000	EA	3,519.000	10,557.00	3.000	10,557.00	100.00%	
724	210	FITTINGS-DUCTILE IRON	35,000.000	LBS	4.080	142,800.00	31,811.000	129,788.88	90.89%	
724	300	GATE VALVE & BOX 6IN	11.000	EA	800.700	8,807.70	9.000	7,206.30	81.82%	
724	310	GATE VALVE & BOX 8IN	6.000	EA	1,071.000	6,426.00	5.000	5,355.00	83.33%	
724	315	GATE VALVE & BOX 10IN	2.000	EA	1,632.000	3,264.00	2.000	3,264.00	100.00%	
724	326	GATE VALVE & BOX 36IN	3.000	EA	34,272.000	102,816.00	3.000	102,816.00	100.00%	
724	411	6IN HYDRANT	1.000	EA	2,652.000	29,172.00	9.000	23,868.00	81.82%	
724	810	WATERMAIN 6IN PVC	150.000	LF	20.400	3,060.00	96.400	1,966.56	64.27%	
724	830	WATERMAIN 8IN PVC	550.000	LF	21.420	11,781.00	552.000	11,823.84	100.36%	
724	840	WATERMAIN 10IN PVC	1,150.000	LF	25.100	28,865.00	1,113.500	27,948.85	96.83%	
724	850	WATERMAIN 12IN PVC	850.000	LF	30.600	26,010.00	806.000	24,663.60	94.82%	
724	853	WATERMAIN 20IN PVC	6,700.000	LF	62.000	415,400.00	6,651.500	412,393.00	99.28%	
724	880	WATERMAIN 36IN	6,700.000	LF	127.000	850,900.00	6,675.800	847,826.60	99.64%	
724	1110	8IN SANITARY SEWER PIPE	95.000	LF	20.400	1,938.00	100.000	2,040.00	105.26%	
724	1115	10IN SANITARY SEWER PIPE	453.000	LF	19.380	8,779.14	456.000	8,837.28	100.66%	
724	1117	12IN SANITARY SEWER PIPE	2,404.000	LF	22.950	55,171.80	2,396.000	54,988.20	99.67%	
748	190	CURB & GUTTER-TYPE I 30IN	15,305.000	LF	14.200	217,331.00	14,947.000	212,247.40	97.66%	
748	1030	VALLEY GUTTER 72IN	178.000	SY	55.520	9,882.56	4,629.860	131,766.82	103.46%	
750	100	CONCRETE MEDIAN NOSE PAVING	4,475.000	SY	28.460	127,358.50	35.070	1,645.48	66.17%	
750	210	CONCRETE MEDIAN PAVING COLORED W/	606.000	SY	46.920	2,486.76	547.880	26,298.24	90.41%	
750	250	DETECTABLE WARNING PANELS	40.000	SF	48.000	29,088.00	34.000	1,508.58	85.00%	
750	2115	TEMPORARY SAFETY FENCE	300.000	LF	44.370	1,774.80	300.000	1,38.00	100.00%	
754	911	FLAT SHEET FOR SIGNS-TYPE 3A REFL SHI	221.000	SF	0.460	4,751.50	275.300	5,918.95	124.57%	
754	141	BARICADE ASSEMBLY A	4.000	EA	586.500	2,346.00	6.000	3,519.00	150.00%	
754	206	STEEL GALV POSTS-TELESCOPING PERFO	472.200	LF	13.060	6,166.93	444.900	5,810.39	94.22%	
754	805	OBJECT MARKERS - CULVERTS	2.000	EA	37.700	75.40	2.000	75.40	100.00%	
762	112	EPOXY PVMT MK MESSAGE	72.000	SF	7.680	552.96	72.000	552.96	100.00%	
762	113	EPOXY PVMT MK 4IN LINE	134.000	LF	2.400	321.00	135.000	324.00	100.75%	
762	113	EPOXY PVMT MK 8IN LINE	52.000	LF	4.800	249.60	54.000	259.20	103.85%	
762	118	Epoxy Pvmt Mk Painted Gurb Top & Face	171.750	SF	6.600	1,133.55	361.630	2,386.76	210.56%	
762	122	PREFORMED PATTERNEED PVMT MK-MESS/	922.000	SF	17.310	15,959.82	922.000	15,959.82	100.00%	
762	1140	PVMT MK PAINTED CURB TOP & FACE	201.000	LF	1.370	275.37				

North Dakota Department of Transportation
Progressive Estimate Details

Letting Date: 01/18/2008

PCN: 177172 Date Submitted For Payment: 07/16/2009

07/16/2009

Project: SIM-8-029(108)060 GRADING AND SURFACING, STORM DRAINS, WATERMAIN, SANITARY SEWER, LIGHTING, MARKING, & INCIDENTALS

07/16/2009

Spec. Code	No.	C.O.	Description	Original		Unit	Price	BID Amount	QUANTITIES		Total Amount	Projected Quantity
				Quantity	Unit				Current	Total to Date		

762	1140	3	PVMT MK PAINTED CURB TOP & FACE	-201.000	LF	1.370	-275.37	17,392.000	51,306.40	127.71%
762	1305		PERFORMED PATTERNED PVMT MK 4IN LIN	13,618.000	LF	2.950	40,173.10	1,814.000	11,718.44	94.73%
762	1309		PERFORMED PATTERNED PVMT MK 8IN LIN	1,915.000	LF	6.460	12,370.90	1,000	148,190.00	100.00%
770	3		LIGHTING SYSTEM A	1,000	EA	148,190.000	148,190.00	8,000	4,896.00	100.00%
770	100		PULL BOX	8,000	EA	612,000	4,896.00	174,000	354.96	124.29%
770	300		1IN DIAMETER RIGID CONDUIT	140,000	LF	2,040	285.60	444,000	1,358.64	99.78%
770	330		2IN DIAMETER RIGID CONDUIT	445,000	LF	3,060	1,361.70	632,250	9,673.43	101.98%
770	370		4IN DIAMETER RIGID CONDUIT	620,000	LF	15,300	9,486.00	1,000	2,518.22	100.00%
770	7015	5	Repair Light Standard 40 ft	1,000	EA	2,518.220	2,518.22			
910	565		CONTROLLED DENSITY BACKFILL	1,696,000	CY	67,500	114,480.00	1,000	1,959.22	100.00%
910	565	1	CONTROLLED DENSITY BACKFILL	-1,680,000	CY	67,500	-113,400.00			
990	100	4	Rework required by contractor	1,000	L SUM	1,959.220	1,959.22	1,000	3,000.00	50.00%
990	235		STABILIZED CONSTRUCTION ACCESS	2,000	EA	3,000,000	6,000.00			
				Total Bid Amount			\$5,311,480.29			
				Total Change Orders			-\$56,073.98			
				Total Stockpiled and Invoiced Items			\$32,488.00			

Stockpiled and Invoiced Items
701 GEOTEXTILE FABRIC-TYPE R1
31,000,000 SY 1,048
Total Stockpiled and Invoiced Items \$32,488.00

Contract Adjustments												
No.	Description	Quantity	Unit	Price	BID Amount	Current	Total to Date	Total Amount	To Date	Projected Quantity	Quantity	%
109	DIESEL FUEL COST ADJUSTMENT	-29.370	L SUM	1,000	-29.37		-29.370	-29.37		100.00%		
109	DIESEL FUEL COST ADJUSTMENT	1,453.820	L SUM	1,000	1,453.82		1,453.820	1,453.82		100.00%		
109	DIESEL FUEL COST ADJUSTMENT	2,066.210	L SUM	1,000	2,066.21		2,066.210	2,066.21		100.00%		
109	DIESEL FUEL COST ADJUSTMENT	2,372.490	L SUM	1,000	2,372.49		2,372.490	2,372.49		100.00%		
109	DIESEL FUEL COST ADJUSTMENT	3,127.100	L SUM	1,000	3,127.10		3,127.100	3,127.10		100.00%		
109	DIESEL FUEL COST ADJUSTMENT	3,662.040	L SUM	1,000	3,662.04		3,662.040	3,662.04		100.00%		
109	DIESEL FUEL COST ADJUSTMENT	5,797.070	L SUM	1,000	5,797.07		5,797.070	5,797.07		100.00%		
109	DIESEL FUEL COST ADJUSTMENT	6,573.880	L SUM	1,000	6,573.88		6,573.880	6,573.88		100.00%		
109	DIESEL FUEL COST ADJUSTMENT	-322.210	L SUM	1,000	-322.21		-322.210	-322.21		100.00%		
109	DIESEL FUEL COST ADJUSTMENT	-43.560	L SUM	1,000	-43.56		-43.560	-43.56		100.00%		
109	UNLEADED FUEL COST ADJUSTMENT	25.970	L SUM	1,000	25.97		25.970	25.97		100.00%		
109	UNLEADED FUEL COST ADJUSTMENT	90.530	L SUM	1,000	90.53		90.530	90.53		100.00%		
109	UNLEADED FUEL COST ADJUSTMENT	171.030	L SUM	1,000	171.03		171.030	171.03		100.00%		
109	UNLEADED FUEL COST ADJUSTMENT	175.340	L SUM	1,000	175.34		175.340	175.34		100.00%		
109	UNLEADED FUEL COST ADJUSTMENT	235.800	L SUM	1,000	235.80		235.800	235.80		100.00%		
109	UNLEADED FUEL COST ADJUSTMENT	307.430	L SUM	1,000	307.43		307.430	307.43		100.00%		
109	UNLEADED FUEL COST ADJUSTMENT	307.690	L SUM	1,000	307.69		307.690	307.69		100.00%		
				Total Contract Adjustments			\$25,971.26					

Total: \$5,313,865.57 \$5,097,202.62

Total Project Bid Amounts \$5,311,480.29
Total Project Change Orders -\$56,073.98
Total Project Stockpiled and Invoiced Items \$32,488.00
Total Project Contract Adjustments \$25,971.26
Total Project: \$5,313,865.57

\$5,031,287.08
\$39,944.28
\$25,971.26
\$5,097,202.62

North Dakota Department of Transportation
Intermediate Progressive Estimate Number 32

Project: AC-IM-8-029(046)060

PCN: 12769

Type: GRADING, SURFACING, STORM DRAINS, WATERMAIN, SANITARY SEWER, STRUCTURAL, SIGNALS

Covering Period From 07/24/2009 to 08/14/2009

Length: 1.17

Contract Cost \$17,800,881.27

Change Orders Estimated: \$70,026.39

County: Cass

Vendor Number: 12556
 Funding Doc No: P802904A 100
 P802904A 100
 P802904A 100
 P802904A 100
 P802904A 100
 P802904A 100

Contractor
 INDUSTRIAL BUILDERS INC
 PO BOX 406
 FARGO ND 581070406

Assignment

Funding Sources	CITY FUNDS	IM FEDERAL FUNDS	URBAN FEDERAL FUNDS	Totals
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Total Work Done to Date	12,167.76	4,283,414.74	13,270,400.51	17,706,311.34
Retainage @ 2.00 % To Date	243.36	85,668.29	205,408.01	354,126.23
Previous Retainage	243.36	85,668.29	204,446.28	353,164.50
Retainage this Period	0.00	0.00	961.73	961.73
Liquidated Damages	0.00	0.00	0.00	0.00
0.0 Days to Date	0.00	0.00	0.00	0.00
0.0 Days to Previous	0.00	0.00	0.00	0.00
0.0 Days this Period	0.00	0.00	0.00	0.00
Total Due to Date	11,924.40	4,197,746.45	13,004,982.50	17,352,185.11
Previous Payments	11,924.40	4,197,746.45	12,957,867.92	17,305,060.53
Payment Due this Estimate	0.00	0.00	47,124.58	47,124.58

NP Funding Sources	CITY FUNDS	IM FEDERAL FUNDS	URBAN FEDERAL FUNDS
Total Work Done to Date	122,769.98	0.00	17,558.35
Retainage @ 2.00 % To Date	2,455.40	0.00	351.17
Previous Retainage	2,455.40	0.00	351.17
Retainage this Period	0.00	0.00	0.00
Liquidated Damages	0.00	0.00	0.00
0.0 Days to Date	0.00	0.00	0.00
0.0 Days to Previous	0.00	0.00	0.00
0.0 Days this Period	0.00	0.00	0.00
Total Due to Date	120,314.58	0.00	17,207.18
Previous Payments	120,314.58	0.00	17,207.18
Payment Due this Estimate	0.00	0.00	0.00

Engineer: Joe X Peyerl
 District Engineer: Kevin Gorder
 Construction Engineer: Cal Gendreau

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North Dakota Department of Transportation
Progressive Estimate Details

Project: AC-IM-8-029(046)D60 PCN: 12769 Date Submitted For Payment: 08/17/2009 Letting Date: 01/18/2008
 SubProject: 1 I-29 AND 52ND AVE S CROSSROAD, RAMPS, & STRUCTURE

Spec. Code	No.	C/O	Description	Original		Unit		Price	Unit	Amount	BID	Amount	QUANTITIES		Total to Date	Total Amount To Date	Projected Quantity
				Quantity	Unit	Quantity	Unit						Current	Total to Date			
550	307		9.5IN NON-REINF CONCRETE PAVT CL AE-I	6,690.000	SY	34.400	EA	2,301.36	230,136.00	6,655.600	230,328.64	100.08%			230,328.64	100.08%	
550	310		10IN NON REINF CONCRETE PAVT CL AE-D	68,572.000	SY	33.500	EA	2,297.16	2,297,162.00	69,223.860	2,318,999.31	100.95%			2,318,999.31	100.95%	
622	40		STEEL PILING HP 12 X 53	2,310.000	LF	46.000	EA	106.260	106,260.00	2,135.200	98,219.20	92.43%			98,219.20	92.43%	
702	100		MOBILIZATION	1.000	L SUM	935,000.000	EA	935,000.00	935,000.00	1.000	935,000.00	100.00%			935,000.00	100.00%	
704	100		FLAGGING	5,000.000	MHR	28.000	EA	140,000.00	140,000.00	14,257.250	399,203.00	285.15%			399,203.00	285.15%	
704	1000		TRAFFIC CONTROL SIGNS	4,125.000	UNIT	1.020	EA	4,208.52	4,208.52	6,759.000	6,894.18	163.81%			6,894.18	163.81%	
704	1045		ATTENUATION DEVICE-TYPE B-75	4.000	EA	2,040.000	EA	8,160.00	8,160.00	4.000	8,160.00	100.00%			8,160.00	100.00%	
704	1052		TYPE III BARRICADE	53.000	EA	76.500	EA	4,054.50	4,054.50	53.000	4,054.50	100.00%			4,054.50	100.00%	
704	1060		DELINEATOR DRUMS	424.000	EA	25.500	EA	10,812.00	10,812.00	583.000	14,866.50	137.50%			14,866.50	137.50%	
704	1067		TUBULAR MARKERS	710.000	EA	6.120	EA	4,345.20	4,345.20	710.000	4,345.20	100.00%			4,345.20	100.00%	
704	1087		SEQUENCING ARROW PANEL-TYPE C	2.000	EA	1,275.000	EA	2,550.00	2,550.00	4.000	5,100.00	200.00%			5,100.00	200.00%	
704	3510		PRECAST CONCRETE MED BARRIER-STATI	240.000	EA	200.000	EA	48,000.00	48,000.00	220.000	44,000.00	91.67%			44,000.00	91.67%	
704	4010		PORTABLE CHANGEABLE MESSAGE SIGN	10,000.000	HR	0.810	EA	8,100.00	8,100.00	1,205.750	976.66	12.06%			976.66	12.06%	
706	300		FIELD LABORATORY-TYPE C	1.000	EA	16,500.000	EA	16,500.00	16,500.00	1.000	16,500.00	100.00%			16,500.00	100.00%	
708	1410		FIBER ROLLS 6IN	6,280.000	LF	2.060	EA	12,936.80	12,936.80	5,037.000	10,376.22	80.21%			10,376.22	80.21%	
708	1430		FIBER ROLLS 12IN	1,200.000	LF	3.400	EA	4,080.00	4,080.00	450.000	1,530.00	37.50%			1,530.00	37.50%	
708	2240	13	SEEDING-TYPE B-CL II	25.000	ACRE	401.500	EA	10,037.50	401,500.00	8.100	3,252.15	32.40%			3,252.15	32.40%	
708	2260	13	SEEDING-TYPE B-CL IV	25.000	ACRE	36.300	EA	907.50	907.50	55.032	26,195.23	50.00%			26,195.23	50.00%	
708	2280		SEEDING-TYPE B-CL V	110.063	ACRE	476.000	EA	52,389.99	52,389.99	55.032	7,429.32	14.38%			7,429.32	14.38%	
708	5500		MULCHING	110.063	ACRE	135.000	EA	14,858.51	14,858.51	55.032	7,429.32	50.00%			7,429.32	50.00%	
708	5752		COCONUT FIBER MAT	1,228.000	SY	2.040	EA	2,040.00	2,040.00	712.000	1,795.20	71.78%			1,795.20	71.78%	
708	5760		TURF REINFORCEMENT MAT	4,564.000	SY	1.600	EA	7,302.40	7,302.40	880.000	6,892.11	94.38%			6,892.11	94.38%	
709	701		GEOTEXTILE FABRIC-TYPE R1	10,469.000	SY	1.940	EA	20,309.86	20,309.86	4,307.570	21,261.35	104.68%			21,261.35	104.68%	
714	210	7	PIPE CONC REINF 15IN CL III-STORM DRAIN	3,960.000	LF	30.600	EA	121,176.00	121,176.00	10,959.460	117,932.40	97.32%			117,932.40	97.32%	
714	210	7	PIPE CONC REINF 15IN CL III-STORM DRAIN	129.000	LF	30.600	EA	3,947.40	3,854.000	120.000	3,672.00	93.02%			3,672.00	93.02%	
714	210	7	PIPE CONC REINF 18IN CL III-STORM DRAIN	712.000	LF	36.720	EA	26,144.64	26,144.64	25.043.04	25,043.04	95.79%			25,043.04	95.79%	
714	315		PIPE CONC REINF 21IN CL III-STORM DRAIN	124.000	LF	35.700	EA	4,426.80	4,426.80	119.000	4,248.30	95.97%			4,248.30	95.97%	
714	405		PIPE CONC REINF 21IN CL III-STORM DRAIN	424.000	LF	35.700	EA	15,136.80	15,136.80	14,779.80	14,779.80	97.64%			14,779.80	97.64%	
714	615		PIPE CONC REINF 24IN CL III-STORM DRAIN	714.000	LF	30.600	EA	21,848.40	21,848.40	21.940.20	21,940.20	100.42%			21,940.20	100.42%	
714	620		PIPE CONC REINF 24IN CL III-STORM DRAIN	177.000	LF	48.960	EA	8,665.92	8,665.92	176.000	8,616.96	99.44%			8,616.96	99.44%	
714	820		PIPE CONC REINF 30IN CL III-STORM DRAIN	1,075.000	LF	46.920	EA	50,439.00	50,439.00	1,053.000	49,406.76	97.95%			49,406.76	97.95%	
714	825		PIPE CONC REINF 30IN CL III-STORM DRAIN	77.000	LF	59.160	EA	4,555.32	4,555.32	72.000	4,259.52	93.51%			4,259.52	93.51%	
714	905		PIPE CONC REINF 36IN CL III-STORM DRAIN	1,057.000	LF	56.100	EA	59,287.70	59,287.70	1,040.000	58,344.00	98.39%			58,344.00	98.39%	
714	910		PIPE CONC REINF 48IN CL III-STORM DRAIN	671.000	LF	82.000	EA	55,022.00	55,022.00	641.000	52,562.00	95.53%			52,562.00	95.53%	
714	1110		PIPE CONC REINF 54IN CL III-STORM DRAIN	1,318.000	LF	104.500	EA	137,731.00	137,731.00	1,284.000	131,043.00	95.14%			131,043.00	95.14%	
714	1212		END SECT-CONC REINF 15IN	5.000	EA	612.000	EA	3,060.00	3,060.00	5.000	3,060.00	100.00%			3,060.00	100.00%	
714	3005		END SECT-CONC REINF 24IN	10.000	EA	846.600	EA	8,466.00	8,466.00	10.000	8,466.00	100.00%			8,466.00	100.00%	
714	3020		END SECT-CONC REINF 30IN	5.000	EA	1,122.000	EA	5,610.00	5,610.00	5.000	5,610.00	100.00%			5,610.00	100.00%	
714	3030	19	END SECT-CONC REINF 30IN	-1.000	EA	846.000	EA	-846.00	-846.00	4.000	5,508.00	100.00%			5,508.00	100.00%	
714	3035		END SECT-CONC REINF 36IN	4.000	EA	1,377.000	EA	5,508.00	5,508.00	1.000	2,448.00	100.00%			2,448.00	100.00%	
714	3050		END SECT-CONC REINF 54IN	1.000	EA	2,448.000	EA	2,448.00	2,448.00	1.000	2,448.00	100.00%			2,448.00	100.00%	
714	3160		RELAY HEADWALL	12.000	EA	400.000	EA	4,800.00	4,800.00	9.000	3,600.00	75.00%			3,600.00	75.00%	

09/22/2009

North Dakota Department of Transportation
Progressive Estimate Details

Project: AC-IM-8-029(046)060 PCN: 12769 Date Submitted For Payment: 08/17/2009 Letting Date: 01/18/2008
 SubProject: 1 I-29 AND 52ND AVE S CROSSROAD RAMPS, & STRUCTURE

Spec. Code	No.	C.O. No.	Description	Original Quantity	Unit	Price	Bid Amount	Current	QUANTITIES		
									Total to Date	Total Amount To Date	Projected Quantity
748	190		CURB & GUTTER-TYPE 1 30IN	6,803.000	LF	14.200	96,602.60		6,034.000	85,682.80	88.70%
750	100		SIDEWALK CONCRETE	5,176.000	SY	28.460	147,308.96		4,903.830	139,563.00	94.74%
750	210		CONCRETE MEDIAN NOSE PAVING	212.000	SY	46.920	9,947.04		145.400	6,822.17	68.58%
750	250		CONCRETE MEDIAN PAVING COLORED W/WE	2,979.000	SY	48.000	142,992.00		2,817.240	135,227.52	94.57%
750	2115		DETECTABLE WARNING PANELS	336.000	SF	44.370	14,808.32		404.000	17,925.48	120.24%
752	600		FENCE CHAIN LINK	6,593.000	LF	10.120	66,721.16	1,445.000	8,408.000	85,088.96	127.53%
752	911		TEMPORARY SAFETY FENCE	1,000.000	LF	0.460	450.00		1,253.000	576.38	125.30%
752	3100		CORNER ASSEMBLY CHAIN LINK	8.000	EA	249.900	1,999.20	1.000	9.000	2,249.10	112.50%
752	4160		DOUBLE BRACE ASSEMBLY CHAIN LINK	12.000	EA	249.900	2,998.80	3.000	18.000	4,498.20	150.00%
754	117		FLAT SHEET FOR SIGNS-TYPE 3A REFL SHI	954.600	SF	21.500	20,523.90		1,102.800	23,710.20	115.52%
754	195		DIAMOND GRADE DELINEATORS-TYPE A	14.000	EA	33.560	469.84		14.000	469.84	100.00%
754	196		DIAMOND GRADE DELINEATORS-TYPE B	82.000	EA	39.170	3,211.94		89.000	3,486.13	108.54%
754	198		DIAMOND GRADE DELINEATORS-TYPE D	12.000	EA	55.080	660.96		12.000	660.96	100.00%
754	206		STEEL GALV POSTS-TELESCOPING PERFO	998.800	LF	13.060	13,044.33		1,041.300	13,599.38	104.26%
754	210		GALV STEEL POST-STANDARD PIPE	210.000	LF	37.460	7,866.60		251.200	9,409.95	119.62%
754	214		GALV STEEL POSTS-W-SHAPE POSTS(TWO	278.800	LF	57.160	15,936.21		274.800	15,713.28	98.60%
754	532		PANEL FOR SIGNS-TYPE 3A REFLECTIVE SI	770.600	SF	20.970	16,159.48		780.600	16,369.18	101.30%
754	539		EXTRU ALUM SIGN PANEL-TYPE 3A REFL S	1,582.000	SF	22.430	35,484.26		1,556.000	34,901.08	98.36%
754	557	9	INTERSTATE MILE POSTS-TYPE C	2.000	EA	155.650	311.30		2.000	311.30	100.00%
754	589	25	Sign revisions NWR & SER	1.000	L SUM	8,808.370	8,808.37	1.000	1.000	8,808.37	100.00%
754	590	24	Remove and Reset Stop Sign	2.000	EA	121.830	243.66		2.000	243.66	100.00%
754	591	24	Remove and Reset Ramp Sign	1.000	L SUM	10,905.010	10,905.01		1.000	10,905.01	100.00%
754	594	24	RESET SIGN	1.000	EA	99.500	99.50		1.000	99.50	100.00%
754	650	1	Removal of Sign and Foundation and Flag Pole	1.000	L SUM	4,800.000	4,800.00		1.000	4,800.00	100.00%
754	801		OBJECT MARKERS - TYPE 1	6.000	EA	114.040	684.24		8.000	912.32	133.33%
754	805		OBJECT MARKERS - CULVERTS	22.000	EA	37.700	829.40		30.000	1,131.00	136.36%
754	1100		CLASS AE CONCRETE-SIGN FOUNDATIONS	128.000	CY	801.160	102,548.48		135.500	108,557.18	105.86%
754	1104		REMOVE SIGN FOUNDATION	23.000	EA	609.900	13,958.70		30.000	18,207.00	130.43%
754	1312		OVERHEAD SIGN STR 27FT CANTILEVER	1.000	EA	29,113.850	29,113.86		1.000	29,113.86	100.00%
754	1325		OVERHEAD SIGN STR 40FT CANTILEVER	1.000	EA	43,853.890	43,853.88		1.000	43,853.88	100.00%
754	1327		OVERHEAD SIGN STR 42FT CANTILEVER	2.000	EA	47,577.900	95,155.80		2.000	95,155.80	100.00%
754	1506		OVERHEAD SIGN STR 148FT TRUSS	1.000	EA	113,750.400	113,750.40		1.000	113,750.40	100.00%
754	9000	21	Sign Pulley Winch	2.000	EA	1,684.100	3,368.20		2.000	3,368.20	100.00%
762	113	5	EPOXY PVMT MK 4IN LINE	873.000	LF	4.800	4,152.00		830.000	1,992.00	95.07%
762	115		EPOXY PVMT MK 8IN LINE	865.000	LF	4.800	4,152.00		216.000	1,036.80	24.97%
762	122		PREFORMED PATTERNED PVMT MK-MESS/	1,557.000	SF	17.310	26,951.67		1,642.000	28,423.02	105.46%
762	420		SHORT TERM 4IN LINE-TYPE R	1,121.000	LF	1.020	1,143.42		880.200	1,205.87	57.98%
762	1140		PVMT MK PAINTED CURB TOP & FACE	1,518.000	LF	1.370	2,079.66		35,393.000	104,379.85	101.38%
762	1305		PREFORMED PATTERNED PVMT MK 4IN LIN	34,902.000	LF	2.950	102,960.90		950.000	3,515.00	123.06%
762	1307		PREFORMED PATTERNED PVMT MK 6IN LIN	772.000	LF	3.700	2,856.40		9,642.000	62,287.32	105.79%
762	1309		PREFORMED PATTERNED PVMT MK 8IN LIN	9,114.000	LF	6.460	58,876.44		610.000	9,577.00	99.51%
762	1325		PREFORMED PATTERNED PVMT MK 24IN LI	613.000	LF	15.700	9,624.10				

North Dakota Department of Transportation
Progressive Estimate Details

Project: AC-IM-8-029(046)060 PCN: 12769 Date Submitted For Payment: 08/17/2009 Letting Date: 01/18/2008
 SubProject: 1 I-29 AND 52ND AVE S CROSSROAD, RAMPS, & STRUCTURE

Spec No	Code No	C.O. No.	Description	Original		Unit	Price	Amount	Current	QUANTITIES		Projected Quantity
				Quantity	Unit					Total to Date	Total Amount To Date	
990	100		CRITICAL PATH METHOD SCHEDULE	1.000	L SUM		20,000.00	20,000.00		0.350	7,000.00	35.00%
990	100	20	Rework required by contractor	1.000	L SUM		8,960.04	8,960.04		1.000	8,960.04	100.00%
990	235		STABILIZED CONSTRUCTION ACCESS	2.000	EA		3,000.00	6,000.00		1.000	3,000.00	50.00%
				Total Bid Amount			\$13,386,130.85				\$13,115,003.91	
				Total Change Orders			\$52,383.39				\$209,656.54	

Stockpiled and Invoiced Items

622	40		STEEL PILING HP 12 X 53	2,310.000	LF		27.465	63,444.15				
708	2280		SEEDING-TYPE B-CL V	6.800	ACRE		476.000	3,236.80				
708	5500		MULCHING	40.900	ACRE		135.000	5,521.50				
752	600		FENCE CHAIN LINK	2,376.000	LF		10.120	24,045.12				
754	1312		OVERHEAD SIGN STR 27FT CANTILEVER	1.000	EA		9,017.210	9,017.21				
754	1325		OVERHEAD SIGN STR 40FT CANTILEVER	1.000	EA		14,623.970	14,623.97				
754	1327		OVERHEAD SIGN STR 42FT CANTILEVER	2.000	EA		18,455.690	36,911.38				
754	1506		OVERHEAD SIGN STR 146FT TRUSS	1.000	EA		42,272.100	42,272.10				
764	145		W-BEAM GUARDRAIL END TERMINAL	4.000	EA		1,450.000	5,800.00				
764	9011		ATTENUATING CRASH CUSHION TL-3	6.000	EA		11,683.350	70,159.98				
772	9300		SURVEILLANCE CAMERA SYSTEM	1.000	EA		13,621.000	13,621.00	-0.200	0.200	2,724.20	20.00%
772	9811		TRAFFIC SIGNAL SYSTEM - SITE 1	1.000	EA		7,833.720	7,833.72		0.050	391.69	5.00%
772	9812		TRAFFIC SIGNAL SYSTEM - SITE 2	1.000	EA		47,971.840	47,971.84		0.100	4,797.18	10.00%
772	9813		TRAFFIC SIGNAL SYSTEM - SITE 3	1.000	EA		47,971.850	47,971.85		0.100	4,797.19	10.00%
				Total Stockpiled and Invoiced Items				\$392,430.62			\$12,710.26	

Contract Adjustments

109	100		DIESEL FUEL COST ADJUSTMENT	22,008.220	L SUM		1.000	22,008.22			22,008.220	100.00%
109	100		DIESEL FUEL COST ADJUSTMENT	12,259.870	L SUM		1.000	12,259.87			12,259.870	100.00%
109	100		DIESEL FUEL COST ADJUSTMENT	10,468.980	L SUM		1.000	10,468.98			10,468.980	100.00%
109	100		DIESEL FUEL COST ADJUSTMENT	7,942.550	L SUM		1.000	7,942.55			7,942.550	100.00%
109	100		DIESEL FUEL COST ADJUSTMENT	6,917.330	L SUM		1.000	6,917.33			6,917.330	100.00%
109	100		DIESEL FUEL COST ADJUSTMENT	4,872.640	L SUM		1.000	4,872.64			4,872.640	100.00%
109	100		DIESEL FUEL COST ADJUSTMENT	2,372.490	L SUM		1.000	2,372.49			2,372.490	100.00%
109	100		DIESEL FUEL COST ADJUSTMENT	-98.310	L SUM		1.000	-98.31			-98.310	100.00%
109	100		DIESEL FUEL COST ADJUSTMENT	-1,078.700	L SUM		1.000	-1,078.70			-1,078.700	100.00%
109	100		DIESEL FUEL COST ADJUSTMENT	19,407.590	L SUM		1.000	19,407.59			19,407.590	100.00%
109	100		DIESEL FUEL COST ADJUSTMENT	572.560	L SUM		1.000	572.56			572.560	100.00%
109	200		UNLEADED FUEL COST ADJUSTMENT	587.000	L SUM		1.000	587.00			587.000	100.00%
109	200		UNLEADED FUEL COST ADJUSTMENT	789.430	L SUM		1.000	789.43			789.430	100.00%
109	200		UNLEADED FUEL COST ADJUSTMENT	1,029.240	L SUM		1.000	1,029.24			1,029.240	100.00%
109	200		UNLEADED FUEL COST ADJUSTMENT	1,030.110	L SUM		1.000	1,030.11			1,030.110	100.00%
109	200		UNLEADED FUEL COST ADJUSTMENT	303.100	L SUM		1.000	303.10			303.100	100.00%
109	200		UNLEADED FUEL COST ADJUSTMENT	90.530	L SUM		1.000	90.53			90.530	100.00%
109	200		UNLEADED FUEL COST ADJUSTMENT	87.050	L SUM		1.000	87.05			87.050	100.00%

North Dakota Department of Transportation
Progressive Estimate Details

Project: AC-IM-8-0291(046)060
SubProject: 2 1-29 & 52ND AVE S, EASTBOUND
BRIDGE NO. 29-060.352 CODE X781

PCN: 12769

Date Submitted For Payment: 08/17/2009

Letting Date: 01/18/2008

Spec No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	QUANTITIES		Total Amount To Date	Projected Quantity	
								Current	Total to Date			
Bid Items and Change Orders												
202	105		REMOVAL OF STRUCTURE	1,000	L SUM	20,000.00	20,000.00		1,000	20,000.00	100.00%	
210	101		CLASS I EXCAVATION	0.500	L SUM	7,000.00	3,500.00		0.500	3,500.00	100.00%	
210	201		FOUNDATION PREPARATION	1,000	EA	2,000.00	2,000.00		1,000	2,000.00	100.00%	
550	215		CONCRETE BRIDGE APPROACH SLAB	516.300	SY	230,000	118,753.60		516.320	118,753.60	100.00%	
602	130		CLASS AAE-3 CONCRETE	641.400	CY	525,000	336,735.00		641.400	336,735.00	100.00%	
602	1130		CLASS AE-3 CONCRETE	217.600	CY	450,000	97,920.00		217.460	97,857.00	99.94%	
602	1250		PENETRATING WATER REPELLENT TREATM	1,892.000	SY	2,800	5,297.60		1,892.000	5,297.60	100.00%	
604	9925		PRESTRESSED I-BEAM-72IN	2,700.000	LF	205,000	553,500.00		2,700.000	553,500.00	100.00%	
612	115		REINFORCING STEEL-GRADE 60	33,827.000	LBS	1,100	37,209.70		33,826.900	37,209.59	100.00%	
612	116		REINFORCING STEEL-GRADE 60-EPOXY CC	144,879.000	LBS	1,000	144,879.00		144,879.000	144,879.00	100.00%	
622	10		STEEL H-PILE TIPS HP 14 X 102	22.000	EA	220,000	4,840.00		22.000	4,840.00	100.00%	
622	60		STEEL PILING HP 14 X 73	1,500.000	LF	60,000	90,000.00		1,490.000	89,400.00	99.33%	
622	70		STEEL PILING HP 14 X 102	3,900.000	LF	72,000	280,800.00		3,910.600	281,563.20	100.27%	
708	1100		SLOPE PROTECTION CONCRETE	962.000	SY	77,700	74,747.40		950.620	73,863.17	98.82%	
900	1000	14	Force Account Work	1,000	L SUM	4,341.75	4,341.75		1,000	4,341.75	100.00%	
930	3000		BRIDGE BENCH MARKS	1,000	SET	2,000.00	2,000.00		1,000	2,000.00	100.00%	
930	7012		ROADWAY CANOPY	1,000	L SUM	50,000.00	50,000.00		1,000	50,000.00	100.00%	
Total Bid Amount							\$1,822,177.70			\$1,821,398.16		
Total Change Orders							\$4,341.75			\$4,341.75		
Stockpiled and Invoiced Items												
672	60		STEEL PILING HP 14 X 73	1,500.000	LF	38,194	57,291.00					
Total Stockpiled and Invoiced Items								\$57,291.00				
Total:								\$1,883,810.45			\$1,825,739.91	

North Dakota Department of Transportation
Progressive Estimate Details

Project: AC-IM-8-029(046)060 PCN: 12769 Date Submitted For Payment: 08/17/2009 Letting Date: 01/18/2008
 SubProject: 4 I-29 & 52ND AVE S, NW RAMP BOX CULVERT BRIDGE NO. 29-060.396N/L

Spec No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	QUANTITIES	Total to Date	Total Amount To Date	Projected Quantity
Bid Items and Change Orders											
210	112		CLASS 2 EXCAVATION-SITE 1	1,000	L SUM	2,000.000	2,000.00	1,000	1,000	2,000.00	100.00%
210	202		FOUNDATION PREPARATION-SITE 1	1,000	L SUM	1,500.000	1,500.00	1,000	1,000	1,500.00	100.00%
210	210		FOUNDATION FILL	1,646.000	CY	34.000	55,964.00	1,646.000	1,646.000	55,964.00	100.00%
602	1131		CLASS AE-3 CONCRETE-BOX CULVERT	251.000	CY	460.000	115,460.00	253.640	253.640	116,674.40	101.05%
612	114		REINFORCING STEEL-GRADE 60-BOX CULV	54,246.000	LBS	1.100	59,670.60	54,229.890	54,229.890	59,652.88	99.97%
709	701		GEOTEXTILE FABRIC-TYPE R1	1,804.000	SY	1.940	3,499.76	1,804.000	1,804.000	3,499.76	100.00%
			Total Bid Amount				\$238,094.36			\$239,291.04	
			Total:				\$238,094.36			\$239,291.04	

North Dakota Department of Transportation
Progressive Estimate Details

Project: AC-IM-8-029(046)060 PCN: 12769 Date Submitted For Payment: 08/17/2009 Letting Date: 01/18/2008
 SubProject: 6 1-29 & 52ND AVE S. SE FRONTAGE ROAD

Spec. No.	Code No.	C.O. No.	Description	Original Quantity	Unit	Unit Price	BID Amount	QUANTITIES	Total to Date	Total Amount To Date	Projected Quantity	
Bid Items and Change Orders												
202	136	N	REMOVAL OF PAVEMENT	973.000	TON	5.970	5,808.81					
202	174	N	REMOVAL OF PIPE ALL TYPES AND SIZES	267.000	LF	10.200	2,723.40	267.000	2,723.40		100.00%	
203	109	N	TOPSOIL	1,351.000	CY	2.660	3,593.66	800.000	2,128.00		59.22%	
216	100	N	WATER	147.000	M GAL	0.110	16.17					
302	101	N	SALVAGED BASE COURSE	1,067.000	CY	21.000	22,407.00	1,067.600	22,419.60		100.06%	
306	100	N	AGGREGATE CL 3M	100.000	CY	14.280	1,428.00	106.500	1,520.82		106.50%	
401	100	N	MC70 OR 250 LIQUID ASPHALT	1,210.000	GAL	3.060	3,702.60					
401	150	N	SSH OR CSS:HH OR MS1 EMULSIFIED ASPH	690.000	GAL	1.020	703.80	295.300	301.21		42.80%	
408	185	N	HOT BITUMINOUS PAVEMENT CL 29	1,727.000	TON	30.600	52,846.20	1,727.300	52,855.38		100.02%	
408	445	N	PG 58-28 ASPHALT CEMENT	104.000	TON	357.000	37,128.00	89.820	32,065.74		86.37%	
708	1325	3	SILT FENCE SUPPORTED	3,300.000	LF	2.640	8,712.00	4,609.000	12,167.76		139.67%	
762	113	4N	EPOXY PVMT MK 4IN LINE	300.000	LF	2.400	720.00	300.000	720.00		100.00%	
762	118	18N	Epoxy Pvmnt Mk Painted Curb Top & Face	686.250	SF	6.600	3,869.25	1,217.550	8,035.83		207.68%	
Total Bid Amount							\$130,357.64		\$114,014.15			
Total Change Orders							\$13,301.25		\$20,923.59			
Total:							\$143,658.89		\$134,937.74			
Total Project Bid Amounts							\$17,800,881.27		\$17,508,091.04			
Total Project Change Orders							\$70,026.39		\$234,921.88			
Total Project Stockpiled and Invoiced Items							\$510,832.02		\$12,710.26			
Total Project Contract Adjustments							-\$54,448.84		-\$49,411.86			
Total Project:							\$18,327,290.84		\$17,706,311.32			

FILE COPY ENGINEERING DEPARTMENT
 PAY ESTIMATE SHEET

CITY OF FARGO
 ENGINEERING DEPARTMENT
 PAY ESTIMATE SHEET

PO# 093570
 #11 12/9/08
 Pmt # 134,539.84
 Roll # 25,102.44

The Honorable Board of City Commissioners
 Fargo, North Dakota

Dear Commissioners:

Be advised that Dakota Underground, has performed the work to date shown on this statement on Bridges, PC Concrete Pavement, Grading, Storm Sewer, Water Main Distribution, Signals, Street Lighting, Bike Trail & Incidentals

3

Pay Estimate No: 11

Improvement District No: 5314 (Phase 9)

General Location: 52nd Ave S; paving from 38th St to 45th St, storm sewer from Drain 27 to 38th St.

Item	Unit	Contract Qty	C/O Qty	Total Qty	Qty Used	Unit Price	Ext Price	Percent Used
Sanitary Sewer								
15" Sanitary Sewer	LF	20.00		20.00	28.00	80.000	2,240.00 *	140.00
15" Plug	EA	1.00		1.00	1.00	100.000	100.00	100.00
Sanitary Sewer Sub Total								
							2,340.00	
Water Main								
Standard Compaction Earth Backfill	LF	10,142.00		10,142.00	10,136.00	0.500	5,068.00	99.94
2" Styrofoam Insulation	SY	50.00		50.00		15.000	0.00	
6" Water Main	LF	15.00		15.00	13.00	31.000	403.00	86.67
8" Water Main	LF	130.00		130.00	126.00	33.000	4,158.00	96.92
12" Water Main	LF	265.00		265.00	250.00	40.000	10,000.00	94.34
16" Water Main	LF	18.00		18.00	18.00	77.000	1,386.00	100.00
20" Water Main	LF	1,106.00		1,106.00	1,000.00	51.000	51,000.00	90.42
24" Water Main	LF	2,535.00		2,535.00	2,562.00	68.500	175,497.00	101.07
36" Water Main	LF	4,775.00		4,775.00	4,892.00	122.600	599,759.20	102.45
6" Hydrant	EA	7.00		7.00	8.00	2,780.000	22,240.00 *	114.29
12" Hydrant Extension	EA	1.00		1.00		330.000	0.00	
18" Hydrant Extension	EA	1.00		1.00		380.000	0.00	
24" Hydrant Extension	EA	1.00		1.00		440.000	0.00	
Salvage Hydrant	EA	2.00		2.00	1.00	400.000	400.00	50.00
8" Gate Valve	EA	8.00		8.00	8.00	1,050.000	8,400.00	100.00
12" Butterfly Valve	EA	1.00		1.00	1.00	1,350.000	1,350.00	100.00
16" Butterfly Valve	EA	1.00		1.00	1.00	2,750.000	2,750.00	100.00
20" Butterfly Valve	EA	1.00		1.00	1.00	3,700.000	3,700.00	100.00
24" Butterfly Valve	EA	2.00		2.00	2.00	5,280.000	10,560.00	100.00
30" Butterfly Valve	EA	1.00		1.00	1.00	11,100.000	11,100.00	100.00

CITY OF FARGO
 ENGINEERING DEPARTMENT
 PAY ESTIMATE SHEET

Item	Unit	Contract Qty	C/O Qty	Total Qty	Qty Used	Unit Price	Ext Price	Percent Used
36" Gate Valve	EA	1.00		1.00		0.010	0.00	
Mechanical Joint Fittings	LB	50,000.00		50,000.00	59,625.00	3.500	208,687.50	119.25
12" Water Main w/Gravel Backfill	LF	165.00		165.00	170.00	51.000	8,570.00	103.03
24" Water Main w/Gravel Backfill	LF	145.00		145.00	112.00	107.000	11,984.00	77.24
30" Water Main w/Gravel Backfill	LF	46.00		46.00	58.00	142.000	8,236.00	126.09
30" Water Main	LF	1,305.00		1,305.00	1,288.00	109.000	140,392.00	98.70
36" Water Main w/Gravel Backfill	LF	345.00		345.00	203.00	168.000	34,104.00	58.84
Extra Item - 20" PVC W/M w/Gravel Backfill	LF	0.00		0.00	105.00	92.000	9,660.00	
Extra Item - Water Main Repair @ 31st Street	LS	0.00		0.00	1.00	11,020.57	11,020.57	
Water Main Sub Total							1,340,525.27	

Storm Sewer

Standard Compaction Earth Backfill	LF	5,375.00		5,375.00	5,982.00	0.500	2,991.00	111.29
Inlet	EA	1.00		1.00	1.00	1,000.000	1,000.00	100.00
12" Gate Valve	EA	7.00		7.00	6.00	1,820.000	10,920.00	85.71
12" RCP Storm Sewer	LF	30.00		30.00	30.00	21.000	630.00	100.00
12" PVC Storm Sewer	LF	455.00		455.00	472.00	19.700	9,298.40	103.74
18" RCP Storm Sewer	LF	237.00		237.00	365.00	22.300	8,585.50	162.45
21" RCP Storm Sewer	LF	295.00		295.00	293.00	24.500	7,178.50	99.32
24" RCP Storm Sewer	LF	990.00		990.00	1,133.00	26.500	30,024.50	114.44
30" RCP Storm Sewer	LF	435.00		435.00	435.00	38.000	16,530.00	100.00
54" RCP Storm Sewer	LF	270.00		270.00	269.00	93.000	25,017.00	99.63
66" RCP Storm Sewer	LF	2,690.00		2,690.00	2,773.00	133.200	369,363.60	103.09
66" Storm Sewer w/Gravel Backfill	LF	105.00		105.00	427.00	157.000	0.00	73.62
18" Storm Sewer w/Gravel Backfill	LF	580.00		580.00	115.00	28.300	12,084.10	65.71
24" Storm Sewer w/Gravel Backfill	LF	175.00		175.00		42.000	4,830.00	
54" RCP Storm Sewer w/Gravel Backfill	LF	105.00		105.00	1.00	0.010	0.00	100.00
18" RCP FES w/Trash Rack	EA	1.00		1.00	1.00	600.000	600.00	100.00
66" RCP FES w/Trash Rack	EA	1.00		1.00	1.00	3,500.000	3,500.00	100.00
Rock Rip Rap	TON	60.00		60.00	60.00	52.000	3,120.00	100.00
18" Plug	EA	2.00		2.00	2.00	50.000	100.00	100.00
Connect Storm Sewer to Existing Manhole	EA	3.00		3.00	5.00	500.000	2,500.00	166.67
A Inlet	EA	6.00		6.00	7.00	630.000	4,410.00	116.67
B Inlet	EA	1.00		1.00	2.00	680.000	1,360.00	200.00
Inlet Type 2 Double	EA	12.00		12.00	12.00	1,960.000	23,520.00	100.00
Inlet Type 2 Single	EA	3.00		3.00	3.00	1,030.000	3,090.00	100.00
Standard Storm Sewer Manhole	EA	5.00		5.00	6.00	1,370.000	8,220.00	120.00
Type A Standard Storm Sewer Manhole	EA	3.00		3.00	3.00	1,980.000	5,940.00	100.00
Type E Standard Storm Sewer Manhole	EA	3.00		3.00	3.00	8,900.000	26,700.00	100.00
66" x 48" Tee Manhole	EA	4.00		4.00	4.00	3,000.000	12,000.00	100.00

Over limit percentage used.

CITY OF FARGO
 ENGINEERING DEPARTMENT
 PAY ESTIMATE SHEET

12/8/2008

Item	Unit	Contract Qty	C/O Qty	Total Qty	Qty Used	Unit Price	Ext Price	Percent Used
3543 Remove Existing Inlet	EA	1.00		1.00	1.00	400.00	400.00	100.00
3560 Bore Storm Sewer	LF	140.00		140.00	110.00	165.00	18,150.00	78.57
3700 Remove Culvert All Types & Sizes	LF	450.00		450.00	395.00	8.00	3,160.00	87.78
3715 15" CMP	LF	190.00		190.00	75.00	16.00	1,200.00	39.47
3736 36" CMP	LF	117.00		117.00	117.00	34.00	3,978.00	100.00
3737 36" CMP FEES	EA	1.00		1.00	1.00	440.00	440.00	100.00
3800 Storm Sewer Lift Station	LS	1.00		1.00	0.99	420,000.00	415,800.00	99.00
3808 Storm Sewer Manhole	EA	1.00		1.00	1.00	3,000.00	3,000.00	100.00
3884 15" Canal Gate	EA	1.00		1.00	1.00	650.00	650.00	100.00
3867 Inlet Protection - Type C2	EA	15.00		15.00	15.00	400.00	6,000.00	100.00
3896 Inlet Protection Type C	EA	15.00		15.00	15.00	125.00	1,875.00	100.00
3897 Temporary Construction Entrance	EA	2.00		2.00		1,000.00	0.00	
3898 Inlet Protection Type A2	Ea	8.00		8.00	10.00	125.00	1,250.00	125.00
3991 Storm Water Management	LS	1.00		1.00	0.90	1,000.00	900.00	90.00
3998 Fiber Rolls	LF	100.00		100.00	50.00	2.50	127.50	50.00
4050 Geotextile Filter Fabric	SY	50.00		50.00	50.00	3.00	150.00	100.00
10002 Extra Item - LS FM Couplings	LS	0.00	1.00	1.00	1.00	4,100.00	4,100.00	100.00
10007 Extra Item - Median Drain Tile	LS	0.00		0.00	1.00	18,603.50	18,603.50	
10008 Extra Item - Install 24" Canal Gate	EA	0.00		0.00	1.00	614.56	614.56	
10013 Extra Item - STS change SE 45/52nd	LS	0.00		0.00	1.00	3,224.43	3,224.43	
10015 Extra Item - Special Inlet E of 42nd	EA	0.00		0.00	1.00	1,421.46	1,421.46	
10016 Extra Item - 15" PVC STS	LF	0.00		0.00	196.00	23.00	4,508.00	
10018 Extra Item - Add'l work for add'l STS	LS	0.00		0.00	1.00	1,291.56	1,291.56	
10019 Extra Item - 15" RCP STS	LF	0.00		0.00	48.00	23.11	1,109.28	
10020 Extra Item - 15" FES	EA	0.00		0.00	2.00	429.41	858.82	
10025 Extra Item - Add'l work bike path culvert	LS	0.00		0.00	1.00	2,114.99	2,114.99	
10025 Extra Item - Add'l STS SW 1/4 1394934	LS	0.00		0.00		2,300.00	0.00	
Storm Sewer Sub Total							1,088,439.70	

AVAIL

1520 4" Diameter Manhole Riser	LF	7.00		7.00	7.00	7.00	240.00	1,680.00	100.00
1754 Seeding with Mulch	SY	40,000.00		40,000.00		48,422.00	0.15	7,263.30	121.06
000 Excavation	CY	36,000.00		36,000.00		40,000.00	2.75	110,000.00	111.11
001 Strip Topsoil (6")	CY	20,000.00		20,000.00		21,350.00	2.00	42,700.00	106.75
002 Subcut	CY	17,000.00		17,000.00		15,608.00	3.00	46,824.00	91.81
006 Imported Fill	CY	10,000.00		10,000.00		10,000.00	0.01	0.00	
010 Subgrade Preparation	SY	51,800.00		51,800.00		51,386.00	1.60	82,217.60	99.20
013 Grade Boulevards	SY	52,000.00		52,000.00		48,076.00	0.90	43,268.40	92.45
050 Geotextile Filter Fabric	SY	42,400.00		42,400.00		49,898.00	1.15	57,382.70	117.68
062 Recycled Crushed Concrete	TONS	300.00		300.00		250.00	14.00	3,500.00	83.33
Over limit Percentage used.									

CITY OF FARGO
 ENGINEERING DEPARTMENT
 PAY ESTIMATE SHEET

Item	Unit	Contract Qty	C/O Qty	Total Qty	Qty Used	Unit Price	Ext Price	Percent Used
4067 Gravel Base (Class 5) - 12"	SY	42,000.00		42,000.00	42,425.00	7.250	307,581.25	101.01
4069 Gravel Base (Class 5) - 9"	SY	9,650.00		9,650.00	8,961.00	5.500	49,285.50	92.86
4104 Concrete Curb & Gutter (Type II)	LF	14,850.00		14,850.00	15,806.00	12.750	201,526.50	106.44
4124 10" Doweled PC Concrete Pavement	SY	35,175.00		35,175.00	35,695.00	42.900	1,531,315.50	101.48
4142 4" RC Impressed Concrete	SY	1,860.00		1,860.00	1,637.00	42.900	70,227.30	88.01
4200 Aggregate for Asphalt Base Course	TON	2,250.00		2,250.00	2,263.37	26.600	60,205.64	100.59
4202 Aggregate for Asphalt Wearing Course	TON	800.00		800.00	804.75	26.600	21,406.35	100.59
4221 Asphalt Cement	GAL	41,000.00		41,000.00	41,684.00	1.750	72,947.00	101.67
4312 Remove & Replace Curb & Gutter	LF	60.00		60.00	64.00	30.000	1,920.00	106.67
4316 Detectable Warning Panels	SF	320.00	832.00	1,152.00	648.00	42.900	27,799.20	56.25
4331 Remove Asphalt Pavement	SY	24,150.00		24,150.00	24,334.00	0.800	19,467.20	100.76
4460 4" Perforated PVC w/Fabric Wrap	LF	7,500.00		7,500.00	8,428.00	3.000	25,284.00	112.37
4461 Install Watertight Manhole Seats	EA	1.00		1.00	1.00	320.000	0.00	0.00
4465 Install Watertight Manhole Seal Extension	EA	1.00		1.00	1.00	150.000	0.00	0.00
4490 Castings to Grade	EA	16.00		16.00	16.00	300.000	4,800.00	100.00
4491 Boulevard Castings to Grade	EA	27.00		27.00	30.00	150.000	4,500.00	111.11
4493 Boulevard Gate Valve Boxes to Grade	EA	16.00		16.00	15.00	120.000	1,800.00	93.75
4510 Traffic Control	LS	1.00		1.00	1.00	23,000.000	23,000.00	100.00
4606 Seeding with Hydro-mulch	SY	56,500.00		56,500.00	50,698.00	0.330	16,730.34	89.73
4801 3' x 10' Asphalt Bike Trail	LF	1,300.00		1,300.00	9,415.00	12.500	249,403.35	115.88
9035 4" Concrete Bike Trail	SY	4,010.00	4,115.00	8,125.00	1.00	26.490	3,146.00	100.00
10001 Add'l Traffic Control	LS	0.00	1.00	1.00	1.00	3,146.000	3,146.00	100.00
10005 Add'l Work for Add'l Bike Trail	LS	0.00	1.00	1.00	1.00	15,350.000	15,350.00	100.00
10006 Extra Item - Traffic Control	LS	0.00		0.00	1.00	601.700	601.70	
10009 Extra Item - Grading to Widen Asphalt	LS	0.00		0.00	1.00	3,231.620	3,231.62	
10010 Extra Item - Add'l Work for Add'l Paving	LS	0.00		0.00	1.00	2,229.000	2,229.00	
10012 Extra Item - Add'l Work for Add'l Paving	LS	0.00		0.00	1.00	3,841.480	3,841.48	
10014 Extra Item - Rem/Repl curb at ADA	LS	0.00		0.00	1.00	957.930	957.93	
10017 Extra Item - Build up bike path w/ 45lb	LS	0.00		0.00	1.00	6,125.150	6,125.15	
10021 Extra Item - Asphalt transition 45/52	LS	0.00		0.00	1.00	1,163.510	1,163.51	
10022 Extra Item - Add'l work bike path TS	LS	0.00		0.00	1.00	2,827.880	2,827.88	
10023 Extra Item - Add'l grading to drain water	LS	0.00		0.00	1.00	705.770	705.77	
10024 Extra Item - Crushed conc 52nd shldr	LS	0.00		0.00	1.00	1,698.090	1,698.09	
1150 Extra Item - Valve Box & Lid	EA	0.00		0.00	1.00	177.380	177.38	
Saving Sub Total							3,126,090.64	

Street Lighting

018 #6 USE Cu Conductor	LF	4,840.00		4,840.00	4,500.00	0.750	3,375.00	92.98
019 #4 USE Cu Conductor	LF	15,412.00		15,412.00	9,000.00	0.950	8,550.00	56.40
037 1" Install Street Light Standards (from salvage)	EA	5.00		5.00	5.00	500.000	2,500.00	100.00
Over limit of Percentage used.								

CITY OF FARGO
 ENGINEERING DEPARTMENT
 PAY ESTIMATE SHEET

12/8/2008

Item	Unit	Contract Qty	CO Qty	Total Qty	Qty Used	Unit Price	Est Price	Percent Used
Traffic Signals Improvements								
Concrete Foundation Traffic Signal	EA	26.00		26.00	27.00	800.000	21,600.00	103.85
Type IV Signal Standard	EA	8.00		8.00	8.00	1,500.000	12,000.00	100.00
Pedestrian Push Button Post	EA	5.00		5.00	4.00	200.000	800.00	80.00
Type V Signal Standard	EA	2.00		2.00	2.00	600.000	1,200.00	100.00
Type VI Signal Standard	EA	12.00		12.00	13.00	600.000	7,800.00	108.33
1-Way 1 Sec. Pedestrian Head Post Mid.	EA	6.00		6.00	6.00	500.000	3,000.00	100.00
1-Way 1 Sec. Pedestrian Pedestal Mid.	EA	14.00		14.00	14.00	500.000	7,000.00	100.00
1-Way 3 Sec. Head w/12" Lenses-Post Mid.	EA	8.00		8.00	17.00	810.000	13,770.00	212.50
1-Way 3 Sec. Head w/12" Lenses-M.A. Mid.	EA	15.00		15.00	15.00	810.000	12,150.00	100.00
1-Way 5 Sec. Cluster Head M.A. Mid.	EA	7.00		7.00	7.00	1,200.000	8,400.00	100.00
1-Way 5 Sec. Stack Head Post Mid.	EA	13.00		13.00	13.00	1,200.000	15,600.00	100.00
1.0" Diameter Rigid Conduit	LF	125.00		125.00	119.00	2.500	297.50	95.20
2.0" Diameter Rigid Conduit	LF	6,066.00		6,066.00	6,356.00	2.500	15,890.00	104.78
3.0" Diameter Rigid Conduit	LF	838.00		838.00	847.00	4.500	3,811.50	101.07
4.0" Diameter Rigid Conduit	LF	1,283.00		1,283.00	1,294.00	5.700	7,375.80	100.86
Install Pull Box	EA	2.00		2.00	2.00	1,200.000	2,400.00	100.00
Install PVC Pull Box	EA	23.00		23.00	23.00	600.000	13,800.00	100.00
No. 12 AWG 5 Conductor Cable	LF	1,068.00		1,068.00	1,068.00	1.250	1,335.00	100.00
No. 12 AWG 2 Conductor	LF	7,730.00		7,730.00	7,782.00	0.650	5,058.30	100.67
No. 12 AWG 7 Conductor	LF	2,792.00		2,792.00	2,771.00	1.500	4,156.50	99.25
No. 12 AWG 12 Conductor	LF	3,646.00		3,646.00	4,001.00	2.500	10,002.50	109.74
No. 12 AWG 3 Conductor	LF	1,187.00		1,187.00	740.00	0.750	555.00	62.34
Underground Conductor No. 6 RH/W	LF	92.00		92.00	92.00	0.750	69.00	100.00
Underground Conductor No. 6 THW	LF	46.00		46.00	46.00	0.740	34.04	100.00
3M-Opticom Cable	LF	1,694.00		1,694.00	1,250.00	0.800	1,000.00	73.79
Fiber Optic Terminations and Equipment	LS	1.00		1.00		6,000.000	0.00	
Communication Cable	LF	4,300.00		4,300.00		2.000	0.00	
Detector Loop Conduit Pre-wired	LF	7,231.00		7,231.00	7,534.00	0.770	5,801.18	104.19
Loop Lead-in Conductor	LF	12,324.00		12,324.00	12,408.00	0.700	8,685.60	100.68
Saw Slot	LF	1,872.00		1,872.00	1,877.00	8.000	15,016.00	100.27
Coaxial Cable	LF	947.00		947.00	500.00	2.000	1,000.00	52.80
Fargo Type B Cabinet	EA	2.00		2.00	2.00	17,000.000	34,000.00	100.00



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



DATE: November 25, 2009
TO: City Commission
FROM: Dan Mahli, Senior Planner, Community Development
RE: Fargo housing rehab assistance program forgiveness due to hardship,
1527 2nd Avenue South

The City provided housing rehab assistance to Bev Huber in 1998 for property at 1527 2nd Avenue South. The City currently has a mortgage for the HOME funded housing rehab assistance for work on the property with a payoff of \$994.68.

The rehab work completed on the property included code-related health and safety items (electrical upgrade, foundation repair and window replacement). The homeowner has experienced a personal hardship that necessitated the sale of the property. Ms. Huber's realtor attempted to sell the home at a price that would have allowed all parties to recover the full extent of their interest in the property but, the market did not support a sale at that price. I am proposing that we forgive Ms. Huber's HOME housing rehab assistance of \$994.68.

Recommended Action: Forgive the HOME funded housing rehab assistance totaling \$994.68 for improvements at 1527 2nd Avenue South due to a demonstrated hardship.





PLANNING AND DEVELOPMENT

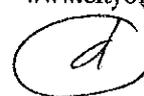
200 Third Street North
Fargo, North Dakota 58102

Phone: (701) 241-1474

Fax: (701) 241-1526

E-Mail: planning@cityoffargo.com

www.cityoffargo.com



MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: NICOLE CRUTCHFIELD, PLANNER
DATE: NOVEMBER 25, 2009
RE: GRANT AGREEMENT WITH UNC HIGHWAY SAFETY RESEARCH CENTER ASSOCIATION

The City of Fargo in conjunction with the Roosevelt Neighborhood Association has been awarded a grant award from the University of North Carolina (UNC) Highway Safety Research Center. This agency has selected the City of Fargo as one of 15 communities to test the Federal Highway Administration's new pedestrian safety guide "A Resident's Guide for Creating Safe and Walkable Communities". The service will be project participation by City of Fargo Planning Department staff and citizen volunteers from the Roosevelt Neighborhood Association.

Expenses

Copies, meeting materials, and publications 101-2010-409-55-20 \$2000.00

Revenue

Association of Pedestrian and Bicycle Professionals 101-0000-337-6800 \$2000.00

Suggested Motion: Approve the budget adjustment resulting from the agreement with the UNC Highway Safety Research Center.



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November 19, 2009

Board of City Commissioners
City Hall
Fargo, ND 58102

COPY

RE: 2009 Bureau of Justice Assistance (BJA) Bulletproof Vest Partnership Grant -
CFDA # 16.607

Dear Commissioners:

The Bureau of Justice Assistance (BJA) is again offering to assist the Fargo Police Department with the purchase of bulletproof vests which are worn by police officers to protect them from harm. This year the BJA is making \$13,100 available to the department for the purpose of reimbursing up to 50% of the cost of a vest for new officers or replacement vests for those officers that already have one.

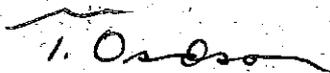
A new ballistic vest is issued to every Fargo police officer and department policy requires uniformed officers to wear their vest when they are on-duty. The vests are replaced approximately every five years or as otherwise recommended by the manufacturer. This funding assistance from the BJA allows the department to purchase this important and potentially life-saving equipment for officers in a very timely and effective manner.

Recommended Motion:

Approve the acceptance of the Bureau of Justice Assistance award in the amount of \$13,100.

If you have any questions regarding this grant or budget adjustment, please feel free to contact me at 241-1401.

Sincerely,



Todd Osmundson
Assistant Chief

Cc: Kent Costin - Finance Director



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Fargo Cass Public Health

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

M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS
FROM: RUTH BACHMEIER, DIRECTOR OF PUBLIC HEALTH
DATE: NOVEMBER 24, 2009
RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH EMERGENCY PREPARED AND RESPONSE NORTH DAKOTA DEPARTMENT OF HEALTH CONTRACT NO. 09-449 CFDA NO. 93.069

The attached Notice of Grant Award with the North Dakota Department of Health is for the Public Health Emergency Preparedness and Response, PHER/Phase III for the H1N1 vaccination administration. The following budget adjustments are required:

2009 Expenses

Mileage	101-6055-451-56-50	\$ 500
In State Travel	101-6055-451-56-60	\$ 2,500
Other Services	101-6055-451-38-99	\$ 43,690
Doctors	101-6055-451-33-50	\$ 3,150

2009 Revenue

Public Health Preparedness		
Phase III	101-0000-331-12-33	\$112,840

2010 Expenses

Mileage	101-6055-451-56-50	\$ 2,250
In State Travel	101-6055-451-56-60	\$ 1,000
Other Services	101-6055-451-38-99	\$167,500
Doctors	101-6055-451-33-50	\$ 7,350

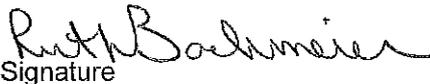
2009 Revenue

Public Health Preparedness		
Phase III	101-0000-331-12-33	\$303,100

If you have any questions please call me at 241-1380.

Suggested Motion: Move to approve the grant agreement with the North Dakota Department of Health for H1N1 vaccination administration.

RB/LA
Enclosure

Contract No. 09-449		CFDA No. 93.069		North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200	
Contract Period From: October 1, 2009		Through: July 30, 2010		Type: NOTICE OF GRANT AWARD (SFN53771)	
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: PHER/Phase III			Health Dept. Grant Code: HLH2330		
Contractor Name and Address: Fargo Cass Public Health 401 3 rd Avenue N Fargo, ND 58102-4839 Contact Name: Ruth Bachmeier Telephone: 701.241.1360			North Dakota Department of Health Program Director: Tim Wiedrich, Section Chief Emergency Preparedness and Response 918 E Divide Avenue Bismarck, ND 58501-1959 Telephone: 701.328.2270		
Financial Information		Dept of Health Cost Share		Contractor Cost Share	
Amount of Financial Assistance		\$568,897		\$	
Previous Funds Awarded		\$		\$	
Total Funds Awarded to Date		\$568,897		\$	
				\$568,897	
Scope of Service: Funding is intended to fund Contractor for H1N1 vaccine administration as described in Attachment A.					
Reporting Requirements: Expenditure reports must be submitted monthly. The final expenditure report for the budget period ending July 30, 2010 must be received by September 15, 2010. Progress reports, as prescribed by the Department, must be submitted monthly. Payments will be processed upon Department approval of expenditure reports and progress reports.					
Special Conditions: Contractor is required to submit the necessary data through NDIIIS as prescribed by the Department for all vaccine administered. Contractor is also required to provide the Department with a complete tracking of vaccine and vaccine ancillary supplies received by using the system identified by the Department. <u>Consistent with the federal grant guidance, this contract may be terminated by Department without notice.</u>					
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 <input type="checkbox"/> Requirements Received] (2) Department of Health and Human Services, Centers for Disease Control, Program Announcement AA154, Public Health Emergency Preparedness Cooperative Agreement No. 5U90/TP817000, and (3) applicable Federal and State regulations.					
Evidence of Contractor's Acceptance			Evidence of Departmental Acceptance		
		November 24, 2009			
Signature		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 Tim Wiedrich, Section Chief Emergency Preparedness and Response		

Contractor: 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.



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www.cityoffargo.com/health

9

MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS
FROM: RUTH BACHMEIER, DIRECTOR OF PUBLIC HEALTH
DATE: NOVEMBER 24, 2009
RE: NOTICE OF GRANT AWARD FOR PUBLIC HEALTH EMERGENCY PREPARED AND RESPONSE NORTH DAKOTA DEPARTMENT OF HEALTH CONTRACT NO. 09-421 CFDA NO. 93.069

The attached Notice of Grant Award with the North Dakota Department of Health is for the Public Health Emergency Preparedness and Response (PHER/Phase I & II) for the H1N1 vaccination planning. The following budget adjustments are required:

2009 Expenses

Marketing	101-6055-451-34-20	\$ 5,000
Other Services	101-6055-451-38-99	\$ 8,000
Duplication/Copies	101-6055-451-55-20	\$ 1,250
Medical Supplies	101-6055-451-61-20	\$ 10,000
General Supplies	101-6055-451-61-40	\$ 10,000
Machinery/Equipment	101-6055-451-74-10	\$ 4,500
Furniture & Fixtures	101-6055-451-74-30	\$ 2,500
Building Rent	101-6055-451-44-10	\$ 1,925
Doctors	101-6055-451-33-50	\$ 10,500
Mileage	101-6055-451-56-50	\$ 500

2009 Revenue

PHER Phase I & II	101-0000-331-12-33	\$127,453
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2010 Expenses

Marketing	101-6055-451-34-20	\$ 5,000
Other Services	101-6055-451-38-99	\$ 8,000
Duplication/Copies	101-6055-451-55-20	\$ 1,250
Medical Supplies	101-6055-451-61-20	\$ 7,500
General Supplies	101-6055-451-61-40	\$ 11,577
Rent	101-6055-451-44-10	\$ 1,925
Doctors	101-6055-451-33-50	\$ 10,500

2010 Revenue

PHER Phase I & II	101-0000-331-12-33	\$100,202
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If you have any questions please call me at 241-1380.

Suggested Motion: Move to approve the grant agreement with the North Dakota Department of Health for H1N1 vaccination planning.

Contract No. 09-421		CFDA No. 93.069	North Dakota Department of Health 600 East Boulevard Ave-Dept. 301 Bismarck, ND 58505-0200 Type: NOTICE OF GRANT AWARD (SFN53771)
Contract Period From: July 31, 2009		Through: July 30, 2010	

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: PHER/Phase I & II **Health Dept. Grant Code:** 6611 HLH2310

Contractor Name and Address: Fargo Cass Public Health 401 3 rd Avenue North Fargo, ND 58102-4839 Contact Name: Ruth Bachmeier, Director of Public Health Telephone: 701.241.1360	North Dakota Department of Health Program Director: Tim Wiedrich, Section Chief Emergency Preparedness and Response 918 E Divide Avenue Bismarck, ND 58501-1959 Telephone: 701.328.2270
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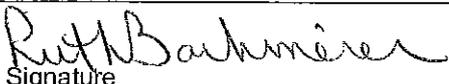
Financial Information	Dept of Health Cost Share	Contractor Cost Share	Total Project/Program Costs
Amount of Financial Assistance	\$280,425	\$0	\$280,425
Previous Funds Awarded	\$0	\$0	\$0
Total Funds Awarded to Date	\$280,425	\$0	\$280,425

Scope of Service:
Contractor will use funding for pandemic preparedness and planning activity. See attachment A.

Reporting Requirements:
Expenditure reports must be submitted monthly. The final expenditure report for the budget period ending July 30, 2010 must be received by September 30, 2010. **Progress reports, as prescribed by the Department, must be submitted monthly.** Payments will be processed upon Department approval of expenditure reports and progress reports.

Special Conditions:
Expenses incurred for the activity described in this contract beginning May 5, 2009 are eligible for reimbursement. Contractor is required to submit the necessary data through NDIIS as prescribed by the Department for all vaccine administered. Contractor is also required to provide the Department with a complete tracking of vaccine and vaccine ancillary supplies received by using the system identified by the Department. **This contract may be terminated by the Department without notice for convenience and de-obligation of funds remaining if a decision is made not to conduct a full-scale vaccination campaign.**

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) Department of Health and Human Services, Centers for Disease Control, Program Announcement AA154, Public Health Emergency Preparedness Cooperative Agreement No. 5U90/TP817000, and (3) applicable Federal and State regulations.

Evidence of Contractor's Acceptance		Evidence of Departmental Acceptance	
 Signature	November 24, 2009 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 Tim Wiedrich, Section Chief Emergency Preparedness and Response	

Contractor: 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.



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Fargo, ND 58102
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MEMORANDUM

TO: BOARD OF CITY COMMISSIONERS

**FROM: RUTH BACHMEIER
DIRECTOR OF PUBLIC HEALTH**

DATE: NOVEMBER 24, 2009

**RE: AMENDMENT TO CONTRACT WITH THE NORTH DAKOTA
DEPARTMENT OF HEALTH RELATING TO FAMILY PLANNING
SERVICES
CONTRACT NO. 09-054A CFDA 93.217 and 93.116**

The attached contract with the North Dakota Department of Health is being provided to cover the cost of contraceptives. The following budget adjustments would be needed to carry out this contract:

2009

Expenses

Pharmacy	101-6040-451-61-21	\$14,259
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2009

Revenue

Title X Family Planning Program	101-0000-331-12-03	\$14,259
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Suggested Motion:

Move to approve the contract with North Dakota Department of Health to cover contraceptives.

RB/la
Enclosure

Contract No. 09-054A CFDA No. FP 93.217; STD 93.116

North Dakota Department of Health
600 East Boulevard Ave-Dept. 301
Bismarck, ND 58505-0200
Type: Notice of Grant Award (SFN53771)
Amendment

Contract Period
From July 12, 2009

Through: June 30, 2010

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: Title X Family Planning Program Health Dept. Grant Code: H011, H034

Contractor Name and Address:

Fargo Cass Public Health
401 Third Avenue North
Fargo, North Dakota 58102-4811

Contact Name: Ruth Bachmeier
Telephone: 701.241.1360

North Dakota Department of Health Program Director:

Charlene Rohrich-Reiswig, RN
North Dakota Family Planning Program
North Dakota Department of Health
600 East Boulevard Ave., Dept 301
Bismarck, North Dakota 58505-0200

Telephone: 701.328.4535

Financial Information	Dept of Health Cost Share	Contractor Cost Share	Total Project/Program Costs
Amount of Financial Assistance	\$14,259	\$0	\$14,259
Previous Funds Awarded	\$142,762	\$0	\$142,762
Total Funds Awarded to Date	\$157,021	\$0	\$157,021

Scope of Service:

This amendment reflects changes in the Title X, Title V and additional funding sources for male services and contraception. The breakdown is as follows:
Title X -\$5,583
Title V (\$6,981)
Male service \$4,885
Contraception \$10,772

Reporting Requirements:

Submit a list of contraceptives purchased using the electronic spreadsheet provided via email. All other terms and conditions of original contract remain the same.

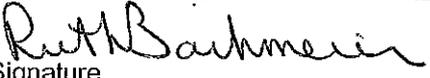
Special Conditions:

All other terms and conditions of original contract remain the same.

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, 2010 [Accounting Use Only Requirements Received] (2) applicable Federal and State regulations.

Evidence of Contractor's Acceptance

Evidence of Departmental Acceptance

 Signature	November 24, 2009 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 Kim Senn Director, Division of Family Health	

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.



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M E M O R A N D U M

TO: BOARD OF CITY COMMISSIONERS

**FROM: RUTH BACHMEIER
DIRECTOR OF PUBLIC HEALTH**

DATE: NOVEMBER 25, 2009

**RE: AGREEMENT FOR PROVISION OF CITY READINESS
INITIATIVE GRANT ACTIVITY IN CLAY COUNTY**

The attached Agreement is with Clay County Public Health Department in the event of a public health emergency.

No budget adjustment is required as it is part of the city readiness adjustment that had been done in the past.

If you have any questions regarding this, please call me at 241-1380.

Suggested Motion: Move to approve the contract with Clay County Public Health in case of a public health emergency.

RB/LA
Enclosure (1)

**AMENDMENT TO
AGREEMENT FOR PROVISION OF CITY READINESS INITIATIVE GRANT
ACTIVITIES IN CLAY COUNTY
FOR CLAY COUNTY PUBLIC HEALTH DEPARTMENT BY
CITY OF FARGO**

Clay County Public Health Department and the City of Fargo, previously having entered into an Agreement for Provision of City Readiness Initiative Grant Activities for Clay County Public Health Department by Fargo Cass Public Health, hereby agree to an Amendment of that Agreement as regards Paragraphs 4, as follows:

- 4. Fargo Cass Public Health will allocate \$21,600 for grant year August 10, 2009 to August 9, 2010 to Clay County Public Health for services provided under the City Readiness Initiative, following receipt of bills and supporting documentation from Clay County Public Health.

CLAY COUNTY PUBLIC HEALTH:

CITY OF FARGO, NORTH DAKOTA:
a public body, corporate and politic


Chairman, County Commission

By: _____
Dennis R. Walaker, Mayor

11/10/09
Date

Date


Public Health Director

FARGO CASS PUBLIC HEALTH

11-10-09
Date


Director of Public Health

11-25-09
Date

11-23-09
C# 3063
25.00

1

NDSU STUDENT ORGANIZATION APPLICATION FOR A LOCAL PERMIT TO CONDUCT GAMING

Page 1 of 5

City of Fargo, Auditors Office - Gaming
200 N 3rd Street, Fargo, ND 58102
Phone: 701-241-1304
Rev. 06-09

Name of Student Organization <u>Sigma Nu Fraternity</u>		Date(s) of Activity <u>1/27/00</u> to <u>1/27/10</u>	
Person Responsible for the Gaming Operation <u>Seth Ehler</u>		Time of Event <u>6:00</u> <input type="checkbox"/> a.m. <input checked="" type="checkbox"/> p.m.	
Street Address of Student Organization <u>1145 12th St. North</u>		City <u>Fargo</u>	State <u>ND</u>
		Zip Code <u>58102</u>	
Name of Site Where Game(s) will be Conducted <u>Sigma Nu Fraternity</u>		Street Address <u>1145 12th St. North</u>	
City <u>Fargo</u>		State <u>ND</u>	Zip Code <u>58102</u>
		County <u>Cass</u>	
Check the Game Types to be Conducted: <input type="checkbox"/> Bingo <input checked="" type="checkbox"/> Raffle <input type="checkbox"/> Calendar Raffle <input type="checkbox"/> Sports Pool			

DESCRIPTION AND RETAIL VALUE OF PRIZES TO BE AWARDED

Game Type	Description of Prize	Retail Value of Prize	Game Type	Description of Prize	Retail Value of Prize
Raffle	Haircut and Gel (Great Clips)	\$ 25 ⁰⁰	Raffle	Buffalo Wild Wings Gift Card	\$ 20 ⁰⁰
	Pizza certificates (Dominos)	20 ⁰⁰			
	Pizza certificates (Pizza hut)	30 ⁰⁰			
	Kralls gift certificates	10 ⁰⁰			
	Ruby Tuesday Gift Card	15 ⁰⁰			
	Super Buffet Gift Card	32 ⁰⁰			
	Dairy Queen Gift cards	15 ⁰⁰			
	Kobe's Gift cards	50 ⁰⁰			
					(Limit \$12,000 per year) \$ 217 ⁰⁰

Intended uses of gaming proceeds: Outreach Africa donation

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

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

ACKNOWLEDGEMENT BY NDSU - Must be signed by the Associate Director of Student Activities or Coordinator of Greek Life and Student Organizations located in the Student Activities Office - Room 120 in Memorial Union.

I acknowledge that the Sigma Nu student organization is registered by the Administration of North Dakota State University.

Signature <u>[Signature]</u>	Title <u>Assoc Dir SA</u>	Date <u>11/20/09</u>	Business Phone Number <u>231-7799</u>
---------------------------------	------------------------------	-------------------------	------------------------------------------

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

Signature of Contact Person <u>[Signature]</u>	Title <u>Vice President Sigma Nu</u>	Date <u>11-20-09</u>	Business Phone Number <u>701-899-1406</u>
---------------------------------------------------	-----------------------------------------	-------------------------	----------------------------------------------



Wastewater Treatment Utility
3400 North Broadway
Fargo, ND 58102
Phone: 701-241-1454
Fax: 701-241-8159

(K)

November 25, 2009

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

**RE: Amendment to MOU between City of Fargo/Cass Rural Water Users
District/Tharaldson Ethanol**

Dear Commissioners:

The current MOU between The City of Fargo, Cass Rural Water Users District (CRWUD) and Tharaldson Ethanol contains a minimum "take or pay" provision requiring CRWUD to purchase a minimum of 15 million gallons of water (\$37,500) per month from the City of Fargo. Subsequently Fargo and CRWUD were informed by Tharaldson Ethanol of a planned shutdown for a period of 6 months. This shutdown was necessary to replace the plant's grain dryer equipment. Tharaldson then received a temporary suspension of their MOU monthly debt service payment obligations to CRWUD during the shutdown; subsequently, CRWUD received a 6 month suspension of the "principal" portion of the payment obligation from the North Dakota Public Finance Authority.

As a result, CRWUD requested a similar suspension of their take or pay obligation (\$37,500) during the shutdown period with the exception of basic expenses for staffing, chemicals, electricity and natural gas. In addition, CRWUD would then suspend Fargo's MOU capitol repayment obligation (\$31,240) during the shutdown period.

Please find attached Utility Committee Report of Action indicating staff recommendation to approve a temporary amendment to the MOU.

SUGGESTED MOTION

Approve attached Second Amendment to the MOU between Tharaldson Ethanol/ CRWUD/and the City of Fargo, and the First Amendment to the Joint Powers Agreement.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Hausauer".

Jim Hausauer
Wastewater Utility Manager
City of Fargo

SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING
BETWEEN
THARALDSON ETHANOL PLANT I, CASS RURAL WATER USERS
DISTRICT AND THE CITY OF FARGO

THIS SECOND AMENDMENT is made this ___ day of _____, 2009, by Tharaldson Ethanol Plant I, LLC (“Tharaldson”), Cass Rural Water Users District (“CRWUD”), and the City of Fargo (“Fargo”).

RECITALS

- A. Tharaldson, CRWUD, and Fargo entered into a Memorandum of Understanding dated July 9, 2007 (the “MOU”), under which the parties each agreed to perform certain obligations regarding the financing, construction, and maintenance of the infrastructure necessary for the delivery of treated wastewater to Tharaldson’s ethanol plant in Section Thirty-three (33), Casselton Township, Cass County, North Dakota, and for the return of plant wastewater to Fargo’s existing wastewater treatment plant (the “Project”).
- B. The parties entered into a First Amendment To Memorandum Of Understanding under which the parties agreed to changes in the minimum water quality standards for the Membrane Treatment Plant as described in Section 3.1.1 of the MOU. A copy of the fully-executed MOU and First Amendment is attached to this Second Amendment as **Exhibit A**.
- C. The parties wish to amend the MOU to allow a brief period of non-production or less-than-full production at the ethanol plant.

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

AGREEMENT

- 1. **Interpretation.** This Second Amendment modifies and supplements the MOU, as amended by the First Amendment. Wherever a conflict exists between this Second Amendment and the MOU, the provisions of this Second Amendment control. Except as modified and supplemented in this Second Amendment, the MOU, as amended, is in full force and effect.
- 2. **Temporary Revisions to Debt Repayment Obligations.** The North Dakota Public Finance Authority has agreed to revise CRWUD’s debt repayment obligations regarding CRWUD’s \$15,300,000 bond issued to finance the Project, to accommodate Tharaldson’s temporary decreases in production at its ethanol plant. With that in mind, from the date of the parties’ execution of this Second Amendment through September 1, 2010, Tharaldson will pay CRWUD all interest and principal payments due under the revised debt

repayment schedule attached as **Exhibit B**, and Fargo will not have any repayment obligations through September 1, 2010. However, beginning September 1, 2010, the parties will be responsible for their pro-rata share of all principal, interest, and administrative fee debt repayment obligations regarding the parties' respective portions of Project for which the parties are responsible for repayment. Tharaldson's debt repayment obligations regarding CRWUD's \$330,000 bond issued to finance the Project will continue in full force and effect; the debt repayment schedule regarding the \$330,000 bond is attached as **Exhibit C**.

3. **Amendments to Parties' Agreements.** CRWUD and Tharaldson will enter into a SECOND AMENDMENT TO DEVELOPER'S AGREEMENT to memorialize the temporary revisions regarding Tharaldson's repayment obligations described above, and other items as necessary. CRWUD and Fargo will enter into a FIRST AMENDMENT TO JOINT POWERS AGREEMENT to memorialize the temporary revisions regarding Fargo's repayment obligations described above, and other items as necessary.
4. **Temporary Amendment to Section 6 of MOU Regarding Proposed Agreement Between City and CRWUD For Treated Wastewater Supply.** The minimum monthly volume of water to be supplied by Fargo to CRWUD will be 3 million gallons from September 1, 2009, through April 30, 2010. The minimum monthly payment obligation of CRWUD to Fargo will be temporarily suspended from September 1, 2009, through April 30, 2010, with the exception of Seven Thousand Five Hundred and no/100 Dollars (\$7,500) per month for operations and maintenance. Said temporarily revised minimum monthly payment is a minimum and the monthly payment may be greater to the extent warranted by the volume of water requested that exceeds 3 million gallons for a particular month (3 million gallons x \$2.52/1000 gallons = \$7560). On May 1, 2010, the parties' water supply and payment obligations regarding treated wastewater supply will return to the parties' respective previous obligations under the MOU, and the parties need not enter into any additional amendment to the MOU or provide any written notice.
5. **Temporary Amendment to Section 7 of MOU Regarding Proposed Agreement Between CRWUD and Tharaldson For Treated Wastewater Supply.** The minimum monthly volume of water to be supplied by CRWUD to Tharaldson will be 3 million gallons from September, 2009, through April 30, 2010. The minimum monthly payment obligation of Tharaldson to CRWUD will be temporarily suspended from September, 2009, through April 30, 2010, with the exception of Eight Thousand Seven Hundred Sixty and no/100 Dollars (\$8,760) per month for operations and maintenance. Said temporarily revised minimum monthly payment is a minimum and the monthly payment may be greater to the extent warranted by the volume of water requested that exceeds 3 million gallons for a particular month (3 million gallons x \$2.92/1000 gallons = \$8,760). On May 1, 2010, the parties' water supply and payment obligations regarding treated wastewater supply will return to the parties' respective previous obligations under the MOU, and the

parties need not enter into any additional amendment to the MOU or provide any written notice.

6. **Tharaldson Option to Increase Production.** If Tharaldson's ethanol plant returns to normal production and operation prior to April 30, 2010, and Tharaldson wishes to increase the minimum monthly volume of water from 3 millions of gallons to those amounts provided under Sections 6 and 7 of the MOU, Tharaldson may provide written notice to Fargo and CRWUD of its exercise of its option to increase production and Fargo and CRWUD will increase volume supplies to those amounts identified in Sections 6 and 7 of the MOU on or before the first day of the following month; however, Tharaldson must provide Fargo and CRWUD at least 10 days written notice. If Tharaldson exercises its option to increase production, CRWUD's monthly payment obligations to Fargo regarding its purchase of treated wastewater will return to those obligations provided in Section 6 of the MOU, and Tharaldson's monthly payment obligations to CRWUD regarding its purchase of treated wastewater will return to those obligations provided in Section 7 of the MOU, beginning on the first day of the following month. If Tharaldson exercises its option to increase production prior to April 30, 2010, Fargo's and Tharaldson's original pro-rata shares of all principal, interest, and administrative fee debt repayment obligations will resume regarding CRWUD's \$15,300,000 bond, beginning on the first day of the following month. If Tharaldson exercises its option to increase production, the parties need not enter into any additional amendment to the MOU before the terms in this Section 6 become effective.
7. **Tharaldson Option to Increase Debt Repayment Obligations.** If Tharaldson wishes to resume its previous debt repayment obligations regarding CRWUD's \$15,300,000 bond, without exercising its option to increase production, Tharaldson may provide written notice to Fargo and CRWUD of its exercise of its option to increase debt repayment obligations, and Fargo's and Tharaldson's original pro-rata shares of all principal, interest, and administrative fee debt repayment obligations will resume regarding CRWUD's \$15,300,000 bond, beginning on the first day of the following month. If Tharaldson exercises its option to increase debt repayment obligations, the parties need not enter into any additional amendment to the MOU before the terms in this Section 7 become effective.
8. **Section 10. Term of Agreement.** The term of the MOU, as amended, is extended by the six-month period contemplated by this Second Amendment to the MOU.

IN WITNESS HEREOF, the undersigned have caused this Second Amendment to MOU to be executed in accordance with the terms of this document.

Tharaldson Ethanol Plant I, LLC

By: _____
Matt Tharaldson, President

Date: _____

Cass Rural Water Users District

By: _____
Mark Johnson, Chairman

Date: _____

By: _____
Gary Lee, Secretary

Date: _____

City of Fargo

By: _____
Dennis Walaker, Mayor

Date: _____

ATTEST:

Steven Sprague, City Auditor

Exhibit A

MOU and First Amendment to MOU

[see attached]

Exhibit B

Revised Debt Repayment Schedule

\$15,300,000 Bond

[1 page attached]

Exhibit C

Debt Repayment Schedule

\$330,000 Bond

[1 page attached]

NORTH DAKOTA PUBLIC FINANCE AUTHORITY --- CLEAN WATER STATE REVOLVING FUND PROGRAM

ISRFIDBTSCHDWSRR07\CassRuralWater.xls

PREPARED: 25-Nov-09 08:42 AM

PROGRAM PARTICIPANT:	Cass Rural Water Users District	BOND PAYMENT DATE	PRINCIPAL	INTEREST RATE	INTEREST EXPENSE	SEMI-ANNUAL DEBT SERVICE	ANNUAL DEBT SERVICE	OUTSTANDING BONDS	ADMIN. FEE
MUNICIPAL SECURITIES:	Revenue Bond								
PURPOSE:	Treatment Plant for Ethanol								
PAR AMOUNT:	\$15,300,000	01-Mar-08 *	0.00	3.500%	267,750.00	267,750.00	535,500.00	15,300,000	38,250.00
		01-Sep-08 *			267,750.00	267,750.00		15,300,000	38,250.00
		01-Mar-09	80,000.00	3.500%	267,750.00	267,750.00	615,500.00	15,300,000	38,250.00
		01-Sep-09			266,350.00	266,350.00		15,220,000	38,050.00
		01-Mar-10	1,000.00	3.500%	266,350.00	266,350.00	533,700.00	15,220,000	38,050.00
		01-Sep-10			266,350.00	266,350.00		15,219,000	38,047.50
		01-Mar-11	619,000.00	3.500%	266,332.50	266,332.50	1,151,665.00	14,600,000	36,500.00
		01-Sep-11			266,332.50	266,332.50		14,600,000	36,500.00
		01-Mar-12	645,000.00	3.500%	255,500.00	255,500.00	1,156,000.00	13,955,000	34,887.50
		01-Sep-12			244,212.50	244,212.50		13,955,000	34,887.50
		01-Mar-13	665,000.00	3.500%	244,212.50	244,212.50	1,153,425.00	13,290,000	33,225.00
		01-Sep-13			232,575.00	232,575.00		13,290,000	33,225.00
		01-Mar-14	690,000.00	3.500%	232,575.00	232,575.00	1,155,150.00	12,600,000	31,500.00
		01-Sep-14			220,500.00	220,500.00		12,600,000	31,500.00
		01-Mar-15	715,000.00	3.500%	220,500.00	220,500.00	1,156,000.00	11,885,000	29,712.50
		01-Sep-15			207,987.50	207,987.50		11,885,000	29,712.50
		01-Mar-16	740,000.00	3.500%	207,987.50	207,987.50	1,155,975.00	11,145,000	27,862.50
		01-Sep-16			195,037.50	195,037.50		11,145,000	27,862.50
		01-Mar-17	765,000.00	3.500%	195,037.50	195,037.50	1,155,075.00	10,380,000	25,950.00
		01-Sep-17			181,650.00	181,650.00		10,380,000	25,950.00
		01-Mar-18	790,000.00	3.500%	181,650.00	181,650.00	1,153,300.00	9,590,000	23,975.00
		01-Sep-18			167,825.00	167,825.00		9,590,000	23,975.00
		01-Mar-19	820,000.00	3.500%	167,825.00	167,825.00	1,155,660.00	8,770,000	21,925.00
		01-Sep-19			153,475.00	153,475.00		8,770,000	21,925.00
		01-Mar-20	845,000.00	3.500%	153,475.00	153,475.00	1,151,950.00	7,925,000	19,812.50
		01-Sep-20			138,687.50	138,687.50		7,925,000	19,812.50
		01-Mar-21	875,000.00	3.500%	138,687.50	138,687.50	1,152,375.00	7,050,000	17,625.00
		01-Sep-21			123,375.00	123,375.00		7,050,000	17,625.00
		01-Mar-22	905,000.00	3.500%	123,375.00	123,375.00	1,151,750.00	6,145,000	15,362.50
		01-Sep-22			107,537.50	107,537.50		6,145,000	15,362.50
		01-Mar-23	940,000.00	3.500%	107,537.50	107,537.50	1,155,075.00	5,205,000	13,012.50
		01-Sep-23			91,087.50	91,087.50		5,205,000	13,012.50
		01-Mar-24	970,000.00	3.500%	91,087.50	91,087.50	1,152,175.00	4,235,000	10,587.50
		01-Sep-24			74,112.50	74,112.50		4,235,000	10,587.50
		01-Mar-25	1,005,000.00	3.500%	74,112.50	74,112.50	1,153,225.00	3,230,000	8,075.00
		01-Sep-25			56,525.00	56,525.00		3,230,000	8,075.00
		01-Mar-26	1,040,000.00	3.500%	56,525.00	56,525.00	1,153,050.00	2,190,000	5,475.00
		01-Sep-26			38,325.00	38,325.00		2,190,000	5,475.00
		01-Mar-27	1,075,000.00	3.500%	38,325.00	38,325.00	1,151,650.00	1,115,000	2,787.50
		01-Sep-27			19,512.50	19,512.50		1,115,000	2,787.50
		01-Mar-28	1,115,000.00	3.500%	19,512.50	19,512.50	1,154,025.00	0	0.00
		01-Sep-28			7,152,215.00	7,152,215.00	22,452,215.00	0	0.00
TOTALS			15,300,000.00		7,152,215.00	22,452,215.00	22,452,215.00	906,995.00	

* Payable from capitalized interest.

BOND PAYMENT DATE	PRINCIPAL	INTEREST RATE	INTEREST EXPENSE	SEMI-ANNUAL DEBT SERVICE	ANNUAL DEBT SERVICE	OUTSTANDING BONDS
01-Dec-08			7,837.50	7,837.50		330,000
01-Jun-09	105,000.00	4.750%	7,837.50	112,837.50	120,675.00	330,000
01-Dec-09			5,343.75	5,343.75		225,000
01-Jun-10	110,000.00	4.750%	5,343.75	115,343.75	120,687.50	225,000
01-Dec-10			2,731.25	2,731.25		115,000
01-Jun-11	115,000.00	4.750%	2,731.25	117,731.25	120,462.50	115,000
01-Dec-11			0.00	0.00		0
01-Jun-12			0.00	0.00	0.00	0
01-Dec-12			0.00	0.00		0
01-Jun-13			0.00	0.00	0.00	0
01-Dec-13			0.00	0.00		0
01-Jun-14			0.00	0.00	0.00	0

FIRST AMENDMENT TO JOINT POWERS AGREEMENT

THIS FIRST AMENDMENT is made this ____ day of _____, 2009, by Cass Rural Water Users District, a North Dakota political subdivision (“CRWU”), and the City of Fargo, a North Dakota municipal corporation (the “City”).

RECITALS

A. Tharaldson Ethanol Plant I, L.L.C. (the “LLC”), CRWU, and the City entered into a Memorandum of Understanding dated July 9, 2007 (the “MOU”), under which the parties each agreed to perform certain obligations, including the financing, construction, and maintenance of the infrastructure necessary for delivery of treated wastewater for the LLC’s ethanol plant in Section 33 of Casselton Township, Cass County, North Dakota, and for the return of plant wastewater to the City’s wastewater treatment plant (the “Project”).

B. Under the MOU, CRWU agreed to construct the Project, including a membrane treatment plant, pump stations, forcemains, and other necessary appurtenances for delivery of the water supply and wastewater return infrastructure, and CRWU agreed to finance the Project through issuance of bonds, payable by both the LLC and the City for their corresponding obligations under the MOU.

C. Following execution of the MOU, and in accordance with Section 54-40.3-01 of the North Dakota Century Code, CRWU and the City entered into a Joint Powers Agreement dated September 13, 2007 (the “JPA”), regarding, among other items, the City’s repayment obligations regarding the Project.

D. Due to certain manufacturing and production issues at the LLC’s ethanol plant, CRWU, the City, and the LLC entered into a Second Amendment to the MOU under which the parties agreed to temporarily reduce the minimum monthly volume of water the City must provide to CRWU, and CRWU must subsequently provide to the LLC, under Sections 6 and 7 of the MOU.

*Cass Rural Water Users District
City of Fargo
Tharaldson Ethanol Plant
First Amendment to Joint Powers Agreement*

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E. In addition, under the Second Amendment to the MOU, the parties agreed to reduce the minimum monthly payments for treated wastewater supply from CRWU to the City, and from the LLC to CRWU, under Sections 6 and 7 of the MOU.

F. In addition, under the Second Amendment to the MOU, the parties agreed to temporarily suspend the City's debt repayment obligations and to reduce the LLC's debt repayment obligations regarding the bonds issued by CRWU to finance the Project.

G. The City and CRWU wish to amend the JPA to temporarily suspend the City's debt repayment obligations, and to otherwise amend the JPA as necessary.

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

AGREEMENT

1. **Interpretation.** This First Amendment modifies and supplements the JPA. Wherever a conflict exists between this First Amendment and the JPA, the provisions of this First Amendment will control. Except as modified and supplemented in this First Amendment, the JPA is in full force and effect.

2. **Debt Repayment Obligations.** Under the MOU, as amended, and the JPA, CRWU agreed to work with the North Dakota Department of Health and the North Dakota Public Finance Authority to sell bonds to finance construction of the Project, including those portions of the Project for which the City is responsible regarding debt repayment. Under the JPA, the City agreed to repay CRWU the full amount of principal, interest, and administrative fees charged by the North Dakota Public Finance Authority regarding the bonds issued by CRWU to finance those portions of the Project for which the City is responsible for repayment.

*Cass Rural Water Users District
City of Fargo
Tharaldson Ethanol Plant
First Amendment to Joint Powers Agreement*

In light of certain manufacturing and production issues at the LLC's ethanol plant, and in light of the parties' agreements in the Second Amendment to MOU to reduce the minimum monthly treated wastewater supply and minimum monthly payments for treated wastewater, the parties have cooperated with the North Dakota Public Finance Authority to arrive at a mutually-acceptable temporary reduction regarding the LLC's and the City's debt repayment obligations regarding the \$15,300,000 bond issued by CRWU to finance the Project. Specifically, effective upon the City's and CRWU's execution of this First Amendment, the City will have no principal, interest, or administrative fee payment obligations through September 1, 2010, under the revised debt repayment schedule attached as **Exhibit A**. Rather, the LLC is responsible for all principal, interest, and administrative fee payment obligations due the North Dakota Public Finance Authority under the revised debt repayment schedule attached as **Exhibit A** on September 1, 2010 (i.e., \$1,000 principal payment due on September 1, 2010, and all interest and administrative fee payment obligations due through September 1, 2010). However, beginning September 1, 2010, the City will be responsible for its pro-rata share of all principal, interest, and administrative fee debt repayment obligations regarding those portions of the Project for which the City is responsible for repayment under the revised debt repayment schedule attached as **Exhibit A**.

3. **The LLC's Option to Resume Water Supply.** Under Section 6 of the SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING previously executed by CRWU, the LLC, and the City, the LLC has the option of requesting an increase in supply regarding treated wastewater, to resume supply to those amounts identified under the MOU. If the LLC exercises its option to increase and resume water supply, CRWU will resume its previous payment obligations to the City regarding minimum monthly payments for its purchase of treated wastewater, and the City will resume its previous payment obligations regarding debt repayment obligations for purposes of

*Cass Rural Water Users District
City of Fargo
Tharaldson Ethanol Plant
First Amendment to Joint Powers Agreement*

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CRWU's \$15,300,000 bond, beginning on the first day of the following month. More specifically with regard to the City's debt repayment obligations, if the LLC exercises its option to increase water supply under Section 6 of the SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING prior to April 30, 2010, the City will resume its pro-rata share of all principal, interest, and administrative fee debt repayment obligations regarding those portions of the Project for which the City is responsible for repayment regarding CRWU's \$15,300,000 bond, beginning on the first day of the following month, without the need for CRWU and the City to enter into any additional amendment to the Joint Powers Agreement.

4. **The LLC's Option to Resume Debt Repayment Obligations.** Under Section 7 of the SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING previously executed by CRWU, the LLC, and the City, the LLC has the option of resuming its previous debt repayment obligations regarding CRWU's \$15,300,000 bond, even if the LLC does not exercise its option to request an increase in water supply under Section 6 of the SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING. If the LLC exercises its option to resume debt repayment obligations, the City will resume its previous payment obligations to CRWU regarding debt repayment obligations for purposes of CRWU's \$15,300,000 bond. More specifically, if the LLC exercises its option to exercise its option to resume debt repayment obligations under Section 7 of the SECOND AMENDMENT TO MEMORANDUM OF UNDERSTANDING, the City will resume its pro-rata share of all principal, interest, and administrative fee debt repayment obligations regarding those portions of the Project for which the City is responsible for repayment regarding CRWU's \$15,300,000 bond, beginning on the first day of the following month, without the need for CRWU and the City to enter into any additional amendment to the Joint Powers Agreement.

*Cass Rural Water Users District
City of Fargo
Tharaldson Ethanol Plant
First Amendment to Joint Powers Agreement*

IN WITNESS WHEREOF, the City and the District executed this Agreement on the date written above.

CASS RURAL WATER USERS DISTRICT

By: _____
Mark Johnson, President

By: _____
Gary Lee, Secretary

*Cass Rural Water Users District
City of Fargo
Tharaldson Ethanol Plant
First Amendment to Joint Powers Agreement*

CITY OF FARGO

By: _____
Dennis Walaker, Mayor

By: _____
Steven Sprague, City Auditor

*Cass Rural Water Users District
City of Fargo
Tharaldson Ethanol Plant
First Amendment to Joint Powers Agreement*

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EXHIBIT A

Revised Debt Repayment Schedule

\$15,300,000 Bond

REPORT OF ACTION

UTILITY COMMITTEE

Project No. NA Type: Amendment to MOU
 Between City of Fargo/Cass
 Rural Water Users District/
 Tharaldson Ethanol

Location: Wastewater Treatment Plant

Date of Hearing: 10/07/09

Routing _____	Date _____
City Commission _____	_____
Project File _____	_____

Bruce Grubb, Enterprise Director, presented the attached memo related to the existing Memorandum of Understanding (MOU) between the City of Fargo, Cass Rural Water Users District and Tharaldson Ethanol. The MOU contains a minimum payment ("take or pay") provision requiring Cass Rural Water to purchase no less than 15 million gallons of water (\$37,800) per month from the City of Fargo.

Cass Rural Water was informed by Tharaldson Ethanol of a planned shutdown of their ethanol plant for a period of 6 months. The shutdown is necessary to replace the plant's grain dryer equipment. The original vertical grain drying equipment has caused excessive downtime for maintenance and will be replaced with new horizontal drying equipment.

As such, Tharaldson Ethanol contacted Cass Rural Water and requested a temporary suspension of their MOU monthly debt service payment obligations (SRF loan repayment to Cass Rural Water) during the shutdown period. Subsequently, Cass Rural Water contacted the North Dakota Public Finance Authority and received a 6-month suspension of the "principal" portion of the SRF loan repayment obligation, on the condition that the "interest" portion continue to be paid each month.

As a result, Cass Rural Water contacted the City and requested a similar suspension of their take or pay obligation (\$37,800 per month) during the shutdown period, with the exception of basic expenses for staffing, chemicals, electricity and natural gas. In addition, Cass Rural Water would suspend the City's MOU capital repayment obligation (\$31,240 per month) during the shutdown period.

Jim Hausauer has reviewed the minimal monthly operating expenses that would be associated with a shut down period and determined a minimum monthly expense of \$7,500. Thus, the monthly economic impact would be as follows:

<u>Current MOU</u>		<u>Temporary Amendment</u>	
Take or Pay Income	\$37,800	Take or Pay Income	\$7,500
Capital Repayment	(\$31,240)	Capital Repayment	\$ 0
Net =	\$ 6,560	Net =	\$7,500

Therefore, it is the staff recommendation to approve the drafting of a temporary amendment to Section 6 of the MOU to include the following basic terms between the City of Fargo and Cass Rural Water Users District.

On a motion by Pat Zavoral, seconded by Mike Williams, the Utility Committee voted to approve a

temporary amendment to reduce the minimum monthly payment obligation of Cass Rural Water Users District to the City of Fargo to \$7.500.

COMMITTEE:

Present Yes No Unanimous

X

Proxy

- Dennis Walaker, Mayor
- Mike Williams, City Commissioner
- Pat Zavoral, City Administrator
- Mark Bittner, City Engineer
- Kent Costin, Director of Finance
- Ron Hendricksen, Water Plant Supt.
- Peter Bilstad, Wastewater Plant Supt.
- Bruce Grubb, Enterprise Director
- Scott Liudahl, City Forester
- Terry Ludlum, Solid Waste Utility Manager
- James Hausauer, Wastewater Util. Manager
- Al Weigel, Public Works Operations Manger

X

X

X

X

X

X

X

X

X

X

X

ATTEST:



Bruce P. Grubb
Enterprise Director

- C: Commissioner Mahoney
- Commissioner Wimmer
- Commissioner Piepkorn



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

October 2, 2009

MEMORANDUM

To: Utility Committee

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

Re: MOU between City of Fargo/Cass Rural Water Users District/Tharaldson Ethanol

On Thursday, October 1, 2009, Jim Hausauer and I met with Jerry Blomeke (CRWUD) and Kyle Newman (Tharaldson Ethanol) to discuss a planned shut-down of Tharaldson Ethanol for the purpose of installing a new grain dryer system. The shut-down is scheduled for 6 months (Oct. – Apr.). Apparently, the original vertical dryer system has caused excessive downtime for maintenance and will be replaced with a new horizontal dryer system.

For that reason, Kyle Newman contacted Jerry Blomeke with a request to minimize (to the extent possible) their debt service repayment obligations through the 6 month shut-down period. In response, Jerry contacted the North Dakota Public Finance Authority and was successful in receiving a 6 month suspension of the "principal" portion of the SRF loan repayment (remaining obligation to pay "interest").

Subsequently, Jerry contacted us and requested a 6 month suspension of the MOU "take or pay" provision (Section 6) which currently requires a minimum monthly payment of \$37,800 (15 million gallons), with the exception of basic expenses for staffing, chemicals, electricity and natural gas. In exchange, CRWUD would suspend Fargo's monthly debt service obligation of \$31,240 for the 6 month shut-down period.

Jim Hausauer has reviewed the minimal operational expenses that would be associated with a 6 month shut-down period and determined the following:

Staffing:	\$ 2,700 (80 hrs. per month)
Chemicals:	\$ 1,700 (3 million gallon equivalent)
Electricity:	\$ 1,300 (3 million gallon equivalent)
Natural Gas:	\$ 600 (3 million gallon equivalent)
Miscellaneous:	\$ 1,200 (equipment and lab supplies)
TOTAL	\$ 7,500

Jim and I have reviewed the CRWUD request and recommend that the City take the following action in an effort to help secure Tharaldson Ethanol's future as a water customer.

- Approve a 6 month suspension of the MOU take or pay provision of \$ 37,800 for CRWUD
- Accept a 6 month suspension of the debt repayment obligation of \$31,248 for Fargo
- Approve a 6 month interim minimum payment provision of \$ 7,500 for CRWUD if water delivery is less than 3 million gallons per month

Your consideration in this matter is greatly appreciated.



Memorandum

Date: 25 November 2009
To: Board of Commissioners, City of Fargo
From: Robert C. Stein
Re: Change Order #1 for the Skyway Replacement

Please find attached Change Order Proposal #1 from Heyer Engineering for changes related to the skyway reconstruction. This change order was required to allow for the additional design work that was needed to complete this project

- Cost of additional design work (Change Order #1) was \$12,715; and

The total amount of Change Order #1 is \$12,715. 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 Order #1 requested by Heyer Engineering for costs of providing additional design work for the skyway replacement.



HEYER ENGINEERING, PC
Structural Consultant

1020 36th Street SW
Fargo, ND 58103
701-280-0949
701-280-9686 Fax
www.heyerengineering.com

123 3rd St North Suite 600
Minneapolis, MN 55401
612-238-3805
612-238-3806 Fax

November 25, 2009

Robert Stein
City of Fargo
200 3rd Street North
Fargo, ND 58102

Re: US Bank Parking Ramp Demolition/ Skyway
Fargo, ND

Dear Robert;

As a follow up to Jim Heyer's letter dated October 30, 2009 and discussions following the letter. It was agreed our contract for design services would be amended as described below, due to project scope change.

Compensation for design services set forth in Exhibit A paragraph A1.01.4C "Construct a temporary length of skywalk to replace the section removed...". Will be modified from the original agreement of a maximum fee of \$18,500 to 10% (Ten percent) of the total construction cost.

Construction bids received totaled $\$312,150.00 \times .10 = \$31,250.00$

This will increase the contracted amount by \$12,750 (twelve thousand seven hundred fifty dollars)

Sincerely,

Dave Bruns PE
Heyer Engineering, PC



**PUBLIC WORKS
OPERATIONS**

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

November 30, 2009

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

Commissioners:

This past May Requests for Proposals were received for Automated Arm Refuse trucks. A recommendation was made and approved by the City of Fargo Commission May 18, 2009 to split the award and lease 4 (four) trucks, two each from Northern Truck and Sanitation Products respectively.

<u>Firm</u>	<u>Lease Quote</u>	<u>Total (5yr) per unit</u>	<u>Purchase</u>
Northern Truck Equipment	\$42,527.95	\$212,639.75	\$199,497.00
Sanitation Products	\$42,508.00	\$212,540.00	\$205,047.00
McNeilus Corp	\$43,918.51	\$219,595.00	\$199,647.00

In order to lock in 2009 pricing from the May Request for Proposal we are recommending the purchase of two more trucks for which funding is included in the 2010 budget.

Northern Truck Equipment	\$199,497.00
Sanitation Products	\$205,047.00

SUGGESTED MOTION:

Approve the recommendation to purchase one truck from Northern Truck Equipment and one truck from Sanitation Products for a sum total of **\$404,544.00**

Respectfully Submitted,

Harold Pedersen
Fleet Services Manager

Central Fueling,
Fleet Purchase
And Vehicle Maintenance

Right of Way Maintenance
Sanitary & Storm
Sewer Maintenance

Snow Removal
Street Maintenance
Street Name Sign Maintenance

Urban Forestry
Watermeters
Watermain Distribution



PUBLIC WORKS/OPERATIONS

Fleet Management, Forest Streets & Sewers, Watermete Watermains & Hydrar 402 23rd STREET NOR FARGO, NORTH DAKOTA 581 PHONE: (701) 241-14 FAX: (701) 241-81

November 20, 2009

(N)

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

Commissioners:

The Division of Solid Waste respectfully recommends the sole source purchase of a residential curbside recycling truck with Kann Manufacturing. The basis of the sole source procurement is that there are currently no other manufacturers that are able to provide a similar truck that would be compatible with the existing collection program of curbside recyclables.

Sanitation products has provided the attached quotation of \$135,739.00 for purchase of a truck chassis with the Kann Trough Loader. Funding for the lease payment has been included on the 2010 Solid Waste budget.

Your attention in this matter is greatly appreciated.

Recommended motion:

Approve the sole source procurement of a Kann Manufacturing curbside recycling truck to Sanitation Products for the amount of \$135,739.00.

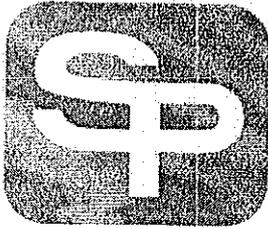
Respectfully Submitted,

[Handwritten signature of Allan Erickson]

Allan Erickson Fleet Management Specialist

Attachment





SANITATION PRODUCTS, INC.

Box 166 • 1402 41st St. NW
FARGO, ND 58107
701-282-0296 FAX: 701-277-1149
Box 1261 • 901 E. 48th St. N.
SIOUX FALLS, SD 57101
605-332-2487 FAX: 605-332-2349

November 19, 2009

City of Fargo
Attn: Terry
2301 8th Ave
Fargo, ND

As per your request for a quotation on a Recycling Collection Vehicle, Sanitation Products proposes the following.

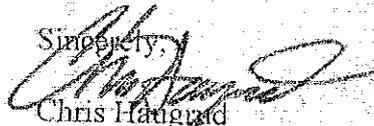
- (1) One Kann Trough Loader equipped as per existing currently owned units. (Sister trucks & built same as)
- (1) One 7400 Series Chassis as per enclosed specification.

Camera System
Durabak coating package

FOB Fargo, North Dakota.....	\$ 145,739.00
Less Lodal trade, s/n K006135.....	\$ 10,000.00
	<u>\$ 135,739.00</u>

This quotation good for 30 days.

If you have any questions, please give me a call.

Sincerely,

Chris Haugrud
Sanitation Products, Inc.

REPORT OF ACTION
VENDOR SELECTION COMMITTEE
ROBOTIC TOTAL STATION

Date of Hearing: November 24, 2009

<u>Routing</u>	<u>Date</u>
City Commission	<u>11/30/09</u>
Selection Committee	<u>X</u>

Proposals Received for:
 Robotic Total Station Purchase

Proposals were received from the following vendors:

Frontier Precision, Inc.

The proposals were based on the criteria outlined within the RFP:

	<u>Percentage</u>
1. Price	33 1/3
2. Product quality and compliance with specifications	33 1/3
3. support and ongoing service options	33 1/3

Following review of the proposal, the ranking was determined unnecessary with a single vendor.

The Committee verified that the proposal met specifications outlined within the RFP. Frontier Precision's proposal was within budget estimate and acceptable to the Selection Committee.

RECOMMENDED MOTION:

Concur with vendor selection and recommend purchase of Robotic Total station from Frontier Precision, Inc. in the amount of \$29,495.

<u>COMMITTEE:</u>	<u>Present</u>	<u>Yes</u>	<u>No</u>	<u>Unanimous</u>
				<u>X</u>
				<u>Proxy</u>
Brent Wacha, Engineering Specialist	<u>X</u>	<u>X</u>		
Don Weixel, Eng. Tech III	<u>X</u>	<u>X</u>		
Jeremy Grandstrand, Eng. Tech III	<u>X</u>	<u>X</u>		



 Mark H. Bittner
 City Engineer

COVER SHEET
CITY OF FARGO PROJECTS



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

Exact, full name of Improvement District as it will appear in the Contract:

PC Concrete Pavement, Grading, Storm Drains, Sanitary Sewer, Signals, Lighting & Incidentals

Improvement District No. 5700

Create District	<u>November 30</u>	, <u>2009</u>
Advertise	<u>December 7 & 14</u>	, <u>2009</u>
Protest Period Ends	<u>January 6</u>	, <u>2010</u>
Bid Opening Date	<u>January 29(NDDOT Opening)</u>	, <u>2010</u>
Completion Date	<u>November 15</u>	, <u>2010</u>

- X PWPEC Report (Attach Copy) **Part of 2010 CIP**
- X Engineer's Report (Attach Copy)
- N/A Direct City Auditor to Advertise for Bids (To be bid by NDDOT)
- N/A Bid Quantities (Attach Copy for Auditor's Office Only)
- X Notice to Property Owners (Dan Eberhardt)

Project Engineer Cody Eilertson

Phone No. 241-8562

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

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

PC CONCRETE PAVEMENT, GRADING, STORM DRAINS, SANITARY SEWER,
SIGNALS, LIGHTING & INCIDENTALS

IMPROVEMENT DISTRICT NO. 5700

Nature and Scope

This project includes construction of the following improvements:

1. 45th Street South interchange improvements at I-94.
 - Construction to include:
 - Widening 45th Street South from north side of I-94 overpass to 23rd Avenue South. Widen from 4 through lanes to 6 through lanes plus turn lanes.
 - Add a loop ramp in the NE quadrant of the 45th Street South / I-94 interchange.
 - Construct auxiliary lanes on I-94 between I-29 and 45th Street South.

2. Widening 45th Street South from 26th Avenue South to 32nd Avenue South. Widen from 4 through lanes to 6 through lanes, no right turn lanes.

3. Convert the 45th Street South 2-lane rural asphalt roadway to an urban concrete roadway with 6 through lanes, no right turn lanes, from 32nd Avenue South to 52nd Avenue South.
 - Construction to include:
 - Storm sewer laterals from 32nd Avenue South to 40th Avenue South
 - Storm sewer system from 32nd Avenue South to 52nd Avenue South
 - Urban street lighting
 - Bike trails / sidewalks
 - Traffic signal relocation at 32nd Avenue South
 - Traffic signals at 40th Avenue South

4. Interceptor sanitary sewer from 32nd Avenue South to 52nd Avenue South.

Purpose

These projects are on the arterial street system and are necessitated by the traffic demands of large commercial and residential developments south of I-94 along 45th Street South. Part of this project is to install an interceptor sanitary sewer to serve future growth, part is to convert the current rural roadway with ditches into an elevated urban roadway section, and part is to expand and widen current roadway facilities along the corridor. These improvements will correct several deficiencies, including insufficient capacity and inadequate access. These improvements will provide access to allow development to occur in this area.

Feasibility

The projects will be funded by Federal funds, Special Assessments, Sewer Utility funds, and Street Sales Tax as follows:

45th Street South / I-94 Interchange Improvements (item 1 above)

Estimated Cost (Including Engineering and Admin Fees)	\$ 8,396,000
Estimated Assessed Cost	1,000,000
State Funds	740,000
Federal Funds	6,656,000

45th Street South Widening (item 2 above)

Estimated Construction Cost	\$ 738,000
Plus 25% Engineering and Admin Fees	184,500
Sub-Total (Street Sales Tax)	<u>\$ 922,500</u>

45th Street South Construction (item 3 above)

Estimated Construction Cost	\$ 13,212,000
Plus 32% Engineering and Admin Fees (Assessed Portion)	2,304,000
Plus 25% Engineering and Admin Fees (Non-Assessed Portion)	1,503,000
Sub-Total	<u>\$ 17,019,000</u>

Estimated Assessed Cost	\$ 7,200,000
Federal Stimulus Funds	\$ 3,787,000
Federal Funds	\$ 5,000,000
City Funds (Street Sales Tax)	\$ 1,032,000

45th Street South Interceptor Sanitary Sewer (item 4 above)

Estimated Construction Cost	\$ 4,050,000
Plus 32% Engineering and Admin Fees (Assessed Portion)	864,000
Plus 25% Engineering and Admin Fees (Non-Assessed Portion)	337,500
Sub-Total	<u>\$ 5,251,500</u>

Estimated Assessed Cost	\$ 2,700,000
Estimated Infrastructure Sales Tax with SRF Loan	\$ 2,551,500

Totals

Total Estimated Cost	\$ 31,589,000
Estimated Assessed Cost	\$ 10,900,000
Estimated State and Federal Funds	\$ 16,183,000
Estimated City Funds (Street Sales Tax)	\$ 1,954,500
Estimated Infrastructure Sales Tax with SRF Loan	\$ 2,551,500

We believe this project to be cost effective.



April E Walker
April Walker, P.E.
Senior Engineer

November 2009

**CITY OF FARGO
ENGINEERING DEPARTMENT**

LOCATION & COMPRISING

**P.C. CONCRETE PAVEMENT, GRADING, STORM DRAINS, SANITARY
SEWER, SIGNALS, LIGHTING, AND INCIDENTALS**

IMPROVEMENT DISTRICT NO. 5700

LOCATION:

On 45th Street from 19th Avenue South to 52nd Avenue South.

COMPRISING:

The following described land located in Township 139 N, Range 49 W, City of Fargo, Cass County, North Dakota:

All of the land in the east half of Section 21.

All of the land in the southwest quarter of Section 21 lying east of 51st Street South.

All of the land in Sections 22, 27, 28, 32, and 33.

The land in the northwest quarter of Section 34 bounded on the north by the north line of said Section 34, on the south by 44th Avenue South, on the east by 43rd Street South, and on the west by the west line of said Section 34.

The land in the west half of Section 34 bounded on the north by 44th Avenue South, on the south by 49th Avenue South, on the east by Woodhaven Drive South, and on the west by the west line of said Section 34.

Lots 1 through 7, inclusive, Block 1.

Lots 18 through 38, inclusive, Block 2.

All in Woodhaven 5th Addition.

All of the foregoing located in Township 139 N, Range 49 W, City of Fargo, Cass County, North Dakota.