

**Agreement
Between
City of Fargo and
Dakota Fence**

This Agreement (the “Agreement,” which includes all attached schedules), effective July 21st, 2026 (“Effective Date”), is entered into by and between Dakota Fence (the “Vendor”), having a principal place of business at 2060 Sheyenne St., West Fargo, ND, 58078, and City of Fargo (the “City”), a North Dakota municipal corporation, having a principal place of business at 225 4th Street North, Fargo, North Dakota 58102 (each a “Party” and collectively, the “Parties”).

1. TERM

The term of this Agreement will commence on July 21st, 2026.

2. STATEMENT OF WORK

A Summary of all services and costs the Vendor will be providing for this project as described in the proposal in Attachment A. Vendor hereby agrees to complete work pursuant to the proposal. Any services provided by the Vendor under this Agreement are referred to as “Services.”

3. MATERIALS

Vendor shall furnish all materials, supplies, tools, equipment, and transportation required to provide services or deliverables required under Statements of Work. Vendor shall provide all available material safety data sheets for City approval prior to use of materials.

4. LIEN WAIVER

Vendor shall submit its lien waivers and obtain and submit lien waivers from all subcontractors, and material suppliers with invoices Vendor submits to City. City’s obligation to pay invoices will be contingent upon receipt of applicable lien waivers.

5. COMPENSATION

The Vendor shall receive compensation in the sum of \$173,992.00 as stated in Attachment A. Except as otherwise provided, undisputed invoices shall be payable within 30 calendar days after the receipt of the invoice. Invoices shall be e-mailed to FinanceAPAR@FargoND.gov.

6. OWNERSHIP OF DOCUMENTS

Vendor’s work product reimbursed by the City, including all data, documents, results, ideas, developments and inventions that Vendor conceives or uses during the course of its performance under this Agreement shall be the City’s property, unless otherwise agreed.

7. INDEPENDENT CONTRACTOR

The relationship between the Parties shall, within the context of this Agreement, be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture, or employer-employee relationship. The Vendor shall, at all times during the term of this Agreement, perform the duties and responsibilities herein. Neither Party is an agent of the other Party and is not authorized to make any representation contract, or contract commitment on behalf of the other Party.

8. NO CONFLICTS OF INTEREST

Vendor must disclose any actual, apparent, or potential Conflict of Interest to the City prior to execution of this Agreement if a conflict of interest arises or appears to arise during the term of this Agreement, Vendor agrees to abide by any reasonable mitigation plan developed with or by the City. "Conflict of Interest" means any activity, interest, or relationship of Vendor or any of its officers, directors, affiliates, or principals that may compromise that person's ability to render impartial assistance or advice to the City or that may give rise to legal or reputational concerns or any competitive advantage unfair to the City.

9. CONFIDENTIALITY

The Vendor agrees to not, directly or indirectly, disclose, make known, divulge, publish, or communicate any confidential information to any person, firm, or corporation without consent unless that disclosure is authorized under North Dakota law.

10. INSURANCE

a. Vendor will obtain and maintain the following insurance coverage, naming the City of Fargo as an additional insured, via commercial insurance:

i. Commercial General Liability covering bodily injury and tangible property damage liability with a limit of not less than U.S. \$2,000,000 each occurrence.

ii. Workers' Compensation (or maintenance of a legally permitted and government-approved program of self-insurance) covering Vendor Personnel pursuant to applicable state workers' compensation laws for work-related injuries suffered by Vendor's Personnel, if Vendor employs Personnel.

iii. Employer's Liability with limits of not less than U.S. \$1,000,000 per accident.

iv. Professional Liability/Errors and Omissions Liability covering damages arising out of negligent acts, errors, or omissions committed by Vendor or Vendor's Personnel in the performance of services with a liability limit of not less than U.S. \$2,000,000 per claim.

v. Automobile Liability with \$2,000,000 combined single limit per occurrence, for bodily injury and property damage combined covering owned, if Vendor owns any

vehicles, non-owned, and hired vehicles, if Vendor brings vehicles on the City's premises or uses vehicles in the performance of services.

vi. Limits for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella coverage; and

b. Vendor shall provide the City with evidence of the foregoing coverage before providing any services.

c. Vendor shall notify the City 30 days prior to cancellation or reduction in limits of any insurance required hereunder.

11. INDEMNIFICATION

Vendor 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 Agreement, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the act, omission, error, Vendor error, mistake, negligence, or other fault of the Vendor, any subcontractor of the Vendor, or any officer, employee, representative, or agent of the Vendor or of any subcontractor of the Vendor, or which arises out of any workmen's compensation claim of any employee of the Vendor or of any employee of any subcontractor of the Vendor. The Vendor agrees to investigate, handle, respond to, and to provide defense for and defend against, any such liability, claims or demands at the sole expense of the Vendor, 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. The Vendor does not agree to defend, indemnify, or hold harmless the city of the City's own actions, omissions or negligence.

12. FORCE MAJEURE

Neither Party shall be liable for damages or deemed in default of this Agreement and any Statement of Work 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.

13. DISPUTE RESOLUTION

Vendor and the 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 the appropriate State or Federal court, located in Cass County, North Dakota

14. GOVERNING LAW

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

15. ENTIRE AGREEMENT

The terms and conditions set forth herein and any Attachment referenced herein constitute the entire understanding of the Parties relating to the provision of services by Vendor to City and shall be incorporated in all Statements of Work unless otherwise so stated therein. This Agreement may be amended only by a written instrument signed by both Parties.

16. ASSIGNMENT

This Agreement may not be assigned by Vendor or City without the prior written consent of the other Party.

17. TERMINATION

This Agreement may be terminated by either Party upon seven days written notice should the other Party fail to perform in accordance with the terms hereof, provided such failure is not cured within such seven-day period. City may terminate this Agreement for convenience at any time, in which event Vendor 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.

18. SEVERABILITY

Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

IN WITNESS WHEREOF, City and Dakota Fence have caused this Agreement to be duly executed as of the date first above written.

CITY OF FARGO

BY _____

Joshua Boschee, Mayor

DATE: _____

ATTEST:

BY _____

Angie Bear, Deputy City Auditor

Dakota Fence

BY _____

DATE: _____



Dakota Fence

2060 Sheyenne St | West Fargo, ND 58078

Phone: 701-237-6181 | Toll Free: 800-726-4064 | Fax: 701-293-7811

E-mail: sales@dakotafence.com Website: www.dakotafence.com

City of Fargo – Police Department PROPOSAL SUBMITTED TO	701.964.0286 PHONE	7/16/2026 DATE
105 25 th St N STREET	JOB NAME	
Fargo, ND 58102 CITY, STATE AND ZIP CODE	JOB LOCATION	

We hereby submit specifications and estimates for:

All material and labor necessary to install the following:

- 172 LF of 8' tall, galvanized chain link fence, plus three strands of barbed wire, with black privacy slats. All posts to be direct driven or surface mounted to existing concrete.
- 356 LF of 8' tall, black Montage Commercial Invincible style steel fence from Ameristar. All posts to be set in concrete or surface mounted to existing concrete.
- 1 (ea) 4' wide single swing walk gate with self-closing hinges and electric strike capable panic latch kit (electrical or access control material and labor not included, installation by others)
- 2 (ea) custom fabricated cantilever slide gates for 30' wide openings. Gates to match style of Ameristar fence described above (8' tall, black, picketed). Each gate to include electronic gate operator.

*See page two for included gate operator material and labor.

TOTAL PRICE INSTALLED – \$173,992.00

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Notes/Exceptions:

- Price does not include clearing of fence line, dirt work, grading, compaction/testing, staking, or survey. Responsibility of Owner.
- Price does not include any bond or unemployment insurance. For Performance and Payment Bond, add the greater of \$8.20/\$1,000.00 or a minimum charge of \$200. For Unemployment Insurance, add the greater of \$20.00/\$1,000.00 or a minimum charge of \$200.
- Priced for completion during 2026 Construction season.
- Electrical grounding is not included, by others.
- Additional charges will apply if a secondary sweep/locate is required
- Hydro-vac excavation or core drilling of holes is not included.
- Price does not include work during frozen weather conditions.
- Dakota Fence is a member of PEC Veriforce, Avetta, ISNetworld, and Gold Shovel Standard.
- If additional safety connection fees are required, such costs are not included in this price and additional fees may apply.
- This proposal supersedes any previous proposals (all of which are rescinded/revoked and no longer valid); any plan addenda or revisions issued after this proposal are not part of this proposal and Dakota Fence is not bound to; this proposal automatically becomes part of any subsequent contract signed by Dakota Fence, regardless of whether this proposal is signed by the recipient of this proposal.

Terms of Payment to be made as follows: **Material draw at 60% of contract value, monthly progress billings, and balance upon completion, unless otherwise specified above, payment due upon receipt and subject to approved credit.**

Purchaser agrees to indemnify and hold harmless Dakota Fence and its agents from and against any and all claims, liabilities and damages, including outside and in-house attorneys' fees and costs, arising from or related any failure to erect fence, guardrail, or other products on or within property lines; any failure to comply with by-laws, restrictive covenants, building codes or other restrictions; encroachment or interference with any easement; damage to any improvements, including underground sprinklers, utilities, including wires or pipes; frost heave; personal injury or death; removal of fence or products. Purchaser agrees that Dakota Fence's liability shall not exceed the amount paid to it under this Proposal. Dakota Fence shall not be liable for any direct, indirect, special, incidental, or consequential damages. Purchaser agrees to be responsible for excavated soil or Dakota Fence shall dispose of soil for an additional charge. All work to be completed according to standard industry practices. Any alteration or deviation from this proposal requires Dakota Fence's prior written consent and shall automatically become part of and subject to this Proposal. Any additional costs from any such change shall result in an extra charge, which Purchaser agrees to pay. Purchaser agrees to pay Dakota Fence's outside and in-house attorneys' fees and costs in the collection and enforcement of this Proposal. This Proposal contingent upon strikes, accidents or delays beyond Dakota Fence's control and supersedes all prior written or oral agreements. Purchaser agrees to carry all homeowner, liability and other necessary and required insurance. Dakota Fence's workers are fully covered by Workers Compensation Insurance or other required insurance. All fence or product remains the property of Dakota Fence until paid for by Purchaser and Purchaser authorizes Dakota Fence to remove the same and charge Purchaser for the fence or product and their removal if payment is not made per the terms of this Proposal. Purchaser agrees to pay 1.5% per month on all past due accounts. Any fence project that is considered custom or has special order materials is not returnable and therefore not fully refundable. A minimum of 25% restocking fee will apply with certain items being subject to higher restock fees as established from time to time by Dakota Fence. Unless objected by the Purchaser, Dakota Fence shall place a lawn sign on the property for the duration of Dakota Fence's work.

Acceptance of Proposal. The above prices, specifications, terms, and conditions are satisfactory and accepted by Purchaser. Dakota Fence is authorized to do the work as specified and Purchaser agrees to make payment as outlined above.

Date of Acceptance _____

Equal Opportunity Employer

By: Michael Reiner

Michael Reiner – Commercial Estimator

This Proposal may be withdrawn by Dakota Fence if not accepted within 5 days.

Purchaser

Purchaser Name: _____

By: _____

Print Name _____

Its: _____



PROPOSAL



Dakota Fence

2060 Sheyenne St | West Fargo, ND 58078

Phone: 701-237-6181 | Toll Free: 800-726-4064 | Fax: 701-293-7811

E-mail: sales@dakotafence.com Website: www.dakotafence.com

City of Fargo – Police Department PROPOSAL SUBMITTED TO	701.964.0286 PHONE	7/16/2026 DATE
105 25 th St N STREET	JOB NAME	
Fargo, ND 58102 CITY, STATE AND ZIP CODE	JOB LOCATION	

We hereby submit specifications and estimates for:

Gate operator material to include: (2) one horsepower LiftMaster INSUL24UL gate operators, (single/3-phase), (4) mounting posts, (2) drive chains, (4) safety bump edges, (2) photo eyes, (2) heaters, and (4) virtual loops.

Labor included: Installing mounting posts, mounting of operator unit on posts, mounting of UL325 safety devices, hook up of drive chain, and final commissioning of operator, setting of limits, walk thru with owner.

Labor NOT included: All electrical material and labor to energize the operator, low voltage (safety devices, keypads, etc...), saw cutting and installation of concrete/asphalt for loops, trenching and installation of pre-formed loops, controls, program maintenance, keypads, and communication cables.

*Auto-close functionality will not be enabled by Dakota Fence if loops have not been installed.

Winter maintenance: Owner's responsibility to keep snow and ice clear from the travel of the gate, under the gate, behind the gate and from the rollers. Snow removal is crucial for gate operation in winter months. Keep ice, snow and frost clear from all photo-eyes and motion sensors. Keep all snow clear from the bottom of all tilt gates, not allowing the entrapment edge to contact built up snow and ice.

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Notes/Exceptions:

- No electrical labor and material to energize the gate operators.
- All controls not listed above.
- Trenching, saw cutting or connection to owners' controls.
- Disconnect of existing power for removal of existing gate operator.

Terms of Payment to be made as follows: **50% down, monthly progress billings, and balance upon completion, all subject to approved credit**

Purchaser agrees to indemnify and hold harmless Dakota Fence and its agents from and against any and all claims, liabilities and damages, including outside and in-house attorneys' fees and costs, arising from or related to any failure to erect fence, guardrail, or other products on or within property lines; any failure to comply with by-laws, restrictive covenants, building codes or other restrictions; encroachment or interference with any easement; damage to any improvements, including underground sprinklers, utilities, including wires or pipes; frost heave; personal injury or death; removal of fence or products. Purchaser agrees that Dakota Fence's liability shall not exceed the amount paid to it under this Proposal. Dakota Fence shall not be liable for any direct, indirect, special, incidental, or consequential damages. Purchaser agrees to be responsible for excavated soil or Dakota Fence shall dispose of soil for an additional charge. All work to be completed according to standard industry practices. Any alteration or deviation from this proposal requires Dakota Fence's prior written consent and shall automatically become part of and subject to this Proposal. Any additional costs from any such change shall result in an extra charge, which Purchaser agrees to pay. Purchaser agrees to pay Dakota Fence's outside and in-house attorneys' fees and costs in the collection and enforcement of this Proposal. This Proposal contingent upon strikes, accidents or delays beyond Dakota Fence's control and supersedes all prior written or oral agreements. Purchaser agrees to carry all homeowner, liability and other necessary and required insurance. Dakota Fence's workers are fully covered by Workers Compensation Insurance or other required insurance. All fence or product remains the property of Dakota Fence until paid for by Purchaser and Purchaser authorizes Dakota Fence to remove the same and charge Purchaser for the fence or product and their removal if payment is not made per the terms of this Proposal. Purchaser agrees to pay 1.5% per month on all past due accounts. Any fence project that is considered custom or has special order materials is not returnable and therefore not fully refundable. A minimum of 25% restocking fee will apply with certain items being subject to higher restock fees as established from time to time by Dakota Fence.

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Equal Opportunity Employer

By: Michael Reiner

Michael Reiner - Commercial Estimator

This Proposal may be withdrawn by Dakota Fence within 5 days.

Purchaser

Purchaser Name: _____

By: _____

Print Name _____

Its: _____



PROPOSAL