



**REQUEST FOR PROPOSALS
FOR
ENGINEERING SERVICES**

Project No. NR-26-D0

**Proposals Due:
July 17, 2026
12:00 PM CST**



Approved:

Nathan Boerboom, PE
Assistant City Engineer

6/17/2026

Date



Engineering Services

A complete RFP Package is available to download by clicking the “Bonfire” link on the City’s Bidding Opportunities website: fargond.gov/work/bids-and-procurement

Proposals must be uploaded to fargond.bonfirehub.com/. For technical questions related to your submission, please contact Bonfire at Support@GoBonfire.com.

Qualified firms interested in responding to the RFP are required to do so by:

- **12:00 p.m. Central Standard Time on Friday, July 17, 2026**

Thank you for your interest.

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Part 1 General

The City of Fargo, hereinafter referred to as the “City,” is soliciting proposals for one project as follows:

Project No. NR-26-D0 – This project includes the rehabilitation of two existing storm sewer lift stations #67 and #68 located along Southeast Cass Water Resource District’s (SE Cass) Drain 27, approximately 900 feet south of 44th Avenue South. Additionally, there is a storm sewer culvert removal and storm sewer reroute adjacent to SE Cass Drain 27 at 44th Avenue South. The project design for lift stations #67 and #68 will take place during 2026 with construction occurring in 2027.

The City is seeking qualified and experienced consultants, referred to as “Proposers or Offerors,” to submit proposals that comply with the requirements outlined in this Request for Proposal (RFP). The specific scope of work is further detailed within the RFP.

The City reserves the right to cancel or postpone this RFP by providing written notice before the proposal due date. The City also reserves the right to reject any or all submittals or accept what is, in its judgment, the submittal(s) which is/are in the City’s best interest. The City further reserves the right, in the best interests of the City, to waive any technical defects or irregularities in any/all submittals.

All questions regarding this RFP shall be submitted through the Bonfire portal. Responses to questions will be posted as an Addendum titled *Questions and Answers*, with public view to all Vendors. Vendors are invited and encouraged to ask as many questions as are necessary to reach a thorough understanding of any of the requirements.

The City hereby notifies all Proposers that it will affirmatively ensure that regarding any contract entered, pursuant to this request, minority business enterprises will be afforded full opportunity and are encouraged to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

The City is soliciting proposals for one project. The proposal submission requirements are noted in Section 6 of this RFP and, in general, shall consist of a section noting the firms’ background, experience, and personnel and specific sections pertaining to the project that is covered in the proposal.

1.1 RFP Timeline

RFP Issued: June 17, 2026

Deadline for Requests for Information/Clarifications: By 4:30pm CST on July 1, 2026

Responses Posted as Addendum titled *Questions and Answers*: By 4:30pm CST on July 8, 2026

Full RFP Due Date: By 12:00 pm CST on July 17, 2026

1.2 Contact Person and Email

Nathan Boerboom, Assistant City Engineer
Email: NBoerboom@FargoND.gov

Michael Monson, Civil Engineer
Email: MMonson@FargoND.gov

Part 2 Overview & Background of Projects

2.1 Project No. NR-26-D0 – Storm Sewer Lift Station Rehabilitation Project

The existing lift stations #67 and #68 were installed in 2003 and during periods of high water in SE Cass's Drain 27, the pumps experience short cycling due to the pump capacity exceeding the upstream storm sewer pipe capacity. When water levels in the adjacent ponds reach the existing high flow storm sewer pipes, the pump short cycling is reduced but not eliminated.

We are seeking assistance from qualified and experienced consultants to assist with advancing this project from the current conceptual level to final design, construction, and project closeout. The selected consultant will be required to work closely with the City, SE Cass, adjacent property owners, and private utility companies in developing the project.

Part 3 Background

Both lift stations #67 and #68 are located approximately 900 feet south of 44th Avenue South adjacent to SE Cass's Drain 27. Lift Station #67 is located adjacent to the east embankment of Drain 27. Lift Station #68 is located adjacent to the west embankment of Drain 27. Runoff through these two lift stations have gravity and pump condition flows and both are operated by the City. Both lift stations #67 and #68 were originally constructed in 2003, and both have insufficient flows directed to them today. Additionally, both existing lift stations currently only have one pump each to handle storm water runoff during high water events along Drain 27 and the Red River. The City's procedure is to have redundant pumping capacity in storm sewer lift stations in the event of a pump failure during high-water event operation.

Both existing lift stations will need to be evaluated to determine if the existing wet well structures have adequate capacity to add a second redundant pump to the structures. To properly size the two replacement pumps, the selected consultant will be required to review the existing lift station structures and complete hydraulic modeling of each lift station's contributing drainage area. It is anticipated that given the size of each existing pump and cycling issues that adding a second redundant pump to each structure will result in the need to add additional capacity to both wet well structures through either expansion of the existing structures, demolition and construction of a new structure at both lift station locations, or modifications to the storm sewer system upstream of the lift stations.

For the purpose of this RFP's scope of work, the consultant shall base their cost proposal (design and plan preparation line item) on the removal and replacement of the two existing structures. During project development, after the evaluation of the existing structures and alternatives stated above, the City and the selected consultant will review the project's scope and develop an addendum to the contract for the appropriate design budget of the selected alternative.

If determined that the existing structures can be utilized and/or modified, the selected consultant will be required to design a rehabilitation project for each lift station, which would include the reuse, or if necessary, replacement of the pump, discharge piping, control panel, catwalk, flap/sluice gate, etc.

As part of the proposed drainage improvements, there is an existing CMP storm sewer culvert with flap gate located within SE Cass's Drain 27 to be removed. The stormwater that is currently conveyed through this culvert is to be redirected and connected to existing City stormwater infrastructure adjacent to SE Cass's Drain 27. The new stormwater connection will ensure positive drainage and permanent flood protection.

It is the City's intention to bid one construction project for whichever alternative is selected.

The following are some additional details regarding the lift stations:

1. Storm Sewer Lift Stations #67 & #68

- a) Originally constructed in 2003.
- b) Wet wells are in-line with the gravity flow storm sewer system.
- c) An InfoSWMM model, dated 2015, has been created for this area.
 - i. The selected consultant shall be required to convert this model to XPSWMM prior to completing the hydraulic modeling.
 - ii. The cost proposal submitted shall include appropriate budget to complete any necessary updates to the model as well as the conversion to XPSWMM.
 - iii. The previously completed model can be downloaded here: <https://fileshare.fargond.gov/index.php/s/PTMNQc6ZeatBFNm>

This project's full preliminary concept, including the two existing storm sewer lift station locations and drainage improvements, can be seen on the maps included in Appendix B.

The following items could also be design challenges, issues and/or assumptions for the project:

- Consultant shall complete an interior storm water analysis for each storm sewer lift station for the scenarios previously mentioned above.
- Structural evaluation of the existing storm sewer lift station structures.
- Access to existing lift stations from a City street is limited and design considerations should include proper driveway access being added to the project.
- Geotechnical evaluation of the soils surrounding the existing storm sewer lift stations for stability, including soil boring extents, and soil bearing capacity for the alternatives being considered.
- Impacts to existing City owned infrastructure and small utilities.
- Small utility relocations may be necessary. The selected consultant will be required to work with these affected utilities immediately to develop a solution for relocation, and make certain relocations are completed in a timely manner that does not result in a delay to the lift station construction projects.
- Lift station staging and construction area availability.
- Storm water runoff during construction period.

Part 4 General Information

4.1 City-Provided Items

- a) Record plans of any past projects that the City has completed.
 - i. FTP Link to record drawings on file of LS #67 and #68: <https://fileshare.fargond.gov/index.php/s/PTMNQc6ZeatBFNm>
- b) TIFF format digital imagery 0.5', 1.0', 2.0', 4.0' & 8.0' pixel resolution.
- c) Digital plat and parcel base maps.
- d) Municipal infrastructure information – paving, underground utilities (sanitary sewer, water, storm), street lights, etc.
- e) InfoSWMMM model.
 - i. FTP Link to SWMM model: <https://fileshare.fargond.gov/index.php/s/PTMNQc6ZeatBFNm>
- f) Digital Terrain Model (DTM) to 1" = 100' National Map Accuracy Standards (LiDAR compiled). 2023 captured DTM.

4.2 Consultant Software Requirements

- a) AutoCAD Civil 3D
- b) InfoSWMM
- c) XPSWMM
- d) PipeTech View or Windows Media Player

4.3 Proposal Security

There is no proposal security requirement as part of this proposal.

4.4 Standing with City

No proposal will be accepted from, nor will a subcontract be awarded to, any respondent who is in arrears to the City, upon any debt or contract; who is in default, as surety or otherwise, upon any obligation to the City; or who is deemed to be irresponsible or unreliable by the City.

4.5 Debarment

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

This project is being funded by the Metro Flood Diversion Authority, who is using multiple sources of funding for the project. Therefore, the selected consultant will be required to complete the following items prior to the issuance of the contract:

- a) Complete and submit the certification and disclosure forms in Appendix C to 40 CFR Part 34 pertaining to federal lobbying restrictions.
- b) Comply with the federal non-discrimination requirements set forth in Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, The Age Discrimination Act of 1975, Section 13 of the Federal Water Pollution Act Amendments of 1972, and Title 40 CFR Part 7 of the Environmental Protection Agency.
- c) Certify that they are not federally debarred.

Part 5 Scope of Engineering Services

Services shall be provided in accordance with the *“Consultant Guide for Project Development, Plan Development, and Bidding of Public Infrastructure Projects, City of Fargo Engineering Department, October 2021”* which can be downloaded at:

<https://fargond.gov/city-government/departments/engineering> through the “Engineering Resources Center” link on the webpage.

5.1 Project Administration

The Consultant shall provide a qualified project manager. The project manager will be responsible for coordinating all project activities including keeping the project on schedule. The project manager will coordinate all project activities between the City, SE Cass, and other interested parties.

The project manager will be responsible for setting up a Project Review Committee (PRC) consisting of representatives from the City of Fargo and the Consultant. The Project Review Committee meetings can be in-person but will mostly be virtual check-in monthly meetings. Consultants should expect these meetings to be no longer than 60 minutes. The goal of these virtual meetings is to improve communications between the City and consultant staff, and to keep the project on schedule. The project manager will organize these meetings, develop an agenda for the meetings, conduct the meetings and prepare detailed minutes for distribution. At least one day in advance of a meeting, the project manager shall provide any pertinent documents to the City.

The project manager will provide the City's representative with monthly progress reports for the project. As a minimum, the progress reports will recap activities completed to date, identify any problems that may delay the project, list dates or decisions necessary to keep the project on time and identify any potential problem budget concerns. The monthly project reports shall also discuss any conversations held with the private utility companies regarding any coordination or relocation issues of these utilities impacted by the project.

The following are some additional items that the project manager will be responsible for:

- a) Establishing and implementing ongoing project management strategies.
- b) Coordination with the City's Project Manager to discuss work products and project schedule.
- c) Meet with City of Fargo staff to discuss project status as deemed necessary by the Project Manager.
- d) Coordinating the work to be completed, time schedule, cost allowance and deliverables.
- e) Refine the Scope of Work as required by changing project conditions.
- f) Providing technical direction and coordinating the various disciplines and specialists required for the project.
- g) Coordinating the input and output between the various disciplines through periodic technical review of project activities with project staff.
- h) Assuring the project work program is completed on time, through the monitoring of task performance as compared to planned performance, and within budget, through strict monitoring of total project expenditures against time phase budget.
- i) Reviewing the products developed in each work task and recommending appropriate additions and corrections.
- j) Coordination of easement acquisition tasks.

5.2 Project Development

1. It is anticipated that there will be six project review committee meetings prior to bid openings, scheduled as necessary to meet the deadlines determined for the project. There will be a kick-off meeting, a 30% plans complete meeting, a 50% plans complete meeting, a 95% plans complete meeting and two additional meetings as necessary. These meetings are on top of the meetings discussed below in the Preliminary Engineering and Final Design sections.
2. Preliminary Survey
 - Complete a full topographic survey of above and below ground facilities in the project area.
 - NAVD88 Vertical Datum
 - City of Fargo Coordinate System
3. Preliminary Engineering
 - Collect all available data pertaining to the project location including digital base mapping, right of way and property lines, utility data, drainage data, etc.
 - Review base map data and update as required to reflect any changes since original mapping. Add underground utilities, etc. and annotate as needed.
 - Complete geotechnical analysis, including field data collection, laboratory analysis and summary report with recommendations.
 - Evaluate the existing structures and determine if a second pump is able to be incorporated into the existing structure, if the existing structure could be modified for the incorporation of a second pump, or if new structures are necessary.
 - Develop conceptual layout of selected alternative of each lift station.
 - Assume conceptual layout will need to be revised twice based on feedback from the City and SE Cass.
 - Determine potential utility impacts and reconstruction.
 - Private utility companies should be notified of potential project during preliminary engineering phase. Coordination meetings should be held with private utility companies once conceptual layout has been determined.
 - Property Owner Involvement.

- Assume two (2) meetings with the adjacent residents during preliminary design of lift stations #67 and #68.
 - Evaluate condition of existing storm sewers to remain by visual inspection and review of City-supplied videos. (Video format will be .ptv, viewable in PipeTech View or Windows Media Player)
 - Consultant shall make request to City on what existing infrastructure they would like televised and City will have them televised.
 - Present concept level layout to City staff for review and comments. Make revisions as necessary.
 - Develop project cost estimates.
4. Storm Sewer Modeling
- City will provide the most recent, detailed model (InfoSWMM) that was developed in 2015.
 - Consultant will be required to convert the InfoSWMM model into an XPSWMM model.
5. Final Design
- Design shall follow the most current version of City of Fargo Standard Specifications and AutoCAD standards.
 - Complete hydraulic design including interior drainage analysis.
 - Pump sizing shall be based on a coincidental rainfall event during periods of high water in the Drain27/Red River.
 - Utility Relocation/Adjustment
 - Prepare utility plans displaying all in-place public and private utilities located within the proposed construction limits.
 - Finalize impacts to private utilities and determine if any relocation will be necessary.
 - Additional coordination meetings, including on site meetings, shall be held with private utility companies to allow sufficient time to relocate any affected utilities.
 - A timeline for completion of relocation of all affected utilities should be determined prior to bidding of project. Consultant shall review project bidding schedule and utility relocation schedule to make sure a possible start date for construction will not be affected by any utility relocations.
 - Final Design
 - Prepare detailed construction plans and special instruction to bidders following City of Fargo standards
 - Develop list of pay items using City of Fargo bid items
 - Compute and check contract pay items quantities
 - Prepare Engineer's estimate of cost
 - Bid advertisement, opening, tabulation and award recommendations will be completed by the City.
 - Create summary report, which shall include recommendations and decision documents of preferred plan.
 - If necessary, prepare stamped easement acquisition drawings as needed including legal descriptions. Provide support to City staff as needed during appraisal and negotiations.
 - Prepare all necessary permit applications – for each phase
 - Floodplain development
 - USACE 404
 - SE Cass
 - Others
 - Project Funding
 - Project is being funded through the Metro Flood Diversion Authority.
 - Funding sources being used by the Metro Flood Diversion Authority include, but are not limited to, EPA WIFIA loan and SRF loans.
 - This loan requires the project to utilize Davis-Bacon wages and follow American Iron and Steel requirements.
 - Consultant shall assist the City in the preparation of the special instruction to bidders as well as during the bidding process to ensure EPA WIFIA and SRF loan requirements are being met.

6. Detailed Construction Plans

- Detailed reproducible plans, prepared by or under direct supervision and certified by a Registered Professional Engineer in the State of North Dakota, shall be filed with the City Engineer for all work involved in public improvement contracts.

5.3 Construction Administration

The consultant shall perform the needed construction engineering work such as, but not limited to, staking, cross sectioning, inspection, sampling and testing of materials, and measuring and computing pay quantities. They shall prepare the required engineering and administrative documents and records as required by the City. It is the Consultant's responsibility to perform construction inspections to verify the contractor's work is performed according to the governing specifications, plans and special provisions.

For budgeting purposes of this RFP, an assumed number of weeks has been provided for construction. Prior to moving forward with bidding of the project, the selected consultant and City staff shall review the assumed construction timeframe used within the cost proposal to determine if a contract amendment needs to be issued for an increase or decrease in construction timeframe. Costs submitted for construction administration and inspection will be considered in the evaluation criteria. However, project development costs will be weighted heavier in the evaluation criteria for the cost category.

The consultant will be required to ensure that the EPA, WIFIA, and SRF loan requirements are being met by the contractor. This shall include, but not be limited to, completing employee wage interviews, reviewing contractor payrolls and confirming American Iron and Steel requirements are being met.

Part 6 Submission Requirements

Offerors are to submit an electronic copy of the submittal in accordance with the requirements set forth in this Request for Proposals. Late submittals cannot be accepted and will be returned unopened to the Offeror. Proposals shall be concise as possible and limited to 25 printed pages. Resumes count as part of the page limit.

All submittals must have the following sections at a minimum. Failure to do so may result in disqualification.

6.1 Introduction

- Firm name and business address, including telephone number.
- Year established (include former firm names and year established, if applicable)
- Type of ownership and parent company, if any.
- Project Manager's name, mailing address, and telephone number, if different from Item 1.
- Project Manager's experience.

6.2 Administrative Questions

- Who will serve as the Offeror's authorized negotiator?
Give name, title, address and telephone number of the Offeror's authorized negotiator. The person cited shall be empowered to make binding commitments for the respondent firm.
- Provide workload and manpower summary to define Offeror's ability to meet the project timeline.

6.3 Summary of Technical Process

- Discuss and clearly explain the methodology that your firm proposes to use to satisfactorily achieve the required services. Include all aspects of technical analysis, projections, advanced technology, and software. Address any unique situations that may affect the timely, satisfactorily completion of this project.

6.4 Project Staff

- Provide a complete project staff description in the form of a graphic organization chart, a staff summary that addresses individual roles, responsibilities, job title and no more than one-page resumes for all project participants. It is critical that firms commit to particular levels of individual staff members' time to be applied to work on the project. Variance from these commitments must be requested in writing from the City and reviewed/approved in terms of project schedule impact.

The completion of the scope of work in this agreement by the firm must be done without any adverse effect in any way on other contracts that the firm currently has in place with the City.

6.5 Similar Project Experience

- Respondents must submit evidence that they have relevant past experience and have previously delivered services similar to the ones required. Each respondent may also be required to show that they have satisfactorily performed similar work in the past and that no claims of any kind are pending against such work. No proposal will be accepted from a respondent who is engaged in any work that would impair their ability to perform or finance this work.

6.6 References

- References of three clients for whom similar work has been completed. Please include contact information for each reference (name, address, phone number and email address).

6.7 Hourly Fee Structure Rates

- Provide a summary sheet of hourly fees for all job classifications (title) to be assigned to the project. This summary shall also provide overhead and profit schedules.
- Cost Proposals shall be based on a not to exceed lump sum amount and payment will be based on actual hourly rates up to the not to exceed cap. See Appendix A for the cost proposal forms. Extra work shall not be compensated for unless there is prior approval from the City.

Part 7 Evaluation Criteria

Proposals will be opened in a non-public meeting and reviewed by a Selection Committee consisting of members from the Engineering Department selected by the City. The Committee will evaluate all qualifying proposals. The proposal evaluation process will permit the Committee to identify the proposal that best meets the needs of the City. Each proposal will be reviewed to ensure compliance with the requirements set forth in this RFP. Proposals that are not in compliance with the RFP requirements may be rejected without being further read. Proposals will not be returned to the firms submitting their proposals.

The technical proposals will be reviewed by the Selection Committee. The Selection Committee will include the following representatives:

Tom Knakmuhs, City Engineer
Nathan Boerboom, Assistant City Engineer
Rob Hasey, Storm Sewer Utility Engineer
Christine Goldader, Civil Engineer II
Michael Monson, Civil Engineer I

Proposals submitted will be evaluated based on the technical evaluation criterion listed below.

7.1 Technical Evaluation

Technical Evaluation Criterion

<u>Description</u>	<u>Weight</u>
1. Understanding of Study Objectives	10
2. Past Performance on other Local Projects	25
3. Experience with Similar Projects	25
4. Cost Proposal	10
5. Expertise of the Technical and Professional Staff Assigned to the Project & Availability	<u>30</u>
Total	100

Each proposal will be evaluated and ranked on the above criteria by the Selection Committee. After the RFP review, the Committee may schedule oral interviews with the (3) top ranking firms. The top-ranking firm chosen by the Committee for the project will be recommended for award.

7.2 Questions and Answers

All questions regarding this RFP shall be submitted through the Bonfire portal. Responses to questions will be posted as an Addendum titled *Questions and Answers*, with public view to all Vendors. Vendors are invited and encouraged to ask as many questions as are necessary to reach a thorough understanding of any of the requirements. City staff will not be available to meet in person with individual firms to answer any questions that they may have. The question period shall expire at close of business of the date specified in the Project Timetable below.

The answers to Offeror's questions will be compiled and posted on the same website used for downloading the RFP as an Addendum titled *Questions and Answers*. Offerors shall bear the responsibility for checking the website for an Addendum. Failure to do so may result in the Offeror not receiving all clarifications necessary to present a responsive Proposal.

Answers to questions will not be given after the date specified below.

7.3 Consultant Selection Timeline

RFP Available for Viewing	June 17, 2026
Questions due	July 1, 2026 at 4:30 PM
Answers due	July 8, 2026 by 4:30 PM
Proposals due	July 17, 2026 at 12:00 PM
Selection Committee	
Review Proposals	Week of July 20, 2026
Select Finalists	Week of July 20 2026
Interviews (If needed)	Week of July 27, 2026
City Comm. Approval of Consultant Selection & Contract	August 3, 2026
Notice to Proceed	August 4, 2026

Discussion and/or interviews may be conducted with responsible Offerors whose submittals are determined to be reasonably susceptible of being selected for award for purpose of classification to assure full understanding of, and responsiveness to the solicitation requirements.

7.4 Project Timelines

The following timelines are all approximate and are subject to change as determined by the City.

Project (all) Kick-Off	August 2026
Project Concept Completed	October 2026
30% Plan Review Meeting	December 2026
50% Plan Review Meeting	February 2026
95% Plan Review Meeting	April 2027
Final Design Completed/City Commission Call For Bids	May 2027
Construction Project Bid Period	June 2027
Construction Project Award	July 2027
Construction Project Completion	*TBD

Part 8 Summary

The City of Fargo Engineering Department is requesting proposals from qualified Consultants for project #NR-26-D0. A panel comprised of City representatives will evaluate each RFP submission and will submit recommendations to the City of Fargo's City Commission.

The City reserves the right to reject any or all submittals or accept what is, in its judgment, the submittal which is in the City's best interest. The City further reserves the right, in the best interests of the City, to waive any technical defects or irregularities in any and all submittals.

All submittals shall be in accordance with the conditions set forth herein. Late or faxed submittals will not be accepted.

The City Commission must approve an award of a Contract to the successful Proposer and no rights or obligations begin under an award until the approval is secured and all parties have duly signed a Contract.

Part 9 Appendix

Appendix A – Cost Proposal Form

Appendix B – Project Overview Maps

Appendix C – EPA WIFIA Forms

Appendix D – Instructions to Offerors of Professional Services

Appendix E – Draft Agreement for Professional Services

APPENDIX A

Cost Proposal Form

COST PROPOSAL FORM

Project: NR-26-D0
Type: Storm Sewer Lift Station Rehabilitation
Location: Storm Sewer Lift Stations #67 & #68

Cost Proposals shall be based on fixed fee lump sum and payment will be based on actual hourly rates. Attach basic fee structure.

Project Administration	_____
Preliminary Survey	_____
Preliminary Engineering	_____
Modeling Analysis	_____
Geotechnical Investigation	_____
Property Owner Meetings	_____
Design and Plan Preparation	_____
Project Development Total Not to Exceed Proposal	_____

Construction Administration, Inspection & Survey (assume 30 weeks & inspection average 40 hrs/week)	_____
Quality Control Testing Estimate	_____
Construction Administration, Inspection & Survey Total Not to Exceed Proposal	_____

Firm: _____

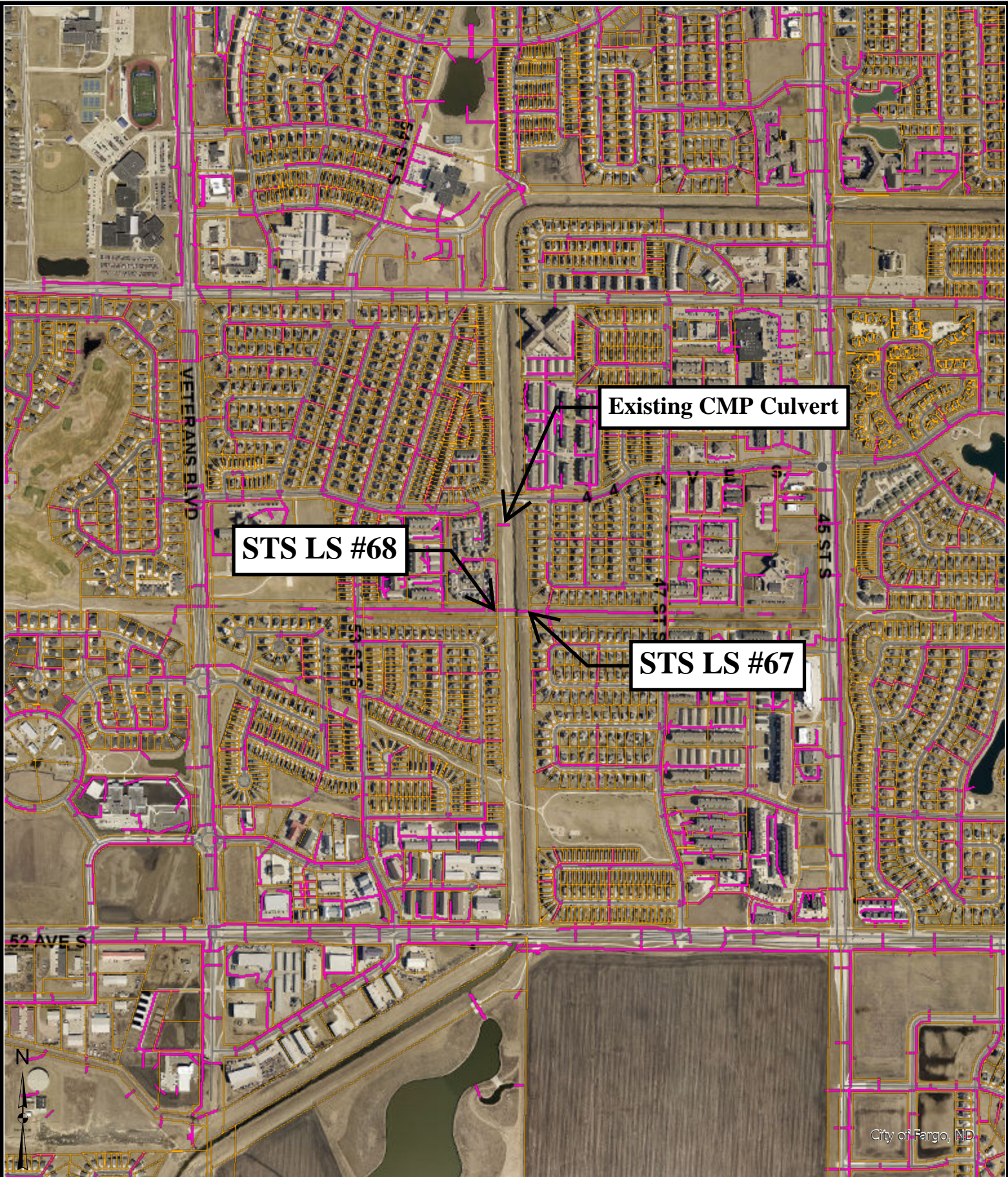
Approved: _____
Name

_____ Title

_____ Date

APPENDIX B

Project Overview Maps



STS LS #68

Existing CMP Culvert

STS LS #67

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

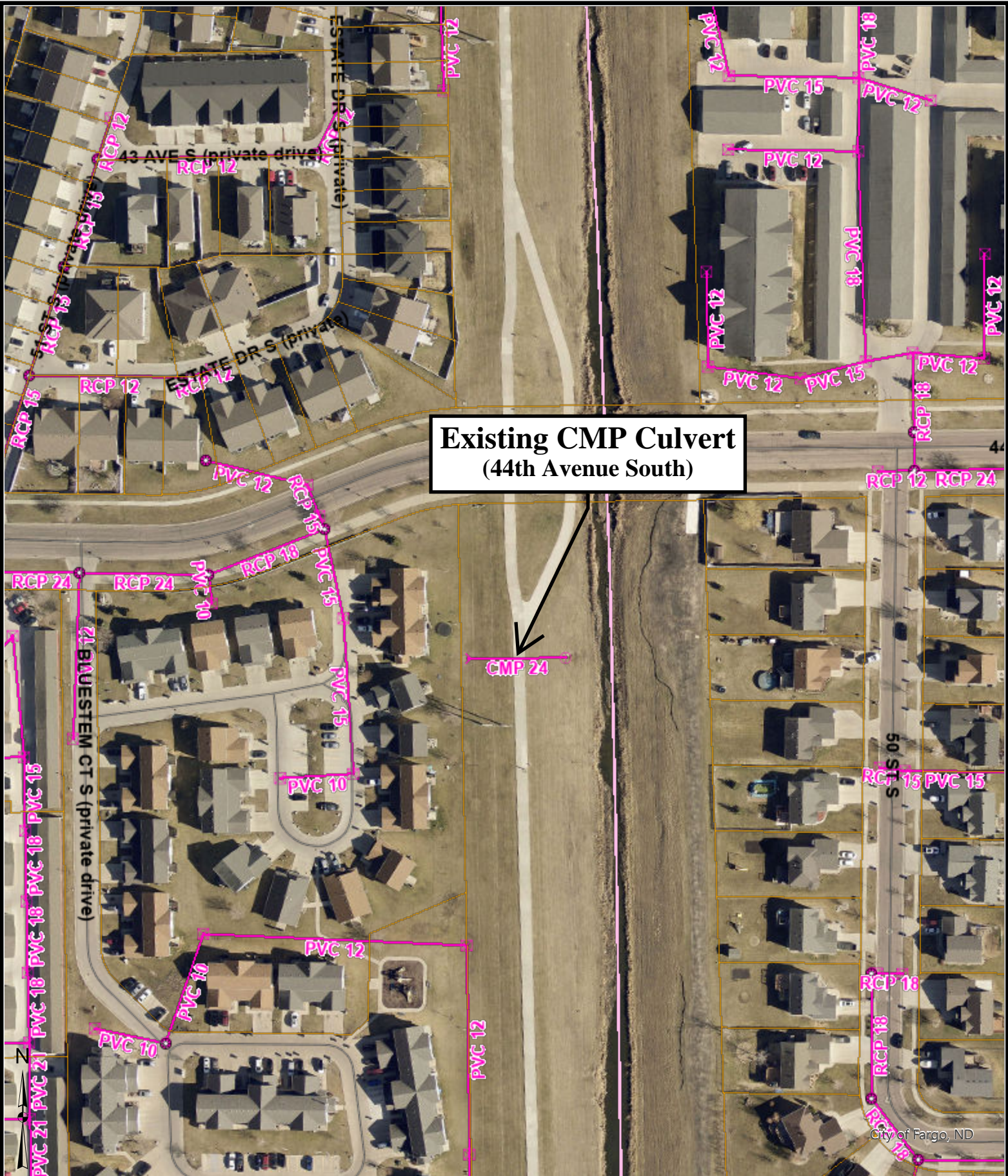
STS LS #67 & #68

1:18,056

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.

City of Fargo, ND





**Existing CMP Culvert
(44th Avenue South)**

These data are provided on an "AS-IS" basis, without warranty of any type, expressed or implied, including but not limited to any warranty as to their performance, merchantability, or fitness for any particular purpose.

SE Cass's Drain 27 Culvert Removal

1:2,257

This map is not a substitute for accurate field surveys or for locating actual property lines and any adjacent features.



APPENDIX C

EPA WIPIA Forms

CERTIFICATION REGARDING FEDERAL LOBBYING

The undersigned certifies to the best of his or her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in any award documents for any of its subcontractors at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into a contract with the Authority. By executing this certificate, the undersigned agrees and acknowledges that he/she has been duly authorized to execute this certificate.

Company/
Entity Name: _____

Signed: _____

Its: _____

Date: _____

PLEASE RETURN TO:
Metro Flood Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON PAGE 2)

- (1) The official representative of the party contracting with the Metro Flood Diversion Authority certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions, including contracts (Federal, State, or local) terminated for cause or default.
 - (e) Are not presently debarred, suspended, declared ineligible or voluntarily excluded from performing work for the State of North Dakota, the State of Minnesota, the Metro Flood Diversion Authority or any of its Member Entities.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.
- (3) The Official signing this certificate has been and is duly authorized to sign this certificate on behalf of the entity or entities which intend to enter into a contract with the Metro Flood Diversion Authority.

Official Business Name _____

Date: _____

By: _____

Name and Title of Authorized Representative

PLEASE RETURN TO:

Metro Flood Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this certification, the prospective contracting party is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contracting party shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the Metro Flood Diversion Authority's (the "Authority") determination whether to enter into this transaction. However, failure of the prospective contracting party to furnish a certification or an explanation shall disqualify such person from entering into contracts with the Authority.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the Authority determined to enter into a contract with the prospective contracting party. In order to qualify for participation in the U.S. EPA WIFIA program the Authority is required to obtain this certification. If it is later determined that the prospective contracting party knowingly rendered an erroneous certification, in addition to other remedies available to both the Authority and the Federal Government, the Authority may terminate this transaction for cause or default.
4. The prospective contracting party shall provide immediate written notice to the Authority to which this Certificate is submitted if at any time the prospective contracting party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the Authority for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective contracting party agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Authority.
7. The prospective contracting party further agrees by submitting this certification that it will require a "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," from all sub-contractors without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A contracting party in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contracting party may decide the method and frequency by which it determines the ineligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contracting party is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a contracting party in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Authority may terminate this transaction for cause or default.

ASSURANCE OF COMPLIANCE – CIVIL RIGHTS CERTIFICATE

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, SECTION 504 OF THE REHABILITATION ACT OF 1973, THE AGE DISCRIMINATION ACT OF 1975, SECTION 13 OF THE FEDERAL WATER POLLUTION CONTROL ACT AMENDMENTS OF 1972, 40 CFR PART 7, AND EXECUTIVE ORDER NO. 11246

The undersigned provides this assurance for the purpose of entering into a contract with the Metro Flood Diversion Authority (Authority) related to the Fargo-Moorhead Metropolitan Area Flood Risk Management Project (Project), which is receiving federal financial assistance. Specifically, the US EPA WIFIA Program requires this assurance of all contractors and subcontractors providing services for the Project.

The undersigned assures that it will comply with:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin including limited English proficiency (LEP);
2. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against persons with disabilities;
3. The Age Discrimination Act of 1975, as amended, which prohibits age discrimination;
4. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex;
5. 40 CFR Part 7, as it relates to the foregoing; and

The undersigned understands that this Assurance is binding on the undersigned, its successors, transferees, and assignees at any time during which federal financial assistance is provided to the Project. The undersigned will ensure that all contractors, subcontractors, or others with whom it arranges to provide services or benefits are not discriminating in violation of items 1-6. Otherwise, the contracts for services can be terminated for cause and the undersigned can be declared ineligible to contract for the Project.

By signing this form, the undersigned is agreeing to the above provisions and that he/she is duly authorized to execute this form.

Signature of Authorized Official

Title

Print Name

Name of Institution or Agency

Date

Street

City, State, Zip Code

PLEASE RETURN TO:
Metro Flood Diversion Authority
P.O. Box 2806
Fargo, ND 58108-2806

Office Email Address

APPENDIX D

Instructions to Offerors of Professional Services

THE CITY OF FARGO
INSTRUCTIONS TO OFFERORS
OF PROFESSIONAL SERVICES

1. The City of Fargo invites Professionals to submit sealed Proposals, as more fully described in the Request for Proposals. The following instructions are to assist Offerors in the preparation of their Proposals. The Contract will be executed by the City of Fargo.

2. Before submitting a Proposal, all Offerors shall examine the Contract Documents. The Contract Documents consist of the following documents:
 - A. Request for Proposals (Public Notice and Letters to Potential Offerors).
 - B. Instructions to Offerors.
 - C. Amendments, if any.
 - D. Proposal submitted by Offeror.
 - E. Proposal Bond Forms, if any.
 - F. Qualification Form, if any.
 - G. Notice of Award.
 - H. Agreement.
 - I. Scope of Work, if not set forth in the Request for Proposals.
 - J. Notice to Proceed.

3. Information contained in the Contract Documents, as completed during the contract award process, shall be the basis for the Proposals, and nothing shall be deemed to change or supplement this basis except for Amendments issued by the City of Fargo.

4. The City of Fargo reserves the right to reject any or all Proposals or accept what is, in its judgment, the best Proposal. The City further reserves the right to waive any technical defects or irregularities in any and all Proposals submitted, and to negotiate contract terms with the Successful Offeror. The City reserves the right to disregard all nonconforming, non-responsive or conditional Proposals. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. The City Engineer or designees may waive minor informalities that do not affect responsiveness, are merely a matter of form or format, do not change the relative standing or otherwise prejudice other offers, do not change the scope or meaning of the Request for Proposals, are insignificant, negligible, or immaterial in nature, or do not reflect a material change in the work. The City reserves the right to reject a Proposal of an Offeror determined to be not responsible, and further reserves the right to refuse to make an award if it determines it to be in its best interests.

5. The cost of Proposal preparation shall be borne solely by the persons or entities submitting Proposals.
6. An individual authorized to bind the Offeror to the provisions of the Request for Proposals must sign all Proposals.
7. Offerors must disclose any instances where the firm or any individuals working on the Proposal has a possible conflict of interest and, if so, the nature of that conflict (e.g. employed by the City of Fargo). The City reserves the right to cancel the award if any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's Proposal.
8. By signature on the Proposal, Offeror certifies it is in compliance with the laws of the State of North Dakota, all applicable local, state and federal laws, applicable portions of the Civil Rights Act of 1964, the Equal Employment Opportunity Act and regulations, the American with Disabilities Act and regulations, and that the Proposal was independently arrived at, without collusion.
9. The following procedures or steps shall be followed after the issuance or publication of Request for Proposals:
 - A. Refer to the Request for Proposals to determine if a pre-Proposal conference will be scheduled, and if so, where and when. If a pre-Proposal conference is scheduled, attendance at the pre-Proposal conference is mandatory unless prior authorization is given by the City. The costs of attendance at a pre-Proposal conference shall be borne entirely by the Offeror.
 - B. Refer to the Request for Proposals to determine how complete Proposal Packages may be obtained.
 - C. Before submitting a Proposal, each Offeror must (a) examine the Contract Documents thoroughly, (b) visit the site, if any, to familiarize her/himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize her/himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Work; (d) familiarize her/himself with the unique weather conditions of the City of Fargo and surrounding area that may affect costs, progress or performance of Work; and (e) study and carefully correlate Offeror's observations with the Contract Documents.
 - D. Refer to the Request for Proposals for the identification of those reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City of Fargo or a consultant in preparing any Drawings or Specifications. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents. Before submitting her/his Proposal each Offeror will, at her/his own expense, make such additional investigations and tests as the Offeror may deem necessary to determine her/his Proposal for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

- E. Refer to the Request for Proposals to determine the place, date, and time for delivering sealed Proposals for this project.
- F. Proposals shall be received at the time and place indicated in the Request for Proposals and shall be in a sealed envelope, clearly marked with the Project title and name and address of the Offeror and accompanied by the Proposal Security referenced below, if required, and other required documents. Offerors must submit three copies of its Proposal. Proposals will not be publicly read at the opening. If the Proposal is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "PROPOSAL ENCLOSED" on the face thereof. Offerors assume the risk of the method of dispatch selected. Postmarking by the due date will not substitute for actual Proposal receipt. Proposals received after the deadline will be rejected. Proposals submitted orally, by facsimile machine (FAX), or other telecommunication or electronic means will not be accepted or considered.
- G. Refer to the Request for Proposals to determine if Proposal Security shall be required for this project. If a Proposal Security is required then each proposal must be accompanied by Proposal Security made payable to the City of Fargo, in an amount of five percent (5%) of the maximum Proposal price and in the form of a certified or bank check or a Proposal Bond issued by a Surety.

The Proposal Security of the Successful Offeror will be retained until such Offeror has executed the Agreement and furnished the required Payment and Performance Bonds, if any are required by the Request for Proposals, whereupon it will be returned; if the Successful Offeror fails to execute and deliver the Agreement and furnish the required Performance and Payment Bonds, if any are required, within fifteen (15) days of the Notice of Award, the City of Fargo may annul the Notice of Award and the Proposal Security of that Offeror shall be forfeited. The Proposal Security of any Offeror whom the City of Fargo believes to have a chance of receiving the award may be retained by the City of Fargo until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty first (61) day after the Proposal opening. Proposal Security of other Offerors will be returned within seven (7) days of the Proposal opening.

- H. Refer to the Request for Proposals for any Proposal Forms that may be required to be completed as part of the Proposal. Proposal Forms, if any are required, must be completed in ink or by a printer/typewriter. The Proposal price must be stated in words and numerals; in case of a conflict, words will take precedence. Proposals by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Proposals by partnerships must be executed in the partnership named and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- I. Proposals may be modified or withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the opening of Proposals. If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed written notice with the City of Fargo and promptly thereafter demonstrates to the reasonable satisfaction of the City of Fargo that there was a material and substantial mistake in the preparation of her/his Proposal, the Offeror may withdraw her/his Proposal. The City may retain the Proposal Security, if one was required. Thereafter that Offeror shall be disqualified from submitting a Proposal.

- J. At the place, date and time fixed for opening Proposals, all Proposals received prior to that time shall be opened and reviewed. Proposals must remain open and valid for at least 90 days from the deadline specified for submission of Proposals. In the event award is not made within 90 days, the City will send a written request to Offerors deemed susceptible for award asking Offerors to hold their price firm for a longer specific period of time. The City may, in its sole discretion, release any Proposal and return the Proposal Security prior to that date.
 - K. The City shall then evaluate each Proposal in the best interests of the City of Fargo. The Proposals shall be evaluated to determine which are the most advantageous to the City of Fargo taking into consideration price and any factors set forth in the Request for Proposals.
 - L. Prior to accepting a Proposal, the City may decide to interview one or more Offerors to negotiate final contract terms for inclusion in the Agreement.
 - M. To demonstrate qualifications to perform the Work, each Offeror must be prepared to submit within five (5) days of a request, financial data, previous experience or evidence of authority to conduct business in the state of North Dakota.
 - N. Upon determining the Successful Offeror, the City of Fargo shall send to the Successful Offeror a Notice of Award notifying the recipient of the City's acceptance of the Offeror's Proposal, subject to the City Administrator or City Commission approval of the Contract Documents. The Notice of Award to the presumptive Successful Offeror shall include three (3) unexecuted copies of the Agreement with instructions to execute and return the same to the City within ten (10) days or risk having their Proposal declared abandoned. If the proposed Agreement shall be for an amount in excess of \$15,000.00, the City Commission at its next regularly scheduled meeting following receipt by the City of the duly executed copies of the Agreement shall be asked to consider approval of the Agreement and authorize the Mayor of the City of Fargo to execute the same. If the proposed Agreement shall be in an amount equal to or less than \$15,000.00 the appropriate Department Head shall be asked to consider approval of the Agreement by executing the same.
 - O. Upon receipt of all documents required by the Notice of Award and upon approval of the Agreement by the City Commission or appropriate Department Head, the Successful Offeror shall be sent a Notice to Proceed along with a copy of the Agreement duly executed by the City of Fargo.
10. All purchases of supplies, construction or building materials shall not include Federal Excise Taxes or North Dakota State or local sales or use taxes. The City of Fargo's State of North Dakota tax identification number is E-4168. The City of Fargo's Federal Tax Identification Number is 45-6002069.
11. All Proposals and other material submitted become the property of the City and may be returned only at the City's option. All Proposals and related information, including detailed cost information, are exempt records and will be held in confidence until an award is made, in accordance with North Dakota Open Records Laws.

Offerors may make a written request that trade secrets and other proprietary data contained in the Proposal be held confidential. Material considered confidential by the Offeror must be clearly identified, and the Offeror must include a brief statement that sets of the reason for the confidentiality. After award, Proposals will be subject to the North Dakota Open Records Laws.

12. There are specific indemnity and insurance requirements which the Successful Offeror must comply with prior to the start of Work for the Project. These requirements are set forth in detail in the Agreement. Objections to any of the provisions of the Indemnification and Insurance Requirements must be made in writing by the time and date set for receipt of questions. The Successful Offeror must obtain the required insurance coverage and provide proof of coverage as a condition of the Agreement. Failure to provide evidence of required insurance coverage is a material breach and grounds for withdrawal.
13. The submission of a Proposal constitutes an incontrovertible representation by the Offeror that s/he has complied with every requirement of these instructions and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
14. Refer to the Request for Proposals for the identity of the City of Fargo's project managers who will coordinate all aspects of the selection process. All questions about the meaning or intent of the Contract Documents shall be submitted through the Bonfire portal. Replies will be compiled and posted on the same website used for downloading the Request for Proposal, as an Addendum delivered to all Offerors who have obtained the Contract Documents. Offerors shall bear the responsibility for checking the website for an Addendum titled *Questions and Answers*, which will only be visible if there are any questions answered. Failure to do so may result in the Offeror not receiving all clarifications necessary to present a responsive Proposal. Questions concerning the Proposal shall be submitted through the Bonfire portal and received no later than 4:30pm on July 1, 2026. The City Engineer will provide written responses to all questions by 4:30pm on July 8, 2026, and such responses will be posted on the same website used for downloading the Request for Proposal, as an Addendum delivered to all Offerors who have obtained the Contract Documents. In no event will questions be answered if submitted after 4:30pm on July 1, 2026. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
15. In order to determine if a Proposal is reasonably susceptible for award, communication by the project manager are permitted with an Offeror to clarify uncertainties or eliminate confusion concerning the contents of the Proposal and determine responsiveness to the Request for Proposals. Clarifications may not result in a material or substantive change to the Proposal. After receipt of Proposals, if there is a need for any substantial clarification or material change in the Request for Proposals, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended Proposals.
16. After completion of award negotiations, the City Engineer or designee will issue a written Notice of Intent to Award and send copies to all Offerors. The Notice of Intent to Award will set out the names and addresses of all other Offerors and identify the Proposal selected for award. The scores and placement of other Offerors will not be part of the Notice of Intent to Award.
17. Successful Offerors may not assign, in whole or in part, the Contract without the written consent of the City of Fargo.

APPENDIX E

Draft Agreement for Professional Services

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement made and entered on this ___ day of _____, 2026 between the CITY OF FARGO, North Dakota, ("City") and _____ ("Consultant") for services to be provided to City in furtherance of its development of Project #NR-26-D0.

1. **Scope of Work.** Consultant shall perform in a competent and professional manner the Scope of Work included in the Request for Proposals for Services located in the Engineering Department, City of Fargo, for Project #NR-26-D0 and in Exhibit A attached hereto, both of which are incorporated herein and made a part of this Agreement.
2. **Acceptance and Completion.** Consultant shall commence work immediately upon receipt of a written Notice to Proceed from the City. Services initiated by Consultant prior to execution of this Agreement are done so at Consultant's risk. Acceptance of this Agreement is required by the Board of City Commission of the city of Fargo. The parties anticipate that all work pursuant to this Agreement shall follow the timeframe laid out with the Request for Proposals. Upon request of the City, Consultant shall submit, for the City's approval, a schedule for the performance of Consultant's services which shall be adjusted as required as the project proceeds, and which shall include allowances for periods of time required by the City's project engineer for review and approval of submissions and for approvals of authorities having jurisdiction over the project. This schedule, when approved by the City, shall not, except for reasonable cause, be exceeded by the Consultant.
3. **Change Orders.** City may request changes to the Scope of Work by altering or adding to the Services to be performed. Consultant will provide a contract amendment setting out the fees for the requested change. City shall accept Consultant's reasonable offer in writing, and as approved by the Board of City Commission of the city of Fargo.
4. **Payment.** City shall pay Consultant for all work performed. Except as otherwise mutually agreed to by the parties, the payment made to the Consultant shall not exceed \$_____. Consultant shall submit, at least monthly, invoices for work performed. Payment is due within 45 days after receipt of invoice. City shall notify Consultant if it objects to any portion of the charges within 20 days from receipt of the Consultant's invoice, but shall timely pay the undisputed portion. It is the Consultant's responsibility to determine whether federal, state, or local prevailing wage requirements apply.
5. **Assignment.** This Agreement may not be assigned by the City or Consultant without the prior written consent of the other party.
6. **Termination.** This Agreement may be terminated by either party upon fifteen (15) days written notice should the other party fail to perform in accordance with the terms hereof, provided such failure is not cured within such fifteen (15) day period. City may terminate this Agreement for convenience at any time, in which event Consultant shall be compensated in accordance with the terms hereof for Services performed and reimbursable expenses incurred prior to its receipt of written notice of termination from City.

7. **Third Party Reliance.** The services provided for hereunder are for the City's sole benefit and exclusive use with no third-party beneficiaries intended.
8. **Ownership of Documents.** Consultant's work product reimbursed by the City, including all data, documents, results, ideas, developments, and inventions that Consultant conceives or developed in the course of its performance under this Agreement shall be the City's property, unless otherwise agreed.
9. **Independent Contractor Status.** It is expressly acknowledged and understood by the parties that nothing contained in this agreement shall result in, or be construed as establishing an employment relationship. Consultant shall be, and shall perform as, an independent contractor who agrees to use his or her best efforts to provide the services to the City. Consultant shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees, subcontractors and agents.
10. **Indemnification.** Consultant agrees to indemnify and hold harmless the City, its officers, employees, insurers, and self-insurance pool, from and against all liability, claims, and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the Consultant, any subcontractor of the Consultant, or any officer, employee, representative, or agent of the Consultant or of any subcontractor of the Consultant, or which arises out of any workmen's compensation claim of any employee of the Consultant or of any employee of any subcontractor of the Consultant. The Consultant agrees to investigate, handle, respond to, and to provide defense for and defend against (except in the case of professional liability claims), any such liability, claims or demands at the sole expense of the Consultant, or at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with, any such liability, claims, or demands. City agrees to indemnify and hold harmless Consultant, its officers, employees, insurers, from and against all liability, claims and demands, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this contract, to the extent such injury, loss, or damage is caused by the negligent act, omission, error, professional error, mistake, negligence, or other fault of the City. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of City and Consultant, they shall be borne by each party in proportion to its negligence.
11. **Professional Liability Insurance.** Consultant shall maintain in full force and effect until at least three years subsequent to completion of the Services professional liability insurance covering the performance of the Services. Insurance shall be on a "claims made" basis and in the amount of at least \$1,000,000.
12. **Workers Compensation Insurance.** Consultant shall maintain workers compensation insurance with following limits or with the minimum limits required by law, if greater:

Coverage A:	Statutory		
Coverage B:	\$1,000,000	Bodily Injury by accident	Each accident
	\$1,000,000	Bodily Injury by disease	Policy limit
	\$1,000,000	Bodily Injury by disease	Each employee

13. **General Liability Insurance.** Consultant shall maintain general liability insurance with coverage to include: Premises/Operations, Completed Operations and Contractual Liability (to cover the indemnification provision in paragraph 10 of this Agreement). Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
\$2,000,000	Aggregate

14. **Automobile Insurance.** Consultant shall maintain automobile liability insurance to include all owned autos (private passenger and other than private passenger), hired and non-owned vehicles. Limits of coverage shall not be less than:

\$2,000,000	Per occurrence
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15. **Evidence of Insurance.** The above insurance shall be maintained in companies lawfully authorized to do business in North Dakota and which are reasonably acceptable to City. Consultant shall furnish City with certificates reflecting such insurance (ACORD form or equivalent) to be in force as long as this agreement remains in effect and providing that said insurance will not be canceled or its limits reduced by endorsement without at least 30 days prior written notice to City.

16. **Consequential Damages.** North Dakota law governs claims for consequential damages.

17. **Entire Agreement.** The terms and conditions set forth herein, the RFP, the Instructions to Offerors of Professional Services, and any document referenced herein constitute the entire understanding of the parties relating to the provision of services by Consultant to City. This Agreement may be amended only by a written instrument signed by both parties.

18. **Severability.** Should a court of law determine that any paragraph of this Agreement is invalid, all other paragraphs shall remain in effect.

19. **Statute of Limitations.** Causes of action arising out of Consultant's services shall be governed by the applicable statute of limitations.

20. **Dispute Resolution.** Consultant and City will exercise good faith efforts to resolve disputes through a mutually acceptable Alternative Dispute Resolution process. Nothing prevents the parties from pursuing litigation in an appropriate State or Federal court.

21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state of North Dakota.

22. **Force Majeure.** Neither party shall be liable for damages or deemed in default of this Agreement and any Authorization for Services hereunder to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions,

union activity, strikes or lock-outs, and changes in laws, statutes, regulations, or ordinances.

23. **Notice.** Any written notices as called for herein may be hand delivered to the respective persons and/or addresses listed below or mailed by certified mail return receipt requested, to:

City:

City Auditor

City of Fargo

225 4th Street North

Fargo, North Dakota 58102

Consultant:

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement.

ATTESTED BY:

CITY OF FARGO, NORTH DAKOTA:

By: _____

Title: _____

Date: _____

Consultant:

WITNESSED BY:

By: _____

Title: _____

Date: _____