

Public Comment

There will be a 30 minute public comment period before every City Commission Meeting. Members of the public will be allowed 2 minutes and 30 seconds to address the City Commission. Commissioners will not take any official action during this comment period. Please sign up no later than 12 p.m. the day of the City Commission Meeting you wish you attend.

Meeting Items

- A. Call to Order
- B. Pledge of Allegiance
- C. Approve Order of Agenda
- D. Approval of Minutes -- June 19, 2023
- E. Building Permits

Consent Agenda - Approve the Following:

- a. Bills
- b. Project No. 2273 – Intersection Modifications and Traffic Signal Improvement at 23rd Ave S and Bluestem Dr
 - Approve Plans and Specifications; and Direct Advertisement for Bids
- c. Master Service Agreement with HDR
 - Approve Master Service Agreement (MSA) with HDR
- d. Games of Chance for United Way of Cass Clay. Games to be conducted: Raffle Board at Light Consulting - Fiesta 4 Impact Fundraiser for United Way

Regular Agenda

- 1. Fireworks in West Fargo
 - a. Melanie Schacher -- consideration of change to Ordinance
 - b. Police and Fire report on Holiday week/weekend, complaints regarding fireworks
- 2. Body-Worn Camera Program Update -- Denis Otterness, Police Chief
- 3. West Fargo Events - Events Recap -- Mike Amundson, Executive Director of West Fargo Events
- 4. Selection of P3 Developer for the West Fargo Sports Arena P3 Project -- Commissioner Mark Simmons
- 5. Parking Agreement with Olson Family Properties -- Casey Sanders-Berglund, Economic Development Manager
- 6. Enterprise Grant for GreenHouse Business Center -- Casey Sanders-Berglund, Economic Development Manager
- 7. Property acquisitions with FEMA Hazard Mitigation Grant -- Dustin Scott, Assistant City Administrator and Pierre Freeman, Emergency Manager
 - Authorize (4) Purchase Agreements

8. Designation of Master Construction Co., Inc. as a Non-Responsible Bidder for Roadway and Underground Utility Projects -- Dan Hanson, City Engineer
 - Approve Resolution Declaring Master Construction Co., Inc. as a Non-Responsible Bidder for Roadway and Underground Utility Projects.
9. Sandhills 6th Addition -- Dan Hanson, City Engineer
 - Create Improvement District No. 1345, Approve Engineer's Report, Direct Engineer to prepare both a Task Order for "Basic Services" along with Plans and Specifications; and Approve Resolution of Necessity
10. Manhole Rehabilitation Project -- Dan Hanson, City Engineer
 - Create Project No. 1347 and Award Contract
11. Project No. 2261 – 2023 Mill and Overlay Project -- Dan Hanson, City Engineer
 - Approve Task Order No. 69-2 for “Basic Services” and Direct Engineer to prepare Plans and Specifications
12. Project No. 9038 – Bank Stabilization (622 Morrison St) -- Dan Hanson, City Engineer
 - Project Update and Award of Contracts
13. Sheyenne Street Bike Lane -- Dan Hanson, City Engineer
 - Approve addition of bike lane
14. First Reading of Ordinance 1233 - Legislative Updates -- John Shockley, City Attorney
15. Update on Commission Portfolios -- Bernie Dardis, Commission President
 - Change of Secondary Portfolio for Commissioner Brad Olson from Finance to Police and Fire
 - Change of Secondary Portfolio for Commissioner Mandy George from Police and Fire to Finance
17. City Administrator's Report
18. Correspondence
19. Non-Agenda Items
20. Adjourn



West Fargo City Commission Meeting
Monday, June 19, 2023
Commission Chambers 5:00 PM

The West Fargo City Commission met on Monday, June 19, 2023, at 5:00 p.m. Those present were Commissioners Bernie Dardis, Brad Olson, Roben Anderson, Mark Simmons and Mandy George.

The Public Comment portion of the meeting was opened at 5:00 p.m. There was no one present to speak. The public comment portion of the meeting was closed at 5:06 p.m.

The meeting was called back to order at 5:30 p.m.

The Pledge of Allegiance was recited.

Commissioner Olson moved and Commissioner Simmons seconded to approve the order of the agenda as distributed. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner Olson moved and Commissioner George seconded to approve the minutes from June 5, 2023 as presented. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner George moved and Commissioner Anderson seconded to approve the building permits as distributed. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Commissioner Olson moved and Commissioner Anderson seconded to approve the consent agenda as presented:

- a. Bills
- b. Approve price increase for the sale of Rip Rap
- c. A23-14 Shiloh 2nd Addition, a Conditional Use Permit for increased and illuminated signage for institutional identification in a residential district for a church
- d. A23-18 Sterling Industrial Park 1st Addition, an access request onto a minor arterial street
- e. A23-19 Selberg's 2nd Subdivision, a Conditional Use Permit for Accessory Building greater than 1,000 sf
- f. Airport Authority Bylaws
- g. MOA with West Fargo Public Schools for the '23-'24 school year

Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Bernie Dardis, Commission President brought forth the Cargill Inc. Repayment Agreement; approve Cargill, Inc. Repayment Agreement. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the Cargill Inc. Repayment Agreement. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.



West Fargo City Commission Meeting
Monday, June 19, 2023
Commission Chambers 5:00 PM

Denis Otterness, Police Chief appeared before the Commission for the approval of the second reading of City Ordinance revision of 1-07-03 Sale of Abandoned or Unclaimed Personal Property. Following discussion, Commissioner Olson moved and Commissioner Anderson seconded to approve the second reading of City Ordinance revision of 1-07-03 Sale of Abandoned or Unclaimed Personal Property). Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Ellen Rossow, Communications Specialist for the West Fargo Public Library presented the 2022 West Fargo Public Library Annual Report to the Commission. No action was taken.

Matt Andvik, Public Works Director appeared before the Commission to request approval of the purchase of 2021 budgeted Roll Off Truck. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve the purchase of 2021 budgeted Roll Off Truck. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission to request approval of Improvement District No. 1337 (The Wilds 21st – Phase 2); approve Change Order No. 3 No. 4. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve Improvement District No. 1337 (The Wilds 21st – Phase 2); approve Change Order No. 3 No. 4. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission to request approval of Project No. 1346 – Sanitary Sewer Access Improvements; approve Plans and Specifications and Authorize Advertisement for Bids. Following discussion, Commissioner Simmons moved and Commissioner Anderson seconded to approve Project No. 1346 – Sanitary Sewer Access Improvements; approve Plans and Specifications and Authorize Advertisement for Bids. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission to request approval of ADA Transition Plan; approve and adopt the ADA Transition Plan. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve ADA Transition Plan; approve and adopt the ADA Transition Plan. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motions were declared carried.

Dan Hanson, City Engineer appeared before the Commission to request approval of the Driveway Request for Reasonable Accommodations for 241 3rd Ave E, West Fargo; approve request for Reasonable Accommodations. Following discussion, Commissioner Simmons moved and Commissioner Anderson seconded to approve Driveway Request for Reasonable Accommodations for 241 3rd Ave E, West Fargo; approve request for Reasonable Accommodations. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission to request approval of the Carbon Reduction Program (CRP) Grant Acceptance; update along with the acceptance of the CRP Grant. Following discussion, Commissioner Olson moved and Commissioner George seconded to approve Carbon Reduction Program (CRP) Grant Acceptance; update along with the acceptance of the CRP Grant. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Dan Hanson, City Engineer appeared before the Commission to request approval of the Vehicle Purchase for Engineering Department Fleet; approve both Ford Escape's to be traded in for a new Engineering Fleet Vehicle. Following discussion, Commissioner Simmons moved and Commissioner Anderson seconded to approve Vehicle Purchase for Engineering Department Fleet; approve both Ford Escape's to be traded in for a new Engineering Fleet Vehicle. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

John Shockley, City Attorney appeared before the Commission to request approval of the Resolution Setting Permit Fees Schedule Relating to International Fire Code. Following discussion, Commissioner Simmons moved and Commissioner Olson seconded to approve the Resolution Setting Permit Fees Schedule Relating to International Fire Code. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.

Roben Anderson, Commissioner brought forth the discussion of water loss benchmarking. David Withee, a resident of West Fargo appeared before the Commission to speak on the item. No action was taken.

In regard to the Administrator's Report, Dustin Scott, Assistant City Administrator appeared before the Commission:

- a. Introduction of Heide Delorme, new Finance Director for the City of West Fargo
- b. Finance contract with AE2S was to come to an end the end of June 2023.
Commissioner Simmons moved and Commissioner Olson seconded to approve the 90-day extension with the contract. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the motion was declared carried.
- c. Update on HR Manager position interviews
- d. Update on hiring Library Director

There was no correspondence or non-agenda items.

Commissioner Simmons moved and Commissioner Olson seconded to adjourn the meeting. Commissioners George, Anderson, Olson, Simmons, and Dardis voted aye. No Commissioners present voted nay, the meeting adjourned at 7:14 p.m.

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT ACTIVITY REPORT
07/10/23**

	AS OF 6/30/2023			YEAR TO DATE		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL				2		\$ 2,450,000.00
RESIDENTIAL DWELLING	16	16	\$ 4,701,900.00	84	84	\$ 24,623,553.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC						
CHURCH						
ACCESSORY	12		\$ 302,035.00	82		\$ 1,371,583.00
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	1		\$ 700,000.00	15		\$ 8,049,000.00
RESIDENTIAL	7		\$ 123,435.00	49		\$ 1,158,387.00
PUBLIC				6		\$ 3,450,452.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION	2		\$ 121,850.00	4		\$ 181,850.00
MOVE						
PERMIT CANCELLATION						
TOTALS	38	16	\$ 5,949,220.00	242	84	\$ 41,284,825.00

WEST FARGO CITY COMMISSION MEETING

1 of 3

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
230457	Mike Gunderson	4432 Westport Pkwy	Mike Gunderson	\$ 15,000.00	Accessory - Deck
230454	Jordahl Custom Homes	1186 Marlys Drive West	Westport Investments, LLC	\$ 200,000.00	Residential Dwelling
230452	Leah McGregor	3347 2nd Street East	Leah McGregor	\$ 20,000.00	Remodel - Residential - Lower Level Finish
230455	Jordahl Custom Homes	1254 Jill Drive West	Westport Investments, LLC	\$ 215,000.00	Residential Dwelling
230461	Deckmasters	1118 Aspen Trail	Allen Holleman	\$ 38,000.00	Accessory - Deck
230464	Shawna Nelson	2166 Dock Drive West	Shawna Nelson	\$ 4,000.00	Accessory - Deck
230465	Matthew Bullis	1065 Ashley Drive West	Matthew Bullis	\$ 5,200.00	Accessory - Deck
230458	Red Leaf Homes	5873 Ellis Drive West	Westport Investments, LLC	\$ 330,000.00	Residential Dwelling
230425	Build Right	2726 12th Street West	Casey Klovstad	\$ 15,000.00	Accessory - Deck
230471	Jordahl Custom Homes	1133 Marlys Drive West	Westport Investments, LLC	\$ 195,000.00	Residential Dwelling
230480	Joshua Ramberg, ETAL	5236 11th Street West	Joshua Ramberg	\$ 2,500.00	Accessory - Deck
230490	Groundworks of MN	991 39 1/2 Avenue West	Joshua Rolczynski	\$ 8,098.00	Remodel - Residential
230492	SSC Construction, Inc.	513 17th Street East	Betty Fradet, LE	\$ 15,000.00	Remodel - Residential
230169	Michael Larson	1212 Commander Drive West	Michael Larson	\$ 40,000.00	Remodel - Residential - Lower Level Finish
230493	Valor Contracting	2111 Main Avenue East	FSABC Storage LLC	\$ 101,850.00	Demolish - Two Tenant Lease Buildings
230473	Spice Enterprises, LLC	910 16th Avenue West	Spice Enterprises, LLC	\$ 5,000.00	Accessory - Deck
230487	Deck Masters	4423 Newport Lane	Dori Amundson	\$ 18,900.00	Accessory - Deck
230503	American Waterworks	302 Cherry Court	Cory Hass ETAL	\$ 5,137.00	Remodel - Residential - Foundation Repair
230499	Epic Companies	360 32nd Avenue West	Sheyenne 32 West, LLC 97.9%	\$ 700,000.00	Remodel - Commercial - Fitup Space for events
230478	Charles Keller	2224 10th Court West	Charles Keller	\$ 24,000.00	Accessory - Deck
230489	Michelle Lenk	1329 27th Avenue West	Michelle Lenk	\$ 10,000.00	Accessory - Deck

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
230481	Advanced Builders	907 2nd Street East	Robert Gunderson	\$ 20,000.00	Demolish - Attached Garage
230500	Jordahl Custom Homes	1150 Marlys Drive West	Jordahl Custom Homes	\$ 175,000.00	Residential Dwelling
230501	Jordahl Custom Homes	878 60th Avenue West	Jordahl Custom Homes	\$ 300,000.00	Residential Dwelling
230502	Jordahl Custom Homes	1157 Marlys Drive West	Westport Investments, LLC	\$ 295,000.00	Residential Dwelling
230515	Custom Basement Solutions, LLC	206 2nd Avenue West	Cody Kopp	\$ 8,200.00	Remodel - Residential - Foundation Repair
230496	Minion Construction	4117 Carmell Place	Seth Anderson	\$ 33,500.00	Accessory - Detached Garage
230495	Matt Hoveland	1843 10th Street West	Matt Hoveland	\$ 18,000.00	Accessory - Deck
230512	Jordahl Custom Homes	1172 Marlys Drive West	Westview Investments LLC	\$ 185,000.00	Residential Dwelling
230459	Cornerstone Remodeling	2357 Harbor Lane West	Cornerstone Remodeling	\$ 385,000.00	Residential Dwelling
230505	Jeremy Stensland	1013 49th Tr W	Jeremy Stensland	\$ 3,500.00	Accessory - Deck
230477	American Custom Decks	2310 12th Street West	Gerald Sollin	\$ 27,000.00	Remodel - Residential - addition
230517	Seamless Pro LLC	2071 11th Street West	Gerald Bennefield	\$ 4,935.00	Accessory - Deck
230513	Paradise Pools	3120 Sheyenne River Way	Simon Irish	\$ 50,000.00	Accessory - Pool
230443	Bachmeier Custom Homes	207 25th Avenue East	Bachmeier Custom Homes	\$ 500,000.00	Residential Dwelling
230466	Advanced Builders	907 2nd Street East	Robert Gunderson	\$ 37,000.00	Accessory - Detached Garage
230532	Plecity Kowalski Construction	2403 Mcleod Drive East	Bachmeier Custom Homes	\$ 480,000.00	Residential Dwelling
230525	Heritage Homes	686 Rania Way West	Active55, LLC	\$ 596,900.00	Residential Dwelling
230538	Jordahl Custom Homes	894 60th Avenue West	Jordahl Custom Homes	\$ 215,000.00	Residential Dwelling
230539	Jordahl Custom Homes	1130 60th Avenue West	Jordahl Custom Homes	\$ 260,000.00	Residential Dwelling
230540	Jordahl Custom Homes	1124 60th Avenue West	Jordahl Custom Homes	\$ 190,000.00	Residential Dwelling
230537	Jordahl Custom Homes	6031 60th Avenue West	Jordahl Custom Homes	\$ 180,000.00	Residential Dwelling

Building Department Report - Summary

NO.	CONTRACTOR	ADDRESS	OWNER	VALUATION	PERMIT FOR
230541	Jordahl Custom Homes	5525 11th Street West	Jordahl Custom Homes	\$ 2,500.00	Accessory - Deck
230547	Premium Decks	420 7th Street West	James Hagel	\$ 15,000.00	Accessory - Deck

**WEST FARGO CITY COMMISSION MEETING
BUILDING DEPARTMENT MONTHLY COMPARISON REPORT
07/10/23**

	JUNE 2022			JUNE 2023		
	# PERMITS	# UNITS	VALUATION	# PERMITS	# UNITS	VALUATION
<u>BUILDING NEW</u>						
COMMERCIAL	4		\$ 2,542,790.00	2		\$ 2,450,000.00
RESIDENTIAL DWELLING	85	85	\$ 37,388,757.00	84	84	\$ 24,623,553.00
RESIDENTIAL TWINHOME						
RESIDENTIAL TOWNHOME						
RESIDENTIAL MULTIPLE						
PUBLIC	3		\$ 17,867,265.00			
CHURCH						
ACCESSORY	104		\$ 3,079,851.00	82		\$ 1,371,583.00
FOUNDATION ONLY						
<u>BUILDING REMODEL</u>						
COMMERCIAL	34		\$ 13,091,807.00	15		\$ 8,049,000.00
RESIDENTIAL	66		\$ 2,279,479.00	49		\$ 1,158,387.00
PUBLIC	3		\$ 3,490,330.00	6		\$ 3,450,452.00
CHURCH						
ACCESSORY						
<u>BUILDING OTHER</u>						
DEMOLITION	2		\$ 164,000.00	4		\$ 181,850.00
MOVE						
PERMIT CANCELLATION	1		\$ (530,000.00)			
TOTALS	300	85	\$ 79,374,279.00	242	84	\$ 41,284,825.00

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CITY OF WEST FARGO, ND
Claim Details
For the Accounting Period: 6/23

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For dates posted from 06/16/23 to 07/07/23
* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
111180	107782S	4965 ADMIR AND ELMA OMERHODZIC	300.00						
1	06/15/23	Tree 5217 10th St	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
111167	107784S	3179 ADVANCED ENGINEERING &	1,869.03						
1	87761 06/13/23	I&C SYSTEMS SERVICE	1,869.03			6025 450000	430		101000
111168	107784S	3179 ADVANCED ENGINEERING &	60.00						
1	87780 06/13/23	I&C SYSTEM SERVICE	60.00			6025 450000	430		101000
111309		3179 ADVANCED ENGINEERING &	4,901.10						
1	87879 06/13/23	SCADA Network Vz Upgrade	4,901.10*			4004 480000	670		101000
		Total for Vendor:	6,830.13						
111232	107787S	4444 ALEyna LEIBFRIED	180.00						
1	06/30/23	P&Z MEETING	180.00			1000 418000	111		101000
		Total for Vendor:	180.00						
111239	107969S	4968 ALISHA EVELAND	1,795.62						
1	06/01/23	CHILD CARE IMPROV. GRANT	999.95			2960 411900	416		101000
2	06/15/23	CHILD CARE IMPROV. GRANT	795.67			2960 411900	416		101000
111328		4968 ALISHA EVELAND	965.75						
1	06/26/23	CHILD CARE IMPROV. GRANT	965.75			2960 411900	416		101000
		Total for Vendor:	2,761.37						
111285	107979S	4467 ALL FINISH CONCRETE	330,273.96						
1	03/31/23	Fire Station HQ Pay App 11	330,273.96*			4795 480000	670		101000
		Total for Vendor:	330,273.96						
111176	107788S	2947 ALLSTATE PETERBILT OF FARGO	12,899.50						
1	4008149700 05/15/23	4021 FUEL TANK REP	2,103.16*			6010 450200	322		101000
2	4008149699 05/22/23	412 FUEL TANK/BOX ASSY/MIR	10,796.34*			6010 450200	322		101000
		Total for Vendor:	12,899.50						

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111326	107996S	3490 AMAZON CAPITAL SERVICES	3,042.16								
1	03/20/23	PD	31.85			1000		421000	497		101000
2	03/21/23	PS Passport Port	77.93			1000		421000	497		101000
3	03/26/23	Communications Camera	2,369.00			1000		416200	497		101000
4	04/03/23	Library Scanner	89.59*			1000		411600	497		101000
5	04/07/23	PD Screem Protector	21.71			1000		421000	497		101000
6	04/17/23	SA410	30.57			1000		414104	497		101000
7	04/28/23	Court Headset	343.98			1000		412000	497		101000
8	04/29/23	Library Scanner	77.53			1000		421000	497		101000
		Total for Vendor:	3,042.16								
111311	-99648E	4672 ASSURE PAYROLL TAX MANAGEMENT	192,356.86								
1		Social Security	89,213.88			1000		212501			101000
2		Medicare	20,864.46			1000		212502			101000
3		Federal Income Tax	71,283.52			1000		212503			101000
4		ND State Tax	7,128.00			1000		212504			101000
5		MN State Tax	3,867.00			1000		212505			101000
		Total for Vendor:	192,356.86								
111225	107797S	3489 BOLTON & MENK, INC	21,903.50								
1	0313010	05/31/23 WF Downtown Master Plan	21,903.50			1000		418000	418		101000
111320		3489 BOLTON & MENK, INC	1,468.50								
1	0314390	06/20/23 Traffic Signal Timing Plans	1,468.50			1000		430000	487		101000
111355		3489 BOLTON & MENK, INC	17,799.00								
1	0314389	06/20/23 WF Downtown Master Plan	17,799.00			1000		418000	418		101000
		Total for Vendor:	41,171.00								
111235	107800S	3999 BRADY WOODARD	90.00								
1	06/30/23	P&Z MEETINGS	90.00			1000		418000	111		101000
		Total for Vendor:	90.00								

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111217	107801S	3758 BRANDON GAUGLER	98.00						
1	2023 06/12/23	St conv Belfield-per diem	98.00			2060 415200	340		101000
		Total for Vendor:	98.00						
111182	107802S	73 BRAUN INTERTEC	1,626.50						
1	B345748 06/15/23	1316	1,626.50*			4065 480000	724		101000
111184	107802S	73 BRAUN INTERTEC	2,042.00						
1	B345750 06/15/23	2263	2,042.00*			4797 480000	724		101000
111185	107802S	73 BRAUN INTERTEC	419.25						
1	B345749 06/15/23	1337	419.25*			4086 480000	724		101000
111325		73 BRAUN INTERTEC	5,509.50						
1	B339506 04/21/23	4795	5,509.50*			4795 480000	724		101000
		Total for Vendor:	9,597.25						
111207	107805S	351 BUSINESS ESSENTIALS	30.00						
1	620927-1 05/09/23	D Nerud Business Cards	30.00			2060 415200	410		101000
		Total for Vendor:	30.00						
111128	107808S	51 CASS COUNTY ELECTRIC COOP	1,214.97						
1	1090222 06/05/23	1090222 04/30/23 thru 05-31-2	1,214.97			2060 415200	527		101000
111266	107993S	51 CASS COUNTY ELECTRIC COOP	45,192.83						
1	06/09/23	SHEYENNE STREET METER	464.29			2310 452120	527		101000
2	06/09/23	LIGHTS PARKING RAMP	1,081.81			2310 452120	527		101000
3	06/09/23	SHEYENNE STAGE	1,723.73			2310 452120	527		101000
4	06/09/23	LIFT STATIONS	25,372.00*			6025 450000	351		101000
5	06/09/23	STREET LIGHT FEED POINTS	16,551.00*			1000 430002	391		101000
111336		51 CASS COUNTY ELECTRIC COOP	242.27						
1	06/05/23	Airport Electric	242.27			7050 500000	420		101000
		Total for Vendor:	46,650.07						

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111324		46 CASS RURAL WATER USERS	30.29						
1	06/25/23	6482 AIRPORT WATER BILLING	30.29			7050 500000	420		101000
		Total for Vendor:	30.29						
111353		2909 CC STEEL LLC	18,481.22						
1	6F 07/03/23	1340	18,481.22*			4089 480000	670		101000
		Total for Vendor:	18,481.22						
111169	107813S	2875 CENTRAL LANDSCAPE SUPPLY INC	2,420.50						
1	319308 06/13/23	TREE BAGS	2,117.50			2210 428000	358		101000
2	319337 06/13/23	TREE BAGS	303.00			2210 428000	358		101000
		Total for Vendor:	2,420.50						
111307		1777 CENTURY LINK	68.04						
1	Jun 23 06/07/23	WF Airport	68.04			7050 500000	356		101000
		Total for Vendor:	68.04						
111196	107815S	4868 CHELSEY MOSS	1,301.17						
		RUBICON CONFERENCE - NY, NY							
1	06/16/23	TRAVEL REIMBURSEMENT	1,301.17			6010 450200	340		101000
		Total for Vendor:	1,301.17						
110835	107974S	4916 CHRIS ANDERSON	300.00						
1	06/01/23	Tree 1203 27TH AVE W	300.00			5000 422000	490		101000
		Total for Vendor:	300.00						
111227	107817S	2880 CITY OF FARGO	671,009.30						
2	06/06/23	1 GSR	70,218.70			6020 450000	345		101000
3	06/06/23	WATER 1 32 AVE S	149,372.60			6020 450000	345		101000
4	06/06/23	WATER 1 MAIN AVE	203,242.95			6020 450000	345		101000
5	06/06/23	SEWER 2220 57 ST N	248,154.00			6025 450000	347		101000
6	06/06/23	WATER 5635 14 AVE N	9.05			6020 450000	345		101000
7	06/06/23	SEWER 5635 14 AVE N	12.00			6025 450000	527		101000
		Total for Vendor:	671,009.30						

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111341		3814 CLARITAS	358.00						
1	2722953	06/21/23 9-TECH-SPOT-TRAN	358.00			1000 416200	667		101000
		Total for Vendor:	358.00						
111158	107819S	2482 CODY BEILKE	63.24						
1	06/15/23	meal reimb	18.00			1000 421000	340		101000
2	06/15/23	fuel reimb	45.24			1000 421000	340		101000
		Total for Vendor:	63.24						
111181	107820S	229 CONSOLIDATED COMMUNICATIONS	82.38						
1	433-5381/0	06/01/23 701-433-5381/0 06-01-23	82.38			2060 415200	356		101000
		Total for Vendor:	82.38						
111242	107967S	4822 DAKOTA CONSTRUCTION	9,617.95						
1	2023-089	06/09/23 MATERIALS & LABOR	9,617.95*			2960 411900	654		101000
		Total for Vendor:	9,617.95						
111292	107980S	859 DAKOTA ELECTRIC CONSTRUCTION CO	57,060.00						
1	03/31/23	Fire Station HQ Pay App 11	57,060.00*			4795 480000	670		101000
111304	107980S	859 DAKOTA ELECTRIC CONSTRUCTION CO	84,690.00						
1	04/01/23	Fire Station HQ Pay App 12	84,690.00*			4795 480000	670		101000
		Total for Vendor:	141,750.00						
111183	107826S	87 DAKOTA TIRE	2,623.89						
1	88416	05/05/23 Sq 76 Wire Repair/clear codes	168.97			2060 415200	427		101000
2	932134	06/06/23 C-2 Oil Change	42.13			2060 415200	427		101000
3	932133	06/06/23 EM Vehicle Oil Change	40.14			2060 415200	427		101000
4	932289	06/12/23 C1-4 New Tires	1,247.92			2060 415200	427		101000
5	88475	06/14/23 C-1 Brakes	1,124.73			2060 415200	427		101000
		Total for Vendor:	2,623.89						
111354		90 DAKOTA UNDERGROUND	44,017.89						
1	8	06/20/23 1337	44,017.89*			4086 480000	670		101000
		Total for Vendor:	44,017.89						

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111199	107827S	4966 DANA SAFETY SUPPLY INC	3,599.10								
1	848366	05/04/23 tk vault for 1194	3,599.10*			2531		421000	610		101000
		Total for Vendor:	3,599.10								
111178	107828S	4963 DARRELL CRISSLER	300.00								
1	05/18/23	Tree 2415 McLeod Dr	300.00			5000		422000	490		101000
		Total for Vendor:	300.00								
111230	107830S	2813 DAVID GUST	150.00								
1	06/30/23	P&Z 5@ 30.00	150.00			1000		418000	111		101000
		Total for Vendor:	150.00								
111322		3395 DENNIS & CYNTHIA POKRZYWINSKI	50.00								
1		Work Shirt RR	50.00			1000		414104	410		101000
		Total for Vendor:	50.00								
111321		3772 DIAMOND HOME SPECIALTIES	1,292.97								
1	10223	06/23/23 Runway light repair	1,292.97			7050		500000	653		101000
		Total for Vendor:	1,292.97								
111186	107833S	4049 EAPC ARCHITECTS ENGINEERS	14,175.00								
1	54428	06/08/23 Prog 20212970 04-30 to 05-27	14,175.00*			4795		480000	670		101000
		Total for Vendor:	14,175.00								
111282	107994S	4976 EMILY HAGEMEISTER	98.81								
1	ONLINEORDE	06/22/23 HR MANAGER INTERVIEW LUNCH	98.81			1000		414103	399		101000
		Total for Vendor:	98.81								
111229	107835S	3240 ERIC DODDS	150.00								
1	06/30/23	P&Z MEETING	150.00			1000		418000	111		101000
		Total for Vendor:	150.00								
111187	107837S	2862 ESSENTIA HEALTH	7,605.35								
1	04.2023	04/11/23 April Annual Physicals	2,471.00			2060		415200	996		101000
2	06.2023	06/13/23 June Annual Physicals	2,022.00			2060		415200	996		101000
3	06.2023.1	06/13/23 Nesvold Cardiac Screening	754.87			2060		415200	996		101000

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4	06.2023.2	06/13/23 Ventin Cardiac Screening	78.87			2060 415200	996		101000
5	06.2023.3	06/13/23 Berg Cardiac Screening	754.87			2060 415200	996		101000
6	06.2023.4	06/13/23 Rix Cardiac Screening	754.87			2060 415200	996		101000
7	06.2023.5	06/13/23 Gaugler Cardiac Screening	768.87			2060 415200	996		101000
		Total for Vendor:	7,605.35						
111157	107843S	151 FEDERAL EXPRESS	20.91						
1	816203766	06/14/23 pkg mailed	10.74			1000 421000	661		101000
2	815517638	06/07/23 pkg mailed	5.08			1000 421000	661		101000
3	814795989	06/07/23 pkg mailed	5.09			1000 421000	661		101000
		Total for Vendor:	20.91						
111335		2499 FM CONVENTION & VISITORS BUREAU	40,710.34						
1	Lodging Tax 2%		27,140.23			2141 411500	533		101000
2	Capital Fund 1%		13,570.11			2141 411500	653		101000
		Total for Vendor:	40,710.34						
111173	107846S	155 GALLS, LLC	233.66						
1	024717145	06/06/23 equip for crouse	38.51			1000 421000	422		101000
2	024743701	06/08/23 replace pants for adel	79.20			1000 421000	422		101000
3	024787831	06/13/23 k9 badge for jazz	155.04			1000 421000	915		101000
4	024607767	05/24/23 cadets name tags	28.74			1000 421000	375		101000
5	024642021	05/30/23 pants for beilke	81.00			1000 421000	422		101000
6	024642110	05/30/23 holster for hinrichs	54.99			1000 421000	422		101000
7	024642103	05/30/23 holster for d. todd	54.99			1000 421000	422		101000
8	024642102	05/30/23 holster for christianson	54.99			1000 421000	422		101000
9	024643465	05/30/23 bike pants crouse	72.90			1000 421000	422		101000
10	104354	09/27/22 credit	-273.98			1000 421000	422		101000
11	105191	12/01/22 credit	-70.24			1000 421000	422		101000
12	106469	03/16/23 credit	-42.48			1000 421000	422		101000
111188	107846S	155 GALLS, LLC	693.33						
1	24641379	05/30/23 S Johnson-Class A Shirt	74.50*			2060 415200	422		101000
2	24641382	05/30/23 D Nerud-Class A Shirt	76.82*			2060 415200	422		101000
3	24641385	05/30/23 K Frost-Class A Shirt	58.34*			2060 415200	422		101000
4	24641386	05/30/23 Coronato,Susith-Class A Shir	153.38*			2060 415200	422		101000
5	24641393	05/30/23 D Dominguez-Class A Shirt	75.79*			2060 415200	422		101000

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6	24641493	05/30/23 McCann, Temp-Class A Shirt	148.38*			2060		415200	422		101000
7	24641493	05/30/23 J Morlan-Jobshirt	106.12*			2060		415200	422		101000
		Total for Vendor:	926.99								
111189	107847S	3678 GARRETT RIX	49.98								
1	061323	06/13/23 2 pants-Honor Guard Stripes	49.98*			2060		415200	422		101000
		Total for Vendor:	49.98								
111289	107981S	4450 GRAFSTROM CONSTRUCTION	12,675.91								
1	03/31/23	Fire Station HQ Pay App 11	12,675.91*			4795		480000	670		101000
111297	107981S	4450 GRAFSTROM CONSTRUCTION	10,261.66								
1	04/01/23	Fire Station HQ Pay App 12	10,261.66*			4795		480000	670		101000
		Total for Vendor:	22,937.57								
111190	107850S	556 GRAINGER, INC.	161.72								
1	9694545261	05/03/23 SS Ceiling Fan	161.72			2060		415200	420		101000
		Total for Vendor:	161.72								
111245	107972S	4971 HAYLEY ASHTON	7,500.00								
1	06/09/23	CHILD CARE IMPROV. GRANT	7,500.00			2960		411900	416		101000
		Total for Vendor:	7,500.00								
111300	107982S	4978 HOUSE OF GLASS	34,649.14								
1	04/01/23	Fire Station HQ Pay App 12	34,649.14*			4795		480000	670		101000
		Total for Vendor:	34,649.14								
111159	107855S	1226 HP INC.	125.00								
1	06/12/23	usb dock/haider	125.00			1000		421000	340		101000
	9017051497										
		Total for Vendor:	125.00								
111049	107860S	2500 INLAND TRUCK PARTS & SERVICE	2,762.74								
1	1390501	06/05/23 OIL SAMPLE KIT	340.40			6010		450200	427		101000
2	1396859	06/14/23 7042 HYD PUMP KIT	3,251.56*			4387		480000	427		101000
3	1397760	06/15/23 4006 POWERSHIFT PTO	2,740.78			6010		450200	427		101000
4	CM085147	05/01/23 CREDIT	-3,570.00			6010		450200	427		101000
		Total for Vendor:	2,762.74								

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111191	107861S	211 INTERSTATE BATTERIES	102.20								
1	216127	06/15/23 Batteries for (2) EMS Bikes	102.20			2060		415200	420		101000
		Total for Vendor:	102.20								
111305		233 J & L SPORTS	35.00								
1	30575	06/20/23 Embroidery	35.00			1000		414101	410		101000
		Total for Vendor:	35.00								
111163	107864S	3801 JAMES ELLEFSON	329.98								
1		06/15/23 clothing reimb	329.98			1000		421000	422		101000
		Total for Vendor:	329.98								
111216	107866S	3515 JOE JOHNSON	98.00								
1	2023	06/12/23 State Conv. Belfield-per diem	98.00			2060		415200	340		101000
		Total for Vendor:	98.00								
111231	107867S	2747 JOE KOLB	180.00								
1		06/30/23 P&Z MTG 6 @ 30.00	180.00			1000		418000	111		101000
		Total for Vendor:	180.00								
111238	107964S	4499 JORDAN MOLL	49.00								
1		09/12/22 ND TAX FILING REFUND	49.00			1000		214100			101000
		Total for Vendor:	49.00								
111244	107971S	4970 JUNKYARD BREWING CO	16,932.38								
1		06/14/23 BUSINESS INCENTIVE AGREEMENT	16,932.38*			2960		411900	654		101000
		Total for Vendor:	16,932.38								
111240	107966S	4574 KARVONEN PROPERTIES	1,015.10								
1		06/02/23 ENTERPRISE GRANT REIMBURSEMENT	1,015.10*			2960		411900	654		101000
		Total for Vendor:	1,015.10								
111236	107870S	4967 KATHI SCHWAN	30.00								
1		06/30/23 P&Z MEETINGS	30.00			1000		418000	111		101000
		Total for Vendor:	30.00								

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111246	107968S	4886 KERRI STREYLE	1,496.89								
1	05/19/23	CHILD CARE IMPROV. GRANT	1,496.89			2960		411900	416		101000
		Total for Vendor:	1,496.89								
111286	107983S	693 KPH, INC	4,587.75								
1	04/01/23	Fire Station HQ Pay App 12	4,587.75*			4795		480000	670		101000
111293	107983S	693 KPH, INC	1,181.25								
1	03/31/23	Fire Station HQ Pay App 11	1,181.25*			4795		480000	670		101000
		Total for Vendor:	5,769.00								
111233	107874S	3645 LANA RAKOW	60.00								
1	06/30/23	P&Z MEETINGS	60.00			1000		418000	111		101000
		Total for Vendor:	60.00								
111166	107876S	260 LAR'S BODY SHOP	13,926.02								
1	5510 06/07/23	#1192 repairs	13,926.02*			1000		421000	322		101000
		Total for Vendor:	13,926.02								
111287	107984S	4555 LEDGESTONE INC	12,561.65								
1	03/31/23	Fire Station HQ Pay App 11	12,561.65*			4795		480000	670		101000
111295	107984S	4555 LEDGESTONE INC	16,841.15								
1	04/01/23	Fire Station HQ Pay App 12	16,841.15*			4795		480000	670		101000
		Total for Vendor:	29,402.80								
111338		1741 LIBERTY BUSINESS SYSTEMS, INC	1,285.69								
1	34334169	06/26/23 Copier	156.05			1000		415000	428		101000
2	34334170	06/26/23 Copier	1,129.64			1000		415000	428		101000
		Total for Vendor:	1,285.69								
111197	107882S	3603 LOGAN JACOBSON	217.00								
		RUBICON CONFERENCE - NY,NY									
1	06/16/23	TRAVEL REIMBURSEMENT	217.00			6010		450200	340		101000
		Total for Vendor:	217.00								

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111192	107884S	3502 M &T Fire	16,936.45						
1	10632	06/02/23 (2) Detergent Pump/gear washer	695.04			2060 415200	420		101000
2	10682	06/14/23 (10) Armored Vests	16,241.41			2060 415200	641		101000
		Total for Vendor:	16,936.45						
111194	107886S	3536 MACQUEEN EMERGENCY	1,190.00						
1	15975	06/01/23 10 Safety Hoods	1,190.00			2060 415200	641		101000
		Total for Vendor:	1,190.00						
111261	107978S	4973 MAKAYLA SWENSON	1,405.02						
1		06/10/23 TRAVEL REMIMBURSEMENT	1,405.02			1000 414103	340		101000
		Total for Vendor:	1,405.02						
111291	107985S	68 MANNING MECHANICAL	40,500.00						
1		03/31/23 Fire Station HQ Pay App 11	40,500.00*			4795 480000	670		101000
111303	107985S	68 MANNING MECHANICAL	522,817.43						
1		04/01/23 Fire Station HQ Pay App 12	522,817.43*			4795 480000	670		101000
		Total for Vendor:	563,317.43						
111306		3488 MARK HOUSH	103.13						
1		06/02/23 NW Minn Chap BO	103.13			1000 418000	340		101000
		Total for Vendor:	103.13						
111316	-99643E	4664 MASS MUTUAL	4,434.66						
1		June Contributions	4,434.66			1000 212528			101000
		Total for Vendor:	4,434.66						
111218	107888S	3630 MATRIX TRUST COMPANY	5,751.00						
1		06/16/23 pre-tax	4,529.00			1000 212547			101000
2		06/16/23 post-tax	1,222.00			1000 212548			101000
		Total for Vendor:	5,751.00						

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111195	107890S	299 MENARDS	36.80						
1	140957	05/31/23 SS Plumb Supplies	26.33			2060 415200	420		101000
2	100032	06/05/23 Anchor Line/Elec Tape	55.97			2060 415200	420		101000
3	120342	06/06/23 Return Anchor Line	-49.99			2060 415200	420		101000
4	121332	06/06/23 Clevis Link	4.49			2060 415200	420		101000
111337		299 MENARDS	36.45						
1	06/13/23	Supplies	36.45			1000 414200	410		101000
		Total for Vendor:	73.25						
111347	108008S	4981 MIKE HANSON	300.00						
	MOVED	TRANS CAR AND MOTORCYCLE FROM 622 MORRISON ST TO NEW LOCATION ESH							
1	06/24/23	622 MORRISON ST AUTOS MOVED	300.00*			4068 480000	475		101000
		Total for Vendor:	300.00						
111234	107894S	3998 MIKE THORSTAD	150.00						
1	06/30/23	P&Z MEETINGS	150.00			1000 418000	111		101000
		Total for Vendor:	150.00						
111156	107895S	772 MINNKOTA	141.76						
1	443674	05/31/23 may recycling & doc destructio	141.76			1000 421000	420		101000
		Total for Vendor:	141.76						
111299	107986S	4756 MINNKOTA ARCHITECTURAL PRODUCTS	95,311.75						
1	04/01/23	Fire Station HQ Pay App 12	95,311.75*			4795 480000	670		101000
		Total for Vendor:	95,311.75						
111290	107987S	4977 MORRIS PAINTING	9,000.00						
1	03/31/23	Fire Station HQ Pay App 11	9,000.00*			4795 480000	670		101000
		Total for Vendor:	9,000.00						
111294	107988S	4575 MORTENSON MASONRY INC	61,389.90						
1	04/01/23	Fire Station HQ Pay App 12	61,389.90*			4795 480000	670		101000
		Total for Vendor:	61,389.90						

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111160	107897S	688 MOTOROLA SOLUTIONS, INC	1,050.00						
1	8281613682	04/20/23 interview rm library web 4	1,050.00			1000 421000	497		101000
111198	107897S	688 MOTOROLA SOLUTIONS, INC	2,722.05						
1	1187100778	06/13/23 Replacement for damaged Mi	544.41			2060 415200	641		101000
2	1187100777	06/13/23 (4) new mic's for Events	2,177.64			2060 415200	641		101000
		Total for Vendor:	3,772.05						
111241	107970S	4969 MR. & MRS. G CHILDCARE	320.21						
1	05/19/23	CHILD CARE IMPROV. GRANT	320.21			2960 411900	416		101000
		Total for Vendor:	320.21						
111205	107899S	695 NASRO	400.00						
1	m230616nd	06/16/23 membership/balvik 40841	40.00			1000 421000	667		101000
2	m230616nd	06/16/23 membership/a. feltman 99944	40.00			1000 421000	667		101000
3	m230616nd	06/16/23 membership/r. feltman 95534	40.00			1000 421000	667		101000
4	m230616nd	06/16/23 membership/hanson 104200	40.00			1000 421000	667		101000
5	m230616nd	06/16/23 membership/jorgensen 55229	40.00			1000 421000	667		101000
6	m230616nd	06/16/23 membership/ostlund 104201	40.00			1000 421000	667		101000
7	m230616nd	06/16/23 membership/pearson 10097	40.00			1000 421000	667		101000
8	m230616nd	06/16/23 membership/roll 76038	40.00			1000 421000	667		101000
9	m230616nd	06/16/23 membership/schweyen 95422	40.00			1000 421000	667		101000
10	m230616nd	06/16/23 membership/swiggum 105874	40.00			1000 421000	667		101000
		Total for Vendor:	400.00						
111179	107900S	4964 NATHAN DUCHENE	190.00						
1	06/15/23	Tree 1229 30th Ave W	190.00			5000 422000	490		101000
		Total for Vendor:	190.00						
111313	-99646E	3546 NATIONWIDE INVESTMENT ADVISORS	1,580.00						
1		June Contributions - Post Tax	1,580.00			1000 212551			101000
111314	-99645E	3546 NATIONWIDE INVESTMENT ADVISORS	6,939.32						
1		June Contributions - Pre Tax	6,939.32			1000 212550			101000
		Total for Vendor:	8,519.32						

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111312	-99647E	4482 ND CHILD SUPPORT DIVISION	2,747.42						
1	Child Support		2,747.42			1000 212549			101000
		Total for Vendor:	2,747.42						
111333		336 NDAAO	620.00						
1	NDAAO Conference Reg.		320.00			1000 414101	340		101000
2	NDAAO Membership		300.00*			1000 414100	667		101000
		Total for Vendor:	620.00						
111200	107902S	3946 NDFA	2,180.98						
1	2023060701 06/07/23 Ed. Mat/23 Summer Academy		2,180.98			2060 415200	340		101000
		Total for Vendor:	2,180.98						
111352		271 NETCENTER TECHNOLOGIES	785.00						
1	191671 06/27/23 IT Support		785.00			1000 414104	497		101000
		Total for Vendor:	785.00						
111323		2626 NICK LEE	36.87						
1	Shirt RR		36.87			1000 414101	410		101000
		Total for Vendor:	36.87						
111248	107976S	2889 NORTHLAND TRUCK SALES INC	234,870.00						
1	1936 05/16/23 2024 SANITATION TRUCK		234,870.00*			6010 450200	870		101000
		Total for Vendor:	234,870.00						
111228	107906S	141 NORTHSTAR SAFETY, INC	64.80						
1	35220 06/06/23 Paint Supplies		64.80			1000 414200	410		101000
		Total for Vendor:	64.80						
111358		4892 NORTHWEST TIRE INC.	19.26						
1	06/29/23 Tire Repair		19.26*			1000 414200	427		101000
		Total for Vendor:	19.26						

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111302	107989S	322 NOVA FIRE PROTECTION	13,500.00						
1	04/01/23	Fire Station HQ Pay App 12	13,500.00*			4795 480000	670		101000
		Total for Vendor:	13,500.00						
111201	107915S	276 OSTROMS ACE HARDWARE	280.28						
1	223637	04/20/23 Fire Ext Crbn Mnoxde Dect/CRR	71.98			2060 415200	320		101000
2	223654	04/24/23 Co 2 pack/ co alarm/ Inspectio	96.97			2060 415200	320		101000
3	223655	04/24/23 Train-Dowels	9.98			2060 415200	320		101000
4	223679	04/26/23 Train-Dowels	9.58			2060 415200	320		101000
5	223680	04/26/23 Train-Dowels	0.40			2060 415200	320		101000
6	223746	05/04/23 Fixing Tr Grnds	47.45			2060 415200	320		101000
7	223850	05/17/23 Tie Wire-Crr	13.99			2060 415200	320		101000
8	223911	05/24/23 Hrdwre-Tr Grnds Repairs	17.27			2060 415200	320		101000
9	223921	05/24/23 install soap dispensers	12.66			2060 415200	420		101000
		Total for Vendor:	280.28						
111247	107973S	4972 PAULA VILLANUEVA	1,223.44						
1	06/19/23	CHILD CARE IMPROV. GRANT	1,223.44			2960 411900	416		101000
		Total for Vendor:	1,223.44						
111112	107918S	563 PETRO SERVE USA	63.32						
1	05/31/23	WF Airport Fuel	63.32			7050 500000	420		101000
111208	107918S	563 PETRO SERVE USA	1,014.39						
1	967995	05/31/23 Finance charge	11.70			1000 414100	740		101000
2	967995	05/31/23 967995 May FD Fuel	1,002.69			2060 415200	424		101000
111224	107918S	563 PETRO SERVE USA	48,196.39						
1		PD Gas 13841.19	13,372.78			1000 421000	424		101000
2		City Hall G 604.17	583.72			1000 415000	420		101000
3		Sanitation G 341.13; D 17627.1	16,644.37			6010 450200	424		101000
4		Street G 4122.72; D 2207.73	6,026.57			1000 430000	424		101000
5		Sewer G 2244.07; D 823.28	2,930.11*			6025 450000	424		101000
6		Water G 2791.82; D 2198.84	4,732.47			6020 450000	424		101000
7		PW G 1248.78	1,206.52			1000 450000	424		101000
8		F&F G 477.67	461.50			1000 455000	424		101000

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9	Storm G	673.99; D 1190.25	1,752.81*			4387		480000	424		101000
10	Forestry G	502.56	485.54			1000		430000	424		101000
		Total for Vendor:	49,274.10								
111273	107997S	4975 PHUOCK TRAN	7,347.64								
	MOVED SHED FROM 622 MORRISON ST TO 1210 27TH AVE W ESH										
1	TRANSSHED	06/23/23 622 MORRISON ST SHED RELOCA	7,347.64*			4068		480000	475		101000
		Total for Vendor:	7,347.64								
111206	107920S	4883 PITNEY BOWES BANK INC PURCHASE	53.22								
1	06/08/23	late fee	53.22			1000		421000	661		101000
		Total for Vendor:	53.22								
111170	107922S	3067 PLATINUM CHEMICALS	398.00								
1	5541-12	04/01/23 HAND WIPES	398.00			1000		455000	433		101000
		Total for Vendor:	398.00								
111203	107924S	2551 PRECISION PLUMBING INC	125.00								
1	6999050823	05/08/23 PD - BOTTLE FILLER STATION	125.00			1000		455000	420		101000
		Total for Vendor:	125.00								
111226	107928S	4348 R L ENGBRETSON ARCHITECTS FARGO	20,700.00								
1	23155	05/31/23 PD & City Hall Concepts	20,700.00*			2970		480000	307		101000
		Total for Vendor:	20,700.00								
111243	107965S	424 RED RIVER REFRIGERATION	15,941.00								
1	JUNKYARD	06/14/23 MATERIALS & LABOR	15,941.00*			2960		411900	654		101000
		Total for Vendor:	15,941.00								
111209	107931S	3522 RJ'S TESORO	2,054.02								
1	WFFD	03/31/23 WF Fire May Fuel	2,054.02			2060		415200	424		101000
		Total for Vendor:	2,054.02								
111288	107990S	4451 RTL CONSTRUCTION INC	193,547.50								
1	03/31/23	Fire Station HQ Pay App 11	193,547.50*			4795		480000	670		101000

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111296	107990S	4451 RTL CONSTRUCTION INC	88,515.81						
1	04/01/23	Fire Station HQ Pay App 12	88,515.81*			4795 480000	670		101000
		Total for Vendor:	282,063.31						
111301	107991S	2913 RUSCO WINDOW CO INC	59,400.00						
1	04/01/23	Fire Station HQ Pay App 12	59,400.00*			4795 480000	670		101000
		Total for Vendor:	59,400.00						
111155	107934S	437 SANDY'S DONUTS & COFFEE SHOP	206.65						
1	7595 06/14/23	bakery for training	68.85			1000 421000	375		101000
2	7593 06/13/23	bakery for training	68.95			1000 421000	375		101000
3	7592 06/13/23	bakery for training	68.85			1000 421000	375		101000
		Total for Vendor:	206.65						
111211	107935S	140 SANFORD AMBULANCE	111.00						
1	42806 05/24/23	K Miller-BASF CPF/AED E cards	111.00			2060 415200	340		101000
		Total for Vendor:	111.00						
111223	107936S	302 SANFORD HEALTH OCCUPATIONAL	108.00						
2	723426 05/31/23	Drug Adm NondOT Roman B	54.00			1000 450000	387		101000
3	723426 05/31/23	Drug Adm NondOT Evan O	54.00			1000 450000	387		101000
		Total for Vendor:	108.00						
111154	107938S	450 SCHEELS	31.99						
1	38710 06/15/23	gloves for wuollet	31.99			1000 421000	422		101000
111162	107938S	450 SCHEELS	237.44						
1	39092 06/02/23	items for k9 labby	237.44			1000 421000	915		101000
		Total for Vendor:	269.43						
111283		2885 SHORTPRINTER	16.95						
2	137737 06/08/23	ASSESSING BUSINESS CARDS	16.95			1000 414101	668		101000
		Total for Vendor:	16.95						

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111342		3642 SIGN PRO	150.00						
1	81928	06/22/23 TRAFFIC CALMING SIGN FOAMBOARD	150.00			1000 416200	668		101000
		Total for Vendor:	150.00						
111213	107944S	3516 STEIN'S INC	235.19						
1	920351	06/05/23 Paper Products-both stations	235.19			2060 415200	500		101000
		Total for Vendor:	235.19						
111340		176 SUMMIT FIRE PROTECTION	75.75						
1	192024177	06/20/23 810 12th Ave NW&4015 4th St	75.75			6020 450000	420		101000
		Total for Vendor:	75.75						
111174	107945S	733 SWANSTON EQUIPMENT CORP.	4,500.00						
1	R15737	06/01/23 ASPHALT MACHINE RENTAL	4,500.00			1000 430000	722		101000
		Total for Vendor:	4,500.00						
111308		700 TCI INSURANCE	4,715.00						
1	1126	06/14/23 Renewal GL-S	2,567.00			7050 500000	323		101000
2	1130	06/16/23 Renewal PROP	2,148.00			7050 500000	321		101000
		Total for Vendor:	4,715.00						
111346		3733 TIMECLOCK PLUS	600.00						
1	INV0027430	06/05/23 CLOCKABLE LICENSE	600.00			1000 414103	497		101000
		Total for Vendor:	600.00						
111175	107949S	3352 TITAN MACHINERY-FARGO CASE	3,244.78						
1	18498679	06/12/23 381B SEAL/HOSE	1,650.48			1000 430000	427		101000
2	18455130	05/31/23 CUTTING EGDGE/BOLT	1,594.30*			4387 480000	427		101000
		Total for Vendor:	3,244.78						
111110	107952S	2951 TYLER TECHNOLOGIES, INC	555.15						
1	020-143620	05/31/23 OTC & Portal	555.15			1000 412000	740		101000
		Total for Vendor:	555.15						

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111317	-99642E	4665 UNUM	8,375.28						
1		June Employee Contributions	4,082.41			1000 212514			101000
2		June Employer Contributions	4,292.87			1000 212514			101000
		Total for Vendor:	8,375.28						
111334		2314 VANGUARD APPRAISALS, INC	262.50						
1	06/10/23	Appraisal Services	262.50*			1000 414101	418		101000
		Total for Vendor:	262.50						
111164	107956S	3668 VERIZON WIRELESS	13,078.97						
1	9936193809	05/02/23 april 2023 river sensors	160.16			6020 450000	345		101000
2	9936193809	05/02/23 may 2023 river sensors	160.16			6020 450000	345		101000
3	9936673876	05/08/23 may 2023 temp records	42.34			1000 414000	356		101000
4	9936673876	05/08/23 may 2023 engineering	124.69			1000 414200	356		101000
5	9936673876	05/08/23 may 2023 oldson	42.34			1000 415000	356		101000
6	9936673876	05/08/23 may 2023 melting/glaser	84.68			1000 421000	356		101000
7	9936673876	05/08/23 may 2023 city admin	47.34			1000 414000	356		101000
8	9936673876	05/08/23 may 2023 econ development	47.37			1000 414102	356		101000
9	9936673876	05/08/23 may 2023 HR	137.05*			1000 414103	356		101000
10	9936673876	05/08/23 may 2023 IT	410.88			1000 414104	356		101000
11	9936673876	05/08/23 may 2023 engineering	608.93			1000 414200	356		101000
12	9936673876	05/08/23 may 2023 commission	87.35			1000 415000	356		101000
13	9936673876	05/08/23 may 2023 communication	137.11			1000 416200	356		101000
14	9936673876	05/08/23 may 2023 planning	221.79			1000 418000	356		101000
15	9936673876	05/08/23 may 2023 pd cell phones	3,868.36			1000 421000	356		101000
16	9936673876	05/08/23 may 2023 pd bait	42.37			1000 421000	356		101000
17	9936673876	05/08/23 may 2023 pd passport	127.02			1000 421000	356		101000
18	9936673876	05/08/23 may 2023 pd mdc	680.17			1000 421000	356		101000
19	9936673876	05/08/23 may 2023 pd cradlepoint	520.42			1000 421000	356		101000
20	9936673876	05/08/23 may 2023 pd investigations	40.01			1000 421000	356		101000
21	9936673876	05/08/23 may 2023 pd icac	42.37			1000 421000	356		101000
22	9936673876	05/08/23 may 2023 pd pole camera	80.04			1000 421000	356		101000
23	9936673876	05/08/23 may 2023 pd trailers	80.02			1000 421000	356		101000
24	9936673876	05/08/23 may 2023 pd portable	40.01			1000 421000	356		101000
25	9936673876	05/08/23 may 2023 pw street	379.74			1000 430000	356		101000
26	9936673876	05/08/23 may 2023 pw row	82.38			1000 430001	356		101000

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27	9936673876	05/08/23 may 2023 pw	728.62			1000 450000	356		101000
28	9936673876	05/08/23 may 2023 pw b&g	249.50			1000 455000	356		101000
29	9936673876	05/08/23 may 2023 fire	1,116.35			2060 415200	356		101000
30	9936673876	05/08/23 may 2023 fire drone	40.01			2060 415200	356		101000
31	9936673876	05/08/23 may 2023 forestry	94.71			2210 428000	356		101000
32	9936673876	05/08/23 may 2023 pw sanitation	819.35*			6010 450200	356		101000
33	9936673876	05/08/23 may 2023 pw water	1,175.52			6020 450000	356		101000
34	9936673876	05/08/23 may 2023 pw sewer	432.42			6025 450000	356		101000
35	9936673876	05/08/23 may 2023 pw library	127.39			7000 411600	356		101000
Total for Vendor:			13,078.97						
111161	-99650E	4256 VISA PUBLIC WORKS #2	8,114.58						
1	CC-1135	05/03/23 MOWER SPRING	59.98			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430001-427			
2	CC-1135	05/03/23 SAFETY SWITCH	23.90			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430001-427			
3	CC-1135	05/03/23 BOOT SCRUBBERS	386.90			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-455000-420			
4	CC-1135	05/03/23 MOWER WHEELS	29.99			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430001-427			
5	CC-1135	05/03/23 EYE GLASS CLEANER	35.67			6025 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 6025-		-450000-639			
6	CC-1135	05/03/23 MOWER BLADES	660.60			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430001-427			
7	CC-1135	05/03/23 MOWER SPRING	58.84			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430001-427			
8	CC-1135	05/03/23 MOWER WHEELS	141.98			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430001-427			
9	CC-1135	05/04/23 MOWER FILTERS	232.50			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430001-427			
10	CC-1135	05/04/23 MOWER PARTS	84.62			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430001-427			
11	CC-1135	05/05/23 MOWER FILTERS	412.00			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430001-427			
12	CC-1135	05/05/23 MOWER WHEELS	36.28			1000 202200			101000
	AMAZON CAPITAL SERVICES			CC Accounting: 1000-		-430001-427			
13	CC-1135	05/05/23 C MOSS TRAVEL	546.26			1000 202200			101000
	LIVE BY LOEWS ARLINGTON			CC Accounting: 1000-		-450000-340			

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14	CC-1135	05/11/23 7024 CARB REP	216.34			4387 202200			101000
		TRACKER FARGO		CC Accounting: 4387-		-480000-427			
15	CC-1135	05/12/23 PRUNING TOOLS	274.45			2210 202200			101000
		SHERRILLTREE		CC Accounting: 2210-		-428000-432			
16	CC-1135	05/12/23 PRUNING TOOLS	529.19			2210 202200			101000
		FORESTRY SUPPLIERS, INC.		CC Accounting: 2210-		-428000-432			
17	CC-1135	05/12/23 RETHREADING DIE	65.98			6020 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 6020-		-450000-432			
18	CC-1135	05/14/23 WATER PUMP PARTS	27.88			6020 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 6020-		-450000-432			
19	CC-1135	05/14/23 SAFETY GLASSES	92.24			6010 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 6010-		-450200-639			
20	CC-1135	05/16/23 MOWER SEATS	3,644.90			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-430001-322			
21	CC-1135	05/17/23 DAN - OFC CHAIR	103.96			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-430000-410			
22	CC-1135	05/16/23 7024 PARTS	167.99			6025 202200			101000
		KOVASH MARINE		CC Accounting: 6025-		-450000-427			
23	CC-1135	05/17/23 VFW PLAZA LIGHTBULBS	32.19			2310 202200			101000
		LOWE'S		CC Accounting: 2310-		-452120-420			
24	CC-1135	05/17/23 SUNSCREEN	90.00			1000 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 1000-		-450000-639			
25	CC-1135	05/17/23 DRYERASE BOARD - TROY	29.96			6010 202200			101000
		AMAZON CAPITAL SERVICES		CC Accounting: 6010-		-450200-410			
26	CC-1135	05/31/23 J MOLL PANTS	139.73			1000 202200			101000
		CARHARTT		CC Accounting: 1000-		-455000-422			
27	CC-1135	06/01/23 TAX CREDIT	-9.75			1000 202200			101000
		CARHARTT		CC Accounting: 1000-		-455000-422			
Total for Vendor:			8,114.58						
111165	-99649E	4625 VISA PUBLIC WORKS #3	3,625.19						
1	CC-1134	05/04/23 S TIFFANY PANTS	179.98			1000 202200			101000
		FLEET FARM		CC Accounting: 1000-		-430000-422			
2	CC-1134	05/05/23 TRUCK HOLD CHARGE	300.00			1000 202200			101000
		STILLWATER MOTOR COMPANY		CC Accounting: 1000-		-430000-641			
3	CC-1134	05/05/23 PROMO ITEMS	475.00			1000 202200			101000
		GARRETT SPECIALTIES		CC Accounting: 1000-		-450000-490			

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CITY OF WEST FARGO, ND
Claim Details
For the Accounting Period: 6/23

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For dates posted from 06/16/23 to 07/07/23
* ... Over spent expenditure

Claim/ Line #	Check Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
4	CC-1134 05/09/23	SHOP SHIRTS/BRUCE PANTS	180.93			1000 202200			101000
FLEET FARM				CC Accounting: 1000-		-455000-422			
5	CC-1134 05/10/23	SHOP SHIRTS RET	-60.96			1000 202200			101000
FLEET FARM				CC Accounting: 1000-		-455000-422			
6	CC-1134 05/11/23	SHOP UNIFORMS	1,170.00			1000 202200			101000
SANMAR CORP				CC Accounting: 1000-		-455000-422			
7	CC-1134 05/18/23	GARAGE DOOR OPENERS	348.10			1000 202200			101000
AFFORDABLE OPENERS				CC Accounting: 1000-		-455000-420			
8	CC-1134 05/25/23	TSHIRT STOCK - ST	146.16			1000 202200			101000
FULL SOURCE LLC				CC Accounting: 1000-		-430000-422			
9	CC-1134 05/25/23	TSHIRT STOCK - SW	146.16			6025 202200			101000
FULL SOURCE LLC				CC Accounting: 6025-		-450000-422			
10	CC-1134 05/25/23	TSHIRT STOCK - WA	146.16			6020 202200			101000
FULL SOURCE LLC				CC Accounting: 6020-		-450000-422			
11	CC-1134 05/30/23	C MOSS TRAVEL	43.00			1000 202200			101000
UBER.COM				CC Accounting: 1000-		-450000-340			
12	CC-1134 06/01/23	MIKE RETIREMENT	40.98			1000 202200			101000
SAM'S CLUB				CC Accounting: 1000-		-430000-490			
13	CC-1134 06/01/23	BUG SPRAY/SUNSCREEN	92.71			1000 202200			101000
SAM'S CLUB				CC Accounting: 1000-		-430001-639			
14	CC-1134 06/01/23	MIKE RETIREMENT	416.97			1000 202200			101000
MARCO'S PIZZA				CC Accounting: 1000-		-430000-490			
Total for Vendor:			3,625.19						
111315	-99644E 4662 VOYA		850.00						
1	June Contributions		850.00			1000 212511			101000
Total for Vendor:			850.00						
111172	107958S 544 WALLWORK TRUCK CENTER		2,053.99						
1	01P381644 06/14/23 7045 RADIATOR/KIT VALVE		2,053.99*			4387 480000	427		101000
111214	107958S 544 WALLWORK TRUCK CENTER		60.80						
1	01P379452 06/07/23 L-75 Airbrake repair		3.72			2060 415200	427		101000
2	01P381157 06/13/23 2 Myers Testers		57.08			2060 415200	432		101000
Total for Vendor:			2,114.79						

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* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
111310		566 WEST FARGO PARK DISTRICT	29,333.41						
1	2017-1	Brooks Harbor Elem.	1,772.02*			8605 451000	630		101000
2	2014-2	Goldenwood Area Park	442.05*			8610 451000	630		101000
3	8615	Shadowwood Pk Specials	391.86*			8615 451000	630		101000
4	2011	Park Specials - Maple Rid	271.39*			8620 451000	630		101000
5	8625	Park Imp. Dist 2011-1	9,265.09*			8625 451000	630		101000
6	06-2017-2	Park Imp. the Wilds	13,037.71			8630 451000	630		101000
7	2014	Park Sp. Assess-Rivers Be	4,153.29*			8635 451000	630		101000
111319	107995S	566 WEST FARGO PARK DISTRICT	98,160.70						
1	05/22/23	June 2023 State Aid	98,160.70			2050 451000	992		101000
		Total for Vendor:	127,494.11						
111318	-99641E	4676 WEX ELECTRONIC BIWEEKLY	26,611.67						
1		HSA Contributions	26,611.67			1000 212530			101000
		Total for Vendor:	26,611.67						
111193	107962S	4003 WM CORPORATE SERVICES INC	94,309.95						
1	6735079	06/01/23 CITY RECYCLING	85,773.69			6010 450200	916		101000
2	6735077	06/01/23 WATER TOWER SITE	7,268.80			6010 450200	916		101000
3	6735078	06/01/23 SANITATION SITE	1,244.80			6010 450200	916		101000
4	6735571	06/01/23 HORACE DIV SITE	22.66*			6020 450000	448		101000
		Total for Vendor:	94,309.95						
111298	107992S	4465 WOODSIDE INDUSTRIES INC	41,961.53						
1	04/01/23	Fire Station HQ Pay App 12	41,961.53*			4795 480000	670		101000
		Total for Vendor:	41,961.53						
111215	107963S	338 XCEL ENERGY	724.95						
1	831402790	06/07/23 51-6685031-3 WFFD May Utili	724.95			2060 415200	527		101000
111219	107963S	338 XCEL ENERGY	7,060.92						
1	830970677	06/05/23 CITY HALL 51-5113183-4	7,060.92*			1000 415000	351		101000

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CITY OF WEST FARGO, ND
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For dates posted from 06/16/23 to 07/07/23
* ... Over spent expenditure

Claim/ Line #	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object	Proj	Cash Account
111220	107963S	338 XCEL ENERGY	54.16						
1	831043761	06/05/23 51-0012615936-9	54.16			2320 452110	527		101000
111221	107963S	338 XCEL ENERGY	599.94						
1	830973076	06/05/23 CITY HALL 51-4499174-8	599.94*			1000 415000	351		101000
111222	107963S	338 XCEL ENERGY	8,905.05						
3	830276733	05/30/23 51-0012204271-4	8,905.05*			1000 415000	351		101000
Total for Vendor:			17,345.02						
# of Claims			157	Total:	3571,920.61	# of Vendors	119		
Total Electronic Claims					255,634.98				
Total Non-Electronic Claims					3316285.63				



"Consent" or "Regular" Agenda Item?

[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: July 10, 2023

Subject: Project No. 2273 – Traffic Signal Improvement at 23rd Ave S and Bluestem Dr. E

Action: Approve Plans and Specifications; and Authorize Advertisement for Bids.

New Information and Recommendation:

The design consultant has completed the plans and specifications for the installation of a traffic signal at the intersection of 23rd Ave. S. and Bluestem Drive. The next step is to advertise and bid the project out which is the request with this agenda item.

The following documents are attached for review/consideration:

- Cover sheet, which represent the Plans and specifications
Note: A full plan set is available at the Engineering Department
- Draft Bid Advertisement - will be published for three weeks
- Resolution Approving Plans and Specifications
- Resolution Directing Bid Advertisement

Staff Recommendation: Approve Plans and Specifications; and Authorize Advertisement for Bids.

Policy Analysis:

This project will improve the traffic flow of 23rd Avenue E and provide safer conditions for traffic to enter 23rd Avenue E from Costco and Bluestem Drive.

Financial Analysis:

The project is estimated to cost \$880,000 and is proposed to utilize the \$512,112.71 remaining in the 2012 Costco Business incentive/sales tax bond fund. The rest of the cost of this project proposed to be paid via Capital Improvement Sales Tax. No special assessments are anticipated with this project.

Previously Presented Information and Commission Actions:

May 1, 2023-

- Staff Recommendation: Approve Task Order No. 1 for Basic Services with Bolton & Menk
- Commission Action: Commissioner Olson moved and Commissioner Anderson seconded to approve. No opposition, motion carried.

April 17, 2023-

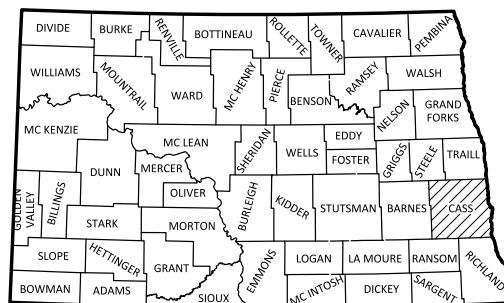
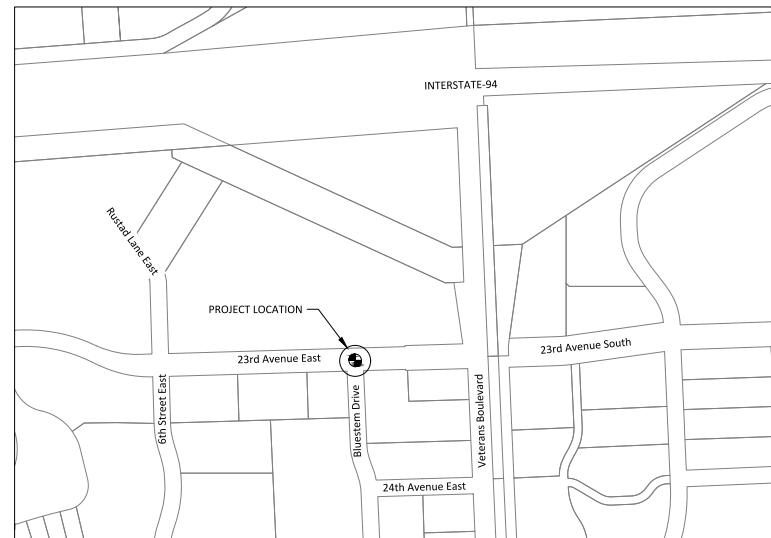
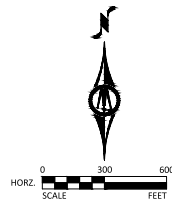
- Staff Recommendation: Create Project No. 2273, Direct and Approve Engineer's Report; and Direct Engineer to prepare both a Task Order for Basic Services and Plans and Specifications.
- Commission Action: Commissioner Simmons moved and Commissioner Olson seconded to approve. Commissioner George was absent and not voting. No opposition, motion carried.

STATE	PROJECT NO.	PCN	SECTION NO.	SHEET NO.
ND	2273		1	1

CITY OF WEST FARGO

Project Number 2273
CASS COUNTY
WEST FARGO, NORTH DAKOTA
TRAFFIC SIGNAL AT 23RD AVE E & BLUESTEM DR

GOVERNING SPECIFICATIONS	Date Published and Adopted
NDDOT Standard Specifications	4/1/2023
City of West Fargo Engineering Specifications	3/15/2023



STATE COUNTY MAP

DESIGNERS

Traci Sletmoe

Jamie Rasmussen

Chris Dahl

I hereby certify that the attached 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.

APPROVED DATE 6/26/2023

Christopher S. Dahl
BOLTON & MENK

This document was originally issued and sealed by Christopher S. Dahl Registration Number PE- 8256, on 06/26/23 and the original document is stored at the City of West Fargo

CITY OF WEST FARGO, NORTH DAKOTA
PROJECT NO. 2273
TRAFFIC SIGNAL INSTALLATION ADVERTISEMENT FOR BIDS

City of West Fargo is requesting Bids for the construction of the project listed above.

Bids for the construction of the Project will be received and accepted via electronic bid (vBid) through QuestCDN until August 3, 2023 at 10:00 a.m. local time. Bids will be viewed and read via video conference at 10:30 a.m. the same day. Mailed or hand delivered bids will not be opened or considered. Link for the video conference is provided at www.westfargond.gov/268/Engineer by clicking the Project Bid Information tab, or at www.questcdn.com.

The Project consists of installation of a traffic signal at Bluestem Drive and 23rd Ave E.

Bids will be received for a single prime Contract. Bids shall be on a unit price basis as indicated in the Bid Form.

Digital project bidding documents will be available at <https://www.westfargond.gov/268/Engineer> by clicking the Project Bid Information tab, or at www.questcdn.com. You may download the complete set of digital documents for a nonrefundable fee of \$42.00 by locating eBidDoc™ Number 8580615 on the website. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in membership registration, downloading and working with this digital project information, and online bid submittal.

Each bid must be accompanied by a bidder's bond in a sum equal to 5% of the full amount of the bid executed by the bidder as principal and by a surety, conditioned that if the principal's bid is accepted and a contract is awarded to the principal, the principal, within ten (10) days after the notice of the award, shall execute a contract in accordance with the terms of the bid and the bid bond, and any conditions of the City of West Fargo, as required by law. A countersignature of a bid bond is not required. If the City of West Fargo elects to award a contract to the lowest responsible bidder, and the lowest responsible bidder does not execute a contract within ten (10) days, the bidder's bond will be forfeited to the City of West Fargo, and the City of West Fargo may award the project to the next lowest responsible bidder.

Each bidder must possess a valid North Dakota contractor's license for the full amount of their bid, as required by N.D.C.C. § 43-07-7. Each bidder MUST enclose a copy of their Contractor's License or Certificate of Renewal, issued by the North Dakota Secretary of State, and each license must be valid and dated at least 10 days prior to the date set for bid opening, as required under N.D.C.C. § 43-07-12. The City of West Fargo will not read or consider any bid that does not fully comply with the requirements above, or the requirements of N.D.C.C. § 48-01.2-05

Owner: City of West Fargo
By: Dustin T. Scott
Title: Assistant City Administrator
Date: July 10, 2023

Publish Dates: July 12, 19 and 26, 2023

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING PLANS AND SPECIFICATIONS FOR
IMPROVEMENTS IN PROJECT NO. 2273 – NEW TRAFFIC CONTROL SYSTEM,
STREET RECONSTRUCTION; AND INCIDENTALS OF THE CITY OF WEST
FARGO

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the plans and specifications and estimates of cost for improvements in Improvement District No. 2273 - New Traffic Control System, Street Reconstruction; and Incidentals of the City of West Fargo heretofore prepared by Daniel Hanson, Engineer for the City, be and the same hereby are approved, ratified and confirmed as the plans and specifications and estimates of cost in accordance with which said improvements shall be constructed and the City Auditor shall file the same in his/her office open to public inspection.

Dated: July 10, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____.
_____. The following commissioners voted nay: _____.

The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved for its adoption:

RESOLUTION DIRECTING AUDITOR TO
ADVERTISE FOR BIDS

WHEREAS, this Board has heretofore created Project No. 2273- New Traffic Control System, Street Reconstruction; and Incidentals of the City of West Fargo; and

WHEREAS, plans and specifications and estimates of costs for said Project No. 2273 have heretofore been directed to be prepared by the Engineer for the City of West Fargo; and

WHEREAS, said plans, specifications and estimates of cost have been prepared and have been approved by the Board of City Commissioners of the City of West Fargo; and

WHEREAS, it is necessary to advertise for bids for the work in said project.

NOW THEREFORE, BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, Cass County, North Dakota, that the City Auditor be, and she is hereby authorized and directed to cause notice of Advertisement for Bids for the construction of the work heretofore directed to be made in Project No. 2273 – New Traffic Control System, Street Reconstruction; and Incidentals to be published once each week for **three** consecutive weeks in *The Forum*, and that the City Auditor and Engineer will meet at the City Hall in the City of West Fargo, at a time and date to be determined by the City Auditor, for the purpose of opening sealed bids received prior to the time of such meeting in accordance with such published advertisement for bids for the purpose of taking such other and further action with reference thereto as shall then be deemed necessary and expedient. Such advertisements shall be published in form as provided in Section 48-01.2 of the North Dakota Century Code as amended.

Dated: July 10, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____.
_____. The following commissioners voted nay: _____.
The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.



"Consent" or "Regular" Agenda Item?

[Consent]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: July 10, 2023

Subject: Master Service Agreement with HDR

Action: Approve Master Service Agreement (MSA) with HDR

New Information and Recommendation:

At the June 19th commission meeting, the Commission accepted a carbon reduction grant through MetroCOG. To proceed with this project, a consultant needs to be hired to complete a required study of the existing light fixtures in corridor's where we intend to replace the fixtures as a requirement of the ND Dept. of Transportation.

HDR is an engineering firm that is currently working with the City of Fargo on a similar project and with that project, completed the same study that we need. Given their experience with this work, the intent is to use them for the engineering services on the upcoming project.

As with other engineering firms in the area, we are entering in to Master Service Agreements (MSAs) to establish our contractual relationship when working on projects. This will allow us on this project and any future work to enter in to Task Order agreements with them that reference the MSA language.

This MSA has been reviewed by Ohnstad Twichell and found to be acceptable.

The following documents are attached for review/consideration:

- HDR Engineering MSA

Staff Recommendation: Approve Master Services Agreement (MSA) with HDR

Background and Project Summary:

Policy Analysis:

The Engineering Department has a goal to have MSAs with engineering firms that we do regular business with.

Financial Analysis:

There are no costs for the approval of this MSA.

Previously Presented Information and Commission Actions:

None

**AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL
SERVICES—TASK ORDER EDITION**

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between

CITY OF WEST FARGO

and

HDR ENGINEERING, INC.

Dated as of June 16, 2023

Approved by the West Fargo City Commission on _____, 2023

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES—TASK ORDER EDITION

MAIN AGREEMENT

This Main Agreement is a part of the Agreement between **City of West Fargo, North Dakota** (Owner) and **HDR Engineering, Inc.** (Engineer). Other terms used in the Agreement are defined in Article 7.

From time to time Owner may request that Engineer provide professional services for Specific Projects. Each engagement will be documented by a Task Order. This Main Agreement sets forth the general terms and conditions that apply to all duly executed Task Orders.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 General

- A. Engineer's services will be detailed in a duly executed Task Order for each Specific Project, or for a portion of a Specific Project.
- B. The Main Agreement is not a commitment by Owner to issue any Task Orders.
- C. Engineer will not be obligated to perform any prospective Task Order unless and until (1) Owner and Engineer agree to the particulars of the assignment, including the scope of Engineer's services, time for performance, Engineer's compensation, and all other appropriate matters, and include such particulars in the Task Order, and (2) Owner and Engineer both sign the Task Order.
- D. Each duly executed Task Order will be subject to the terms and conditions of (a) this Main Agreement; (b) the Main Agreement's exhibits; (c) any executed written amendments of the Main Agreement (see Exhibit C); (d) the specific Task Order itself; (e) the specific Task Order's exhibits; and (f) any amendments or modifications of the specific Task Order.

1.02 Task Order Procedure

- A. The general recommended format of a Task Order is presented in the accompanying Task Order Form. Commonly-used Task Order exhibits are presented in the accompanying Exhibits to Task Order document.
- B. Each specific Task Order will indicate:
 - 1. Project Background Data;
 - 2. Specific services to be performed by Engineer ("Scope"), including key deliverables;
 - 3. Additions or Modifications to Owner's Responsibilities;
 - 4. Task Order Schedule;

Main Agreement.

EJCDC® E-505, Agreement between Owner and Engineer for Professional Services—Task Order Edition.
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and American Society of Civil Engineers. All rights reserved.

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5. Engineer's Compensation for Task Order; and
 6. Primary Subconsultants, if any.
- C. With respect to the Engineer's scope of services under a specific Task Order, each specific Task Order will either (1) be accompanied by and incorporate an Exhibit A, "Engineer's Services Under Task Order," and Exhibit B, "Deliverables Schedule," prepared for the specific Task Order, or (2) state a customized scope of services and deliverables schedule in the Task Order document itself or in an attachment.
- D. Upon signature of the Task Order by both parties (but no earlier than the Effective Date of the specific Task Order), Engineer will commence performance and furnish, or cause to be furnished, the services authorized by the Task Order.
- E. Task Orders may be amended as set forth in Paragraph 8.05.B of this Main Agreement.

1.03 Management of Engineering Services

- A. All phases of Engineer's services under each Task Order will include management of Engineer's Specific Project responsibilities, including but not limited to the following management tasks, whether separately tracked and itemized or included as being incidental to other phase and scope task items.
1. Develop and submit an Engineering Services Schedule. The Engineering Services Schedule will:
 - a. be consistent with and serve as a supplement to the Schedule of Deliverables set forth in Exhibit B to Task Order.
 - b. be updated on a regular basis, and as required to reflect any programmatic decisions by Owner.
 - c. include, but not be limited to, an anticipated sequence of tasks; estimates of task duration; interrelationships among tasks; milestone meetings and submittals; anticipated schedule of construction; and other pertinent Project events.
 2. Develop and submit detailed work plans from Exhibit A to Task Order tasks.
 3. Coordinate services within Engineer's internal team, and with Subconsultants and Engineer's Subcontractors.
 4. Prepare for and participate in meetings with consultants and contractors working on other parts of the Specific Project that may affect, or be affected by, Engineer's services or resulting construction.
 5. Prepare and submit **monthly** engineering services progress reports to the Owner. Include a summary of services performed in period, expected progress in next period, percent completion of current tasks, and a description of major issues or concerns.
 6. Special Invoicing: In addition to, or as a substitute for, Engineer's standard invoicing, for each invoice provide the specified additional information or documentation, following the invoicing procedures indicated: **Not Applicable**.
 7. Conduct ongoing management tasks, including:

- a. Maintaining communications records and files pertaining to or arising from Engineer's services;
 - b. With respect to Engineer's services and other directly relevant parts of the Specific Project, prepare for and participate in periodic progress meetings with Owner to discuss progress, schedule, budget, issues, potential problems and their resolution; and
 - c. Preparing agendas prior to and minutes following all Engineer-led meetings.
- B. Unless a different standard is expressly set forth in a specific Task Order, in all phases of Engineer's services, Engineer shall prepare draft and final Drawings in accordance with **Engineer's CAD standards**.
- C. The source documents for the draft and final Specifications in all phases of Engineer's services will be **Owner's standard details and specifications**, unless a different source document is expressly identified in the specific Task Order.

1.04 Sequencing and Coordination

- A. For each Task Order, the Work to be designed or specified by Engineer, upon which the Engineer's scope has been established, will be performed or furnished under one prime Construction Contract, unless specified otherwise in the Task Order.
- B. If the Work designed or specified by Engineer under a specific Task Order is to be performed or furnished under more than one prime Construction Contract, or if Engineer's services are to be separately sequenced with the work of one or more of Owner's consultants or contractors (such as in the case of fast-tracking), then:
 - 1. the Task Order's Deliverables Schedule will account for the need to sequence and properly coordinate Engineer's services as applicable to the Work under the Construction Contracts; or
 - 2. If the Task Order does not address such sequencing and coordination, then Owner and Engineer will jointly develop a schedule for sequencing and coordination of services prior to commencement of final design services; this schedule is to be prepared and included in or become an amendment to the authorizing Task Order, whether the work under such contracts is to proceed concurrently or sequentially.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Application of Owner's Responsibilities

- A. The responsibilities of Owner set forth in Article 2 apply to each Specific Project and each specific Task Order. Supplemental responsibilities of Owner applicable only to a specific Task Order may be stated in the specific Task Order.

2.02 Project Information

- A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of the Specific Project, including Owner's:

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1. design objectives and constraints;
 2. space, capacity, and performance requirements;
 3. flexibility and expandability needs;
 4. design and construction standards;
 5. budgetary limitations; and
 6. any other available information pertinent to the Specific Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- B. Following Engineer's assessment of initially-available information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services under the Task Order; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:
1. Property descriptions.
 2. Zoning, deed, and other land use restrictions.
 3. Surveys, Mapping, and Utility Documentation.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Specific Project, the Site, and adjacent areas.
 7. Data or consultations as required for the specific Task Order but not otherwise identified in this Agreement.
- C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- D. If a specific Task Order requires Engineer to assist Owner in collating the various cost categories that comprise Total Project Costs, Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice).

- E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications prepared or furnished under a Task Order will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.
- F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A to Task Order.
- G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Specific Project.

2.03 Owner's Instructions Regarding Bidding and Construction Contract Documents

- A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:
 - 1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in draft Construction Contract Documents;
 - 2. insurance and bonding requirements;
 - 3. protocols for electronic transmittals during bidding and construction;
 - 4. Owner's safety and security programs applicable to Contractor and other Constructors;
 - 5. diversity and other social responsibility requirements;
 - 6. bidding and contract requirements of funding, financing, or regulatory entities;
 - 7. other specific conditions applicable to the procurement of construction or contract documents;
 - 8. any other information necessary for Engineer to assist Owner in preparing, for each Specific Project, bidding-related documents (or requests for proposals or other construction procurement documents) and Construction Contract Documents.
- B. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise) and other engineering or technical matters.
 - 1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Owner shall place and pay for advertisements for Bids in appropriate publications.

2.04 Owner-Furnished Services

- A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for each Specific Project:
 - 1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 - 2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.
 - 3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.
- B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for each Specific Project.
- D. With respect to the portions or phases of each Specific Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:
 - 1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and
 - 2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Specific Project.
- E. Owner may delegate to a Contractor or others the responsibilities set forth in Paragraphs 2.04.C and D.

2.05 Owner's General Responsibilities

- A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement and under each Task Order.
- B. Owner will provide Engineer with Owner's budget for each Specific Project, including type and source of funding to be used and will promptly inform Engineer if the budget or funding sources change.

- C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement and under each Task Order.
- D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement and under each Task Order.
- E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.
- F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement or any Task Order. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement or any Task Order, subject to any express limitations or reservations applicable to the furnished items.
- G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;
 - 2. the presence at the Site of any Constituent of Concern; or
 - 3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.
- H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to a Specific Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.
- I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, then Owner shall define and set forth, in an exhibit to the governing Task Order, the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- J. Owner shall:
 - 1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
 - 2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.
 - a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

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- b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.
- 3. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of each Task Order, as required.
- 4. Perform or provide the following:
 - a. All other Owner responsibilities expressly identified in any Task Order, not otherwise set forth in this Agreement.

2.06 Payment

- A. Owner shall pay Engineer as set forth in each Task Order, pursuant to the applicable terms of Article 4.

ARTICLE 3—TERM AND TIMES FOR RENDERING SERVICES

3.01 Term

- A. This Agreement will be effective and applicable to Task Orders issued hereunder 3 years from the Effective Date of the Agreement.
- B. The parties may extend or renew this Agreement, with or without changes, by written instrument establishing a new term.

3.02 Commencement

- A. Engineer is authorized to begin rendering services under a Task Order as of the Effective Date of the Task Order.

3.03 Time for Completion

- A. The Effective Date of the Task Order and the times for completing services or providing deliverables will be stated in each Task Order.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of a Specific Project, or of Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.
- D. If the Contract Times to complete the Work under a Construction Contract are extended beyond the period stated in the governing Task Order, Owner will pay Engineer for the additional services during the extension based on the Standard Hourly Rates Method of Payment.
- E. If Engineer fails, for reasons within the control of Engineer, to complete the performance required in a Task Order within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

- A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices; the terms of any progress reporting and special invoicing requirements in Paragraph 1.03, or as otherwise required in Exhibit A to the Task Order; and with the applicable terms of Appendix 1 to Main Agreement, Reimbursable Expenses Schedule, and Appendix 2 to Main Agreement, Standard Hourly Rates Schedule. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 Payments

- A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.
- B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion, subject to the terms of Article 4. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.
- C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within 30 days after receipt of Engineer's invoice, then:
 - 1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and
 - 2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.
- D. Sales or Use Taxes: If after the Effective Date of a Task Order any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under the Task Order, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of this Main Agreement and the specific Task Order.

4.03 Basis of Compensation

- A. The bases of compensation (compensation methods) for Basic Services (including if applicable the bases of compensation for individual phases of Basic Services) and for Additional Services must be identified in each specific Task Order (Task Order Form, Paragraph 6). Owner shall pay Engineer for services in accordance with the applicable basis of compensation.
- B. The three following bases of compensation are used for services under Task Orders, as identified in each specific Task Order:
 - 1. Lump Sum (plus any expenses expressly eligible for reimbursement)

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2. Standard Hourly Rates (plus any expenses expressly eligible for reimbursement)
 3. Direct Labor Costs Times a Factor (plus any expenses expressly eligible for reimbursement)
- C. The terms and conditions applicable to each of the three compensation methods are set forth in Paragraph 4.04.

4.04 Explanation of Compensation Methods

A. Lump Sum

1. Owner shall pay Engineer a Lump Sum amount for the specified category of services.
2. The Lump Sum will include compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. The Lump Sum constitutes full and complete compensation for Engineer's services in the specified category, including labor costs, overhead, profit, expenses (other than those expenses expressly eligible for reimbursement, if any), and Engineer's Subcontractor and Subconsultant charges.
3. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of the services in the specified category (see Appendix 1 for rates or charges):
 - a. **NONE**
4. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the proportion of the total services completed during the billing period to the Lump Sum.

B. Standard Hourly Rates

1. For the specified category of services, the Owner shall pay Engineer an amount equal to the cumulative hours charged to the Specific Project by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class. Under this method, Engineer shall also be entitled to reimbursement from Owner for the expenses identified in Paragraph 4.05 below, and Appendix 1.
2. Standard Hourly Rates include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
3. Engineer's Reimbursable Expenses Schedule and Standard Hourly Rates are attached to this Agreement as Appendices 1 and 2.
4. The total estimated compensation for the specified category of services will be stated in the Task Order. This total estimated compensation will incorporate all labor at Standard Hourly Rates, and reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).
5. The amounts billed will be based on the cumulative hours charged to the specified category of services on the Specific Project during the billing period by each class of Engineer's employees times Standard Hourly Rates for each applicable billing class, plus

reimbursable expenses (including Engineer's Subcontractor and Subconsultant charges, if any).

6. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually January 1st of each year to reflect equitable changes in the compensation payable to Engineer.

4.05 Reimbursable Expenses

- A. Under the Lump Sum method basis of compensation to Engineer, unless expressly indicated otherwise the Lump Sum amount includes the following categories of expenses: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone services, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items; and Engineer's Subcontractor and Subconsultant charges. These expenses are not reimbursable under the Lump Sum method, unless expressly indicated otherwise in Paragraph 4.04.A.3 above.
- B. Expenses eligible for reimbursement under the Standard Hourly Rate methods of compensation include the following expenses reasonably and necessarily incurred by Engineer in connection with the performing or furnishing of Basic and Additional Services for the Task Order:
 1. Transportation (including mileage), lodging, and subsistence incidental thereto;
 2. Providing and maintaining field office facilities including furnishings and utilities;
 3. Toll telephone calls, mobile phone services, and courier services; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Specific Project-related items;
 4. Consultant charges; and
 5. Other expenses identified in Appendix 1.
- C. Reimbursable expenses reasonably and necessarily incurred in connection with services provided under the Standard Hourly Rate methods must be paid at the rates set forth in Appendix 1, Reimbursable Expenses Schedule, subject to the factors set forth below.
- D. The amounts payable to Engineer for reimbursable expenses will be the Project-specific internal expenses actually incurred or allocated by Engineer, plus all invoiced external reimbursable expenses allocable to the Specific Project, the latter multiplied by a factor of **1.0**.
- E. Whenever Engineer is entitled to compensation for the charges of its Consultants, those charges will be the amount billed by such Consultants to Engineer times a factor of **1.1**.
- F. The external reimbursable expenses and Consultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

4.06 Other Provisions Concerning Payment

- A. Estimated Compensation Amounts

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1. Engineer's estimate of the amounts that will become payable for services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
2. When estimated compensation amounts have been stated in a Task Order and it subsequently becomes apparent to Engineer that a compensation amount thus estimated will be exceeded, Engineer shall give Owner written notice thereof, allowing Owner to consider its options, including suspension or termination for Owner's convenience of Engineer's services under the Task Order. Upon notice, Owner and Engineer will promptly review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services under the Task Order for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend the Engineer's services during the negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer will be paid for all services rendered.

ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

- A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

- A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

- A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

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- B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. Compliance with Laws and Regulations, and Policies and Procedures
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:
 - a. changes after the Effective Date of the Task Order to Laws and Regulations,
 - b. the receipt by Engineer after the Effective Date of the Task Order of Owner-provided written policies and procedures, and
 - c. changes after the Effective Date of the Task Order to Owner-provided written policies or procedures.
- F. General Conditions of Construction Contract: The general conditions for any construction contract documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in this Agreement.
- G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under a specific Task Order, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.
- H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence the Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

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- I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.
- L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- M. Engineer's services do not include providing legal advice or representation.
- N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.
- O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

- A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer, subject to the following provisions:
 - 1. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project and subject to the explicit exclusions in this Paragraph 6.02.A, Engineer and any Subconsultants will grant to Owner the ownership of the Documents for that Specific Project, including all associated copyrights and the right of reuse.
 - 2. When requested by Owner, Engineer will perform any clerical or administrative acts reasonably necessary to confirm or record the transfer of Engineer's interests in the Documents to the Owner, and Owner will reimburse the Engineer for its costs to comply with the transfer request.
 - 3. Engineer shall have and retain the ownership, title, and property rights, including copyright, patent, intellectual property, and common law rights, in any design elements

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(including but not limited to standard details, drawings, plans, specifications, methodologies, and engineering computations) used in the Documents, but developed by Engineer or its Subconsultants previous to or independent of this Agreement ("Previously/Independently Created Works"). Engineer shall provide appropriate verification of such previous or independent development upon Owner's request.

4. Upon receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents for a Specific Project, Engineer will issue to Owner a royalty-free, nonexclusive and irrevocable license to use such Previously/Independently Created Works on that Specific Project or on any extension of that Specific Project.
 5. Owner acknowledges that the Documents are not intended or represented to be suitable for use on the Specific Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Specific Project, on any other project or Specific Project, or for any other use or purpose, without written verification or adaptation by Engineer.
 6. Any such use or reuse, or any modification of the Documents for a Specific Project, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants.
 7. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents for a Specific Project without written verification, completion, or adaptation by Engineer.
 8. Such limited license to Owner shall not create any rights in third parties.
 9. Nothing herein limits the Engineer's right of use or reuse of Previously/Independently Created Works or any of Engineer's non-Documents work product.
- B. If Engineer, at Owner's request, verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.
- C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings, Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.
- D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in

statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

- A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, all correspondence, Documents, text, data, drawings, information, and graphics related to each Specific Project, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).
 - 1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP or in a specific Task Order.
 - 2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.
- B. If this Agreement does not include Exhibit F, or a specific Task Order expressly excludes the application of Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.
- C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.
- D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G.
- B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:
 - 1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;
 - 2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and
 - 4. not seek contribution from insurance maintained by the additional insured.

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- C. Owner shall procure and maintain insurance as set forth in Exhibit G.
- D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.
- E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
 - 1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation made available for review under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.
- F. All construction contracts entered into by Owner with respect to a Specific Project must require builder's risk or similar property insurance.
- G. All policies of property insurance relating to a Specific Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Specific Project. Owner and Engineer shall take appropriate measures in other Specific Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.
- I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so, requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage,

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different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services under a specific Task Order for up to 90 days upon 7 days' written notice to Engineer.
2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under a Task Order:
 - a. if Owner has failed to pay Engineer for invoiced services and expenses under that Task Order, as set forth in Paragraphs 4.02.B and 4.02.C;
 - b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or
 - c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under the Task Order.
3. A suspension under a specific Task Order, whether by Owner or Engineer, does not affect the duty of the two parties to proceed with their obligations under other Task Orders.

B. Termination for Cause—Task Order

1. Either party may terminate a Task Order for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of this Agreement and the specific Task Order, through no fault of the terminating party.
 - a. Notwithstanding the foregoing, the Task Order will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate a Task Order for cause upon 7 days' written notice:
 - a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;
 - b. if the Engineer's services under the Task Order are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or
 - c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.
3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

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- C. Termination for Cause—Main Agreement: In the case of a default by Owner in its obligation to pay Engineer for its services under more than one specific Task Order, Engineer may request immediate payment of all amounts invoiced on other Task Orders, and may invoice Owner for continued services on such Task Orders on a two-week billing cycle, with payment due within one week of an invoice. If Owner fails to make such payments, then upon 7 days' notice Engineer may terminate this Main Agreement and all Task Orders.
- D. Termination for Convenience by Owner: Owner may terminate a Task Order or this Main Agreement for Owner's convenience, effective upon Engineer's receipt of notice from Owner.
- E. Effective Date of Termination: If Owner terminates the Main Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble project materials in orderly files. Engineer shall be entitled to compensation for such tasks.
- F. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services that have been performed or furnished in accordance with this Main Agreement and the specific Task Order, and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.
 - 1. If Owner has terminated a Task Order for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Main Agreement or as otherwise agreed in writing.
 - 2. If Owner has terminated the Main Agreement for convenience, or if Engineer has terminated a Task Order for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in this Main Agreement.

6.06 Successors, Assigns, and Beneficiaries

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Main Agreement and any Task Order issued under this Main Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due

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or may become due) in this Main Agreement, or in any Task Order, without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Main Agreement or any Task Order.

C. Unless expressly provided otherwise in this Main Agreement:

1. All duties and responsibilities undertaken pursuant to this Main Agreement or any Task Order will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
2. Nothing in this Main Agreement or in any Task Order will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in all Construction Contracts associated with this Main Agreement and its Task Orders.

6.07 Dispute Resolution

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.
- B. Mediation: Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Main Agreement or any Task Order hereunder, or to any breach of this Main Agreement or any Task Order (“Disputes”) to mediation. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.
- C. If the parties fail to resolve a dispute through mediation under Paragraph 6.07.B, then either or both may invoke the applicable dispute resolution procedures of Exhibit H. If Exhibit H is not included, or if no applicable dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.08 Controlling Law; Venue

- A. This Main Agreement and all Task Orders (unless expressly stated otherwise) are to be governed by the Laws and Regulations of the state in which the principal office of the Owner is located: **Cass County, North Dakota.**
- B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of Owner’s principal office; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which Owner’s principal office is located.

6.09 Environmental Condition of Site

- A. With respect to each specific Task Order, Specific Project, and Site (unless indicated otherwise in a specific Task Order), Owner represents to Engineer that, as of the Effective Date of the Task Order, to the best of Owner’s knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

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- B. Undisclosed Constituents of Concern. For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as “undisclosed” Constituents of Concern.
1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.
 2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under a Task Order are not undisclosed Constituents of Concern.
 3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.
- C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.
- D. It is acknowledged by both parties that for all Task Orders the Engineer’s scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Specific Project adversely affected thereby until such portion of the Specific Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- E. If the presence at a Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer’s services under a specific Task Order, then:
1. if the adverse effects do not preclude Engineer from completing its Specific Project services in general accordance with the Task Order on unaffected or marginally affected portions of the Specific Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Task Order will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or
 2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its Specific Project services without significant changes to the scope

of services, time of completion, and compensation, then Engineer may terminate the Task Order for cause on 7 days' written notice.

- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Mutual Indemnification and Mutual Waiver

- A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to a Specific Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."
- B. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- C. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- D. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, any Task Order, or a Specific Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services under a specific Task Order, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under the

Task Order. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.12 Miscellaneous Provisions

- A. Notices: Any notice required under this Main Agreement or a Task Order will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All notices must be effective upon the date of receipt.
- B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Main Agreement or in a Task Order will survive completion or termination for any reason.
- C. Severability: Any provision or part of the Main Agreement or any Task Order held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.
- D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.
- E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Main Agreement and any Task Order will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Specific Project is not completed, then no later than the date of Owner's last payment to Engineer under the applicable Task Order.

ARTICLE 7—DEFINITIONS

7.01 Defined Terms

- A. Wherever used in this Agreement (as defined herein), terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of a specific Task Order.
 - 3. Agreement—This written contract for professional services between Owner and Engineer, including the Main Agreement, all exhibits and appendices to the Main Agreement identified in Paragraphs 8.01 and 8.02, all duly executed amendments, and all Task Orders, including all exhibits and duly executed amendments to such Task Orders.
 - a. Main Agreement—See definition at Paragraph 7.01.A.28 below.
 - 4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and

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which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of a specific Task Order.
6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.
7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
10. Construction Contract—The entire and integrated written contract between the Owner and Contractor concerning the Work.
11. Construction Contract Documents—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract. See also definition of “Front-End Construction Contract Documents” below.
12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
14. Construction Cost—The cost to Owner of the construction of those portions of a Specific Project designed or specified by or for Engineer under a Task Order, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance

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counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. **Constructor**—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to a Specific Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
16. **Contractor**—The entity or individual with which Owner enters into a Construction Contract.
17. **Documents**—All documents expressly identified as deliverables in this Main Agreement or in any Task Order, whether in printed or Electronic Document form, required to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.
18. **Drawings**—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. **Effective Date of the Main Agreement**—The date indicated in this Main Agreement on which it becomes effective, but if no such date is indicated, it means the date on which the Main Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. **Effective Date of the Task Order**—The date indicated in a specific Task Order on which the Task Order becomes effective, but if no such date is indicated, it means the date on which the Task Order is signed and delivered by the last of the two parties to sign and deliver.
21. **Electronic Document**—Any Specific Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
22. **Electronic Means**—Electronic mail (email), upload/download from a secure Specific Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.
23. **Engineer**—The individual or entity named as such in this Main Agreement.

24. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to a Specific Project as an independent contractor.
25. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
26. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.
27. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
28. Main Agreement—The portion of the Agreement containing the general terms and conditions of the contract between Owner and Engineer, applicable to all Task Orders, including but not limited to provisions regarding task order procedures, Owner responsibilities, invoice and payment procedures, standard of care, ownership of documents, suspension and termination, and definitions.
29. Owner—The individual or entity named as such in this Main Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning Specific Projects.
30. Record Drawings—Drawings depicting the completed Specific Project, or a specific portion of the completed Specific Project, prepared by Engineer and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
31. Resident Project Representative—As authorized by a specific Task Order, the representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR. The duties and responsibilities of the RPR (if any) will be as set forth in each Task Order.
32. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
33. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

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34. Site—Lands or areas to be indicated in the Construction Contract Documents for a Specific Project as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
35. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
36. Specific Project—A specifically identified and defined total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under a specific Task Order are a part.
37. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to a Specific Project as an independent contractor.
38. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
39. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
40. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
41. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
42. Task Order—A document executed under this Main Agreement by Owner and Engineer (including incorporated exhibits and amendments if any), stating the scope of services, Engineer's compensation, times for performance of services, and other relevant information.

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43. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Specific Project, including Construction Cost and all other Specific Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Specific Project, and the cost of other services to be provided by others to Owner.
44. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
45. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
46. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND APPENDICES TO MAIN AGREEMENT; TASK ORDER FORM; EXHIBITS TO TASK ORDER; SPECIAL PROVISIONS

8.01 Exhibits to Main Agreement

The following exhibits are incorporated by reference and included as part of this Main Agreement, and as such are applicable to all Task Orders:

- A. Reserved.
- B. Reserved.
- C. Exhibit C, Amendment to Main Agreement (form).

Main Agreement.

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- D. Reserved.
- E. Reserved.
- F. Exhibit F, Electronic Documents Protocol (EDP).
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.

8.02 Appendices to Main Agreement

- A. The following appendices are incorporated by reference and made a part of this Main Agreement:
 - 1. Appendix 1—Reimbursable Expenses Schedule
 - 2. Appendix 2—Standard Hourly Rates Schedule

8.03 Resource Documents: Task Order Form and Exhibits to Task Order

- A. The parties acknowledge the accompanying documents, “Part 3 of 4: Task Order Form” and “Part 4 of 4: Exhibits to Task Order.” These documents are a resource for the parties’ use when a specific Task Order is issued. To the extent practical and applicable to a Specific Project, the parties will use the Task Order Form and Exhibits to Task Order as the basis for preparing the specific Task Order and its exhibits. The Task Order Form and Exhibits to Task Order are not a part of this Main Agreement or binding on the parties except to the extent they serve as the basis for a duly executed Task Order and its exhibits.

8.04 Executed Task Orders and Their Exhibits

- A. When a specific Task Order is duly executed by Owner and Engineer, the Task Order and its exhibits become an integral part of the Agreement, governed by the Main Agreement and its exhibits.

8.05 Total Agreement; Amendments to Main Agreement and Task Orders

- A. This Agreement (as defined herein) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings.
- B. Amendments:
 - 1. This Main Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Such written instruments should be based whenever possible on the format of Exhibit C to this Main Agreement.
 - 2. Amendments and modifications to a Task Order may be made by execution of a new, expressly related Task Order, or by execution of a written amendment to the Task Order.
 - 3. Nothing in any Task Order will be construed as revising or modifying the terms and conditions of the Main Agreement or its exhibits, except as expressly stated in such Task Order.

8.06 Designated Representatives

- A. With the execution of this Main Agreement, Engineer and Owner shall each designate a specific individual to act as representative under the Main Agreement. Such an individual must have authority to execute Task Orders, transmit instructions, receive information, and render decisions with respect to this Main Agreement, on behalf of the party that the individual represents.
- B. With the execution of each Task Order, Engineer and Owner shall each designate a specific individual to act as representative with respect to the Task Order. Such individual must have authority to transmit instructions, receive information, and render decisions with respect to the specific Task Order, on behalf of the party that the individual represents.

8.07 Engineer's Certifications

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.07:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.08 Conflict of Interest

- A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.
- B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:
 - 1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.
 - 2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

This Main Agreement's Effective Date is June 16, 2023.

Owner:

City of West Fargo, North Dakota

(name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

Attach evidence of authority to sign.

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

Engineer:

HDR Engineering, Inc.

(name of organization)

By:

Jason L. Kjenstad
(individual's signature)

Date:

06/16/2023

(date signed)

Name:

Jason Kjenstad, PE

(typed or printed)

Title:

Sr Vice President, Area Manager

(typed or printed)

Attach evidence of authority to sign.

Attest:

Elizabeth Codrington
(individual's signature)

Title:

Office Manager

(typed or printed)

Address for giving notices:

51 N Broadway, Suite 550

Fargo, ND 58104

Designated Representative:

Name:

Matthew Huettl, PE

(typed or printed)

Title:

Transportation Engineer

(typed or printed)

Address:

51 N Broadway, Suite 550

Fargo, ND 58104

Phone:

701-353-6115

Email:

matthew.huettl@hdrinc.com

Main Agreement.

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Exhibit B—Reserved.

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EXHIBIT C—AMENDMENT TO MAIN AGREEMENT

AMENDMENT TO MAIN AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **City of West Fargo, North Dakota**

Engineer: **HDR Engineering, Inc.**

Effective Date of Agreement: **June 16, 2023**

Nature of Amendment: (Check those that apply)

- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to term of Main Agreement
- ☐ Modifications to other terms and conditions of the Main Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.]

Owner and Engineer hereby agree to modify the above-referenced Main Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner

Engineer

(typed or printed name of organization)

(typed or printed name of organization)

By:

(individual's signature)

By:

(individual's signature)

(Attach evidence of authority to sign.)

(Attach evidence of authority to sign.)

Date:

(date signed)

Date:

(date signed)

Name:

(typed or printed)

Name:

(typed or printed)

Title:

(typed or printed)

Title:

(typed or printed)

Exhibit D—Reserved.

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Exhibit E—Reserved.

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Main Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.01 Electronic Documents Protocol

- A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals. References to "Project" will mean the Specific Project, or the facilities program or other combination of projects undertaken with Engineer's involvement, as the case may be.

1. Basic Requirements

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Project-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.
- e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any

applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or (3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.
 - 1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **2 GB**. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
- c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.
- d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of this exhibit, or implementation of other Electronic Documents protocols.
- e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless

this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

- f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
- g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

B. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

- 1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of each specific Task Order identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B of each specific Task Order is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).
- 2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will

be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in a specific Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

- a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:
 - 1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.
 - 2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.
 - 3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.
 - 4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.
- b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.
2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.			
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.			
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.			
Key				
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version DC or later.			
DWG	Autodesk® AutoCAD. dwg format Version 2022 .			
DOC	Microsoft® Word. docx format .			
EXC	Microsoft® Excel .xlsx or .xml			
DB	Microsoft® Access .mdb			

EXHIBIT G—INSURANCE

ARTICLE 1—INSURANCE

Paragraph 6.04 of the Main Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

1.01 Insurance Policies and Limits

- A. In accordance with Paragraph 6.04.A of the Main Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	\$1,000,000
Each employee	\$1,000,000
Policy limit	\$1,000,000
Commercial General Liability	
General Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$2,000,000
Automobile Liability	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000
Excess or Umbrella Liability	
Each Occurrence	\$3,000,000
General Aggregate	\$3,000,000
Professional Liability	
Each Claim	\$4,000,000
Annual Aggregate	\$4,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	\$500,000
General Aggregate	\$1,000,000

Exhibit G—Insurance.

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- B. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.
- C. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
- D. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

EXHIBIT H—DISPUTE RESOLUTION

ARTICLE 1—DISPUTE RESOLUTION METHOD

Paragraph 6.07 of the Agreement, Dispute Resolution, is supplemented to include the following Exhibit H Paragraph 1.01:

1.01 *Dispute Resolution*

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement, including any Task Order, or the breach thereof ("Disputes") to mediation pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution method of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction located in Cass County, North Dakota.

EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 1—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include the following Paragraph(s):

1.01 Limitation of Engineer's Liability

- A. Engineer's Liability Limited to Stated Amount: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's Subcontractors, officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project, to Engineer's or its Subconsultants' or Engineer's Subcontractor's services, or to this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants, or Engineer's Subcontractors, will not exceed the total amount of **\$2,000,000** or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment on an annual basis. Rates and charges for Reimbursable Expenses as of the Effective Date of the Main Agreement are: **SEE ATTACHED RATE SHEETS TITLED:**

1. HDR Engineering – 2023 Hourly Billing Rates

APPENDIX 2: STANDARD HOURLY RATES SCHEDULE

B. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in the Agreement and the governing Task Order.
3. The Standard Hourly Rates are subject to annual adjustment.

C. Schedule: Hourly rates for services performed on or after the date of the Agreement are: **SEE ATTACHED RATE SHEETS TITLED:**

1. HDR Engineering – 2023 Hourly Billing Rates

HDR Engineering 2023 Hourly Billing Rates

Enclosed are the 2023 Hourly Billing Rates for HDR Engineering. These rates shall be adjusted annually to reflect any salary adjustments incurred by employees. The rates listed below do not include reimbursable expenses or hourly rates for equipment as defined below.

Description	Billing Rate/Hour
Managing Principal	225
Senior Project Manager	215
Project Manager III	195
Project Manager II	180
Project Manager I	170
Engineer VI	195
Engineer V	180
Engineer IV	170
Engineer III	145
Engineer II	130
Engineer I	120
Senior ASME Engineer	195
ASME Engineer	180
System Integrator Engineer IV	195
System Integrator Engineer III	175
System Integrator Engineer II	155
System Integrator Engineer I	115
Engineering/Field Services Technician V	175
Engineering/Field Services Technician IV	160
Engineering/Field Services Technician III	135
Engineering/Field Services Technician II	115
Engineering/Field Services Technician I	105
Cadd/GIS Technician V	155
Cadd/GIS Technician IV	135
Cadd/GIS Technician III	115
Cadd/GIS Technician II	105
Cadd/GIS Technician I	95
Right of Way IV	195
Right of Way III	175
Right of Way II	155
Right of Way I	120
Right of Way Coordinator	95
Environmental Scientist V	180
Environmental Scientist IV	160
Environmental Scientist III	140
Environmental Scientist II	125
Environmental Scientist I	110

Senior Land Surveyor	155
Land Surveyor	135
Survey Technician III	125
Survey Technician II	110
Survey Technician I	95
Senior Construction Manager	195
Construction Manager	185
Construction Engineer III	175
Construction Engineer II	160
Construction Engineer I	135
Construction Inspector	105
Strategic Communications/Graphic Designer IV	165
Strategic Communications/Graphic Designer III	145
Strategic Communications/Graphic Designer II	130
Strategic Communications/Graphic Designer I	100
Project Controller	95
Project Assistant	95
Admin Assistant	70

HDR has technical experts in various geographic locations that may be utilized based on specific project need. This specialized expertise is not subject to the above rates and associated billing rates are to be determined at the time of contract negotiation.

Direct Expenses

Drone	\$275.00 per day
Traffic Counting Equipment	\$120.00 per hour
Survey/GPS Equipment	\$50.00 per hour
Robotic Total Station	\$50.00 per hour
Side-by-Side Utility Vehicle	\$25.00 per hour
Handheld GPS	\$20.00 per hour
HDR Vehicle Mileage	\$0.75 per mile
Personal Vehicle Mileage	IRS rate per mile

Printing:

B&W 8.5x11	\$0.041 each
Color 8.5x11	\$0.138 each
B&W 11x17	\$0.079 each
Color 11x17	\$0.273 each
Plots Bond	\$0.459 per sq. ft.

OTHER REIMBURSABLE EXPENSES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for travel, meals, subconsultants, shipping, and other incurred expense. Unless negotiated otherwise in the contract, HDR will add 10% to invoices received from subconsultants to cover administrative expenses and vicarious liability. Specialty equipment charges apply to specific equipment used on the project.



APPLICATION FOR A LOCAL PERMIT OR RESTRICTED EVENT PERMIT
NORTH DAKOTA OFFICE OF ATTORNEY GENERAL
GAMING DIVISION
SFN 9338 (2-2023)

Applying for (check one)

☒ Local Permit ☐ Restricted Event Permit*

Games to be conducted ☐ Raffle by a Political or Legislative District Party

☐ Bingo ☐ Raffle ☒ Raffle Board ☐ Calendar Raffle ☐ Sports Pool ☐ Poker* ☐ Twenty-One ☐ Paddlewheels*

*See Instruction 2 (f) on Page 2. Poker, Twenty-One, and Paddlewheels may be conducted Only with a Restricted Event Permit. Only one permit per year.
LOCAL PERMIT RAFFLES MAY NOT BE CONDUCTED ONLINE AND CREDIT CARDS MAY NOT BE USED FOR WAGERS

ORGANIZATION INFO

Name of Organization or Group United Way of Cass-Clay		Dates of Activity (Does not include dates for the sales of tickets) Wednesday, August 23, 2023	
Organization or Group Contact Person Tiffany McShane	E-mail tmcshane@unitedwaycassclay.org	Telephone Number 701-532-4603	
Business Address 4351 23rd Avenue South	City Fargo	State ND	ZIP Code 58104
Mailing Address (if different) P.O. Box 1609	City Fargo	State ND	ZIP Code 58107

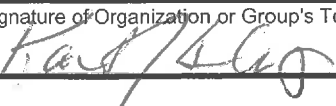
SITE INFO

Site Name Light Consulting - Fiesta 4 Impact Fundraiser for United Way		County Cass	
Site Physical Address 3308 Oak Ridge Pond Way East	City West Fargo	State ND	ZIP Code 58078
Provide the exact date(s) & frequency of each event & type (Ex. Bingo every Friday 10/1-12/31, Raffle - 10/30, 11/30, 12/31, etc.) 3 Raffle boards during the Fiesta 4 Impact fundraiser for United Way on 8/23, with drawing post event that afternoon.			

PRIZE / AWARD INFO (If More Prizes, Attach An Additional Sheet)

Game Type	Description of Prize	Exact Retail Value of Prize
Raffle Board	One Week Stay at a Vidanta Resort in Mexico	\$2,500
Raffle Board	Dale Carnegie Course Registration for One Participant	\$2,095
Raffle Board	1919 Root Beer Keg & SCHEELS Gift Card	\$210
Total (limit \$40,000 per year)		\$ 4,805

Intended Uses of Gaming Proceeds Proceeds will benefit United Way of Cass-Clay in our efforts towards our three Bold Community Goals - Preventing Hunger & Homelessness, Preparing Kids to Succeed, and Strengthening Families.	
Does the organization presently have a state gaming license? (If yes, the organization is not eligible for a local permit or restricted event permit and should call the Office of Attorney General at 1-800-326-9240) ☐ Yes ☒ No	
Has the organization or group received a restricted event permit from any city or county for the fiscal year July 1 - June 30 (If yes, the organization or group does not qualify for a local permit or restricted event permit) ☐ Yes ☒ No	
Has the organization or group received a local permit from an city or county for the fiscal year July 1 - June 30 (If yes, indicate the total retail value of all prizes previously awarded) ☐ No ☒ Yes - Total Retail Value: \$9,019 (This amount is part of the total prize limit for \$40,000 per fiscal year)	
Is the organization or group a state political party or legislative district party? (If yes, the organization or group may only conduct a raffle and must complete SFN 52880 "Report on a Restricted Event Permit" within 30 days of the event. Net proceeds may be for political purposes.) ☐ Yes ☒ No	

Name Karla Isley	Title President & CEO	Telephone Number 701-237-5050	E-mail Address kisley@unitedwaycassclay.org
Signature of Organization or Group's Top Official 		Title President & CEO	Date 6/28/23

Information required to be preprinted on a standard raffle ticket:

1. Name of organization;
2. Ticket number;
3. Price of the ticket, including any discounted price;
4. Prize, description of an optional prize selectable by a winning player, or option to convert a merchandise prize to a cash prize that is limited to the lesser of the value of the merchandise prize or eight thousand dollars. However, if there is insufficient space on a ticket to list each minor prize that has a retail price not exceeding twenty-five dollars, an organization may state the total number of minor prizes and their total retail price;
5. For an organization that has a permit, print the authorizing city or county and permit number;
6. A statement that a person is or is not required to be present at a drawing to win;
7. Date and time for each drawing and, if the winning player is to be announced later, date and time of that announcement. For a calendar raffle, if the drawings are on the same day of the week or month, print the day and time of the drawing;
8. Location and physical street address of the drawing;
9. If a merchandise prize requires a title transfer involving the Department of Transportation, a statement that a winning player is or is not liable for sales or use tax;
10. If a purchase of a ticket or winning prize is restricted to a person of a minimum age, a statement that a person must be at least "-" years of age to buy a ticket or win a prize;
11. A statement that a purchase of the ticket is not a charitable donation;
12. If a secondary prize is an unguaranteed cash or merchandise prize, a statement that the prize is not guaranteed to be won and odds of winning the prize based on numbers of chances; and
13. If a prize is live beef or dairy cattle, horse, bison, sheep, or pig, a statement that the winning player may convert the prize to a cash prize that is limited to the lesser of the market value of the animal or six thousand dollars.

PRIZE RESTRICTIONS:

A single cash prize cannot exceed \$8,000

The retail value of a merchandise prize cannot exceed \$8,000.

The **total** of all cash prizes and retail value of all merchandise prizes for all games cannot exceed \$40,000 per year.

If the value of the planned cash and merchandise prizes exceed \$40,000, the organization or group must reduce the prizes to this limit or a nonprofit corporation may apply for a state gaming license with the Office of Attorney General.

LOCAL PERMIT AND RESTRICTED EVENT PERMIT DIFFERENCES:

	<u>Local Permit</u>	<u>Restricted Event Permit</u>
Number of events per year	Limited by prizes	One
Must file an information report	Yes, if political party	Yes
May pay employees compensation	Yes	No
Must use chips as wagers	No	Yes
Use of net income	Unrestricted	Restricted
Games allowed	Bingo Raffles Sports Pools	Bingo Raffles Sports Pools Poker Twenty-One Paddlewheels

Compared to a "Local Permit," an organization or group with a "Restricted Event Permit" may conduct three more game types, but is restricted to one event per year, must file a "Report on a Restricted Event Permit" with the city or county and Office of Attorney General, and disburse net income to eligible uses. These uses are described by North Dakota Century Code 53-06.1-11.1(2) and North Dakota Administrative Code 99-01.3-14-02. Refer to the backside of the "Report on a Restricted Event Permit" form for a general list of eligible uses.

For a Restricted Event Permit, one method to ensure that the total of all cash prizes and retail value of all merchandise prizes do not exceed \$40,000 is to charge each player a standard amount at the start of the event for a certain number or value of chips. If a player loses all of the player's chips, the player may re-buy chips. The player would play games and, at the end of the event, the organization would auction merchandise prizes to the players. The player who bid the highest number or value of chips for a prize would win that prize. For those players

who have chips but did not successfully bid on a prize, the organization may redeem the chips for a predetermined cash value per chip. For this method, the value of the players' chips redeemed for cash is no a prize.



To: West Fargo City Commission
From: Denis Otterness, Chief of Police
Date: July 10, 2023
Subject: Body-Worn Camera Program Vendor Selection
Action: Approve Purchase of Equipment to Support Motorola Solutions/WatchGuard Body Worn Camera Program

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Dustin Scott, Assistant City Administrator

Summary and Recommendation:

Based on cost considerations, thorough research, required capabilities and wear-testing of Motorola Solutions/WatchGuard Body-Worn Camera equipment, the Police Department is requesting Commission approval to move forward with the expenditure of budgeted 2023 funds to finalize the purchase of Motorola Solutions/WatchGuard Body-Worn Camera equipment and back-end services.

Policy Analysis:

Motorola Solutions/WatchGuard Body-Worn Camera equipment will be fully compatible and compliant with 21st century policing best practices and allow for compliance with current police department policy and procedure.

Financial Analysis:

As part of the 2023 final Commission-approved budget, the police department received \$150,395.00 in funding to support implementing a body-worn camera program. This total includes a line item of \$4000.00 to support training. Pricing has changed since receiving our initial quote from Motorola Solutions/WatchGuard. The revised quote to fully equip police department staff for 2023 (85 cameras) is \$137,037.00, a savings of \$9358.00 for equipment and back-end support. The annual subscription costs for years two (2024), three (2025), four (2026) and five (2027), however, have increased from our initial 2024 budget request of \$74,180.17 to \$86,802.00 per year, an increase of \$12,621.83 per year over the remaining four years of the proposed five-year contract. A copy of Motorola Solutions/WatchGuard Body-Worn Camera quote is attached for your reference and review.

Process/Timeline:

7/10/2023: Commission approval of expenditure of 2023 budgeted funds to fully implement the police department's body-worn camera program.

Fall 2023: Full implementation of body-worn camera program (TBD by fulfillment date provided by Motorola Solutions/WatchGuard.



West Fargo Police Department

800 4th Ave E, Suite 2 West Fargo, ND 58078 | 701-515-5500 | westfargopolice.com

Denis E. Otterness
Chief of Police

Body-Worn Camera Program Update

The wear-test trial period for body-worn camera (BWC) vendor Motorola Solutions/WatchGuard has concluded. Twenty officers participated in evaluating the equipment during this trial period while responding to calls for service, conducting traffic law enforcement and attending training sessions. The V300 BWC system, the docking stations that download videos to the cloud and charges the units, the mechanisms that will keep the cameras on the officers, such as the magnet mounts and/or camera clip, along with evaluating the back-end redaction skills that will be required for our BWC Support Specialist in charge of utilizing that program, were all put to the test.

During the testing and evaluation period, the resolution was tested at both 720p and 1080p. There was not a significant difference in the quality of the videos with the exception of nighttime video. The 1080p was a bit less granular but the 720p still could be made out quite clear. The main difference observed was the life of the battery. With 720p resolution the battery would last anywhere between 8-10 hours depending on how much activity each officer had between calls for service, traffic stops and other such duties. With 1080p the battery lasted between 5-8 hours. In doing research we found that most law enforcement agencies run their BWC's at 720p and have found no significant problems with quality of video.

There is also a mobile app that officers will use to be able to view video, as allowed by policy, before docking to be uploaded. This is a view-only option without the capability to modify or delete BWC video. The app does allow for adjustment of camera angle and the ability to tag the type of event, impacting retention periods, along with a case number. The app is simple to use and will be installed easily on Department issued work mobile phones.

Because we were in a testing phase, the BWC videos were not able to be uploaded by our States Attorney's Office or City Attorney. But, similar to our current in-car cameras, once this program is fully implemented there will be access for both to retrieve video for cases as needed. This will be a portion of the project that we will have to work together with WatchGuard and our I.T. Department so that the process is seamless and easily accessible.

Overall, the testing phase was successful in helping our Department staff prepare for full implementation. We are confident this is the right product and vendor to move forward with.

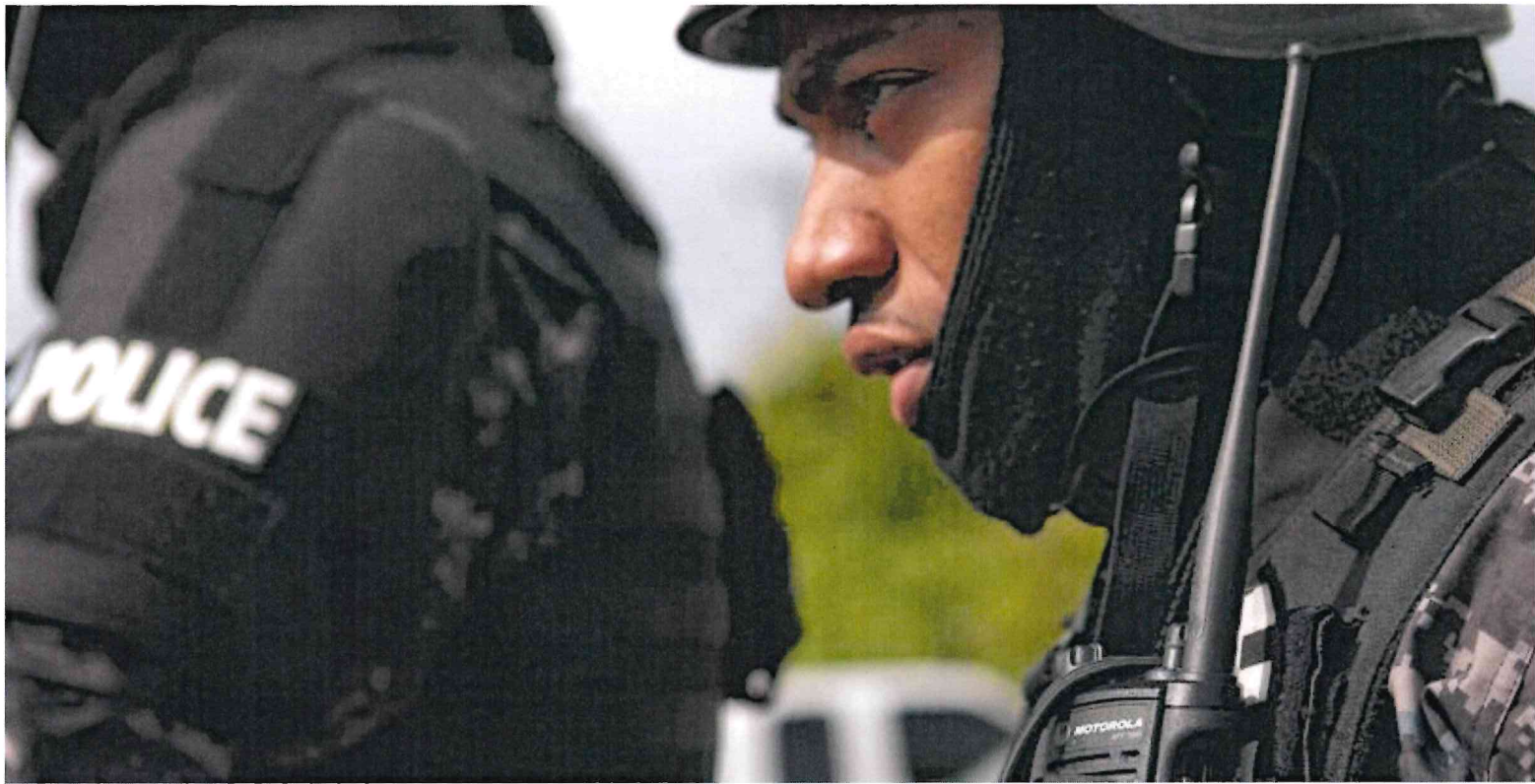
Below is a list of some of the key features that the V300 BWC system has that were found to be useful.

- Detachable battery for an easy quick change while on the go.
- 130 degrees of view with ability to adjust camera up and down based on body placement.
- Natural field of view eliminates the fish-eye effect or warped look.
- The incident recovery feature will allow us to go back 48 hours, sometimes longer depending on use, to obtain video that wasn't recording at the time.
- Light and durable camera units.
- Fully encrypted so data is secure.
- Battery life of 8-10 hours based on volume of activity.
- User friendly mobile app that allows officers view-only access to BWC footage without the ability to delete and/or modify.

When our program is fully implemented and operational there are additional highlights to be noted.

- For every camera purchased Motorola Solutions will provide a free battery for each camera.
- Synchronization to our current in-car camera system and its triggers.
- Blue tooth enabled trigger for BWC's when officers remove their duty weapons from their holsters.
- Command Central Evidence for all redaction, case sharing and transcription.
- Frame by frame playback analysis.
- Wireless uploading.
- Hardware warranty, firmware updates and a software management and maintenance package.
- Cloud storage---UNLIMITED.
- Very satisfied with Motorola Solution support.
- Midway through the warranty period (3 years) we will be provided a BWC and battery at no additional cost, unless we chose to upgrade to a newer available camera model.

As a Department we are pleased to have gotten to this stage of the process. We are also confident this will work to strengthen and enhance the trust we already enjoy with members of our community through our continued commitment to transparency. On behalf of the entire Department I want to thank the Commission for supporting this program.



WEST FARGO POLICE DEPT

WFPD (85) V300 VaaS

04/19/2023

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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Billing Address:
WEST FARGO POLICE DEPT
W FARGO POLICE DEPT
800 FOURTH AVE
WEST FARGO, ND 58078
US

Quote Date:04/19/2023
Expiration Date:07/18/2023
Quote Created By:
Nathan Kinsey
Nate.Kinsey@
motorolasolutions.com

End Customer:
WEST FARGO POLICE DEPT
Jason Anderson
jason.anderson@westfargond.gov
701-793-9349

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
Video as a Service							
1	AAS-BWC-5YR-001	BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE	85	5 YEAR	\$4,140.00	\$351,900.00	
2	PRS-0618A	VAAS MANAGED INSTAL,ONSITE,TRAIN,CO NFIG	1		\$5,000.00	\$5,000.00	
3	WGB-0178AAS	VIDEO EQUIPMENT, V300/V700 USB DESKTOP DOCK VAAS (\$4 PER MON)	26		Included	Included	
4	AAS-BWC-USB-DOC	V300/V700 USB CHARGE/UPLOAD DOCK - 5 YEARS VIDEO-AS-A-SERVICE (\$4 PER MON)	26	5 YEAR	\$240.00	\$6,240.00	
5	AAS-BWC-XFS-DOC	V300/V700 TRANSFER STATION - 5 YEARS VIDEO-AS-A-SERVICE (\$30 PER MON)	7	5 YEAR	\$1,800.00	\$12,600.00	



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, the Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
6	WGW00166-100	EL4 TO VIDEOMANAGER EL DATA MIGRATION SERVICE, PER TB OF DATA	1		\$600.00	\$600.00	
7	PSV00S01454A	LMS ONBOARDING	1		\$0.00	\$0.00	
8	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	85	5 YEAR	\$0.00	\$0.00	
9	WGB-0101A	V300 BODY WORN CAMERA, MAG CHEST MOUNT	85		Included	Included	3 YEAR
10	WGW00300-003	V300 NO FAULT WARRANTY	85	5 YEAR	Included	Included	
11	WGB-0138AAS	VIDEO EQUIPMENT, V300/ V700 TRANSFER STATION (\$30 PER MON)	8		Included	Included	
12	WGC02001-VAAS	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA VAAS*	85	5 YEAR	Included	Included	
13	WGB-0142A	V300 IN-CAR WIFI BASE BUNDLE FOR 4RE	23		\$545.00	\$12,535.00	
14	WGW00122-301	MOBILE VIDEO DEPLOYMENT SERVICES	1000 0		\$1.00	\$10,000.00	
15	WGP20080	HOLSTER TRIGGER SENSOR, PRIMER, USBCABLE	85		\$260.00	\$22,100.00	
16	WGP02614	V300, BATT, 3.8V, 4180MAH	85		\$0.00	\$0.00	
	CommandCentral Evidence						
17	ISV00S01459A	DIGITAL EVIDENCE DELIVERY SERVICES	1		\$0.00	\$0.00	
18	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	3	5 YEAR	\$0.00	\$0.00	
19	SSV00S02601A	COMMANDCENTRAL EVIDENCE PLUS*	1	5 YEAR	\$7,020.00	\$7,020.00	



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Line #	Item Number	Description	Qty	Term	Sale Price	Ext. Sale Price	Refresh Duration
20	SSV00S02604A	FIELD RESPONSE APPLICATION*	1	5 YEAR	Included	Included	
21	SSV00S02605A	RECORDS MANAGEMENT*	1	5 YEAR	Included	Included	
22	SSV00S02606A	OPTIMIZED DIGITAL EVIDENCE*	1	5 YEAR	\$0.00	\$0.00	
23	SSV00S02782A	COMMUNITY INTERACTION TOOL*	1	5 YEAR	\$0.00	\$0.00	
24	SSV00S02783A	COMMANDCENTRAL STORAGE GB*	1500 0	5 YEAR	\$3.75	\$56,250.00	

Grand Total **\$484,245.00(USD)**

Pricing Metric :

Price is indicative of the following -

of Named Users for CommandCentral Evidence - 3

Pricing Summary

	Sale Price	
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$137,037.00	\$0.00
Year 2 Subscription Fee	\$86,802.00	\$0.00
Year 3 Subscription Fee	\$86,802.00	\$0.00
Year 4 Subscription Fee	\$86,802.00	\$0.00
Year 5 Subscription Fee	\$86,802.00	\$0.00
Grand Total System Price	\$484,245.00	\$0.00



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



Purchase Order Checklist
(PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Bill To Contact Name & Phone # and EMAIL for customer accounts payable dept
Ship To Contact Name & Phone #
Tax Exemption Status

West Fargo Events Summer 2023



WFE Snapshot

- 501c3 organization reducing the management & ownership burden for the City. West Fargo Events does not receive any property tax collections from residents
- Our offerings are open to the public and almost all are free of charge due mostly to the generosity of our sponsors, donors and community partners.
- Our measurement for success is based on community engagement and public event attendance



Who serves on the board at West Fargo Events?

- 2 City Commission
 - Bernie Dardis
 - Mark Simmons
- 2 School Board
 - Dan Schaeffer
 - Jim Jonas
- 2 Park Board
 - Ryan Gellner
 - Jake Lauritsen
- 3 Community At-Large
 - Todd Berning
 - Eddie Sheeley
 - Jon Hanson

Approaching “Quality of Life” as infrastructure

- Quality of life is difficult to measure but very important to the public experience.
- People choose home locations for a variety of reasons:
 - Schools
 - Services
 - Crime data
 - Opportunity
 - “Stuff to do”
- Quality, quantity and variety
- WFE staff work to make West Fargo a great place to grow up, raise a family and grow old every day.

West Fargo Events Summer 2023

134 events and counting

- Bike Safety Rodeo
- Pro Bull Riding
- Military Memorial Statue
- Kidchella
- Jersey Boys
- Footloose
- 6 major concerts
- Family Fun Nights
- Family Movie Nights
- Community Picnics
- West Fest events
- Cruise Night
- Street Fair
- Oktoberfest
- Tournaments

Vietnam Memorial Statue

Adjutant General, Major General
Alan Dohrmann guest of honor

Vietnam Memorial Statue



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with Sanford and HESI in
a number of ways,
including failing to dis-
pose of waste in a timely
manner and within North
Dakota regulation, creat-
ing potential health haz-
ards, failing to store
waste properly, not hav-

Sanford also accused
Monarch of fraudulent
misrepresentation, prop-
erty damage and failure
to pay operating expenses.
Sanford claims the
torso was a "partial lower
torso."

COUNTERSUIT on A8

Sanford Medical Center in Fargo, N.D.

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West Fargo Mayor Bernie Dardis Speaks during the unveiling of a statue Thursday at POW/MIA Plaza by local artist Jay Ray to honor Vietnam War veterans. The statue will be displayed seasonally.

SHOWCASING HEROISM

New war sculpture unveiled at POW/MIA Plaza in W

BY MATT HENSON
WDAY

WEST FARGO

A new statue to honor all of those who have served in the Vietnam War was unveiled Thursday night, June 29, at the POW/MIA Plaza, next to the West Fargo VFW Post 7564.

The sculpture shows two soldiers, one of them carrying the injured one to safety.

West Fargo artist Jay Ray designed the seven-foot-tall sculpture that weighs 1,000 pounds to honor Vietnam War veterans.

Ray, who is not a veteran, spent the past six weeks working on it. "Just to represent the heroism of our military and just not to glorify

war, but basically acknowledge that the brotherhood and sisterhood of our veterans and what it takes... fighting for our country," he said.

Maj. Gen. Alan Dohrmann, who has served as adjutant general for ND Air and Army National Guard since 2015, was the guest of honor and event speaker.

West Fargo Mayor Ber-

16,000 homes needed to sustain region's growth, report says

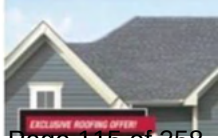
Affordable homes are 'necessary' as rates outpace incomes

BY MELISSA VAN DER
STAD
The Forum

metro renters will be able to purchase a home. Housing in the metro is also lagging behind the national average, accord-

FARGO — From tinv

75TH ANNIVERSARY SALES EVENT



SOLD OUT!

Social Impact Pro Bull Riding



Social Impact Pro Bull Riding

Over **2,000** people saw the event in person and over **15,000** households have tuned in for the broadcast so far!



An additional 200,000+ regional households were served the broadcast event without trackable viewing data available.

Economic Impact Pro Bull Riding



June 3 & 4, 2023

Visitors from Mexico, Puerto Rico, Canada & US

21 states in 1 weekend - ND, MN, CA, NC, AZ, MS, OR, PA, KS, IA, OK, KY, MT, CO, WI, MO, FL, NJ, WY, SD, TX

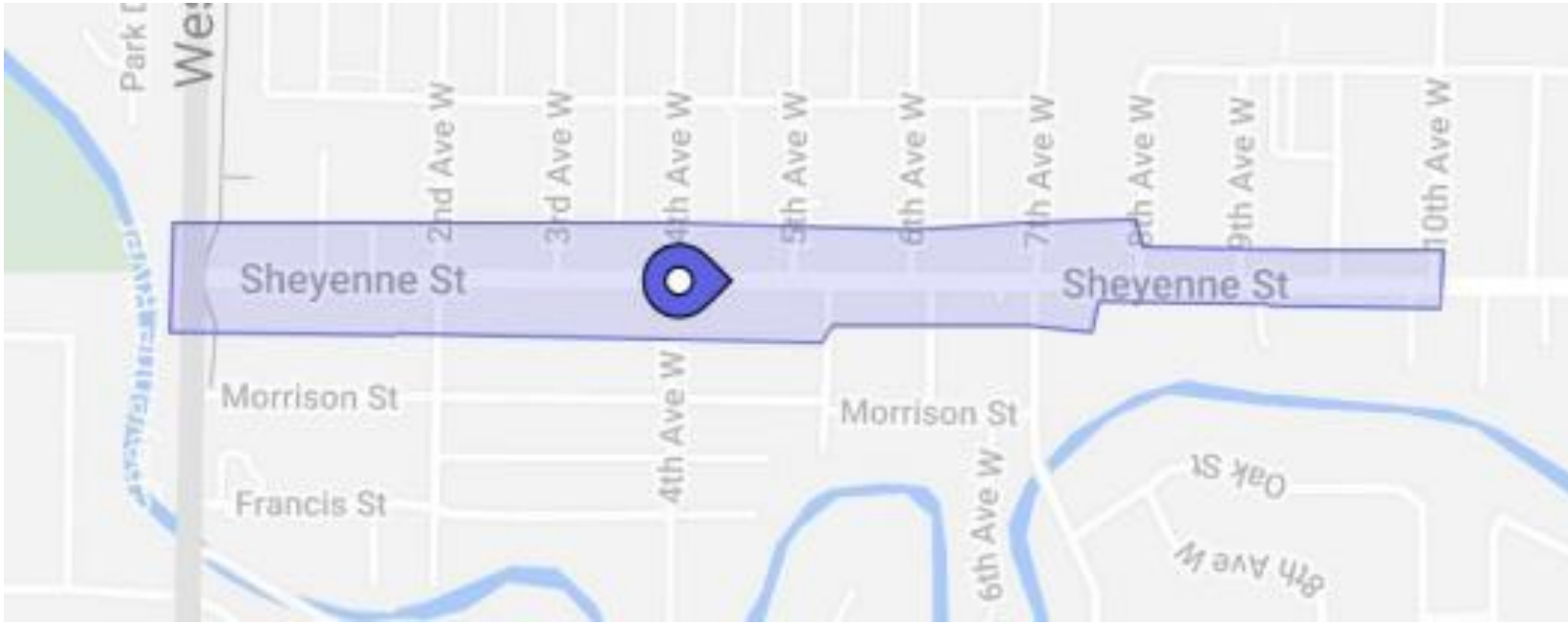
Visitor spending \$97,576

Local spending \$107,360

Onsite commerce \$89,525

Total impact estimate **\$294,461**

Data source: FMWF CVB analysis



Social Impact Cruise Night



A night out on the town

PHOTOS BY DAVID SAMSON / THE FORUM



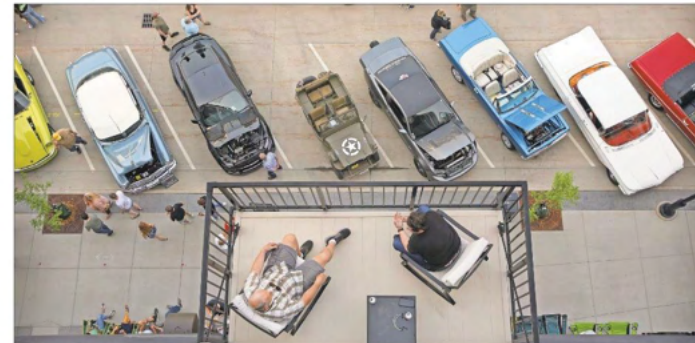
This Plymouth Road Runner draws looks during West Fargo Cruise Night on Sheyenne Street on Thursday.



Cars and crowds pack West Fargo Cruise Night.



Clint Erberl from Jamestown talks about his 1977 Ford F-150 that he had restored in honor of his son Shawn, displayed at West Fargo Cruise Night on Sheyenne Street.



Sheyenne Plaza residents get a bird's eye view of West Fargo Cruise Night.



A Chevrolet 3100 pickup is displayed during West Fargo Cruise Night on Thursday.



A 1956 Ford Thunderbird gets the once over during West Fargo Cruise Night.

Social Impact Street Fair



Shopping on Sheyenne



Photos by David Samson / The Forum

Top left: Kayla Due paints at her KT Fine Arts booth during the West Fargo Street Fair on Saturday. **Top right:** Shoppers look over classic media during Saturday's fair. **Bottom left:** Shoppers stroll Sheyenne Street on Saturday during the fair. **Bottom right:** Shoppers look over the items by Cindy Hensch from Erhard, Minnesota, at her Country Creations stand during the fair on Saturday.

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reading.
The Forum
BY TANDI WOODWARD

There's nothing
more valuable
than knowledge.
The Forum
BY TANDI WOODWARD

Special Event Social Impact



Jun 15 - Jun 17, 2023

Metrics

West Fest Parade Route
308 Sheyenne St, West Fargo, ND 58078-1733

Visits	11.9K	Avg. Dwell Time	97 min
Visits / sq ft	N/A	Panel Visits	567
Size - sq ft	N/A	Visits YoY	+62.9%
Visitors	11.4K	Visits Yo2Y	+166.8%
Visit Frequency	1.04	Visits Yo3Y	+305.9%

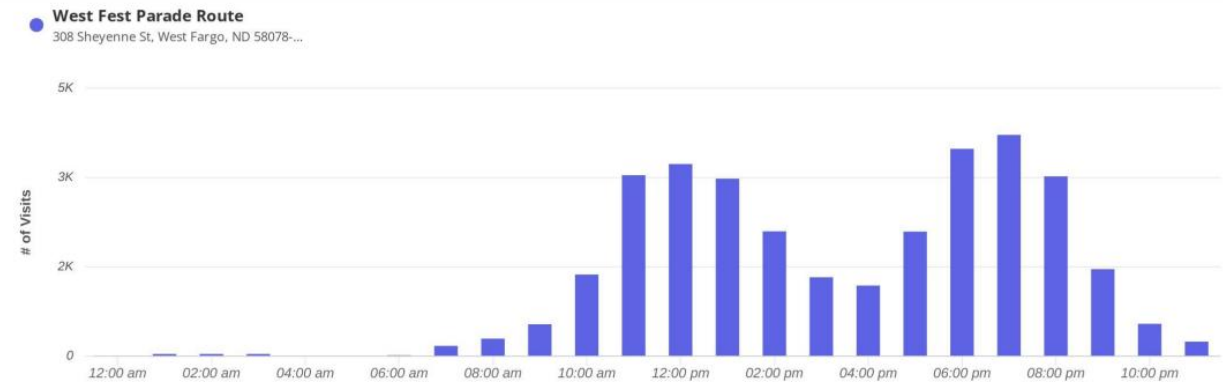
Jun 15th, 2023 - Jun 17th, 2023

Discover

Special Event Social Impact

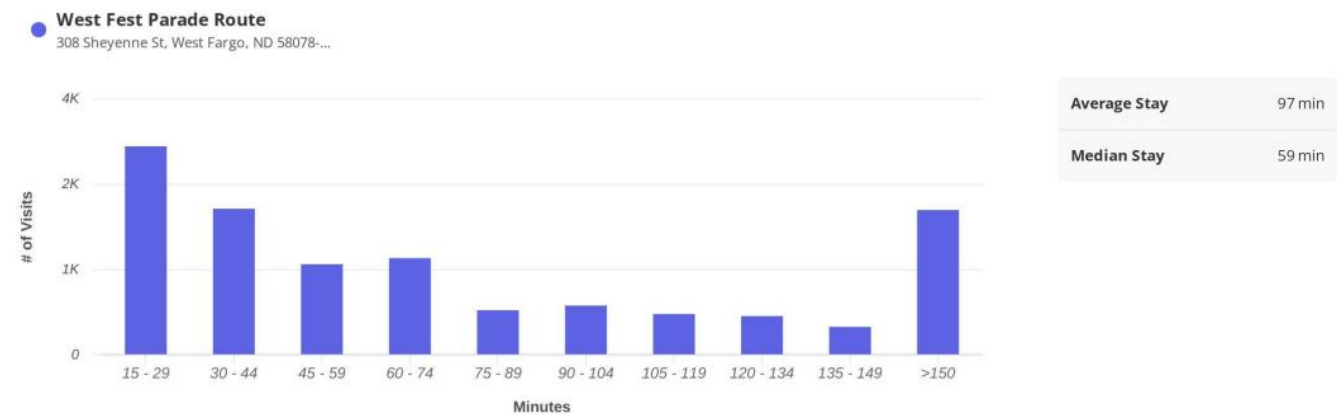


Hourly Visits



Visits | Jun 15th, 2023 - Jun 17th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)

Length of Stay



Visits | Jun 15th, 2023 - Jun 17th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)

Special Event Social Impact



Favorite Places

West Fest Parade Route / Sheyenne St, West Fargo, ND			
Rank	Name	Distance	Visitors
1	Sheyenne Plaza / 430 Sheyenne St, West Fargo, ND 58078	0 mi	6.3K (55.3%)
2	Arthur W. Jones VFW Post 7564 Auxiliary / 308 Sheyenne St, West Fargo, ND 58078	0.1 mi	2.6K (22.5%)
3	Building at 322 Sheyenne St / 337 4th Avenue West, West Fargo, North Dakota 58078	0.1 mi	1.7K (15.3%)
4	West Acres Mall / 3902 13th Avenue South, Fargo, ND 58103	2.8 mi	1.5K (13.2%)
5	Walmart / 4731 13th Ave S, Fargo, ND 58103	1.9 mi	1.1K (10.1%)
6	Flying Pig Catering/Choppers / 221 Sheyenne St, West Fargo, ND 58078	0.1 mi	1K (9%)
7	Scheels / 1551 45th St S, Fargo, ND 58103	2.1 mi	952 (8.4%)
8	West Fargo VFW Post 7564 / 308 Sheyenne St, West Fargo, ND 58078	0.1 mi	772 (6.8%)
9	Target / 4202 13th Ave SW, Fargo, ND 58103	2.6 mi	750 (6.6%)
10	Walmart / 3757 55th Ave S, Fargo, ND 58104	5.7 mi	628 (5.5%)

Category: All Categories | Min. Visits: 1 | Jun 15th, 2023 - Jun 17th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)

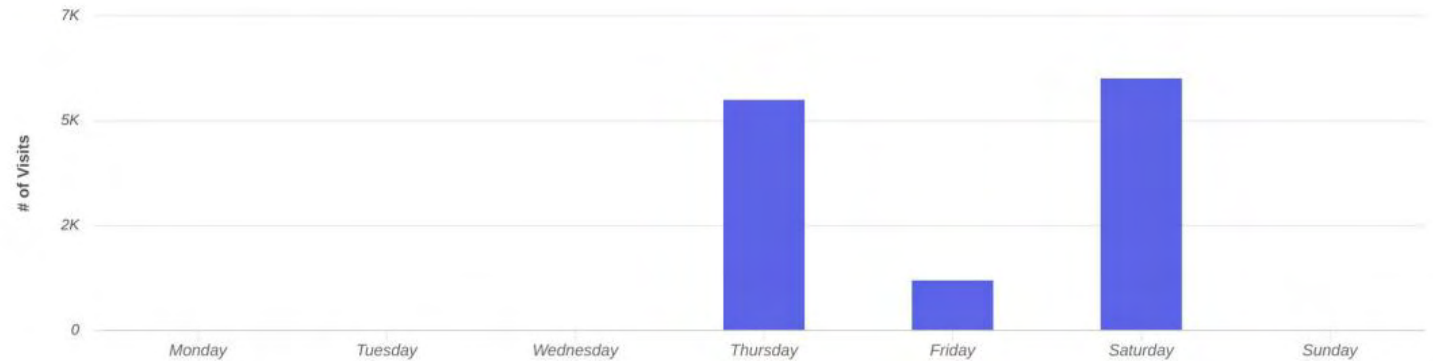


Special Event Social Impact



Daily Visits

West Fest Parade Route
308 Sheyenne St, West Fargo, ND 58078-...

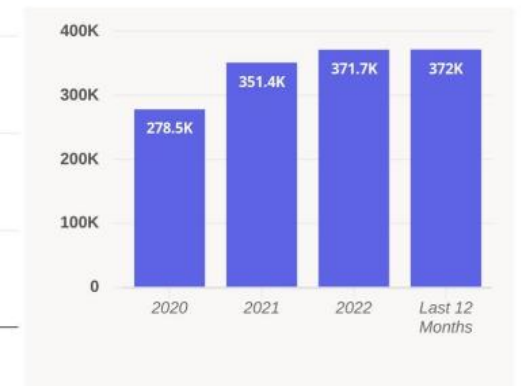
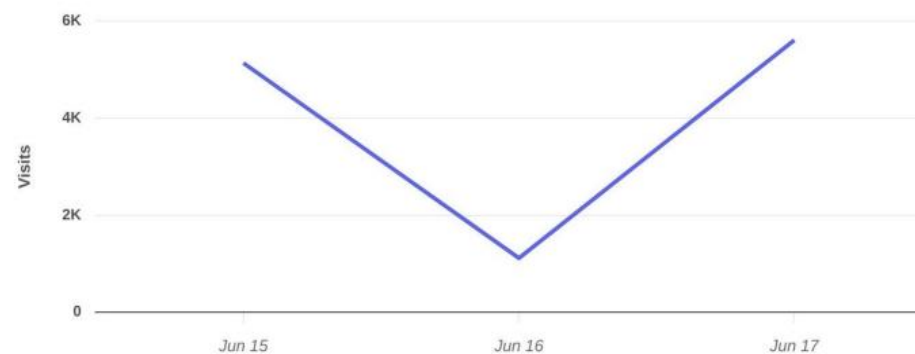


Visits | Jun 15th, 2023 - Jun 17th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)



Visits Trend

West Fest Parade Route
Sheyenne St, West Fargo, ND



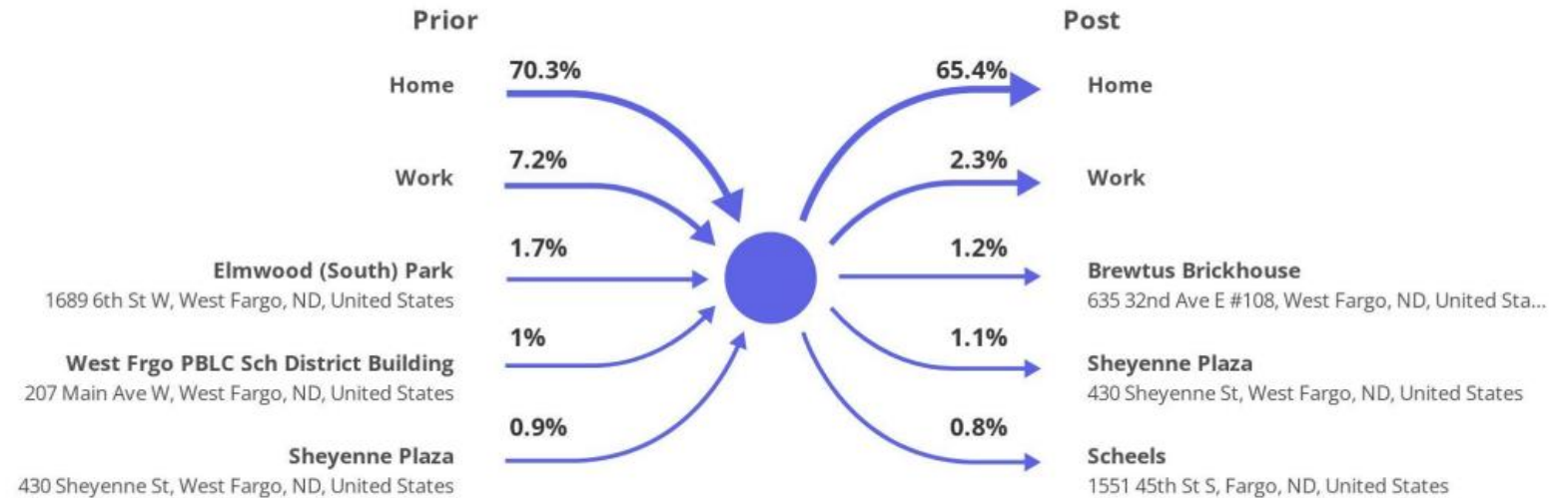
Daily | Visits | Jun 15th, 2023 - Jun 17th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)



Attendee travel patterns

Visitor Journey

- **West Fest Parade Route**
308 Sheyenne St, West Fargo, ND 58078-1733



Show by: Location | Jun 15th, 2023 - Jun 17th, 2023
Data provided by Placer Labs Inc. (www.placer.ai)



Special Event Visitor Spending

Visitor DMA	Minot-Bismarck- Dickinson - Williston	Fargo-Valley City	Minneapolis-St. Paul MN	Sioux Falls (Mitchell) SD
Visitor Spending % of Total	65.3%	20.3%	6.0%	1.7%
Avg. Visitor Spend	\$94	\$86	\$57	\$67
Visitors % of Total	12.8%	27.0%	31.6%	6.3%

June 8-10, 2023

Credit card visitor spending stats for 58078.

June 15-17, 2023

Visitor DMA	Minot-Bismarck- Dickinson - Williston	Fargo-Valley City	Minneapolis-St. Paul MN	Sioux Falls (Mitchell) SD
Visitor Spending % of Total	71.6%	14.7%	6.7%	1.5%
Avg. Visitor Spend	\$107	\$74	\$70	\$61
Visitors % of Total	11.2%	23.2%	28.4%	5.6%

Cruise Night Economic Impact

Avg. Visitor Spend	\$58
CCS - Total Spending	\$127,233.14

June 8, 2023

June 15, 2023

Avg. Visitor Spend	\$79
CCS - Total Spending	\$147,100.44

Street Fair Economic Impact

Avg. Visitor Spend	\$87
CCS - Total Spending	\$153,295.30

June 10, 2023

June 17, 2023

Avg. Visitor Spend	\$89
CCS - Total Spending	\$163,617.54

Questions?

Mike Amundson
Executive Director
mike@westfargoevents.com
www.westfargoevents.com



For event information visit westfargoevents.com or follow us on social media.



To: West Fargo City Commission
From: Commissioner Simmons & Administration
Date: July 10, 2023
Subject: Selection of P3 Developer for the West Fargo Sports Arena P3 Project
Action: Approve selection of P3 Developer and direct staff to draft project agreement for future City Commission consideration

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering

Secondary Portfolio:
Sanitation

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire

Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation

Secondary Portfolio:
Police and Fire

Administration

Dustin Scott, Assistant Administrator

Summary and Recommendation:

On June 20, 2022, the City Commission approved a Joint Powers Agreement (JPA) with West Fargo Public Schools (WFPS) to pursue a public-private partnership (P3) development via a request for proposals (RFP) for the West Fargo Sports Arena property located along 32nd Ave W. On June 26, 2023, the JPA Selection Committee reviewed the one proposal received as a result of the RFP, recommending that the City and WFPS approve the selection of EPIC Development as the P3 developer for this project.

Recommended Action: Approve EPIC Development as the P3 Developer for this project and direct staff to work with the P3 Developer to further refine the project and to draft a project agreement for future consideration by the City Commission.

Policy Analysis:

The project is intended to convert non-taxable land (owned by WFPS) to taxable, high-density, mixed-use development consistent with the vision of the West Fargo 2.0 Comprehensive Plan.

Financial Analysis:

There are no fiscal impacts to the City at this time, other than the staff resources necessary to work with the P3 Developer to refine the project details and to develop a draft project agreement. Selection of EPIC Development as the P3 Developer does not obligate the City in any financial way.

Process/Timeline:

June 20, 2022

- Formation of Joint Powers Agreement with WFPS
- City Commission Approval by a 3-2 vote

March 6, 2023

- Authorization to publish Request for Proposals for P3 Project
- City Commission Approval by a 5-0 vote

June 26, 2023

- Recommendation to Select EPIC Development as P3 Developer
- JPA Selection Committee Approval by a 6-0 vote



To: West Fargo City Commission
From: Ec. Development Manager Casey Sanders-Berglund
Date: July 10, 2023
Subject: Parking Agreement with Olson Family Properties
Action: Approve Parking Agreement

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Administration

Dustin Scott,
Assistant Administrator

Emily Hagemeister,
Executive Assistant

Summary:

At the May 1, 2023 Commission meeting it was approved to move forward in creating a parking construction and lease agreement with Olson Family Properties.

The vacant lands address is 223 3rd Ave W. West Fargo in the DMU zone. As the need for parking has accelerated the owner of this property has proposed a parking agreement as an opportunity to provide an additional 39 public parking spaces to the area.

The agreement outlines the cost of construction estimated to be at \$198,000 (+ or – 11%). Olson Family Properties will manage the construction with funding being reimbursed or paid directly to the contractor through Economic Development Sales Tax.

The lease agreement is outlined as a 10-year lease beginning July 1, 2023. The lease encompasses seasonal upkeep, snow removal, seal coating and stripping every 3-4 years, total resurfacing (approximately every 15 years), and administration and taxes.

Funding:

The funding for the lease would be funded through Economic Development Sales Tax. The annual lease payment will begin at \$15,200 and increase annually by 4%.

Action:

Requesting to approve the City to enter into a parking construction and lease agreement for 10 years for public parking in our downtown mixed-use zone with Olson Family Properties located at 223 3rd Ave W. West Fargo, ND for the purpose of supporting downtown accessibility and activation.

PARKING LEASE AGREEMENT

THIS PARKING LEASE AGREEMENT (the "Agreement") is made and entered into on this ____ day of _____, 2023 (the "Effective Date"), by and between the City of West Fargo, a political subdivision of the State of North Dakota, whose principal address is 800 4th Ave. E, West Fargo, North Dakota 58078 (the "City" or "Lessee"), and Olson Family Properties, LLC, a North Dakota limited liability company, whose principal address is 321 Sheyenne Street, West Fargo, North Dakota 58078 ("Lessor") (the City and Lessor are collectively referred to as the "Parties").

RECITALS

WHEREAS, the City desires to accommodate members of the public by providing additional parking space downtown; and

WHEREAS, the Lessor owns, operates, and maintains the following real property located at 321 Sheyenne Street in the City of West Fargo, Cass County, North Dakota, legally described as follows:

Lots Thirteen, Fourteen, Fifteen, Sixteen, and Seventeen, in Block Seventeen, and the vacated south 140 feet of the alley located between Lots Fourteen, Fifteen, Sixteen, and Seventeen, in Block Seventeen, in Sukut's Third Subdivision of a part of the Northwest Quarter of Section Eight, in Township One Hundred Thirty-Nine North of Range Forty-Nine West of the Fifth Principal Meridian, situate in the City of West Fargo, the County of Cass and the State of North Dakota

(hereinafter, the "Leased Premises;") and

WHEREAS, the City wishes to lease the Leased Premises from Lessor for purposes of providing additional parking space for members of the public; and

WHEREAS, the City has agreed to lease the Leased Premises from Lessor, and the Lessor has agreed to lease the Leased Premises to the City, subject to the terms and conditions contained in this Agreement.

NOW THEREFORE, in consideration of the mutual agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Leased Premises.** In accordance with the terms of this Agreement, the Lessor leases to the Lessee, and the Lessee leases from the Lessor, the Leased Premises during the Lease Term. Lessee does not intend to use or lease the building located on or near the Leased Premises during the Lease Term (as defined herein) for any purpose. Lessee acknowledges it has inspected the Leased Premises and, by the execution of this Agreement, accepts the Leased Premises in its present condition and on an “as is” basis. A map of the Leased Premises is attached to this Agreement as **Exhibit A**. The purpose of the lease is to provide public parking.
2. **Use of the Leased Premises.** Lessee agrees that the Leased Premises shall be used and occupied for only lawful purposes. Lessee hereby expressly approves of the use of the Leased Premises for all operations, direct and inherent, relating to parking which is permitted by law and generally compatible with the design and structure of the Leased Premises.
3. **Lease Term.** The term of this Agreement will commence on _____, 20__, and will terminate following two (2) weeks written notice from the Lessor to the Lessee (the “Lease Term”). The lease is agreed upon for an initial ten-year period. A yearly payment to the Lessor is \$15,200.00 and will have a 4% inflation increase annually. Either party may terminate this Agreement at any time, without cause, by giving to the other party written notice of termination; such termination to become effective sixty (60) days after receipt of such notice.
4. **Early Termination by Lessee.** In the event Lessee terminates this Agreement during the ten-year period, Lessee shall be responsible for paying fifty percent (50%) of the prorated amount of the annual lease through the remainder of the Lease Term.
5. **Early Termination by Lessor.** In the event Lessor terminates this Agreement during the ten-year period, Lessee shall not be responsible for paying any costs associated with the prorated amount of the annual lease through the remainder of the Lease Term. Lessor shall be responsible for reimbursing Lessee for a prorated portion of the construction costs for the Improvements. The up-front construction costs of the Improvements are estimated to be one hundred ninety-eight thousand dollars (\$198,000) and may be adjusted by eleven percent (11%) for inflation.
6. **Signage.** Lessee may retain, maintain and replace as necessary, signage with no approval of the Lessor necessary. Lessee, at its own expense, may fabricate and install additional signage for the Leased Premises without the approval of the Lessor. Lessee will remove its signage upon vacation of the Leased Premises and shall be liable for any costs related to the repair of any damage to the Leased Premises occasioned by the removal of such signage.
7. **Improvements.** Lessor shall be responsible for the construction of a parking lot on the Leased Premises (the “Improvements”). The Improvements may include, but are not limited to excavation, site prep, curb and gutter, asphalt, stripping, guardrail, lighting, and landscaping. Lessee shall be responsible for the up-front cost of the Improvements, which is estimated to be one hundred ninety-eight thousand dollars (\$198,000) and may be adjusted by eleven percent (11%) for inflation. Lessor shall be responsible for bid solicitation,

selection, management, and delivery of the Improvements. The preliminary concept for the Improvements is attached to this Agreement as **Exhibit B**, which is subject to change pending revisions to the design.

8. **Maintenance.** Lessor, will, at its sole expense, keep and maintain the Leased Premises in good and sanitary condition and repair during the Lease Term and any renewal thereof, including asphalt repairs and striping the surface for parking spaces. Lessor shall keep the Leased Premises in good, neat, and clean condition, free of accumulation of garbage, snow, and ice and will not permit any waste or nuisance to occur or continue in the Leased Premises. The Lessor will maintain admin and tax responsibilities.
9. **Access.** The Lessor agrees that Lessee may enter the Leased Premises upon providing the Lessor notice to check for or perform routine maintenance or inspections required to be performed. Lessee agrees that its entry on the Leased Premises to engage in any repairs will be done at such times and in such manner as to minimize interference with the Lessor's use of the Leased Premises.
10. **Insurance.** Lessee shall, at the Lessee's sole cost and expense, provide and maintain during the Lease Term a general liability insurance policy against claims for personal injury, death, or property damage occurring in connection with the use of the Leased Premises by the Lessee or its invitees, said policy shall list the Lessor as an additional insured.
11. **Indemnification.** As allowed by law, Lessee agrees to indemnify and save harmless the Lessor from and against all liability, damage, penalties, judgments or claims of whatever nature arising from injury to person or property sustained by anyone on or about the Leased Premises and will, at its own cost and expense defend any and all suits or actions (just or unjust) which may be brought against the Lessor or in which the Lessor may be impleaded with others upon such above-mentioned matter, claim, or claims. This indemnity and hold harmless provision will include indemnity against all costs, expenses, and liabilities incurred in or in connection with any such claims or proceedings brought thereon in the defense thereof.
12. **Notice.** For purposes of this Agreement, any notices that are required to be given by the terms hereof shall be given by mail, certified with a return receipt requested, sent to the following addresses:

Lessee: City of West Fargo
 Attn: City Administrator
 800 4th Ave. E
 West Fargo, ND 58078

Lessor: Olson Family Properties, LLC
 321 Sheyenne Street
 West Fargo, ND 58078

13. **Merger Clause.** This Agreement constitutes the entire agreement by and between the Parties, any other prior representations or agreements are deemed merged herein, and those not specified herein do not represent any agreements, promises, covenants, or representations on the part of either Party hereto.

14. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.
15. **Severability.** Each provision, section, sentence, clause, phrase, and word of this Agreement is intended to be severable. If any provision, section, sentence, clause phrase, and word hereof is held by a court with jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
16. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.
17. **Governing Law.** This Agreement shall be controlled by the laws of the State of North Dakota, and any action brought as a result of any claim, demand, or cause of action arising under the terms of this Agreement shall be brought in an appropriate venue in the State of North Dakota.
18. **No Forbearance.** The failure or delay of any party to insist on the performance of any of the terms of this Agreement, or the waiver of any breach of any of the terms of this Agreement, will not be construed as a waiver of those terms, and those terms will continue and remain in full force and effect as if no forbearance or waiver had occurred and will not affect the validity of this Agreement, or the right to enforce each and every term of this Agreement.
19. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the Parties' successors and assigns.
20. **Representation.** The Parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other Parties.
21. **Recording.** This Agreement may be recorded with the Cass County Recorder's office. The City will pay for any costs associated with recording this Agreement.
22. **Electronic Signatures.** The Parties agree that the electronic signature to this agreement shall be as valid as an original signature of the Lessor and Lessee and shall be effective to bind the signatories to this agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or an electronic acknowledgment which provides the signatory the ability to validate and affix a digital signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf"), DocuSign, or other replicating image attached to an electronic mail or internet message.

(Signatures appear on the following page.)

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date first written above.

LESSEE/CITY:

City of West Fargo, North Dakota

Bernie Dardis, President of the Board
of City Commissioners

Tina Fisk, City Administrator

LESSOR:

Olson Family Properties, LLC

By: _____

Its: _____

Exhibit A – Map of Leased Premises

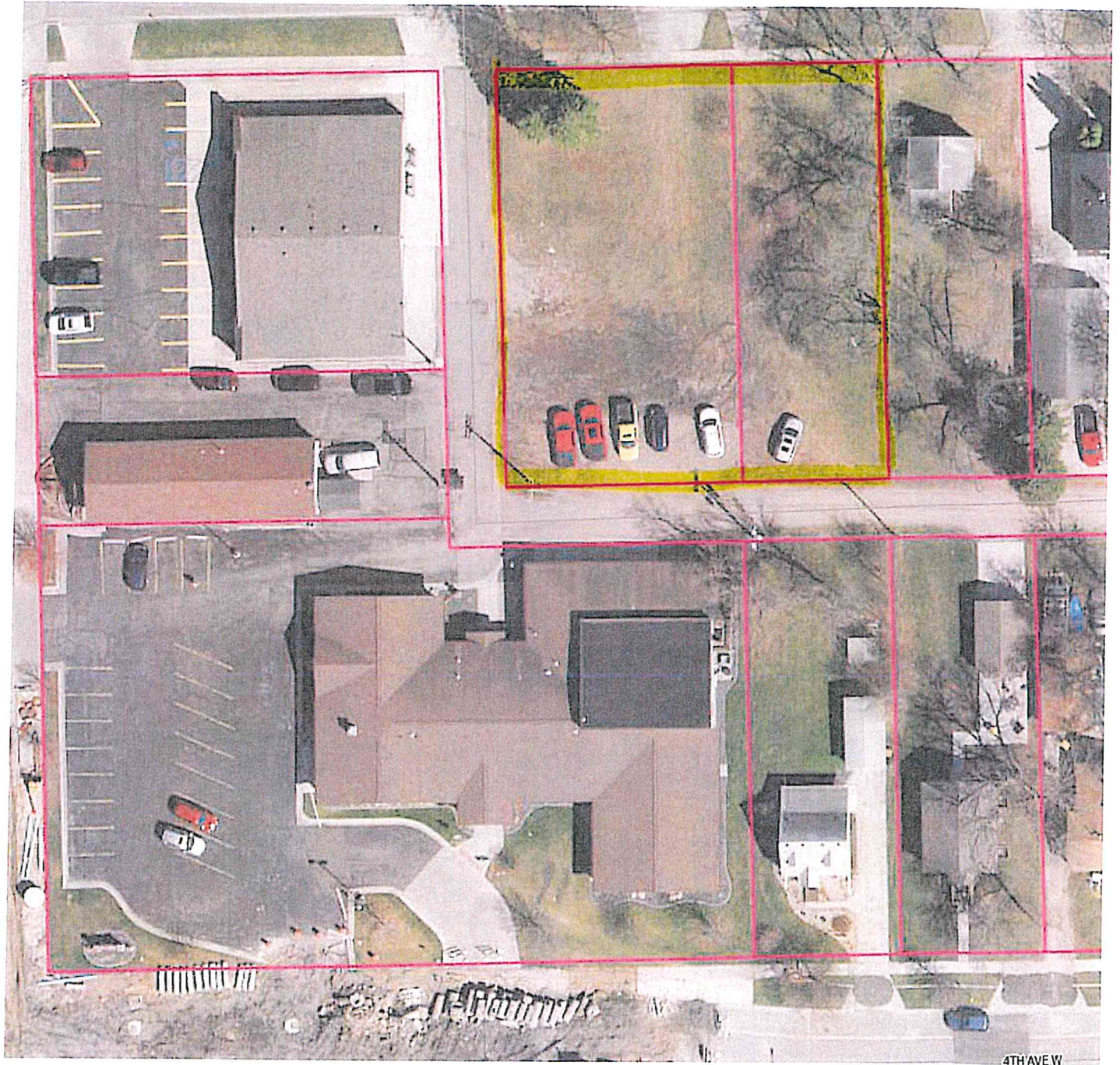
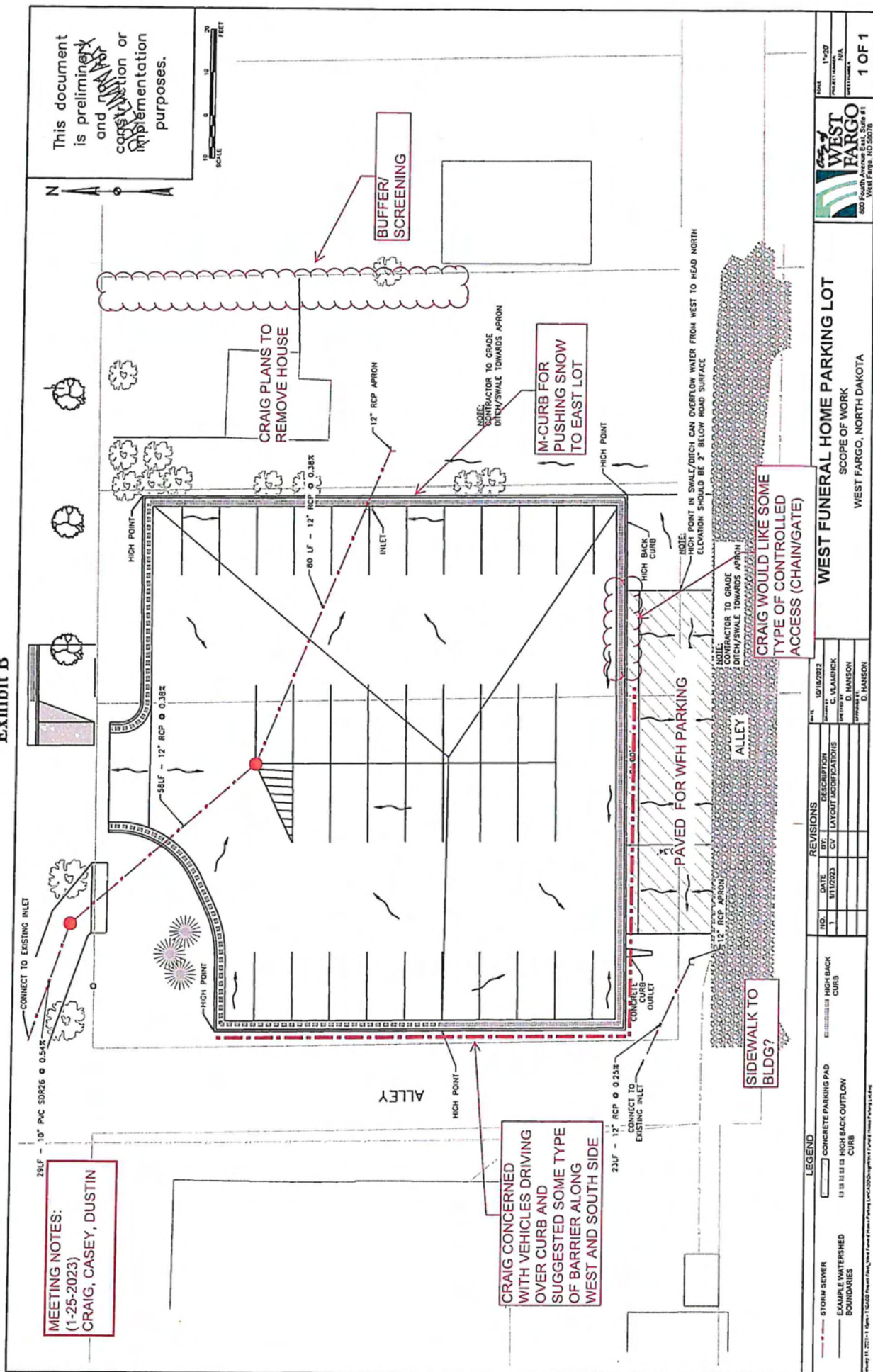


Exhibit B





To: West Fargo City Commission

From: Ec. Development Manager Casey Sanders-Berglund

Date: July 10, 2023

Subject: Enterprise Grant for Green House Business Center

Action: Approve Enterprise Grant

Commission President

Bernie Dardis

Primary Portfolio:
Administration/Finance

Secondary Portfolio:
Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:
Street, Water and Sewer

Secondary Portfolio:
Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:
Police and Fire
Secondary Portfolio:
Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:
Sanitation
Secondary Portfolio:
Police and Fire

Commissioner

Roben Anderson

Primary Portfolio:
Planning, Zoning and Engineering
Secondary Portfolio:
Sanitation

Administration

Dustin Scott,
Assistant Administrator
Emily Hagemeister,
Executive Assistant

Summary:

The Green House Business Center is looking to re-locate to the Downtown Yards District in the Pioneer Place building. They are currently a West Fargo business and continuing to grow.

By fitting up this space they will have office space for their regular staff, conference space for the smaller events they hold, as well as a training space. The unique visitors that this type of business will continue to bring to the area will ultimately grow. As the business center hosts the leadership teams from not only our region but also throughout the state and a handful of out of state clients, they are the owners, decision makers, and leaders within those businesses that will spend the day with this team.

The team at the Greenhous Business Center understands the parking constraints that can happen during certain times or days in this area and is already planning and preparing to find additional parking solutions that are a good partnership for them. Because their clients would spend such a lengthy amount of time with them, they plan to do what they can to encourage and support other parking options to foster the more retail parking spaces for the more on the move traffic.

The Economic Development Advisory Committee approved a recommendation for approval unanimously to the City Commission.

Funding:

The funding for the lease would be funded through Economic Development Sales Tax. The fit up expense for this space will exceed \$390,000 and \$150,000 is the amount of fit up expense to request the maximum \$75,000 grant award.

Action:

Requesting approval of the Enterprise Grant for Green House Business Center for \$75,000.

STAFF REPORT

Greenhouse Business CenterCurrent Location: 3953 4th St E West Fargo, ND 58078

300 Sheyenne St, City of West Fargo, North Dakota

Applicant: Greenhouse Business Center
Owner: Patrick MetzgerStaff Contact: Economic Development
Casey Sanders

Economic Development Advisory Committee:

July 6, 2023

West Fargo Public School District:

N/A

Cass County Board of Commissioners:

N/A

Public Hearing:

N/A

City Commission:

July 10, 2023

PURPOSE:

The Greenhouse, headquartered in West Fargo, ND, is a resource hub and team of experienced business coaches, consultants, and strategic partners from around the nation that focuses on professional and personal growth for organizations, teams and individuals. Whether you're starting a business, growing, and scaling or planning for exit or succession, we're here to help your business and people grow to the next stage through meaningful and impactful business coaching, consulting and training.

The applicant is looking to relocate and expand from their current West Fargo location. The team appreciates the business community that is building in the DMU and would like to be a part of the growth journey. The enterprise grant requested is to support the fit up of a business that will activate a space that has remained vacant since the build of Pioneer Place. More importantly the nature of this business will routinely bring in new and unique visitors to the location. The clients they serve are local, regional, and in some cases across the state.

PROJECT ELIGIBILITY FOR DEVELOPMENT:

The project is located in Pioneer Place on Sheyenne in the Downtown Mixed-Use zone and meets several of the enterprise grant goals:

- Diversification of business types
- Increase exterior building facades and enhancing the area
- Encouraging redevelopment and reinvestment
- Complimentary business to the area bringing local ownership and staff that value local business partnership.
- Increase and enhance space activation on a regular basis.

DISCUSSION AND OBSERVATIONS:

- Business is looking to locate in the Pioneer Place multi-use building.
- The Green House Business Center is a growing staff team and business that offers a unique service to businesses.

The Greenhouse company is designed to grow as we help other companies and individuals grow. Every decision we make is made through the lens of our values which are Community, Greater

STAFF REPORT

Good, Authentic Humility, Grow or Die, and True Execution. These values allow us to guide the decisions we make with the focus of growing businesses and people to the next stage.

- Our core business is working with businesses and having them to our location. These businesses are bringing 5-8 high level leadership level individuals that will be visiting the area. Our focus is to grow businesses and currently we have 27 clients, two of which are in the West Fargo area. (135 to 216 decision makers / leaders within their businesses visiting this area each year)
- These teams will be coming in early morning and leaving early evening. Many of these teams look for fun and inclusive things to do as teams. The Downtown West Fargo area will benefit in a large way for these large groups being in the ecosystem.
- The space would include potentially five office spaces, a small and large conference space, a training room, as well as an area for employees, storage, and office supplies.

**PUBLIC PARTICIPATION:**

Public assistance for this project would be funded through Economic Development Sales Tax. The fit-up cost for this space is estimated to be \$390,637.75 in which the business has applied for \$75,000 (the maximum grantable total when the cost is \$150,000 or greater).

STAFF REPORT

LAND USE, ZONING, STREET PLANS, DISPLACEMENT OF RESIDENCE OR BUSINESSES:

This parcel is currently vacant. There is no displacement of residences or businesses that would take place due to the fit up of this space. The business staff will be seeking parking partnerships with businesses that have differing schedules with the intention to be proactive about staff parking and street parking options.

RECOMMENDATIONS:

The proposed development plan is located in the Downtown Mixed-Use zone located in a mixed-use property aiming to fit up this space to welcome their business clients to during their consulting sessions. As the Downtown area continues to grow and attract more commercial tenants and become a more and more vibrant part of our community The Greenhouse seeks to be a part of the growth of this area. The staff value being part of an overall community as well as the micro-business community and economics that can only happen in a connected business supportive space such as the DMU. The nature of the business conducted within The Greenhouse is unique in its offerings. Through which most clients visit their location for their multi-year consults or check-ins. This will continually bring unique visitors to this area of our community creating awareness and visibility. As this business is growing rapidly and setting specific goals they look to continue to expand while calling West Fargo their headquarters.

ECONOMIC DEVELOPMENT ADVISORY COMMITTEE RECOMMENDATION:

Economic Development Advisory Committee is reviewed this project on July 6th 2023. The discussion revolved around the ideal of getting a diverse industry base in DT Yards and that this would round out the retail level of Pioneer Place. The support for what type of fit up revolved around the goal of bringing unique clients to this area to spend the day and in most cases spend some additional team building time in the area. The committee unanimously voted to recommend this enterprise grant for approval to the City Commission.

STAFF REPORT

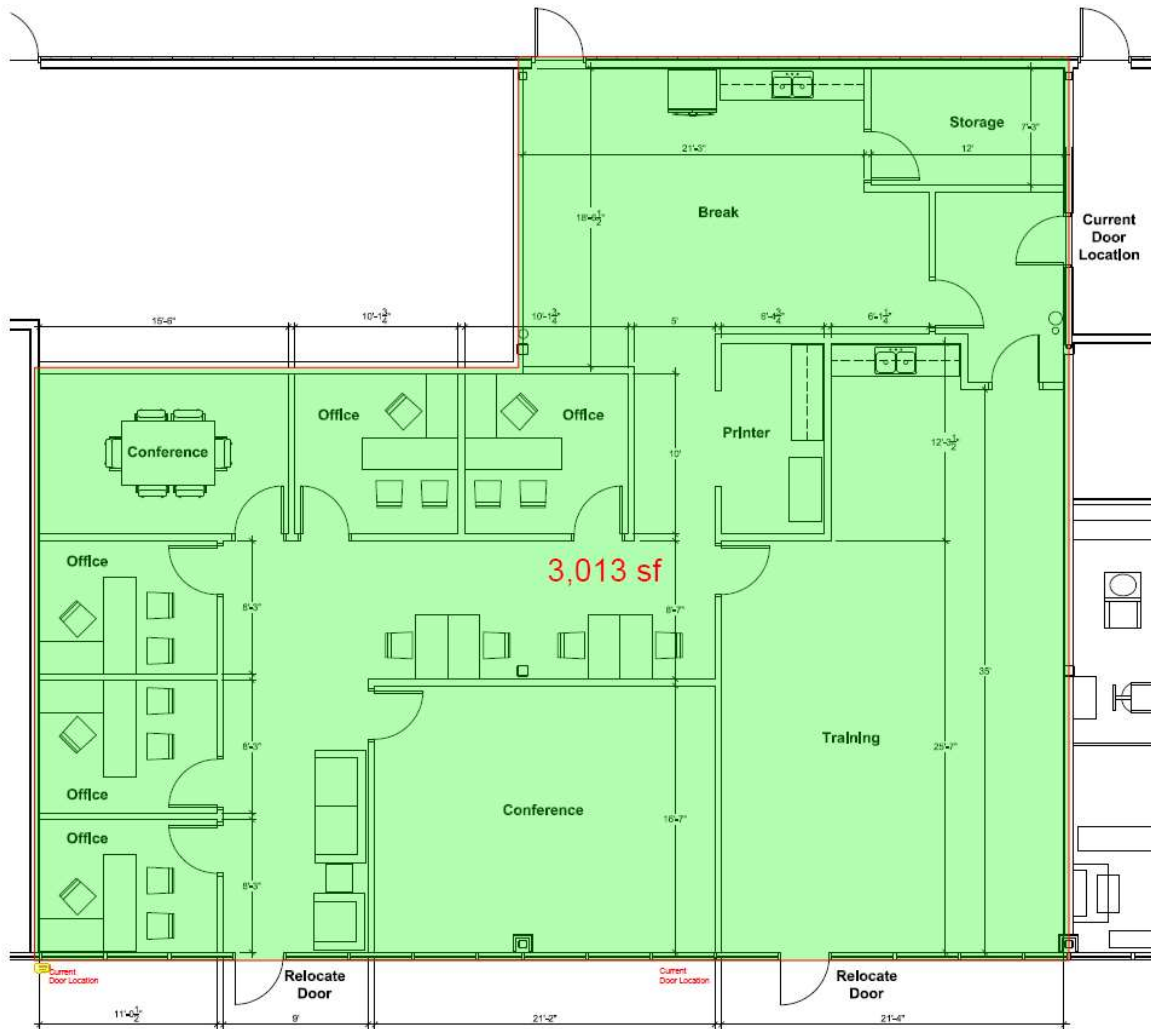
Green House
West Fargo, ND
CM - Opinion of Probable Cost



Project No.

Bid Package		Contractor	Contract
1	General Conditions	CBE, LLC	\$11,578.00
6B-1	Misc. Materials		\$5,000.00
6B-2	Misc. Labor		\$1,000.00
6D-1	Finish Carpentry		\$5,000.00
6D-2	Finish Carpentry - Materials		\$2,000.00
7B	Building Insulation		\$3,000.00
7H	Caulking & Sealants		\$1,000.00
8A	Hardware/Doors/Frames/Trim		\$3,600.00
8C	Aluminum Entrances & Windows		\$35,000.00
9A	Metal Stud Framing/Drywall		\$54,722.50
9C	Tile		\$1,700.00
9D	Acoustical Ceilings		\$15,065.00
9E	Flooring		\$28,954.00
9F	Painting and Wall Coverings		\$9,039.00
10A	Interior Signage		\$500.00
10C	Specialties		\$1,000.00
11A	Residential Appliances		\$5,000.00
12B	Custom Cabinets		\$21,091.00
12C	Window Treatments		\$5,000.00
12D-1	Countertops & Sills		\$7,500.00
21	Fire Sprinkler System		\$6,779.25
22	Plumbing		\$16,600.00
23	HVAC		\$36,156.00
26A	Electrical		\$60,260.00
Total Bid Packages			\$ 336,544.75
12.00%	Construction Management	CBE, LLC	40,385.00
Total Construction Cost			\$ 376,929.75
3.00%	Architecy/Engineering	CBE, LLC	\$ 2,400.00
	Contingency		11,308.00
TOTAL PROJECT COST			\$ 390,637.75

STAFF REPORT





To: West Fargo City Commission

From: Dustin Scott, Assistant Administrator and Pierre Freeman, Emergency Manager

Date: July 10, 2023

Subject: Property acquisitions with FEMA Hazard Mitigation Grant

Action: Authorize (4) purchase agreements

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Sanitation

Administration

Dustin Scott,

Assistant Administrator

Emily Hagemeister,

Executive Assistant

Summary and Recommendation:

In 2019, a group of neighbors living at 506, 508, 510 and 512 1st Ave NW, along the Sheyenne River, contacted the City and NDDOT with concerns that their backyards were rapidly slumping into the river channel. The NDDOT was initially involved because the area of concern is located just north of Main Ave, which was reconstructed in 2016. Over the span of a year or so, there were several meetings between the property owners and the City, NDDOT, and SE Cass WRD, including a few city commissioners, local legislators, and representatives from the Governor's office. By the end of 2020, there was a collective understanding that the best option available for the residents to seek any type of help would be through FEMA's Hazard Mitigation Grant Program, which is basically a buyout program administered at a state level (NDDDES).

The City's Emergency Manager, Pierre Freeman, began working on this grant opportunity in 2021, coordinating with state officials and all four property owners. The property owners were made aware that this program requires a "local share", to be paid by each owner with no funding from the City of West Fargo. The final grant application was submitted in the summer of 2022 and FEMA issued an award letter in January of 2023, indicating federal participation of 90% for an amount of \$1,499,015.70. The state and local shares make up the remaining 10% as follows: \$49,967.19 (3%-state) and \$116,590.11 (7%-local). All combined, the total project budget was set at \$1,665,573 (see itemized breakdown below). Again, the City of West Fargo has no financial contribution toward this program. We are only facilitating the grant process and acting as a pass through of money, which means the City makes payments and is reimbursed for all costs.

Over the past several months, Pierre has continued working the state and property owners on the property buyout procedures in accordance with HMGP requirements. This included multiple appraisals for each property to establish individual offers for a buyout. In recent weeks, final offers have been accepted by all four

property owners and everything has been approved by the state to confirm adherence to the program requirements. The next step in moving this forward is to execute Purchase Agreements with all parties. These agreements will be drafted by our city attorney's office in accordance with state and federal program requirements (a sample Purchase Agreement is attached). Once these agreements are executed, the final steps in the process include vacating the property and completing site demolition and restoration.

For historical reference, back in 2009-10 the City of West Fargo helped facilitate a residential buyout, located at 418 Francis Street, through this same program. Some years ago, this property was converted into an apple orchid that is maintained by our Forestry staff and available to the public. Though this program has strict limitations on use, things like an apple orchid could be implemented on these properties sometime in the future.

Staff Recommendation: Authorize the execution of four (4) Purchase Agreements for acquiring residential properties under FEMA's Hazard Mitigation Grant Program.

Breakdown of total project budget:

	Item	Estimated Cost	Actual Cost
1	Property 506 Purchase Price	\$ 394,030.00*	353,750.00***
2	Property 508 Purchase Price	\$ 380,900.00*	366,500.00***
3	Property 510 Purchase Price	\$ 242,320.00*	263,000.00***
4	Property 512 Purchase Price	\$ 290,810.00*	282,833.33***
5	Site Restoration	\$ 32,000.00	TBD
6	Two appraisals per property	\$ 14,000.00	5,700.00**
7	Asbestos Surveys	\$ 5,000.00	TBD
8	Asbestos Abatement	\$ 80,0000.00	TBD
9	Abstract update	\$ 7,200.00	TBD
10	5% Contingency	\$ 79,313.00	TBD
11	Demolition	\$ 140,000.00	TBD
	Total	\$ 1,665,573.00	5,700.00

* Valuation was based on 30% above West Fargo assessed values for the purposes of the grant.

** All appraisals paid individually to three different appraisers. Appraisals ranged from \$650 – \$800 per property.

*** The value is the base offer and purchase price for which the 7% local share will be deducted out of this price.

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made this _____ day of _____, 2023, by _____, whose post office address is _____, West Fargo, North Dakota 58078 ("Seller"); and the City of West Fargo, a North Dakota political subdivision, whose post office address is 800 4th Avenue E, Suite 1, West Fargo, North Dakota 58078 (the "City").

RECITALS

WHEREAS, on April 1, 2020, President Donald Trump issued a major disaster declaration (FEMA-DR-4509-ND) for the State of North Dakota, which authorized Public Assistance, as well as federal monies under the Hazard Mitigation Grant Program for counties designated eligible in the Federal Emergency Management Agency (FEMA)-State Agreement; and

WHEREAS, the State of North Dakota, Department of Emergency Services (the "State") and the City entered into an agreement to administer federal financial assistance from FEMA (the "Subgrant Agreement") to acquire and demolish four properties in the City that are being impacted by erosion and land movement along the Sheyenne River, which the State has designated as Project Number 6R – West Fargo Properties Acquisition – Demolition Project (the "Project"); and

WHEREAS, the State and FEMA have approved the Project; and

WHEREAS, due to the location of the properties along the river with bank erosion and unstable ground, the property owners have voluntarily agreed to request the City to pursue FEMA funds to acquire and demolish the properties; and

WHEREAS, the City is authorized to acquire the real property necessary for purposes of completing the Project; and

WHEREAS, Seller agrees to sell the City the property described below, subject to the terms and conditions contained in this Agreement.

In consideration of the purchase price described in this Agreement, the mutual covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the parties agree as follows:

AGREEMENT

1. **The Purchase Property.** Seller agrees to sell, and the City agrees to purchase, upon the terms and conditions contained in this Agreement, the following real property in Cass County, North Dakota:

_____ to the City of West Fargo, Cass County,
North Dakota.

The property described above is the "Purchase Property."

2. **Warranty of Title.** Seller warrants that Seller is the fee simple owner of the Purchase Property; that Seller has the right to enter into this Agreement and to make the promises, covenants, and representations contained in this Agreement; that this Agreement does not violate any mortgage or other interest held by any third party regarding the Purchase Property, or any portion of the Purchase Property; that there are no outstanding unpaid bills incurred for labor, materials, or services regarding the Purchase Property, or any portion of the Purchase Property; and that, as of closing, there will be no recorded or unrecorded liens, security interests, or any outstanding, pending, or threatened suits, judgments, executions, bankruptcies, or other proceedings pending or of record that would in any manner impact title to the Purchase Property, or any portion of the Purchase Property. Seller will release, hold harmless, defend, and indemnify the City and its officers, agents, representatives, employees, and contractors from and against any and all claims, damages, injuries, or costs arising out of or in any way related to any title defects or related damages arising from title defects regarding the Purchase Property. Seller will not grant, sell, convey, or in any way encumber the Purchase Property prior to the parties' closing.

3. **Fixtures, Structures and Personal Property.** Unless otherwise agreed by the parties, any buildings, structures, fixtures, personal property, or other items left on the Purchase Property on the date of closing will automatically become the City's property, without the need for any bill of sale or any other written instrument or agreement. Furthermore, the parties specifically agree all carpeting, drapes, window hangings, the range, the refrigerator, all other appliances and fixtures (except _____

_____, which are expressly excluded from this transaction) located in the home or residence, and any outbuildings situated on the Purchase Property are included in this transaction and Seller is conveying ownership of those items to the City. Seller shall not remove any property considered a portion of the real estate (fixtures, materials or improvements), nor salvage any materials from the Purchase Property. Any such improper removal of property may change the value of the structure, and in the event of such removal by Seller, the City shall be entitled to unilaterally determine the value of such property for purposes of adjusting the purchase price and/or calculating a repayment.

Notwithstanding the above provisions of this section, Seller shall remove from the Purchase Property, at Seller's own expense and prior to closing, all vehicles, wood, construction materials, household chemicals, unused paint, debris, and other personal property.

4. **Purchase Price.** The purchase price for the Purchase Property is [REDACTED] (the "Purchase Price"). The City will pay Seller the entire Purchase Price less any amounts required to satisfy and release any mortgages, liens or encumbrances affecting the Purchase Property by check at closing. Seller specifically acknowledges the Purchase Price represents full and final payment to Seller as compensation or damages regarding the Purchase Property; any and all severance damages or other damages to any residual lands of Seller; any buildings, structures, fixtures, personal property, or other items left on the Purchase Property; or the Project. Seller is not entitled to any relocation benefits, further payments, tax reductions, or damages under any state or federal statute, constitutional provision, rule, regulation, or other legal authority.

5. **Inspections and Environmental.** Following Seller's execution of this Agreement, the City shall be entitled to conduct inspections of the Purchase Property at its own expense.

If the City determines a Phase I environmental site assessment or other assessment or investigation is necessary, then the City may conduct such studies prior to closing.

The City is not responsible for pre-existing environmental contamination or liabilities. With respect to any property with past or present commercial or industrial use, or which is adjacent to the Purchase Property, or which is suspected of having underground tanks or hazardous contaminants, Seller shall provide by separate writing information identifying what, if any, underground tanks and/or hazardous materials other than incidental demolition or household wastes have been deposited or stored on the Purchase Property. If Seller fails to provide such separate writing, or if the City's studies show the existence of such materials under this Agreement, the City shall have no obligation to acquire the Purchase Property. Seller shall remove any such hazardous materials and any containers at Seller's own expense and provide certification from the appropriate agency that the Purchase Property have been cleared of such contaminants prior to closing.

6. **Closing and Possession.** Closing will occur on or before [REDACTED], unless extended for purposes of correcting title or unless otherwise agreed by the parties. The parties agree that The Title Company will be the closing agent for this Agreement and closing will take place at The Title Company's office at 35 4th St N, Suite #102, Fargo, ND 58102. At closing, Seller will execute and deliver to the City a Warranty Deed conveying good and marketable title to the Purchase Property, free and clear of all mortgages, liens, or any other encumbrances. The parties agree to promptly execute and deliver any other instruments or documents necessary to carry out the purposes of this Agreement before, at, or following closing.

7. **Tenants.** Seller will promptly notify any of Seller's Tenants of this Agreement, of the Project, of the City's rights under this Agreement, and of the potential for disruption of any Tenant's rights regarding the Purchase Property prior to closing. Additionally, Seller will promptly provide the City with any Tenant's contact information. The City will not be liable or otherwise responsible to any of Seller's Tenants for interference with any of Tenant's rights regarding the Purchase Property.

8. **Title Examination.** Within fourteen (14) days of Seller's execution of this Agreement, Seller will furnish the City with a duly certified Abstract of Title to the Purchase Property continued to a recent date. If title to the Purchase Property, or any portion thereof, is unmarketable, Seller will cooperate with the City to clear any title defects and to render title marketable.

9. **Taxes.** With regard to the Purchase Property, Seller agrees to pay all taxes and special assessments or assessments for special improvements due, levied, or assessed for the year 2022, which are due and payable in the year 2023, and all prior years. The parties will prorate all real estate taxes and special assessments or assessments for special improvements for the year 2023 with respect to the Purchase Property as of the date of closing of this transaction.

10. **Risk of Loss.** Seller shall remain responsible for all taxes, mortgage payments, insurance premiums and bear the risk of loss up to and through the date of closing with respect to general liability, liability for personal injury, and any damage or casualty loss with respect to the Purchase Property, resulting from the use, occupancy, and maintenance of the Purchase Property.

11. **Closing Costs.** The City will be responsible for the costs of updating Abstracts, title examination fees, preparation of the Warranty Deed, preparation of this Agreement, preparation and expenses of any survey, and all costs related to title examination. Seller will be responsible for the costs of preparation of and recording expenses of all releases, satisfactions, and title corrective documents, and all costs associated with correcting title defects.

12. **Forbearance or Waiver.** The failure or delay of the City to insist on the timely performance of any of the terms of this Agreement, or the waiver of any particular breach of any of the terms of this Agreement, at any time, will not be construed as a continuing waiver of those terms or any subsequent breach, and all terms will continue and remain in full force and effect as if no forbearance or waiver had occurred.

13. **Survival.** The terms of this Agreement will survive the closing on the Purchase Property.

14. **Assignment.** Seller will not transfer or assign this Agreement or any rights or obligations under this Agreement without the express written consent of the City.

15. **Governing Law.** This Agreement will be construed and enforced in accordance with North Dakota law. The parties agree any litigation arising out of this Agreement will be venued in State District Court in Cass County, North Dakota, and the parties waive any objection to venue or personal jurisdiction.

16. **Severability.** If any court of competent jurisdiction finds any provision or part of this Agreement is invalid, illegal, or unenforceable, that portion will be deemed severed from this Agreement, and all remaining terms and provisions of this Agreement will remain binding and enforceable.

17. **Entire Agreement.** This Agreement, together with the relevant closing documents, as well as the Warranty Deed, and including any amendments to those documents, constitutes the entire agreement between the parties regarding the matters described in this Agreement, and this Agreement supersedes any previous oral or written agreements between the parties.

18. **Modifications.** Any modifications or amendments of this Agreement must be in writing and signed by both parties to this Agreement.

19. **Binding Effect.** The covenants, terms, conditions, provisions, and undertakings in this Agreement, or in any amendment, will be binding upon the parties' successors and assigns.

20. **Cooperation.** The parties agree to cooperate fully, to execute any and all additional documents, and to take any and all additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement and to accomplish the purposes of this Agreement.

21. **Representation.** The parties, having been represented by counsel or having waived the right to counsel, have carefully read and understand the contents of this Agreement, and agree they have not been influenced by any representations or statements made by any other parties.

22. **Headings.** Headings in this Agreement are for convenience only and will not be used to interpret or construe its provisions.

23. **Counterparts; Electronic Signatures.** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission, *DocuSign* or similar service, or e-mail delivery of a “.pdf” format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or “.pdf” signature page was an original thereof.

(Signatures appear on the following pages.)



"Consent" or "Regular" Agenda
Item?

[Consent]

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: July 10, 2023

Subject: Designation of Master Construction Co., Inc. as a Non-Responsible Bidder for Roadway and Underground Utility Projects

Action: Approve Resolution Declaring Master Construction Co., Inc. as a Non-Responsible Bidder for Roadway and Underground Utility Projects.

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Sanitation

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Administration/Finance

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

New Information and Recommendation:

Master Construction Co., Inc (Master) has been the Contractor on a number of projects for the City of West Fargo over the past several years and has a history of not being able to complete projects in a timely manner, some of which have either been completed over 100 days past the completion date specified in contracts or in one case, (Project 1310) the punch list was never completed.

In addition to not performing on their contracts with respect to completion dates, Master has shown a continual lack of communication. Project schedules have not been routinely updated when there has been inadequate progress as required in their contracts. An example of this is recently Engineering Staff has sent Master's project superintendent numerous emails requesting a schedule of when Master will complete punch list items on a project that was completed in July 15, 2021 and have received no response. This has been typical whether it was City Staff or our consultant reaching out. A summary of communications that were not responded to can be provided if requested.

The attached resolution summarizes challenges that we have had with Master Construction's performance on several projects.

The following documents are attached for review/consideration:

- Resolution Designating Master Construction Co., Inc. As A Non-Responsible Bidder for Roadway and Underground Utility Projects.
 - The resolution states that this designation will remain in place for 18 months from the date of the resolution.
 - This designation only prevents Master from bidding on underground utility work and roadway work (including sidewalks). It does not apply to its dry utility work such as cable, phone, fiber...etc.
 - In the exhibits of the resolution are details of several recent projects displaying issues we have had with Master.

Note: This action does not preclude Master from continuing to install utilities

Staff Recommendation: Approve Resolution designating Master Construction Co., Inc as a non-responsible bidder for roadways and underground utility projects.

Policy Analysis:

With every project that the City of West Fargo enters in to contract to have improvements constructed, there is an expectation that contractors pursue the work on the project and make efforts to complete the project by the completion dates listed in the contract and provide prompt communication.

The City of West Fargo tax payers and residents deserve projects to be completed in a timely fashion.

Previously Presented Information and Commission Actions:

None

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DESIGNATING MASTER CONSTRUCTION CO., INC.
AS A NON-RESPONSIBLE BIDDER FOR ROADWAY AND
UNDERGROUND UTILITY PROJECTS

WHEREAS, Master Construction Co., Inc., is a corporation organized under the laws of the State of North Dakota with its principal place of business in Fargo, North Dakota (“Master”); and

WHEREAS, Master operates as a general contractor providing for the installation of conduit for dry utilities, such as fiber and cable lines (“Dry Utility Work”); the construction of roadways (“Roadway Work”); and the installation of underground utilities, such as water mains and sanitary sewer and storm sewer lines (“Underground Utility Work”); and

WHEREAS, Master has most recently bid and been awarded contracts for City projects for Roadway Work and Underground Utility Work in the following districts: (1) Sewer Improvement Project No. 1310 (“Project 1310”); (2) Sewer and Water Project No. 1327 (“Project 1327”); and (3) Sidewalk District No. 6056 (“Project 6056,” collectively with Project 1310 and Project 1327, the “Projects”); and

WHEREAS, Master’s performance for each of the Projects has been deficient in numerous ways, which are set forth in Exhibit A for Project 1310, in Exhibit B for Project 1327, and in Exhibit C for Project 6056; and

WHEREAS, in addition to the items described in Exhibits A, B, and C, City staff has received several requests from subcontractors on the Projects to obtain contact information for Master’s bonding companies due a lack of prompt payment by Master; and

WHEREAS, in accordance with N.D.C.C. § 48-01.2-07, when evaluating and selecting bids for contracts, the City must evaluate not only the amount of the bid but also additional factors pertaining to the specific bidder to determine whether a bidder is a responsible bidder; and

WHEREAS, those factors, pursuant to N.D.C.C. § 48-01.2-01(19), include such items as past experience, financial condition, past work with the governing body, and other pertinent attributes that may be identified in the advertisement for bids; and

WHEREAS, additionally, the North Dakota Attorney General has indicated that a city must consider the ability, skill, reputation, integrity, experience, efficiency, and capacity of bidders and determine which bidder is most appropriate for the particular work under consideration; and

WHEREAS, when evaluating the above-provided considerations, the City believes that Master’s shortcomings and failures on the Projects have made Master a bidder who is not responsible for Roadway Work or for Underground Utility Work projects.

NOW, THEREFORE, be it resolved that the City adopts the explanations set forth in Exhibit A, Exhibit B, and Exhibit C as evidence of Master's performance for Project 1310, Project 1327, and Project 6056, respectively.

NOW, THEREFORE, be it further resolved that the City finds Master as a non-responsible bidder for Roadway Work and Underground Utility Work after considering the factors set forth in N.D.C.C. § 48-01.2-01(19) and by the North Dakota Attorney General:

1. The City has had negative past work experiences and significant challenges with Master due to its untimely and inadequate performance on the Projects. This experience has been detrimental to the City and has unnecessarily expended City resources. Additionally, the City has experienced negative past performance from Master in terms of Master remitting payment to subcontractors on the Projects, who have requested contact information for Master's bonding companies due to a lack of prompt payment. It is critical that contractors doing business for the City be paid promptly or it otherwise reflects poorly on the City. This has created a negative reputation for Master in the community.
2. Master's deficient performances on the Projects have also provided insight on its ability, skill, integrity, efficiency, and capacity to perform Roadway Work and Underground Utility Work for the City. Master has not started or completed the Projects on time, it still has outstanding work to complete on Project 1310 and Project 1327, it has failed to provide any explanation for its persistent untimely performance, it has been unresponsive to the City, and its lack of performance has negatively impacted other City businesses. After a failure to perform on three (3) separate City projects, the City does not believe that Master can be trusted to deliver services on time or adequately.

NOW, THEREFORE, be it further resolved that Master's designation as a non-responsible bidder will sunset eighteen (18) months from the date of this resolution. In the event Master submits a bid prior to the sunset date for Roadway Work or Underground Utility Work, the City will not consider Master's bid. Following the sunset date, Master is allowed to again bid on City projects for Roadway Work and Underground Utility Work. The City, however, will engage in its statutory responsibility to determine whether Master is the lowest responsible bidder for such projects.

NOW, THEREFORE, be it further resolved that Master's designation as a non-responsible bidder does not apply to its Dry Utility Work, and Master may continue to submit bids for such City projects.

(Signatures appear on the following page.)

Dated: July 10, 2023.

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote, the following Commissioners voted aye: _____. The following Commissioners voted nay: _____. The following Commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.

Exhibit A**Master's Deficient Performance for Project 1310**

Project 1310 had a bid opening in March 2018, and the City and Master entered into a contract for the work on May 22, 2018. The contract initially set substantial completion for September 15, 2018, which was extended to November 29, 2018, per Change Order No. 1. Master failed to complete its work by the substantial completion date, and in late 2020, the City sent a letter to Master detailing Master's failure to complete the project. In response to the letter, Master completed the work, but the City and Master entered into a settlement agreement that applied \$192,000 in liquidated damages due to Master's untimeliness. The final pay application was not signed until July 15, 2021, thirty-three (33) months after the original completion date. In August 2021, the City performed the one-year correction period inspection on Master's work and detailed that the following items were identified as defective work:

- (1) The air valve in Maintenance Manhole 27-11 appeared to be leaking.
- (2) The hatch for Maintenance Manhole 27-8 would not close.
- (3) All of the trees that were replanted in the spring of 2021 along I-94 had died and needed to be replaced.
- (4) There appeared to be settlement in the vicinity of 48+10, which would require additional fill material.
- (5) Areas on the backside of the I-94 berm had washed out and required additional fill material.
- (6) The bike path on the north side of 13th Avenue was damaged in the fall of 2018 and needed to be replaced.

As of the date of this resolution, Master still has yet to complete items (1), (3), (4), and (5) of the above-provided list.

Exhibit B

Master's Deficient Performance for Project 1327

Master and the City entered into an agreement for work on Project 1327 on August 2, 2021. Master failed to start work on Project 1327 during the 2022 construction season until after the contractual completion date, with no written correspondence from its office of the delay or the reasoning for it. The City's consultant made numerous requests for a written revised schedule, but many of the requests went without a response.

Master's failure to timely pursue work on Project 1327 impacted other City businesses, particularly Busch Agricultural Resources ("Busch"). Busch was left in a position of only having one (1) entrance available for semitrucks delivering harvest goods because its other two (2) entrances were removed by Master and untimely reinstalled by several weeks. This caused extreme hardship to the plant's operations and severely impacted traffic of the overall area.

When Master eventually made a request under the contract terms for a time extension, the City determined that the request lacked significant substance and was received long past contractual time requirements, so it was subsequently denied. Project 1327 was not considered substantially complete until November 9, 2022, one hundred thirty-one (131) days after final completion was required. Master still has yet to finalize several punch list items and others still require verification. Reasonable adherence to contract times and schedule was critical for Project 1327 because it utilized North Dakota Drinking Water State Revolving Funds.

Exhibit C**Master's Deficient Performance for Project 6056**

Master Construction did not complete Project 6056 in accordance with the contract's completion dates. Project 6056 had a substantial completion date of September 17, 2021, but Master did not complete the sidewalks and/or paths until November 3, 2021, resulting in forty-eight (48) days of liquidated damages. These liquidated damages totaled \$48,000. The final completion date for Project 6056 was October 22, 2021, but Master did not complete all work until December 17, 2021, an additional forty-four (44) days of liquidated damages. These liquidated damages totaled \$22,000, resulting in a total of \$70,000 in overall liquidated damages being withheld from final payment.

The City's consultant overseeing Project 6056 provided a final pay application to Master on February 3, 2022, but Master did not sign it until July 6, 2022, more than six (6) months following completion of the work, with no explanation for the delay. This unexplained delay is contrary to the contract's stipulation that time is of the essence.



“Consent” or “Regular” Agenda
Item?
[Regular]

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: July 10, 2023

Subject: Sandhills 6th Addition

Action: Create Improvement District No. 1345, Approve Engineers Report, Direct Engineer to prepare both a Task Order for “Basic Services” along with Plans and Specifications; and Approve Resolution of Necessity.

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

New Information and Recommendation:

In May the Commission accepted petitions for development from two separate developers and authorized preliminary engineering to begin. This has resulted in the attached engineer’s report for the development of the Sandhills 6th Addition.

This project will create the infrastructure to service the proposed area with roadways and utilities to support the development. By constructing the proposed improvements, there are two properties that are receiving benefit that are not owned by the developers. Due to this, even though it is not required, we are recommending approving a Resolution of Necessity to give those two property owners the ability to have a public hearing and protest if they feel it necessary.

The following documents are attached for review/consideration:

- Engineer’s Report
- Project Improvements Exhibit
- Improvement District Map
- Benefit Methodology Map
- Associated Resolutions

Staff Recommendation: Create Improvement District No. 1345, Approve Engineer’s Report; Direct Engineer to prepare both a Task Order for “Basic Services” along with Plans and Specifications; and Approve Resolution of Necessity.

Financial Analysis:

All costs associated with this project are intended to be specially assessed to the benefitting properties.

Previously Presented Information and Commission Actions:

May 1, 2023 –

- **Staff Recommendation:** Accept Petitions for Improvements and Preliminary Work Agreements from both developers; and Authorize preliminary engineering.
- **Commission Action:** Commissioner Simmons moved and Commissioner Olson seconded to approve. No opposition, motion carried.

Engineer's Report

(Pursuant to N.D.C.C. 40-22-10)

Improvement District No. 1345

New Water Supply, Sewerage, Street Systems and Incidentals

Sandhills 6th Addition

General Nature (Scope)

This project will support the development of land located west of 26th St NW between 4th Avenue N and Interstate I-94 that is currently being platted as Sandhills 6th Addition, Sandhills 7th Addition as well as two adjacent parcels. Work will include New Water Supply, Sewerage, Street Systems and Incidentals located within the proposed Sandhills 6th Addition subdivision.

A Feasibility Study has been completed to show the infrastructure improvements for the development to be installed. Attached from that report are maps showing the proposed project location, Improvement District and utilities to be constructed.

Purpose

The developers, Ocho Indy, LLC and Ryan Restad, have expressed that they have companies interested in building in the proposed development and this project along with the proposed platting of the two Additions will provide additional commercial properties for development. This project will provide city services to 47.47 acres of properties within the Sandhills 6th Addition plat and the 2.71 acres of property within the Sandhills 7th Addition plat to include water and sewer mains, storm sewer and streets to be installed to West Fargo Standards and Specifications.

Additionally there are two properties adjacent to these plats and this project that will benefit from the proposed improvements as it will provide new streets and utilities to service their properties.

Feasibility

Existing infrastructure in the area is currently established to allow connections and extending of utilities to service the project area as shown in the Feasibility Study. The project is consistent with the City of West Fargo Comprehensive Plan. The project is constructible and funding would be accomplished via the special assessment process.

Estimate of Probable Cost

Construction		\$ 4,621,850
Contingency (~15%)	\$ 693,150	
Construction Total		\$ 5,315,000
Consultant (Design/Construction, Study & Report, Additional Services, Permitting)		\$775,000
Land Acquisition		\$ 750,000
Legal & Administration (~5%)		\$ 265,500
Bonding/Interest (~4%)		\$ 254,500
Total Estimated Cost		\$ 7,360,000

Source of Funds

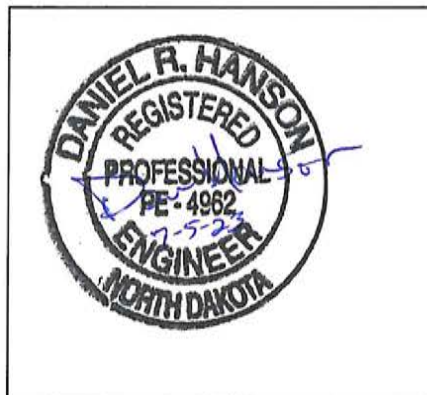
Special Assessments	\$ 7,360,000
City Funds	\$ 0
Total	\$ 7,360,000

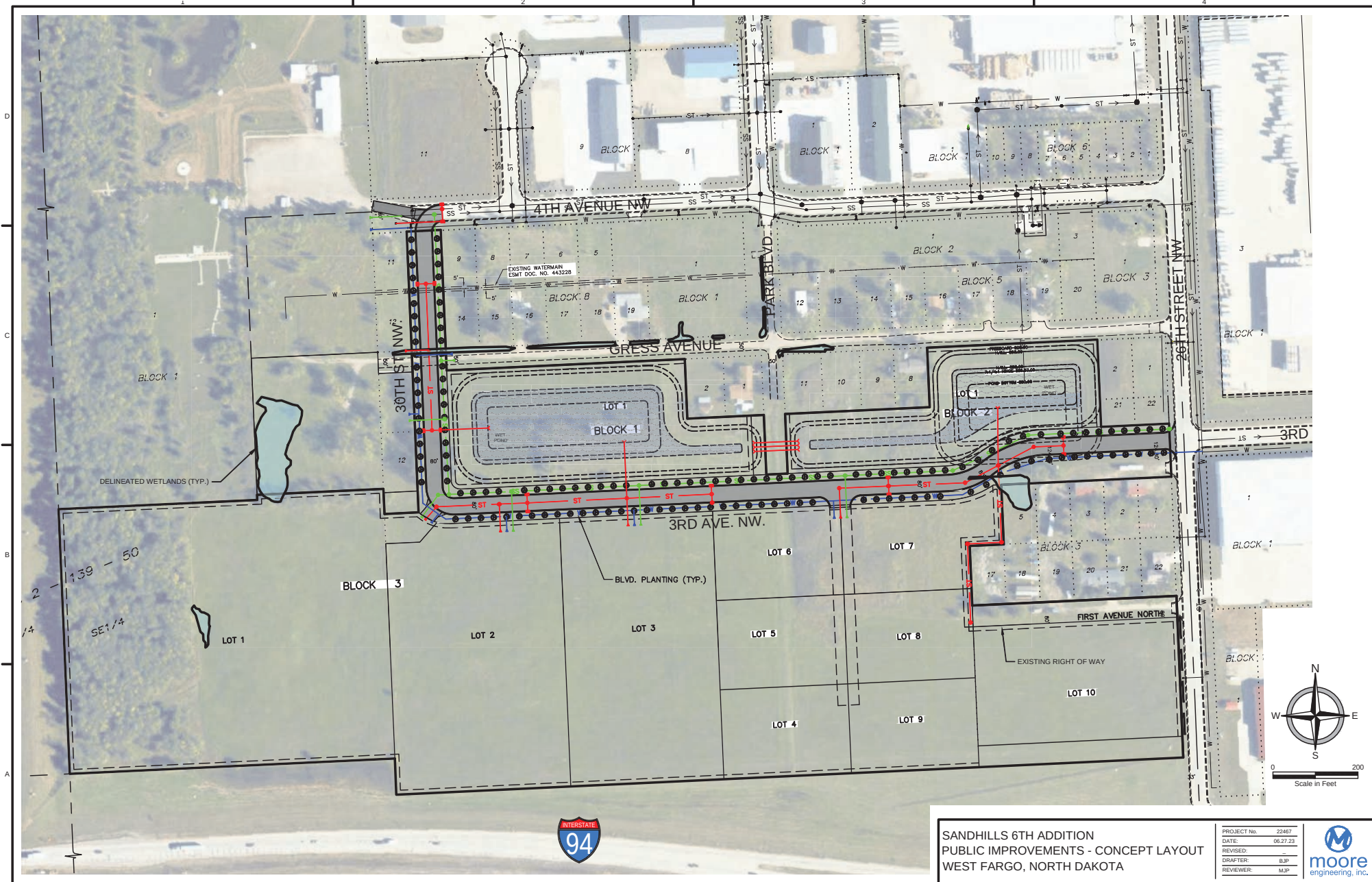
Supporting Documents (available upon request)

- A. Consultant's Feasibility Study
 - a. Itemized Estimate of Probable Cost
 - b. Maps, Drawings, Etc.
 - c. Petitions for Improvements
 - d. Preliminary Plats of Sandhills 6th and 7th Additions
 - e. Preliminary Special Assessment Allocations

The proposed improvements are cost effective and will adhere to city policies as well as applicable state and/or federal regulations.


Daniel R. Hanson, P.E.
ND Registration No. 4962





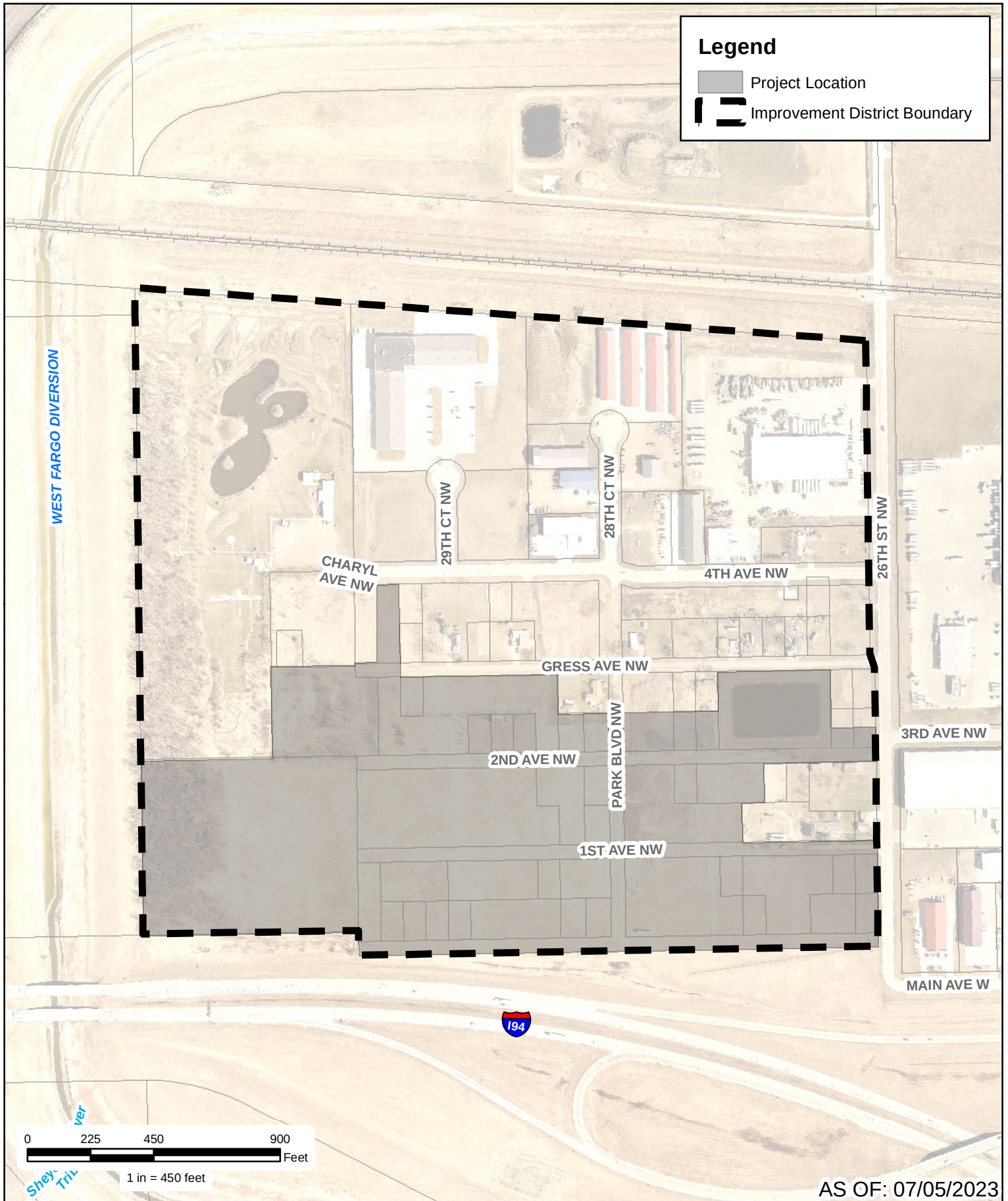
SANDHILLS 6TH ADDITION
PUBLIC IMPROVEMENTS - CONCEPT LAYOUT
WEST FARGO, NORTH DAKOTA

PROJECT No. 22467
DATE: 06.27.23
REVISED:
DRAFTER: B.J.P.
REVIEWER: M.J.P.



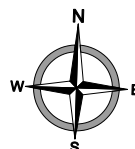
Legend

-  Project Location
-  Improvement District Boundary



IMPROVEMENT DISTRICT MAP WATER, SEWER, STORM & STREET IMPROVEMENT DISTRICT NO. 1345 SANDHILLS 6TH ADDITION WEST FARGO, NORTH DAKOTA

Created By: TJS Date Created: 06/12/23 Date Saved: 07/05/23 Date Plotted: NEVER Date Exported: 07/05/23
Plotted By: Tanner Schmidt Parcel Date: N/A Aerial Image: 2020 FM Metro Elevation Data: Lidar
Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
T:\Projects\22400\22467\22467_1345_ImprovementDistrictMap.mxd



moore
engineering, inc.

BENEFIT METHODOLOGY MAP

IMPROVEMENT STATUS: ENGINEER'S REPORT
DATE: 06/27/2023

8TH AVE NW

WEST FARGO DIVERSION

29TH CT NW

28TH CT NW

4TH AVE NW

26TH ST NW

GRESS AVE NW

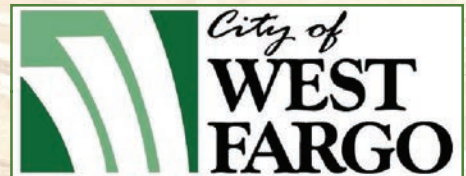
2ND AVE NW

PARK BLVD NW

1ST AVE NW

3RD AVE NW

MAIN AVE W



Legend

Project Location

Improvement District boundary

Benefiting Areas

Local Benefit

No Assessments

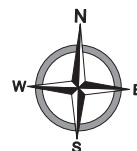
DRAFT

0 250 500 1,000
Feet

1 in = 500 feet

BENEFIT METHODOLOGY MAP
WATER, SEWER, STORM & STREET IMPROVEMENT DISTRICT NO. 1345
SANDHILLS 6TH ADDITION
WEST FARGO, NORTH DAKOTA

Created By: TJS Date Created: 05/25/23 Date Saved: 06/27/23 Date Plotted: NEVER Date Exported: 06/27/23
Plotted By: Tanner.Schmidt Parcel Date: 02/15/22 Aerial Image: 2020 FM Metro Elevation Data: Lidar
Horizontal Datum: NAD 1983 StatePlane North Dakota South FIPS 3302 Feet Vertical Datum: NAVD1988
T:\Projects\22400\22467\22467A_1345_BenefitMethodologyMap.mxd



Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING IMPROVEMENT DISTRICT NO. 1345 – NEW WATER
SUPPLY, SEWERAGE, STREET SYSTEMS; AND INCIDENTALS OF THE CITY OF
WEST FARGO, NORTH DAKOTA

WHEREAS, Daniel Hanson, a Registered Professional Engineer, is the Engineer for the City of West Fargo, and the Board of City Commissioners has consulted with him relating to the establishment, size and form and other matters with regard to Improvement District No. 1345 - New Water Supply, Sewerage, Street Systems; and Incidentals of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish such an Improvement District within the City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Improvement District No. 1345– New Water Supply, Sewerage, Street Systems; and Incidentals of the City of West Fargo, North Dakota, the boundaries of which shall be as shown on the attached map.

Dated: July 10, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

Deputy City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____
_____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____.

The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER TO PREPARE REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of water main, sanitary sewer, storm sewer, streets, lot services, and other essential infrastructure necessary to service the properties in connection with the above specified improvements, be constructed and made in Project No. 1345 – New Water Supply, Sewerage, Street Systems; and Incidentals of the City of West Fargo, the City hereby directs Daniel Hanson, the Engineer for the City of West Fargo and being a competent engineer, to prepare a report as to the general nature, purpose and feasibility of the proposed project and an estimate of the probable cost of the work.

Dated: July 10, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

Deputy City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING ENGINEER'S REPORT

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota, that the report of the Engineer for the City of West Fargo as to the general nature, purpose and feasibility along with an estimate of the probable cost of the work has been filed with this Board and that the same is hereby approved for Improvement District 1345 – New Water Supply, Sewerage, Street Systems, and Incidentals.

Dated: July 10, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

Deputy City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DIRECTING ENGINEER
TO PREPARE PLANS AND SPECIFICATIONS

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, deeming it necessary to make certain improvements consisting of water main, sanitary sewer, storm sewer, streets, lot services, and other essential infrastructure necessary to service the properties in connection with the above specified improvements, be constructed and made in Improvement District No. 1345 – New Water Supply, Sewerage, Street Systems, and Incidentals of the City of West Fargo, the City hereby directs Daniel Hanson, the Engineer for the City of West Fargo and being a competent engineer, to prepare plans and specifications for such work.

Dated: July 10, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

Deputy City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. Upon roll call vote being taken thereon, the following commissioners voted in favor thereof: _____. The following commissioners were absent and not voting: _____. The following commissioners voted nay: _____. The majority having voted aye, the motion was carried and the resolution was duly adopted.

"""" Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION DECLARING WORK NECESSARY

BE IT RESOLVED by the Board of City Commissioners of the City of West Fargo, North Dakota that it is hereby found and declared that it is necessary to construct an improvement for Improvement District No. 1345 – New Water Supply, Sewerage, Street Systems; and Incidentals consisting of water main, sanitary sewer, storm sewer, streets, lot services, and other essential infrastructure necessary to service the properties in connection with the above specified improvements, in accordance with and as described in the resolution creating said district, and the Engineer's Report which has been prepared by the Engineer for the City of West Fargo and approved by this commission which resolution and Engineer's Report together with an estimate of the probable cost of the work, are now on file in the office of the City Auditor and are open to public inspection.

BE IT FURTHER RESOLVED that a portion of the cost of said improvement be specially assessed against the benefited property in said improvement district in amounts proportionate to and not exceeding the benefits to be derived by them respectively from said improvement.

BE IT FURTHER RESOLVED that the owners of the property liable to be specially assessed for said improvements may file written protests against the said improvements within thirty (30) days after first publication of this resolution, and this Board shall at its next meeting after the expiration of said period, to-wit: On the 21st day of August, at 5:30 p.m meet at the City Commission Chamber in City Hall , 800 fourth Avenue East, West Fargo, for the purpose of hearing and determining the sufficiency of any protests so filed and of taking any such further action with respect to said improvements as may then deemed necessary and expedient.

BE IT FURTHER RESOLVED that the City Auditor is hereby authorized and directed to cause this resolution, including a map of the improvements directed, to be published one each

week for two consecutive weeks in The Foun, the official newspaper of the City of West Fargo, North Dakota.

Dated: July 10, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

Deputy City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____
_____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.



"Consent" or "Regular" Agenda
Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: July 10, 2023

Subject: Manhole Rehabilitation Project

Action: Create Project No. 1347 and Award Contract.

New Information and Recommendation:

In an effort to reduce inflow and infiltration (I/I), Public Works is looking to hire a contractor to reline approximately 44 aging manholes. This process will enhance the structural integrity of these manholes as well as to ensure that they are water tight and reduce I/I on the system resulting in less sewage being pumped to Fargo.

Four contractors were solicited for quotations for this work and we received three proposals back that are as follows:

- | | |
|---|-----------|
| 1. Key Contracting | \$150,732 |
| 2. CC Steel, LLC | \$156,565 |
| 3. Innovative High Performance Coatings | \$202,950 |
| 4. Hiperline | No Bid |

Key Contracting was the lowest bidder, however their warrantee on the performance of their product is for a period of two years where CC Steel warrantees their product's performance for 10 years. Taking in to account the bid amounts AND the warrantee periods offered, there is better value in the quote from CC Steel.

The following documents are attached for review/consideration:

- CC Steel, LLC Quote with detailed estimated cost of work
- Associated Resolutions

Staff Recommendation: Create Project No. 1347, and award contract to CC Steel in the amount of \$150,732

Policy Analysis: West Fargo Public Works plans to annually make improvements to the aging sanitary sewer system to reduce the amount of I/I in our system.

Financial Analysis:

This project was included in the approved 2022 CIP as a \$200,000 project. The funding source for this work is anticipated to be Capital Improvement Sales Tax and no assessments are anticipated for this project.

Previously Presented Information and Commission Actions:

None



1841 43rd Street N, Unit B
Fargo, ND 58102

218-234-9098 | bill@ccsteel.com

COATINGS PROPOSAL

SUMMARY

PREPARED FOR: Dane Pranke

DATE: June 8, 2023

PROJECT:

West Fargo Manhole Rehad 2023
West Fargo, ND

PROPOSAL SUBMITTED BY:

CC Steel, LLC
Bill Jordan
218-234-9098 | bill@ccsteel.com

TOTAL BID: \$156,565.00

SCOPE OF WORK

Proposal – Labor and Materials

This proposal is based on site obseration made by Bill Jordan of CC Steel. CC Steel will rehabilitate 37 precast sanitary manholes and 8 block sanitary manholes. This proposal includes all materials and labor to prepare interior of manholes totaling 397 vertical feet of manhole coating to manufacturers specifications. The City to provide and install chimney seals.

Addendas Acknowledged

NA

Inclusions

- Substrate preparation
- 125mils mimium of Tnenemec epoxytect 456

Exclusions

- City / Project Owner to provide necessary water supply to complete installation.
- Lighting necessary to provide crew visibility during installation.
- Any excavation and/or disposal of excavated materials
- Any damage to underground utilities or mechanical and electrical ductwork/conduits including structural or cosmetic damage as a result of the installation processs
- Purchase, placement, and compaction of fill soils
- Traffic Control
- Bonding (*if required add 2% to contract value*)
- Additional insurance beyond standard coverage

- Prevailing wages

CC Steel provides notice that all labor will be self-performed and that no items will be subcontracted. CC Steel has not and does not intend to pursue MBE/WBE/DBE solicitations. Insurance Certificate and W-9 to follow upon acceptance.

INSTALLATION

Tnemec

- Wash and/or sandblast area with 5000 PSI water blaster to ensure substrate is in clean, sound condition.
 - Rehab concrete as is necessary. Two gallons of chemical grout are included for each structure to control water infiltration. Additional use of foam stop or chemical grout to control water infiltration may be an additional cost.
 - Crews will be using proper protective clothing as well as respirators to limit exposure.
 - Spark test to ensure no pinholes or imperfections in the coating exist. Fix any pinholes or imperfections following the manufacturers standards and in line with standard operations.
-

QUALIFICATIONS

Tnemec

- Crews on site will be led by trained and certified Tnemec installers only. Product has highly specific application techniques that must be always adhered to.
- CC Steel will mobilize a dedicated truck/trailer capable of spraying Tnemec brand products.

Other Qualifications

- The project owner representative is responsible for providing proper access for CC Steel's installation equipment, and as much equipment as possible should be removed from the vaults prior to CC Steel arrival onsite. CC Steel will tape off any equipment left in the vaults but cannot guarantee it will be protected from any over-spray
- This proposal includes one mobilization to the work site. Additional mobilizations will be billed at \$1,000 per trip.
- It is the responsibility of the project owner to coordinate and schedule all required inspections.

Terms and Conditions

- Payment Net 30 days upon completion of work described herein
 - All Past Due Amounts are subject to 1.5% Finance Charge per month
 - No retainage without written exception
-

ACCEPTED BY:

The signature below indicates agreement to and acceptance of the Pricing, Terms, and Conditions listed in this Agreement and CC Steel is authorized to proceed.

Bill Jordan
Division Manager | CC Steel, LLC
Date: June 8, 2023

City of West Fargo

Date:

JOB INFORMATION

This section must be completed upon proposal acceptance.

ON SITE CONTACT: _____

PHONE NUMBER: _____

EMAIL: _____

WATER SOURCE INFORMATION: _____

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION CREATING PROJECT NO. 1347 –MANHOLE REHABILITATION
AND INCIDENTALS OF THE CITY OF WEST FARGO, NORTH DAKOTA

WHEREAS, Daniel Hanson, a Registered Professional Engineer, is the Engineer for the City of West Fargo, and the Board of City Commissioners has consulted with him relating to the establishment, size and form and other matters with regard to Project No. 1347- Manhole Rehabilitation and Incidentals of the City of West Fargo; and

WHEREAS, it is deemed necessary to establish a Manhole Rehabilitation Project within the City of West Fargo;

NOW THEREFORE, be it resolved as follows:

That there is hereby created Project No. 1347– Manhole Rehabilitation and Incidentals of the City of West Fargo, North Dakota

Dated: July 10, 2023

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote the following commissioners voted aye: _____
_____. The following commissioners voted nay: _____. The following commissioners were absent and not voting: _____.
The majority having voted aye, the motion carried and the resolution was duly adopted.

Commissioner _____ introduced the following resolution and moved its adoption:

RESOLUTION ACCEPTING CONTRACTOR'S QUOTE
AND AUTHORIZING EXECUTION OF CONTRACT

WHEREAS, three quote(s) were received relating to Project No. 1347 – Manhole Rehabilitation and Incidentals of the City of West Fargo, North Dakota; and

WHEREAS, the Engineer for the City of West Fargo has made and filed the three bids received of said work; and

WHEREAS, the Engineer for the City of West Fargo has reviewed the bids received and determined the Contractor's bid that is in the best interest of the City when considering both cost and warrantee was received from CC Steel, LLC; and

WHEREAS, it is necessary to accept the quote for the rehabilitation of manholes to be completed.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

That the City received a quote from CC Steel, LLC in the amount of \$156,565 for manhole rehabilitation.

That Daniel Hanson, Engineer for the City of West Fargo, has made and filed with the Board of City Commissioners of the City of West Fargo a careful and detailed statement of the estimated cost of said rehabilitation work in said Project No. 1347;

That the contract for the rehabilitation of said Project No. 1347 be made and the same is hereby awarded to the said CC Steel, LLC, and that the President of the Board of City Commissioners and the City Auditor are hereby authorized and directed to enter into a contract with the said contractor for the making of the improvements.

Dated: July 10, 2023.

APPROVED:

President of Board of City Commissioners

ATTEST:

City Auditor

The motion for the adoption of the foregoing resolution was duly seconded by Commissioner _____. On roll call vote, the following commissioners voted aye: _____
_____. The following commissioners voted nay: _____.
The following commissioners were absent and not voting: _____. The majority having voted aye, the motion carried and the resolution was duly adopted.



“Consent” or “Regular” Agenda
Item?
[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

**Commission
Vice President**

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: July 10, 2023

Subject: Project No. 2261 – 2023 Mill and Overlay Project

Action: Approve Task Order for “Basic Services” and Direct Engineer to prepare Plans and Specifications

New Information and Recommendation:

At the February 6, 2023 meeting a presentation was made to the City Commission to mill & overlay several neighborhoods. At that meeting, the Commission approved the Engineer’s Report, passed a Resolution of Necessity and directed the Engineer to prepare a Task Order for Basic Services.

The consultant will design, bid and administer the construction of approximately half of the work being proposed with the other half being designed, bid and administered by City Engineering staff.

This project was delayed until the 2024 construction season. The consultant has submitted the requested Task Order for Basic Services to be authorized to begin Plans and Specifications.

The following documents are attached for review/consideration:

- Task Order No. 69-2
- Exhibits showing neighborhoods to be milled and overlaid.

Staff Recommendation: Approve Task Order No. 69-2 for “Basic Services” and direct Engineer to prepare Plans and Specifications

Policy Analysis:

This project is intended to maximize the life span of the roadways in the neighborhoods. This is work that typically is planned for neighborhoods that are of approximately 15 years of age.

Financial Analysis:

Regional roadways (9th St. & 36th Ave.) along with ADA improvements within these neighborhoods are proposed to be paid 100% by City funds and not assessed. These funds are proposed to be Capital Improvement Sales Tax funds.

The local neighborhoods that are getting milled and overlaid will be assessed. A workshop with the City Commission in the near future is planned to discuss what percent of these costs will be assessed. Traditionally mill and overlay capital improvement projects have been assessed at 100% of the costs.

This project was listed on the 2022 CIP, however the current proposed project has added some neighborhoods and ADA improvements to that project. The current estimate of cost for all improvements was presented in

February at \$7,900,000 when it was originally intended to be constructed in 2023. The consultant will review the estimate and if changes are needed, the Engineer's Report may need to be amended.

Previously Presented Information and Commission Actions:

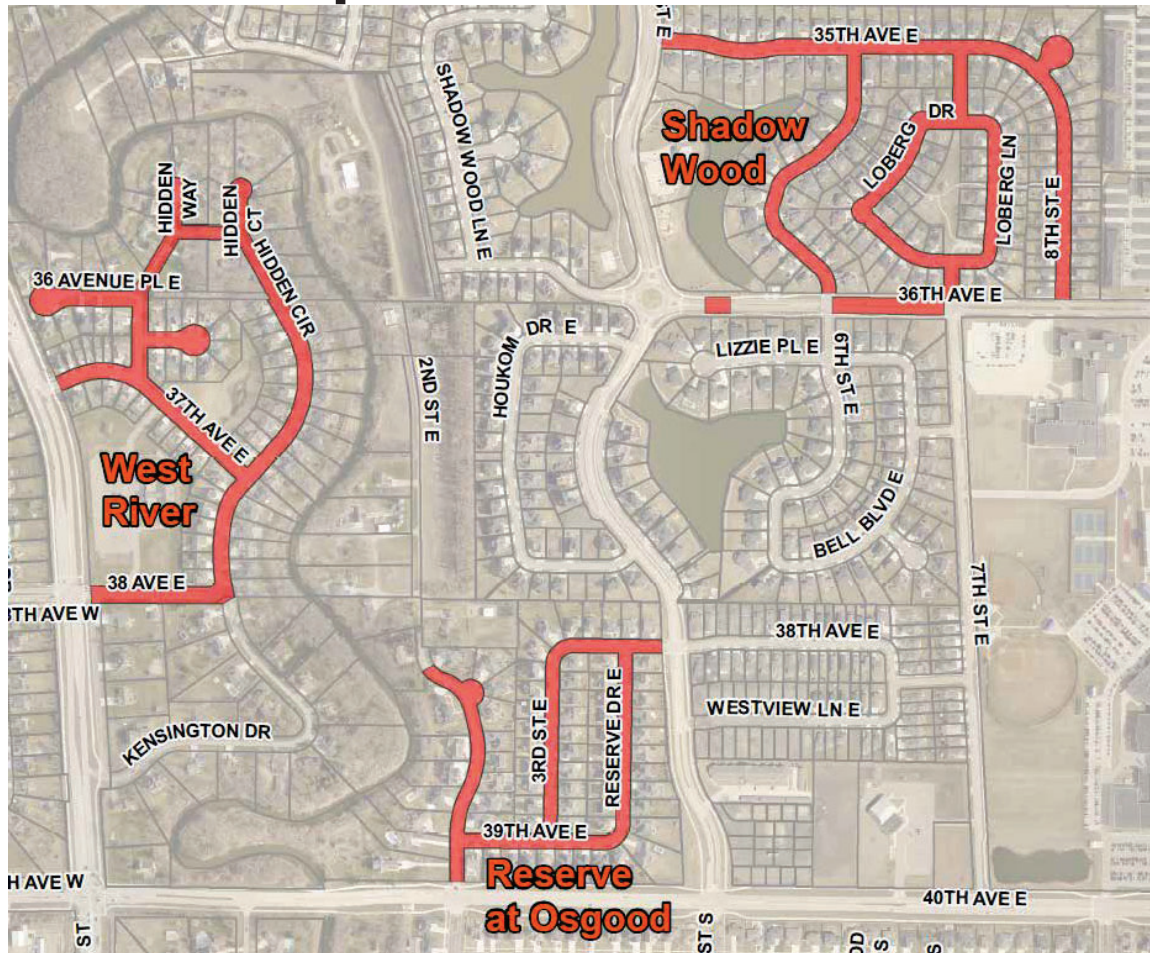
February 6, 2023-

- **Staff Recommendation:** Create Improvement District No. 2261, Approve Engineer's Report, Authorize Resolution of Necessity; and Direct Engineering to prepare a Task Order for Basic Services.
- **Commission Action:** Commissioner Anderson moved and Commissioner Olson seconded to approve, with the condition that staff look into other options to fund this project to reduce or remove special assessment. Commissioner George and Commissioner Simmons voted no. Motion carried on a 3 to 2 vote.

An aerial map of the South Pond area in Maple Ridge, BC. The map shows a network of streets, with several highlighted in red. The red streets include Claire Dr E, Katherine Dr E, Ridge Dr E, 30th Ave E, 2nd St E, 31st Ave E, 4th St E, South Pond Cte, 5th St E, 6th St E, 7th St E, 30th Tere, 29th Ave E, 26th Ave E, and Bluestem Dr. The pond is labeled 'South Pond' in orange text. Other streets shown include 1st St E, Pyle Ln E, Freedom Tere, and Sheyenne River Way. The area is labeled 'Maple Ridge' in orange text.

- 
- City of
**WEST
FARGO**

Areas Proposed to be Milled & Overlaid Cont'd



- West River
 - 1st and 2nd Additions
- Shadow Wood
 - 1st and 2nd Additions
- Reserve at Osgood
 - 1st Addition

Areas Proposed to be Milled & Overlaid Cont'd



- Westport Beach
 - 1st, 2nd, and 4th Additions
- The Wilds
 - 1st, 2nd, 4th, and 14th Additions

EXHIBIT A to MSA

Task Order for Basic Design & Construction Services

This is Task Order No. 69-2
consisting of 19 pages.

Task Order 69-2

In accordance with Paragraph 1.01 of the Agreement Between Owner and Engineer for Professional Services – Task Order Edition, dated May 1, 2018 and approved by the West Fargo City Commission on September 4, 2018 ("Agreement"), Owner and Engineer agree as follows:

1. Background Data

- a. Effective Date of Task Order: June 14, 2023
- b. Owner: City of West Fargo
- c. Engineer: Moore Engineering, Inc.
- d. Specific Project (title): Improvement District No. 2261
- e. Specific Project (description): 2024 Mill & Overlay – Phase II
Asphalt Mill and Overlay, Curb Repair; and Incidentals
- f. Project Background: The City originally requested assistance on a two-phase asphalt mill and overlay project. Phase I is west of the Sheyenne River and Phase II is east of the Sheyenne River and was to be designed by MEI. The Phase I project locations include Westport Beach 1st, 2nd, and 4th Additions; and The Wilds 1st, 2nd, 4th, and 14th Additions; and West River 1st and 2nd Additions. The Phase II project locations include Maple Ridge at the Preserve 1st and 2nd Additions; South Pond at The Preserve 1st, 2nd, 4th, and 7th Additions; Shadow Wood 1st and 2nd Additions; and the Reserve at Osgood 1st Addition.

2. Services of Engineer

The specific services to be provided or furnished by Engineer under this Task Order are as follows:

- A. *Preliminary Design Phase – Prior to Preliminary Design, the city will complete any studies, reports, and/or any other work necessary to evaluate project alternatives and estimated costs. Services under this phase will begin once a preferred alternative is determined and the corresponding "Engineer's Report" has been approved by the Board of City Commissioners.*

1. Engineer shall:

- a. Coordinate a meeting with the Owner to review the project and task order to ensure mutual understanding of the objectives, requirements, schedule, etc. prior to starting work.
- b. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Specific Project. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed

by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.

- c. In preparing the Preliminary Design Phase documents, use any specific applicable Specific Project Strategies, Technologies, and Techniques authorized by Owner during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
- d. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
- e. Visit the Site as needed to prepare the Preliminary Design Phase documents.
- f. Advise Owner if additional reports, data, information, or services are necessary and assist Owner in obtaining such reports, data, information, or services.
- g. Continue to assist Owner with Specific Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
- h. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
- i. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2018 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable.
- j. Pursuant to the Task Order schedule, furnish the required number of review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner, and review them with Owner. Within the time established in the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items.

- k. Pursuant to the Task Order schedule, revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner the required number of copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.
- 2. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

B. *Final Design Phase*

- 1. Engineer shall:
 - a. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
 - b. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 - c. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any deliverables executed by other Owner consultants, such as technical data, reports, drawings and specifications, etc. shall be provided to Engineer.
 - d. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 - e. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 - f. After consultation with Owner, identify extent of final rights of way, both temporary and permanent, needed for construction of the project.
 - g. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 - h. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.

- i. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 - j. Pursuant to the Task Order schedule, furnish for review by Owner, its legal counsel, and other advisors, the required number of copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, and review them with Owner. Within the time required by the Task Order schedule, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 - k. Pursuant to the Task Order schedule, revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit the required number of final copies of such documents to Owner after receipt of Owner's comments and instructions.
- 2. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables.
 - 3. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Task Order is one.

C. Bidding or Negotiating Phase

- 1. Engineer shall:
 - a. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 - b. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any addenda from other Owner consultants shall be provided to Engineer.
 - c. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 - d. Consult with Owner as to the qualifications of prospective contractors.
 - e. Consult with Owner as to the qualifications of Subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.

- f. If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work.
 - g. Attend the bid opening as needed, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 - h. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 - i. Coordinate execution of Contract by assembling contract documents for review by Owner, Owner's Attorney, and Contractor and assist in routing contracts between entities to obtain necessary signatures.
2. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors.

D. *Construction Phase*

1. Engineer shall:

- a. *General Administration of Construction Contract*: Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2018 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in the Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
- b. *Resident Project Representative (RPR)*: Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth below. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth below.
 - 1) Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - 2) Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall

not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in this Task Order, are applicable.

- 3) The duties and responsibilities of the RPR are as follows:
- a) *General:* RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - b) *Schedules:* Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.
 - c) *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
 - d) *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 - e) *Liaison*
 - Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - f) *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor.
 - g) Shop Drawings and Samples

- Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
- h) *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
- i) *Review of Work; Defective Work*
- Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
 - Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work; and
 - Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.
- j) *Inspections, Tests, and System Start-ups*
- Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
 - Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
 - Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.
- k) *Records*
- Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project-related documents.

- Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
 - Upon request from Owner to Engineer, photograph or video work in progress or Site conditions.
 - Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
 - Maintain records for use in preparing Specific Project documentation.
 - Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- l) Reports
- Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
 - Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
 - Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
 - Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.
- m) *Payment Requests*: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.
- n) *Certificates, Operation and Maintenance Manuals*: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.
- o) Completion:
- Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a Certificate of Substantial Completion, submit a punch list of observed items requiring completion or correction.

- Participate in Engineer's visit to the Site in the company of, Owner, and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit A.1).
- 4) Resident Project Representative shall not:
 - a) Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
 - b) Exceed limitations of Engineer's authority as set forth in this Agreement.
 - c) Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
 - d) Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
 - e) Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
 - f) Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
 - g) Accept Shop Drawing or Sample submittals from anyone other than Contractor.
 - h) Authorize Owner to occupy the Specific Project in whole or in part
- c. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
- d. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
- e. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
- f. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
- g. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
- h. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:

- 1) Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Agreement, this Task Order, and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner for observations requiring their expertise.
 - 2) The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
- i. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - j. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - k. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a

written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner. Any clarifications, interpretation, or decision shall be provided by the Owner's applicable consultant.

- l. *Field Orders*: Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
- m. *Change Orders and Work Change Directives*: Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
- n. *Differing Site Conditions*: Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews, obtain information, and prepare findings, conclusions, and recommendations for Owner's use, subject to the limitations and responsibilities under the Agreement and the Construction Contract. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner. Any reviews, obtaining of information, and preparation of findings, conclusions, and recommendations shall be provided by the Owner's applicable consultant.
- o. *Non-reviewable matters*: If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
- p. *Shop Drawings, Samples, and Other Submittals*: Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
- q. *Substitutes and "or-equal"*: Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- r. *Inspections and Tests*:
 - 1) Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.

- 2) As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - 3) Pursuant to the terms of the Construction Contract, require additional inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- s. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. This shall include coordination as necessary with Engineer's "Subcontractor(s) and/or other consultants employed by the Owner, such as a geotechnical consultant. Any pertinent information shall be provided to Engineer.
- t. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- 1) Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract.
- u. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph 2.D.1.p. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.
- v. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
- w. *Final Notice of Acceptability of the Work:* Conduct a final visit to the specific Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit A.1 ("Notice of Acceptability of Work") to the best of Engineer's knowledge, information, and belief, and based on the extent of the services provided by Engineer under the Agreement and this Task Order.

- x. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- y. *Construction Staking:* Engineer will provide the following upon request of the Contractor
 - 1) Water Mains/ Force Mains
 - a) Centerline with offsets at 50' intervals
 - b) Cut stakes to top of pipe with hubs, if plan calls for specified grades
 - c) Curb Stop Locations
 - 2) Storm-Sanitary Sewers
 - a) Centerline stakes with offsets and cuts to inverts at 50' intervals
 - b) Manholes with offsets
 - c) Inlets with offsets
 - d) Wye locations
 - e) Service ends with grades
 - 3) Streets
 - a) Initial dirt grade stakes with lath every 100' and at high and low
 - b) Subgrade blue tops for centerline and curb and gutter areas if so specified in construction contract
 - c) Centerline gravel blue tops if so specified in construction contract
 - d) Curb & gutter flow line stakes with offsets every 25'
 - e) Concrete Paving grade stakes with offset at 25' intervals plus high and low points
 - 4) Lift Stations (without buildings)
 - a) Location & elevation of rim and invert centerline of wet well, dry well, and/or check valve manhole
 - 5) Buildings
 - a) Location & elevation of corners of first floor with offsets
 - 6) Sidewalks/Multi-Use Paths
 - a) Elevation & location of "Outside" finished edge (one edge) of Sidewalk or Multi-Use Path @ 25' stationing
 - 7) Channels/Embankments
 - a) Centerline cut/fill, daylights, and temporary construction easement limits (every 200')
 - b) Culvert alignment, lengths, and invert elevations with offsets
 - c) Structure locations and invert elevations with offsets
 - 8) Ponds/Lakes
 - a) Location and elevation of bottom of lake/pond every 200'
 - b) Location and elevation of changes in slopes (i.e. hinges) every 200'
 - c) Location and elevation of contour defining bottom of planting area used to protect slopes every 200'
 - d) Topsoil stripping location every 200'
 - e) Five elevation control points.
- 2. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the specific Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the specific Project involves more

than one prime contract as indicated in Paragraph 2.B.3, then Construction Phase services may be rendered at different times in respect to the separate contracts.

E. *Post-Construction Phase*

1. Engineer shall:
 - a. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - b. Together with Owner, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified, will terminate twelve months after the commencement of the Construction Contract's correction period.

F. *Commissioning Phase*

1. Engineer shall:
 - a. Assist Owner in connection with the adjusting of Specific Project equipment and systems.
 - b. Assist Owner in training Owner's staff to operate and maintain Specific Project equipment and systems.
 - c. Prepare operation and maintenance manuals.
 - d. Assist Owner in developing procedures for (a) control of the operation and maintenance of Specific Project equipment and systems, and (b) related record-keeping.
 - e. Prepare and furnish to Owner Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor. Record Drawings shall include:
 - 1) Significant changes made during construction along with survey ("gps") points on significant surface infrastructure features including manholes, catch basins, curb stops, valves, hydrants, and street lights.
 - 2) Record Drawings will be supplied in DWG and PDF format and survey ("gps") points will be supplied in CSV format.

3. Additional Services

Additional Services authorized or necessary under this Task Order are:

A. *Additional Funding Services*

1. Special Assessment Administration (Phase I & II)

- ~~a. Coordinate with City Engineer to establish benefitting areas and improvement district boundary (1 meeting).~~
- ~~b. Provide legal description and illustrative improvement district map for the Owner to use in creating the Special Assessment District per ND Century Code requirements.~~
- ~~c. Based on proposed infrastructure at specified project stages, prepare (or update) benefitting area maps, assessment philosophy narrative and preliminary special assessment allocations based on City Policy at the following project stages:~~
 - ~~1) Engineer's Report~~
 - ~~a) Preliminary Engineer's Report results (if applicable)~~
 - b) Final Engineer's Report results
 - 2) After bid results
 - 3) Intermediately during construction (as directed by Owner)
 - 4) Projected Final or Final Costs
 - d. Document project for public presentation purposes to demonstrate scope, scale, potential improvements, etc. (i.e. photos, drone footage, etc.).
 - e. As directed by the Owner, prepare presentation documents and attend meetings with the Special Assessment Commission and/or Board of City Commissioners.
 - 1) Task order includes two Special Assessment Commission meetings and one meeting with the City Commission.
 - f. Provide public communications as directed regarding special assessments for the improvement(s) related to this Task Order.
 - g. Prepare for and attend one special assessment hearing with the Special Assessment Commission and provide support for the Owner staff and Special Assessment Commission for the hearing.
- 2. Provide funding administrative support services related to any requirements identified specifically by funding sources.

B. Additional Design Related Services

- 1. City Project Administration – Phase I
 - a. Coordination with City Staff on the Phase I portion of the District No. 2261 city-designed project including project design/review meetings and other correspondence necessary to complete the Phase I design.
 - b. Exchange of design or CAD files with City Staff.
 - c. Provide assistance in the preparation and/or review of project Drawings and Specifications, advise Owner of any recommended adjustments to the opinion of probable Construction Cost, preparation of draft bidding-related documents, or other design related services as requested for the Phase I portion of the District No. 2261 city-designed project.

C. Additional Construction Services

- 1. City Project Administration – Phase I

- a. Coordination with City Staff on the Phase I portion of the District No. 2261 city-designed project including project construction site/review meetings and other correspondence necessary to complete the Phase I construction.
 - b. Provide assistance in the general administration of the construction contract, provide RPR services, provide construction staking, preparation and/or review of construction contract document revisions (field orders, change orders, etc.), review of applications for payment, general project closeout, or other construction related services as requested for the Phase I portion of the District No. 2261 city-designed project.
- 2. Record Drawing Administration – Phase II
 - a. Prepare and furnish to Owner GIS shapefiles showing appropriate record information based on Project annotated record documents received from Contractor. GIS shapefiles shall include survey (“gps”) points on significant surface infrastructure features including manholes, catch basins, curb stops, valves, hydrants, and street lights. The infrastructure will be moved to these locations in GIS. GIS shapefiles will be supplied to City for use within their webmap.

4. City's Responsibilities

City shall have those responsibilities as follows:

- A. City shall make decisions and carry out its other responsibilities in a timely manner and shall bear all costs incident thereto so as not to unreasonably delay or interfere with the services of MEI.
- B. City shall be responsible for, and MEI may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to MEI pursuant to this Agreement. MEI may use such requirements, reports, data, and information in performing or furnishing services under this Agreement. Nothing in this paragraph shall be construed to require MEI to affirmatively determine the accuracy of information that is prepared for City by other licensed professionals (including, but not limited to, land surveyors, geotechnical engineers, accountants, insurance and surety professionals, and attorneys) who are not engaged directly by MEI.
- C. City shall provide for MEI’s right to enter the property owned by City and/or others in order for MEI to fulfill its services.

5. Task Order Schedule

In addition to any schedule provisions provided elsewhere, the parties shall meet the following schedule:

- A. At any point during the completion of the scope of services defined above, the Owner may request a cease on all work until further Owner directive.
- B. The services covered by this Task Order will terminate twelve months after the commencement of the Construction Contract’s correction period.

6. Payments to Engineer

- A. City shall pay Engineer for services rendered under this Task Order as follows:
 - i. Compensation for services outlined in Section 3 shall be on a Time and Material basis in accordance with the Standard Hourly Rates shown in Exhibit B of the Agreement.

TASK CATEGORY & TASK	TASK ORDER NO.	PREVIOUS FEE (\$)	INCREASED FEE (\$)	AMENDED MAXIMUM FEE (\$)
Study & Report Services				
Feasibility Study	69 69-1	\$39,700		\$39,700
Additional Funding Services				
Special Assessment Administration	69 69-1 69-2	\$18,300	\$10,000	\$28,300
Additional Design Services				
City Project Administration – Phase I	69-2		\$5,000	\$5,000
Additional Construction Services				
City Project Administration – Phase I	69-2		\$10,000	\$10,000
Additional Record Drawings	69-2		\$8,000	\$8,000
ADDITIONAL SERVICES SUBTOTAL (TO 69-2)			\$33,000	
ADDITIONAL SERVICES SUBTOTAL (All TO's)		\$58,000		\$91,000

- ii. Compensation for services outlined in the Preliminary Design, Final Design, Bidding or Negotiation, Construction, Post-Construction, and Commissioning Phases shall be made according the following table.

Project Type	Preliminary Design, Final Design, Bidding or Negotiation Phases (% of Final Construction Contract Value plus value of any alternates designed but not constructed)	Construction, Post-Construction, and Commissioning Phases (% of Final Construction Contract Value)
Projects designed and constructed in accordance with NDDOT requirements	6%	6%
All other projects	5.5%	5.5%
Estimated Value of Final Construction Contract (Phase II)		\$2,950,000.00
Estimated Compensation based on 11% of Construction		\$324,500.00
TOTAL TASK ORDER (TO 69-2)		\$357,500.00

- iii. Compensation for services referenced in 6.A.i (Additional Services) and 6.A.ii (Basic Services) are summarized in the following table.

Services to be Provided	Estimated Compensation
Additional Services Subtotal	\$91,000.00
Estimated Compensation based on 11% of Construction	\$324,500.00
TOTAL ESTIMATED COMPENSATION UNDER ALL TASK ORDERS (TO 69, TO 69-1, TO 69-2)	\$415,500.00

B. The terms of payment are set forth in Article 4 of the Agreement.

7. Consultants retained as of the Effective Date of the Task Order:

a. None

8. Other Modifications to Agreement and Exhibits: None.

9. Attachments: None.

10. Other Documents Incorporated by Reference: None.

11. Terms and Conditions

Execution of this Task Order by Owner and Engineer shall make it subject to the terms and conditions of the Agreement (as modified above), which Agreement is incorporated by this reference. Engineer is authorized to begin performance upon its receipt of a copy of this Task Order signed by City.

The Effective Date of this Task Order No. 69-2 is July 10, 2023.

OWNER:

By: _____

Print Name: Dustin T. Scott, PE

Title: Assistant City Administrator

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Dustin T. Scott, PE

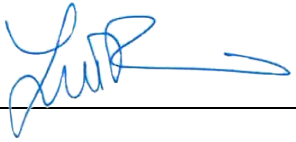
Title: Assistant City Administrator

Address: 800 4th Ave E. Suite #1
West Fargo, ND 58078

E-Mail
Address: Dustin.Scott@westfargond.gov

Phone: (701) 515-5050

ENGINEER:

By:  _____

Print Name: Lee Beauvais

Title: Vice President

Engineer License or Firm's 011C
Certificate No. (if required): _____
State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Matt Welle, PE

Title: Project Manager

Address: 925 10th Avenue East,
West Fargo, ND 58078

E-Mail
Address: Matt.Welle@mooreengineeringinc.com

Phone: (701)282-4692



"Consent" or "Regular" Agenda
Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: July 10, 2023

Subject: Project 9038 – Bank Stabilization (622 Morrison Street)

Action: Project update and Award of Contracts

New Information and Recommendation:

The City of West Fargo has planned in the current CIP the installation of a new storm sewer lift station to be constructed at 622 Morrison St. which is a property that the City currently owns. The 2022 CIP listed the future lift station project as a \$13,000,000 project which was also an identified project in the Core Area Study.

Due to the cost of the proposed storm sewer lift station, we intend to submit the project for a federal BRIC grant to help fund the project. To prepare for the BRIC grant submittal, preliminary engineering needs to take place. A grant in the amount of \$100,000 has been secured from the State of North Dakota to help pay for this preliminary engineering.

Four geotechnical engineering firms were solicited for quotations to complete a geotechnical analysis of the riverbank stability in the vicinity of the proposed lift station site as there has been noticeable bank erosion and mitigation that has taken place over the years.

The geotechnical analysis will provide information on existing conditions of the riverbank channel, soil and groundwater of the project area. Additionally it will provide preliminary concepts to stabilize the banks of the river to protect the public infrastructure.

Of the requests for quotes, only one quote was received to complete the work by Braun Intertec in the amount of \$17,500.

Additionally, Houston Engineering has submitted a Task Order to conduct a topographical survey of the river bottom. This work is necessary for Braun to complete their analysis. Because Houston has completed a LIDAR topographical survey of this area no quotes were solicited from other firms as this survey data will be added to the existing survey. Their quote to complete this work is hourly estimated to be \$7,000.

The following documents are attached for review/consideration:

- Project Location Exhibit
- Braun Intertec proposal for geotechnical engineering services
- Houston Engineering Task Order No. 7 for a topographical survey of the river bottom.

Staff Recommendation: Award Contract to Braun Intertec AND Award Contract to Houston Engineering.

Financial Analysis:

All work proposed to be conducted by Braun Intertec and Houston Engineering will be paid for through the grant received from the State of North Dakota.

Previously Presented Information and Commission Actions:

None

PROJECT NO. 9038: BANK STABILIZATION
622 Morrison St - Existing Utilities



This map is intended for reference purposes only. The City of West Fargo does not make claim that the features depicted represent true locations; therefore the City assumes no liability for any errors or omissions herein.

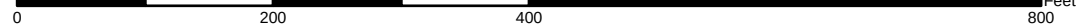
- PS Future Storm Lift Station
- SD Future Storm Discharge Point
- SSO Future Storm Sewer Outfall
- PS Sewer Lift Station

- Sewer Manhole
- Sewer Pressurized Main
- Sewer Gravity Main - City
- - Sewer Gravity Main - Private

- PS Storm Lift Station
- SI Storm Inlet
- SDP Storm Discharge Point
- SM Storm Manhole

- Storm Pressurized Main
- Storm Gravity Main - City
- - Storm Gravity Main - Private
- + Water Hydrant

- Water Main - City
- - Water Main - Private
- River Edge
- Parcel



June 26, 2023

QTB180490

Daniel R. Hanson
City Engineer
800 4th Avenue East, Suite 1
West Fargo, ND 58078

Re: City of West Fargo RFP-Project No. 9038
Proposal for Geotechnical Service for Bank Stabilization
622 Morrison
West Fargo, ND

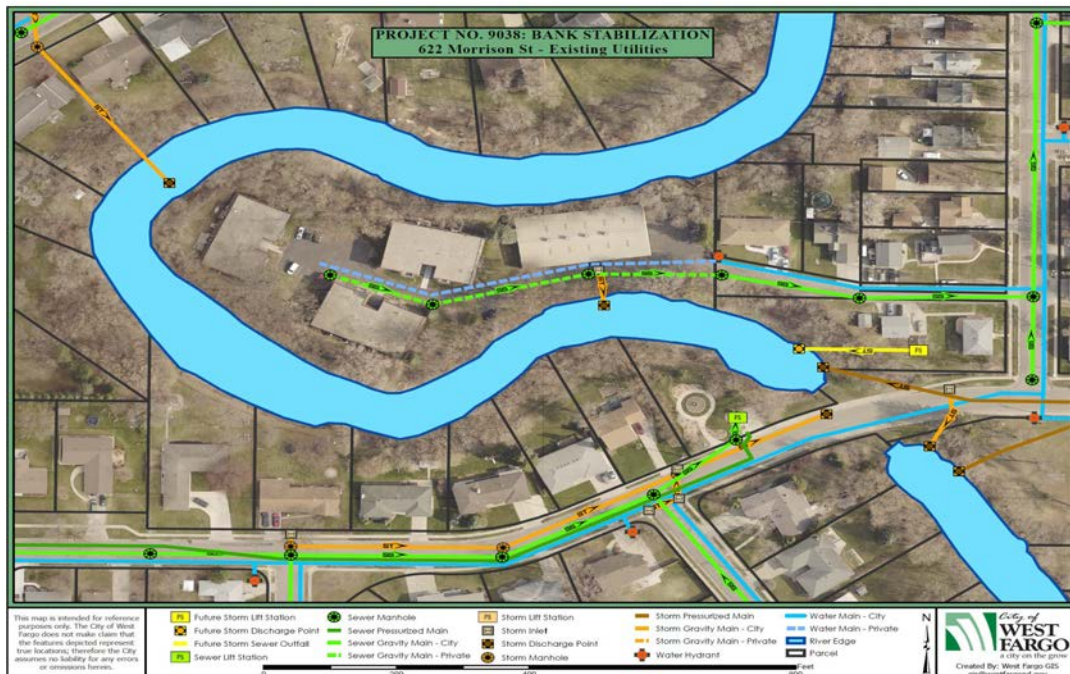
Dear Mr. Hanson:

Braun Intertec Corporation respectfully submits this proposal to complete a geotechnical evaluation for West Fargo Project No. 9038.

Project Information

As discussed in your RFP, the Sheyenne Riverbanks in the project area have been unstable for years. Over the years, numerous efforts were undertaken to protect public and private infrastructure from these instabilities. However, these private and public infrastructures are currently endangered by the ongoing erosion and bank instability at several locations within the study area, Figure 1 below depicts the study area.

Figure 1. Limits of Study Area and Inventory of Public Infrastructure



AA/EOE

Recently, the City of West Fargo has purchased the home at 622 Morrison with the intent to design and construct a new stormwater lift station that will discharge into the river as shown in Figure 1.

Goals for the Evaluation

Based on the RFP and our history at the site, we suggest the goals of the Geotechnical Services should be:

- Visually characterize and document the extent of the instabilities in the study area
- Visually characterize the soil and groundwater conditions in the study area
- Discuss how the outfall from the proposed lift station may impact erosion in the future and
- Propose preliminary concepts to stabilize the banks to protect public infrastructure

Key Personnel

The Braun Intertec Principal-In-Charge for your project will be Steve Nagle, PE, who has served as the lead geotechnical engineer for several landslide and bank stabilization projects in the past. An example project is work performed for the City of Valley City, when addressing the permanent flood protection system. A description of this project is attached to the proposal. Steve has worked in the West Fargo area since 1995 and is familiar with the site history and the regional soil conditions. Mr. Nagle will supervise all aspects of this project as well as serve as your main point of contact for Braun Intertec.

Bryan Ripp, PE, who is a Senior Geotechnical Engineer based in our Bloomington office, will also assist with technical aspects of the project, specifically assisting to characterize the riverbank instabilities at the site and provide preliminary recommendations to mitigate the instabilities. Bryan has almost 40 years of experience on riverbank protection and stability projects.

Scope of Services

We have identified several work tasks that we deem necessary to accomplish the goals of this project. The tasks are summarized in the paragraphs below.

Project Management and Communications

It is our opinion that the most important key to a successful project is communication. It will be our responsibility to keep you informed of all our activities pertaining to the project.

We have budgeted to have two meetings (2 hours each with project team, Nagle, Ripp) and four update phone calls (1/2 hour each with Hanson and Nagle). For the meetings we will schedule a kickoff meeting shortly after authorization and one prior to us preparing our final report.

We will also have administrative staff assisting with project management functions, such as establishing our project in our accounting system, monitoring the budget and preparing invoices.

Site Assessment

Braun Intertec will mobilize two engineers to the site to characterize the observable instabilities within the study area. There are potentially several causes for this instability throughout the area. We will attempt to identify and document the lateral extent and cause of the instabilities. In some areas, the instability may be related to the bathymetry (underwater topography) of the river. If there are areas where it appears the bathymetry is critical, we will discuss those areas with you as to the appropriateness for the City to commission an underwater survey. We have budgeted 48 hours of senior engineer time for this assessment. This includes travel, field time, and office time to process information and prepare a presentation for the second meeting.

Geotechnical Site Characterization

There have been numerous studies and soil borings performed in the West Fargo area. For the initial phase of this project, the soil conditions are not critical for us to determine the extent, cause(s), and potential fixes for the instabilities. If our study identifies areas where the City of West Fargo wants to initiate a design of remedial measures, then survey and soils information will be warranted. An example is our preliminary review of the site which shows there is a deep-seated failure on the north side of the peninsula. Any proposed repair in this area will require specific soil information to define the depth of the failure. In turn, this would likely require a boring to approximately 90 feet and the installation of an inclinometer. This boring and inclinometer installation would cost on the order of \$8000, which would include some laboratory testing. This work would only be necessary if a specific retention system were going to be designed for the north side of the peninsula.

For this project a senior engineer will spend up to 4 hours researching Braun Intertec archives and reviewing publicly available geotechnical information to develop a generalized soil profile for the site.

Geotechnical Analysis and Engineering Report

Data obtained from the borings, laboratory tests, and site assessment will be used to document the extent of riverbank instability and provide preliminary recommendations for stabilizing the riverbanks. Our report will include, but not be limited to:

- Photos from the site assessment
- A discussion of the extent and nature of riverbank instability
- A discussion of the potential repairs of the riverbank instability
- A discussion for mitigating future erosion from the proposed lift station

Schedule

Below is our tentative schedule for the project, assuming we receive authorization by July 1.

Table 1. Proposed Schedule

Activity	Proposed Schedule
Kick Off Meeting	Week of July 10, 2023
Site Assessment	Week of July 17, 2023
Meeting to Discuss Initial Findings	Week of July 31, 2023
Final Report	August 14, 2023

Fees

We will furnish the services described for this proposed work scope for a lump sum of \$17,500.

Our work may extend over several invoicing periods. As such, we will submit partial progress invoices for work we perform during each invoicing period.

General Remarks

We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components.

We appreciate the opportunity to present this proposal to you. Please sign and return a copy to us in its entirety.

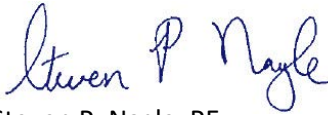
We based the proposed fee on the scope of services described and the assumptions that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule.

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

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Steve Nagle at 701.238.3425.

Sincerely,

BRAUN INTERTEC CORPORATION



Steven P. Nagle, PE
Vice President, Principal Engineer

General Conditions (1/1/18)

The proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Section 1: Agreement

1.1 Our agreement with you consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between you and us. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other documentation to authorize our scope of work ("Services"), any conflicting or additional terms are not part of this Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to terminate this Agreement without liability to you or others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

Section 2: Our Responsibilities

2.1 We will provide Services specifically described in this Agreement. You agree that we are not responsible for services that are not expressly included in this Agreement. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction. If during the one year period following completion of Services it is determined that the above standards have not been met and you have promptly notified us in writing of such failure, we will perform, at our cost, such corrective services as may be necessary, within the original scope in this Agreement, to remedy such deficiency. Remedies set forth in this section constitute your sole and exclusive recourse with respect to the performance or quality of Services.

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

2.4 Our duties do not include supervising or directing your representatives or contractors or commenting on, overseeing, or providing the means and methods of their services unless expressly set forth in this Agreement. We will not be responsible for the failure of your contractors, and the providing of Services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, owner, project, or site health or safety.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Unless a fixed fee is indicated, our price is an estimate of our project costs and expenses based on information available to us and our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

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

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

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others furnished to us.*

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any work site or in a sample provided to us. You agree to provide us with information in your possession or control relating to such materials or samples. If we observe or suspect the presence of contaminants not anticipated in this Agreement, we may terminate Services without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

3.5 Neither this Agreement nor the providing of Services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. *You agree to hold us harmless, defend, and indemnify us from any damages, claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.*

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless expressly set forth otherwise in this Agreement.

3.7 You agree to make all disclosures required by law. In the event you do not own the project site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. *You agree to hold us harmless, defend, and indemnify us from claims, damages, penalties, or losses and expenses, including attorney fees, related to failures to make disclosures, disclosures made by us that are required by law, and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.*

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property. We hereby grant you a license to use the reports and related information we provide only for the related project and for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. *You agree to indemnify, defend, and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use.*

4.3 If you do not pay for Services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

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

4.5 Electronic data, reports, photographs, samples, and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for Services as stated in this Agreement. If such payment references our Schedule of Charges, the invoicing will be based upon the most current schedule. An estimated amount is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

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

5.3 If you direct us to invoice a third party, we may do so, but you agree to be responsible for our compensation unless the third party is creditworthy (in our sole opinion) and provides written acceptance of all terms of this Agreement.

5.4 Your obligation to pay for Services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, your successful completion of any project, receipt of payment from a third party, or any other event. No retainage will be withheld.

5.5 If you do not pay us in accordance with this Agreement, you agree to reimburse all costs and expenses for collection of the moneys invoiced, including but not limited to attorney fees and staff time.

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

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work changes, or if changed labor conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice, the schedule will be extended for each day of delay, and we will be compensated for costs and expenses incurred in accordance with our Schedule of Charges.

5.8 If you fail to pay us in accordance with this Agreement, we may consider the default a total breach of this Agreement and, at our option, terminate our duties without liability to you or to others, and you will compensate us for fees earned and expenses incurred up to the time of termination.

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

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s)

attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 *Notwithstanding anything to the contrary in this Agreement, neither party hereto shall be responsible or held liable to the other for punitive, indirect, incidental, or consequential damages, or liability for loss of use, loss of business opportunity, loss of profit or revenue, loss of product or output, or business interruption.*

6.3 You and we agree that any action in relation to an alleged breach of our standard of care or this Agreement shall be commenced within one year of the date of the breach or of the date of substantial completion of Services, whichever is earlier, without regard to the date the breach is discovered. Any action not brought within that one year time period shall be barred, without regard to any other limitations period set forth by law or statute. We will not be liable unless you have notified us within 30 days of the date of such breach and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services. Should you fail to meet the conditions above, you agree to fully release us from any liability for such allegation.

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

6.5 *You agree to indemnify us from all liability to others in excess of the risk allocation stated herein and to insure this obligation. In addition, all indemnities and limitations of liability set forth in this Agreement apply however the same may arise, whether in contract, tort, statute, equity or other theory of law, including, but not limited to, the breach of any legal duty or the fault, negligence, or strict liability of either party.*

6.6 This Agreement shall be governed, construed, and enforced in accordance with the laws of the state in which our servicing office is located, without regard to its conflict of laws rules. The laws of the state of our servicing office will govern all disputes, and all claims shall be heard in the state or federal courts for that state. Each of us waives trial by jury.

6.7 No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual officers or employees.

Section 7: General Indemnification

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

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

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

Section 8: Miscellaneous Provisions

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

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

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

8.4 This Agreement may be terminated early only in writing. You will compensate us for fees earned for performance completed and expenses incurred up to the time of termination.

8.5 If any provision of this Agreement is held invalid or unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

8.6 No waiver of any right or privilege of either party will occur upon such party's failure to insist on performance of any term, condition, or instruction, or failure to exercise any right or privilege or its waiver of any breach.

TASK ORDER NO. 7

This is Task Order No. 7,
consisting of 5 pages.

In accordance with Paragraph 1.01, Main Agreement, of the Agreement Between Owner and Engineer for Professional Services—Task Order Edition dated **November 2, 2021**, Owner and Engineer agree as follows:

1. TASK ORDER DATA

a.	Effective Date of Task Order:	July 10, 2023
b.	Owner:	City of West Fargo
c.	Engineer:	Houston Engineering, Inc.
d.	Specific Project (title)	Project No. 9038 – Bank Stabilization – 622 Morrison
e.	Specific Project (description):	Project No. 9038 – Bank Stabilization – 622 Morrison
f.	Related Task Orders Supplemented by this Task Order: Superseded by this Task Order:	

2. BASELINE INFORMATION

Baseline Information. Owner has furnished the following Specific Project information to Engineer as of the Effective Date of the Task Order. Engineer's scope of services has been developed based on this information. As the Specific Project moves forward, some of the information may change or be refined, and additional information will become known, resulting in the possible need to change, refine, or supplement the scope of services.

Owner is working with Braun Intertec on a geotechnical analysis of a bank stability issue on the Sheyenne River along a peninsula on the downstream side of 7th Ave West in West Fargo. Braun is requesting a bathymetric survey of the river channel from a point approximately 300 upstream of 7th Avenue to a point approximately 1,800 feet downstream of that road crossing. Engineer collected LIDAR topographic data of the river banks in the fall of 2022. Owner now desires to retain Engineer to acquire bathymetric survey of the above described reach to supplement the LIDAR surface. Owner will then provide this data to Braun for use in their analysis. Braun has requested a minimum of 10 strategically located cross sections of the channel, with a preference for a more complete bathymetric surface created from Hydrone boat with SonarMite and Trimble RTK GPS rover. All parties are aware

Task Order.

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that site conditions, including shallow water depths, may prevent the sonar from getting depths, and extreme tree cover could also prevent the GPS from getting positions needed for collecting bathymetric data throughout the project area. In the event that the Hydrone boat is unable to collect data in all areas of the channel, the Engineer will supplement the data with other survey means.

3. SERVICES OF ENGINEER ("SCOPE")

- A. The specific Basic Services to be provided or furnished by Engineer under this Task Order are:
Exhibit A to Task Order, "Engineer's Services for Task Order," as attached to this specific Task Order. All of the services included above comprise Basic Services for purposes of Engineer's compensation under this Task Order, with the exception of Resident Project Representative Services, if any, which are compensated separately.
- B. Resident Project Representative (RPR) Services:
 - 1. If the Scope established in Paragraph 2.A above includes RPR services, then Exhibit D to Task Order is expressly incorporated in this Task Order by reference.
- C. Additional Services: Services not expressly set forth as Basic Services in Paragraph 3.A above, and necessary services listed as not requiring Owner's written authorization, or requiring additional effort in an immediate, expeditious, or accelerated manner as a result of unanticipated construction events or Specific Project conditions, are Additional Services, and will be compensated by the method indicated for Additional Services in this Task Order. All other Additional Services require mutual agreement and may be authorized by amending the Task Order as set forth in Paragraph 8.05.B.2 of the Main Agreement, with compensation for such other Additional Services as set forth in the amending instrument.

4. DELIVERABLES SCHEDULE

- A. In submitting required Documents and taking other related actions, Engineer and Owner will comply with Exhibit B to Task Order, attached to this specific Task Order.

5. ADDITIONS TO OWNER'S RESPONSIBILITIES

- A. Owner shall have those responsibilities set forth in Article 2 of the Main Agreement, and the following supplemental responsibilities that are specific to this Task Order: **None**.

6. TASK ORDER SCHEDULE

- A. In addition to any schedule provisions provided in Exhibit B or elsewhere, the parties shall meet the following schedule: **Not Applicable**

7. ENGINEER'S COMPENSATION

- A. The terms of payment are set forth in Article 4 of the Main Agreement.
- B. Owner shall pay Engineer for services rendered under this Task Order as follows:

Task Order.

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Description of Service	Amount	Basis of Compensation
1. Basic Services		
a. Bathymetric Data Collection Services	\$7,000	Hourly Rates
TOTAL COMPENSATION	\$7,000	
3. Additional Services under Section 2.D above	(N/A)	

- C. Compensation items and totals based in whole or in part on Hourly Rates or Direct Labor are estimates only. Lump sum amounts and estimated totals included in the breakdown by phases incorporate Engineer's labor, overhead, profit, reimbursable expenses (if any), and Subconsultants' charges, if any. For lump sum items, Engineer may alter the distribution of compensation between individual phases (line items) to be consistent with services actually rendered, but shall not exceed the total lump sum compensation amount unless approved in writing by the Owner.

8. ENGINEER'S PRIMARY SUBCONSULTANTS FOR TASK ORDER, AS OF THE EFFECTIVE DATE OF THE TASK ORDER:

- A. **None.**

9. EXHIBITS AND ATTACHMENTS:

- A. Exhibit A to Task Order—Engineer's Services Under Task Order
- B. Exhibit B to Task Order—Task Order Deliverables Schedule
- C. Exhibit D to Task Order—Reserved
- D. Exhibit E to Task Order- Reserved
- E. Other:

Task Order.

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Execution of this Task Order by Owner and Engineer makes it subject to the terms and conditions of the Main Agreement and its exhibits and appendices, which Main Agreement, exhibits, and appendices are incorporated by this reference.

OWNER:

By: _____

Print Name: Dustin T. Scott

Title: Assistant City Administrator

ENGINEER:

By: 

Print Name: Michael M. Opat

Title: Sr. Project Manager- Principal

Engineer's License or Firm's 015C
Certificate No. (if required): _____

State of: North Dakota

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Daniel Hanson

Title: City Engineer

Address: 800 Fourth Avenue East, West Fargo,
ND 58078

E-Mail Daniel.Hanson@westfargond.gov
Address: _____

Phone: 701-515-5103

Date: _____

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Michael M. Opat

Title: Sr. Project Manager- Principal

Address: 1401 21st Avenue North, Fargo, ND
58102

E-Mail mopat@houstoneng.com
Address: _____

Phone: 701-499-9473

Date: 6-30-23

Task Order.

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Task Order.

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EXHIBITS TO TASK ORDER

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EXHIBIT H—RESERVED

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1.02 LIDAR Data Collection Services.....	1

ARTICLE 1—BASIC SERVICES

1.01 Management of Engineering Services

A. See Main Agreement, Paragraph 1.03.

1.02 Bathymetric Data Collection Services

A. Engineer shall:

1. Consult with Owner to define and clarify Owner’s requirements for the Specific Project, including project objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations, and identify available data, information, reports, facilities plans, and site evaluations.
2. Visit the Site, or potential Specific Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Bathymetric Data Collection Services Phase.
3. Assess initially available Specific Project information and data, including the Baseline Information set forth at the beginning of this Exhibit A.
4. Advise Owner of any need for Owner to obtain, furnish, or otherwise make available to Engineer additional Specific Project-related information and data, for Engineer’s use in meeting the Owner’s Specific Project requirements, and providing the required deliverables.
5. Advise Owner of access requirements and coordinate with Owner on necessary notifications and/or permissions.
6. Advise the Owner of any need for Owner to provide data or services of the types described in Article 2 of the Agreement.
7. Provide equipment and crew to collect bathymetric survey data of the described project reach, including the following:
 - a. Provide and operate one SonarMite Hydrone RCV connected to R12i GPS.
 - b. Utilize North Dakota State Plane South Zone US survey feet coordinate system and NAVD 88 vertical datum. Note: Engineer will convert the survey to NDDOT Cass based ground if the Owner requests.
 - c. Collect data for all areas within the channel with a depth in excess of 1.5 feet (per limitations of the hydrone).

- d. Utilize traditional survey methods, either GPS-based or total station, to collect bathymetric data in areas where the hydrone is not able to operate.
 - 1) Provide up to 10 cross sections of the channel, at locations specified by Braun Intertec, in the event that the hydrone is unable to acquire an adequate amount of data to develop a bathymetric surface of the channel bottom, as determined through coordination with Braun Intertec and Owner.
 - a) If GPS-based or total station surveys are not possible due to vegetation, terrain, or other conditions, provide river depth measurements utilizing a boat and staff rod to measure the bottom of the channel in relation to the water surface.
 - (1) Attempt to acquire channel depths as close as possible to cross section locations requested by Braun.
 - (a) Attempt to acquire channel depth measurements across the entire channel cross sections,
 - (b) Consult with Braun if conditions do allow for measurements in desired locations. Note: vertical elevations will be approximate due to uncertainty involved with where the water surface elevation can be accurately surveyed in relation to the depth measurements.
 - (2) If horizontal control cannot be obtained, approximate the horizontal location with measurements made with a measuring tape or through references to visual landmarks and approximate measurements.
- 8. Download and process the survey the data.
 - 9. Conduct quality control and quality assurance measures.
 - 10. Furnish a point file (.csv) of the processed survey data to Owner.
 - 11. Engineer's services under the Bathymetric Data Collection Services Phase will be considered complete on the date when Engineer has delivered to Owner the final point file deliverable and any other Bathymetric Data Collection Services Phase deliverables.

EXHIBIT B—TASK ORDER DELIVERABLES SCHEDULE

Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Main Agreement are supplemented by the following paragraph.

Engineer will complete bathymetric survey the week of July 17, 2023. Engineer will provide coordinate true bathymetric data in a .csv file by August 15, 2023.

Exhibit C—Reserved.

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Exhibit F—Reserved.

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Exhibit H—Reserved.

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Exhibit I—Reserved.

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"Consent" or "Regular" Agenda
Item?

[Regular]

Commission President

Bernie Dardis

Primary Portfolio:

Administration/Finance

Secondary Portfolio:

Street, Water and Sewer

Commission

Vice President

Brad Olson

Primary Portfolio:

Street, Water and Sewer

Secondary Portfolio:

Administration/Finance

Commissioner

Roben Anderson

Primary Portfolio:

Planning, Zoning and
Engineering

Secondary Portfolio:

Sanitation

Commissioner

Mark Simmons

Primary Portfolio:

Police and Fire

Secondary Portfolio:

Planning, Zoning and
Engineering

Commissioner

Mandy George

Primary Portfolio:

Sanitation

Secondary Portfolio:

Police and Fire

City Administrator

Vacant

Assistant City Administrator

Dustin T. Scott

To: West Fargo City Commission

From: Dan Hanson, City Engineer

Date: July 10, 2023

Subject: Sheyenne Street Bike Lane

Action: Approve addition of Bike Lane

New Information and Recommendation:

There currently is a single gap in bike facilities from Main Ave to 40th Ave W along the Sheyenne corridor between 7th Ave W and 13th Ave W. This half mile represents the last segment of bike facilities that will connect our downtown district to the Lights on Sheyenne. With the current city striping project approved but not completed, there is an opportunity to add a bike lane to the corridor for the cost of additional striping. Without having to change the width of the road or build additional sidewalks, this is the lowest cost method of creating a bike facility.

The following documents are attached for review/consideration:

- Project Location Map
- Proposed bike lane layout

Staff Recommendation: Approve addition of Bike Lane

Background and Project Summary:

This gap has been identified in several previous studies since 2016. A study from MetroCOG and KLJ identified and showed preliminary layouts for a shared bike lane along this corridor. This corridor was also identified as a high priority improvement in MetroCOG's 2022 Bike/Pedestrian Plan.

Policy Analysis:

This will connect a known gap in the bike facilities across town.

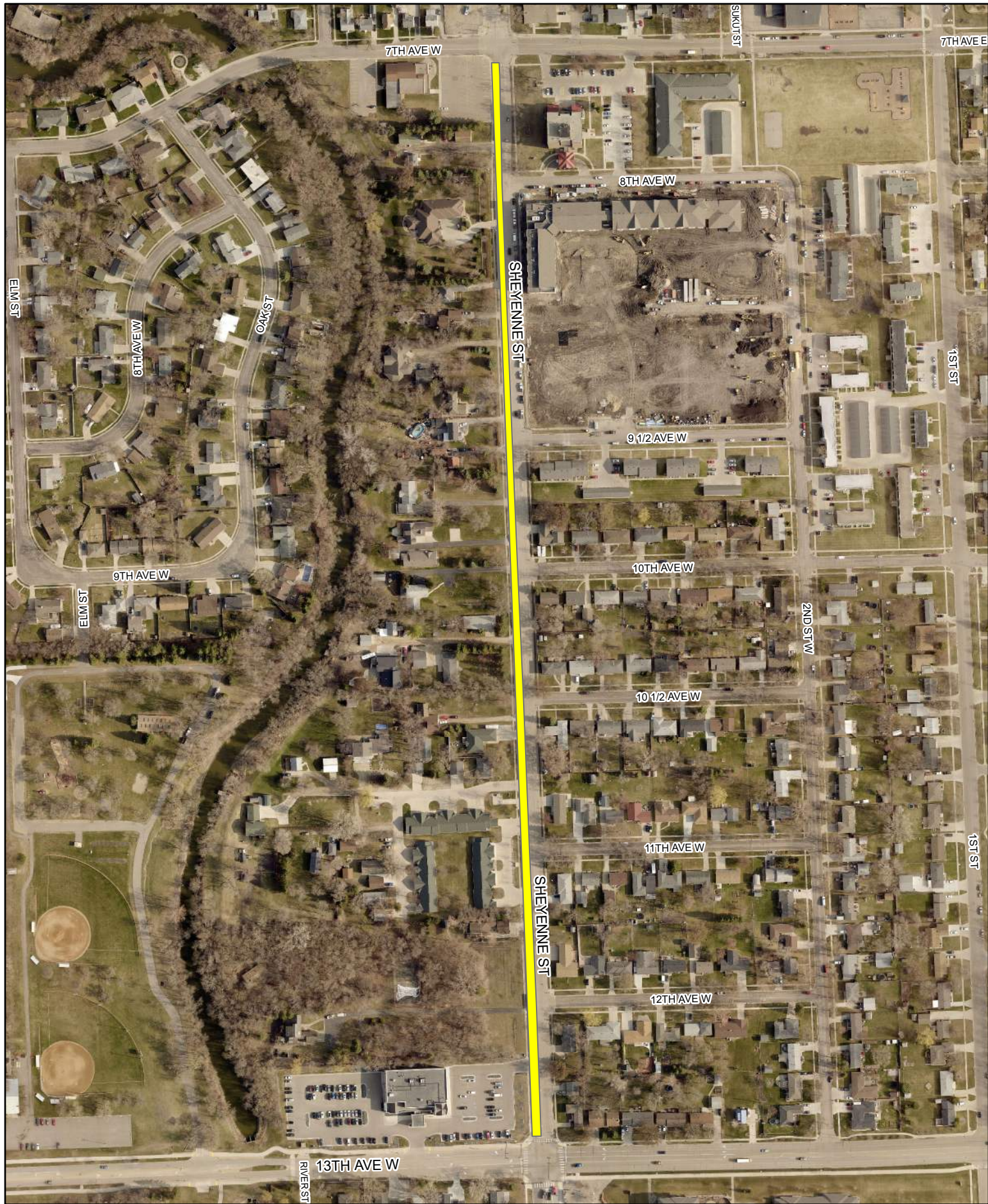
Financial Analysis:

The bike lane will be included in the existing 2278 citywide striping project. The additional cost of striping will be a small increase in the price of the project (<\$5,000) to add an additional bike facility. The additional costs will be paid using Capital Improvement Sales Tax.

Previously Presented Information and Commission Actions:

May 15, 2023 – (for Project No. 2278 – Citywide Centerline Striping)

- **Staff Recommendation:** Create Project No. 2278, Approve Engineer's Report; and Award Project to Northstar Safety.
- **Commission Action:** Commissioner Olson moved and Commissioner George seconded to approve. No opposition, motion carried.



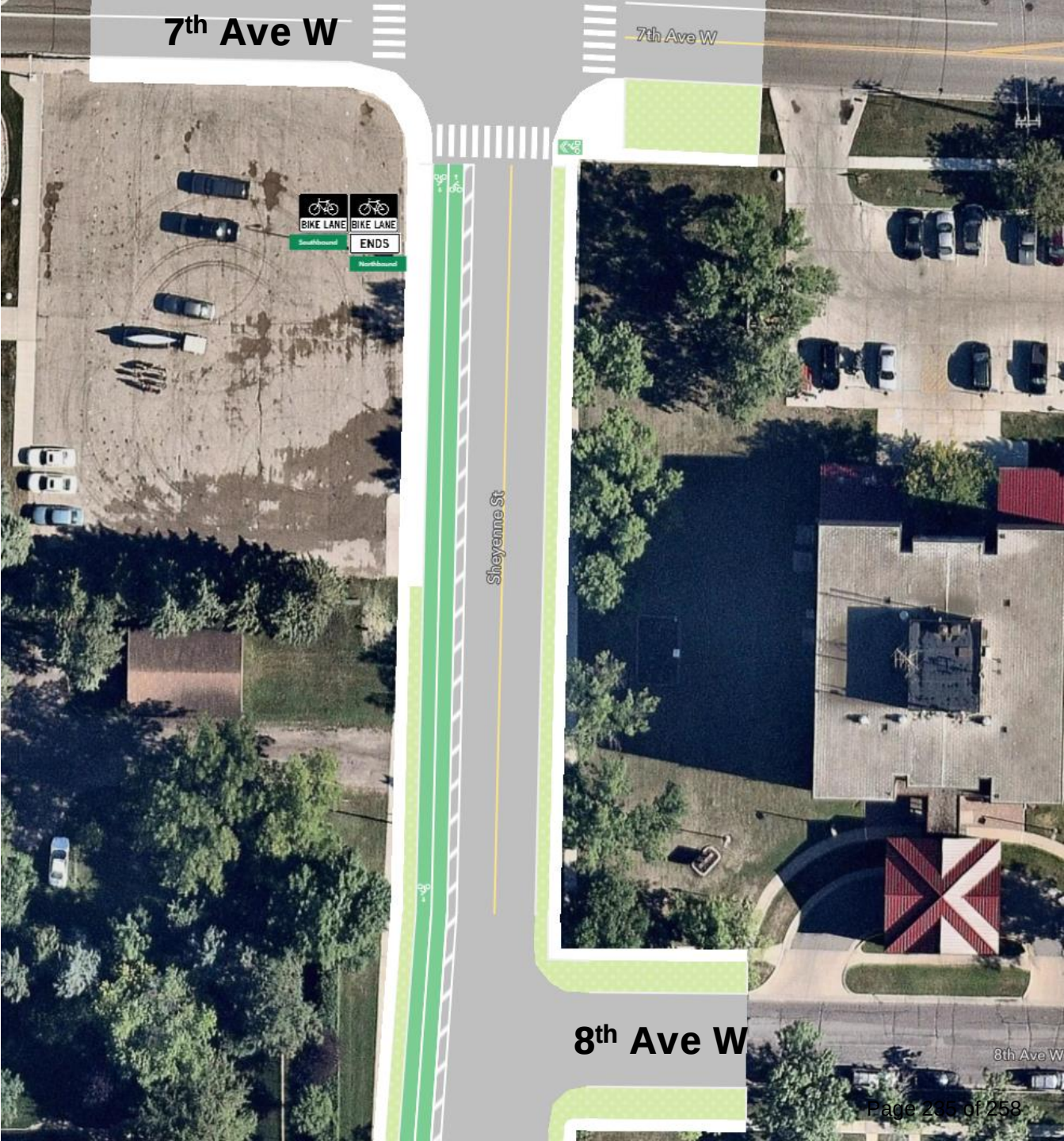
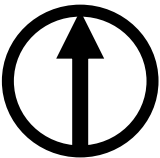
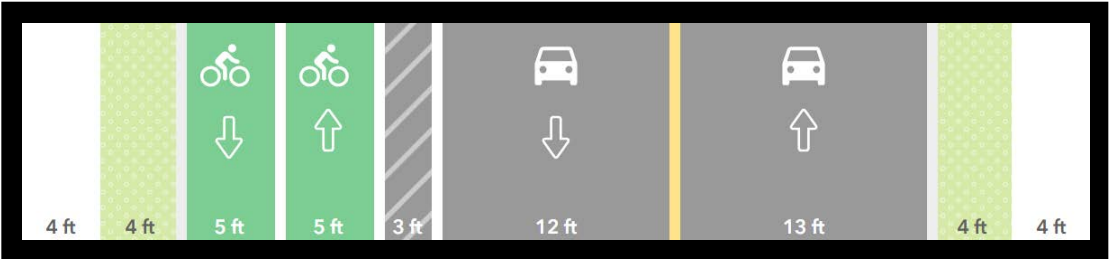
Sheyenne St. Bike Lanes



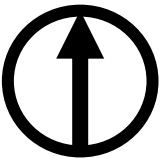
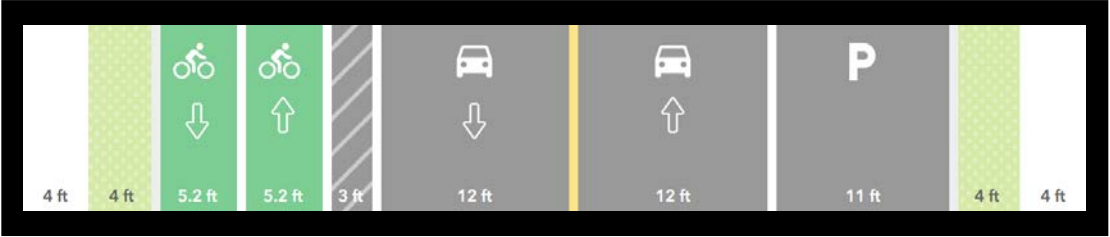
Use the QR Code to access an interactive map to see the bike lanes up close!

<https://platform.remix.com/project/b7635071/scenario/34ae3489?latlng=46.86403,-96.9043,16.723>

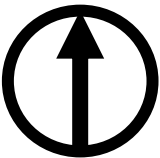
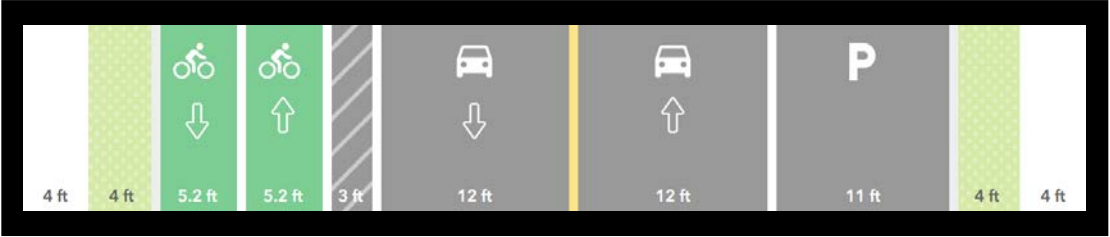
Sheyenne St. between 7th Ave W and 8th Ave W



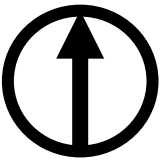
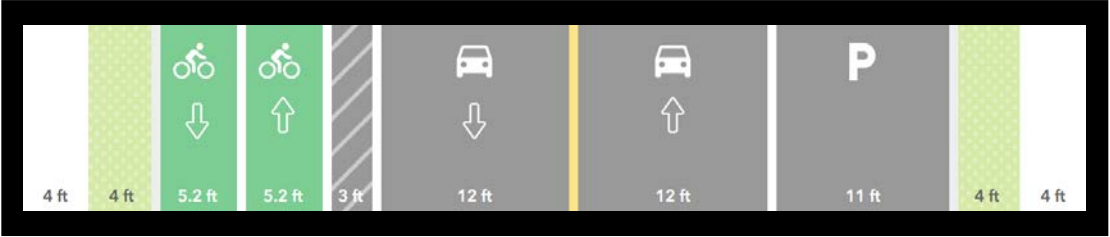
Sheyenne St. between 8th Ave W and 9th Ave W



Sheyenne St. between 9th Ave W and 9 1/2th Ave W



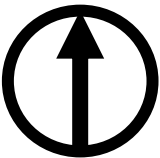
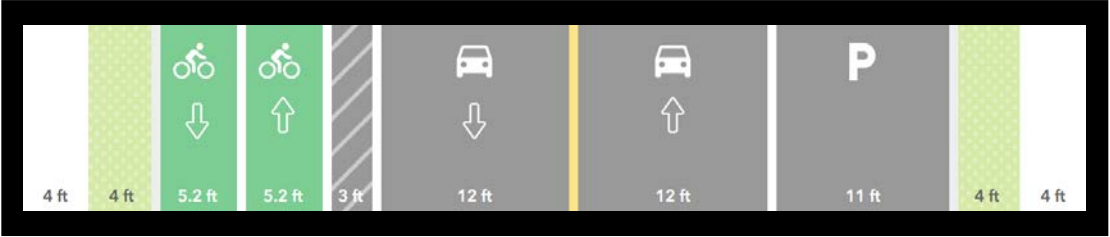
Sheyenne St. between 9 1/2th Ave W and 10th Ave W



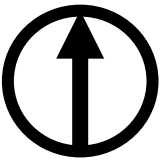
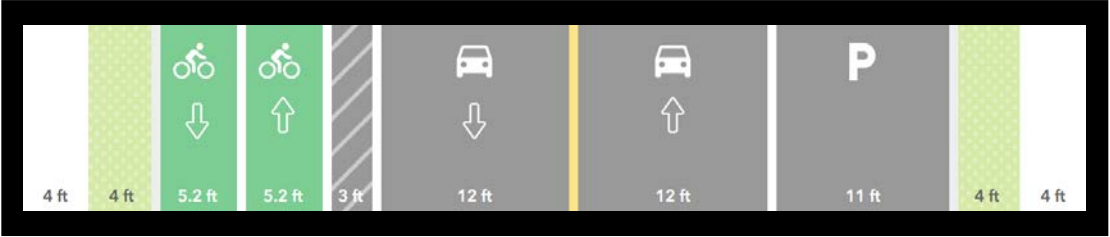
9 1/2 Ave W

10th Ave W

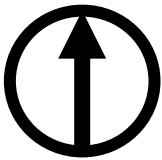
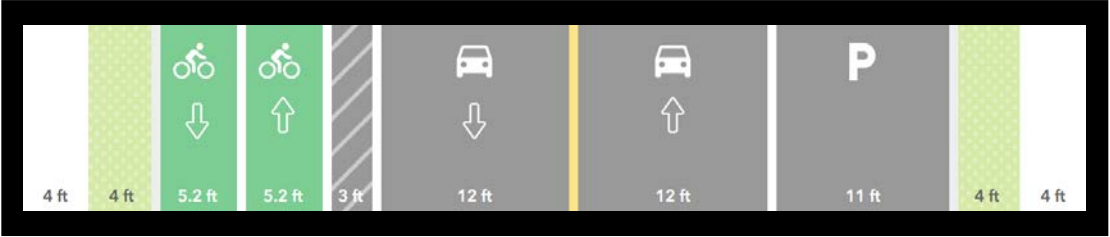
Sheyenne St. between 10th Ave W and 10 1/2th Ave W



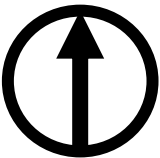
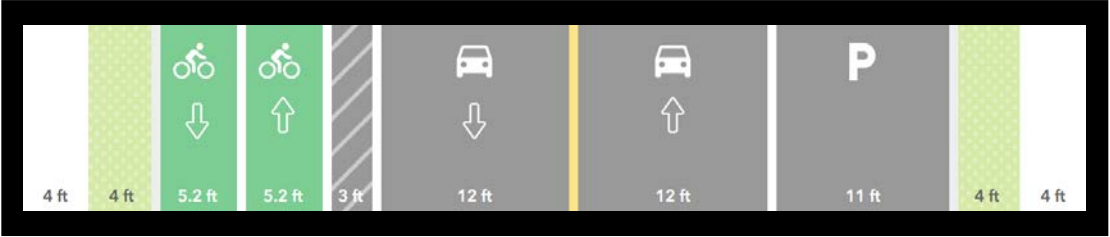
Sheyenne St. between 10 1/2th Ave W and 11th Ave W



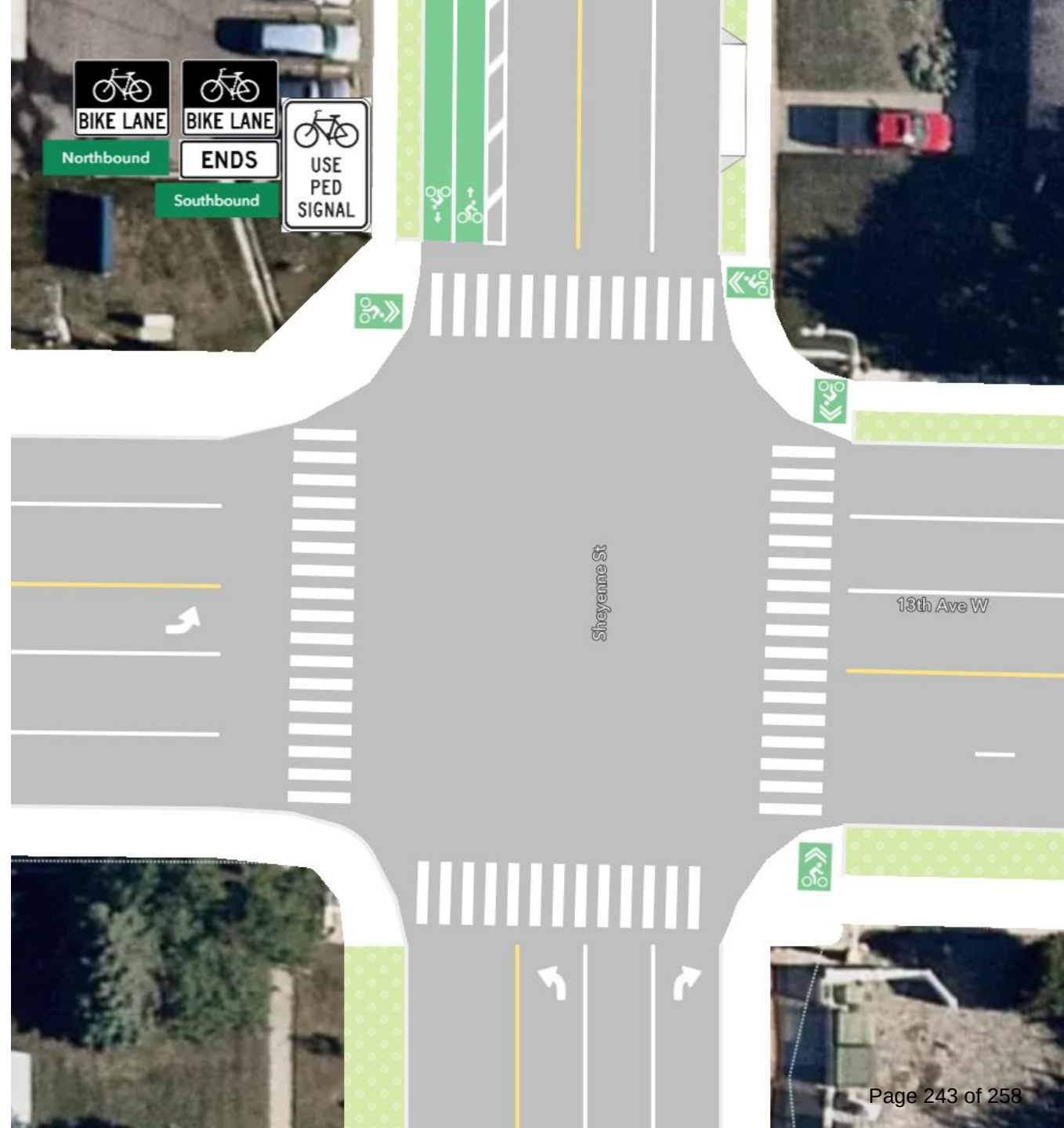
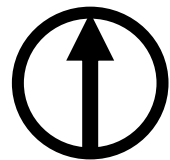
Shyenenne St. between 11th Ave W and 12th Ave W



Sheyenne St. between 12th Ave W and 13th Ave W



Intersection of Sheyenne St. and 13th Ave W



ORDINANCE NO. 1233

AN ORDINANCE TO AMEND AND REENACT SECTIONS 12-0208 (RELATING TO THEFT), 12-0310 (RELATING TO PRODUCING LICENSE UPON REQUEST), 13-0101 (RELATING TO DEFINITIONS), 13-0203 (RELATING TO DRIVING UNDER THE INFLUENCE), 13-0303 (RELATING TO REGISTRATION TO BE CARRIED IN OR ON VEHICLE), 13-0308 (RELATING TO OPEN BOTTLE LAW), 13-0703 (RELATING TO ONE-WAY STREETS AND ALLEYS), 13-0811 (RELATING TO ABANDONED MOTOR VEHICLES), 13-1017 (RELATING TO USE OF SAFETY BELTS REQUIRED IN CERTAIN MOTOR VEHICLES), 13-1018 (RELATING TO DRIVING ON ROAD CLOSED BECAUSE OF HAZARDOUS CONDITIONS PROHIBITED), 13-1506 (RELATING TO WINDSHIELDS MUST BE UNOBSTRUCTED AND EQUIPPED WITH WIPERS - TINTED WINDOWS), AND 13-1813 (RELATING TO RIDING ON SIDEWALKS); AND TO CREATE AND ENACT SECTION 13-1819 (BICYCLING OR RIDING AN ANIMAL WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS) OF THE REVISED ORDINANCES OF 1990 OF THE CITY OF WEST FARGO.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF WEST FARGO, NORTH DAKOTA:

SECTION 1. Section 12-0208 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

12-0208. THEFTS PUNISHABLE UNDER CITY ORDINANCE. Theft under Sections 12-0205 to 12-0207 may be punished as an offense against the city ordinances if the highest value by any reasonable standard, regardless of the actor's knowledge of such value, of the property or services which were stolen by the actor, or which the actor believed that he was stealing, or which the actor could reasonably have anticipated to have been the property or services involved, does not exceed \$500, is a first offense within 3 years, and if:

1. The theft was committed by shoplifting;
2. The theft was not committed by threat;
3. The theft was not committed by deception by one who stood in a confidential or fiduciary relationship to the victim of the theft;
4. The defendant was not a public servant or an officer or employee of a financial institution who committed a theft in the course of his official duties;
5. The property stolen is not a firearm, ammunition, explosive or destructive device, or an automobile, aircraft, or other motor-propelled vehicle;
6. The property does not consist of any government file, record, document, or other government paper stolen from any government office or from any public servant;

7. The defendant is not in the business of buying or selling stolen property and he does not receive, retain, or dispose of the property in the course of that business;
8. The property stolen does not consist of any implement, paper, or other thing uniquely associated with the preparation of any money, stamp, bond, or other document, instrument, or obligation of the State of North Dakota;
9. The property stolen does not consist of livestock taken from the premises of the owner;
10. The property stolen does not consist of a key or other implement uniquely suited to provide access to property the theft of which would be a felony and was not stolen to gain such access;
11. The property stolen is not a card, plate, or other credit device existing for the purpose of obtaining money, property, labor, or services on credit, or is not a debit card, electronic fund transfer card, code, or other means of access to an account for the purposes of initiating electronic fund transfers; or
12. The property stolen is not a prescription drug as defined in Section 43-15.3-01, NDCC.
13. The property is stolen while engaging in a riot as defined in section 12.1-25-01, NDCC, or while with an organized group of five or more individuals.

The provisions of Section 12-0208 shall be amended automatically to conform with any subsequent amendments to Section 12-23-05, North Dakota Cent. Code, dealing with the grading of theft offenses so that Section 12-0208 shall give the City jurisdiction of all class B misdemeanor theft offenses.

A second or third offense under this section occurring within three years is a class A misdemeanor. A fourth or subsequent violation under this section occurring within four years is a class C felony. A sentence imposed under this section must be accompanied by a written statement by the court providing notice of any offense under this section which provides an enhanced penalty, including the penalty for a subsequent offense.

(NDCC 12.1-23-05)

SECTION 2. Section 12-0310 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

12-0310. PRODUCING LICENSE UPON REQUEST - PENALTY.

1. Every individual while carrying a concealed firearm or dangerous weapon, for which a license to carry concealed is required, shall have on one's person the license issued by this or another state or a digital image of one's concealed firearm or dangerous weapon license issued by this state on an electronic device and shall give

it to any active law enforcement officer for an inspection upon request by the officer. The failure of any individual to give the license or digital image of the license to the officer is prima facie evidence the individual is illegally carrying a firearm or dangerous weapon concealed.

2. Every individual carrying a concealed firearm under the authority granted in subsection 2 of section 62.1-04-02, NDCC, shall inform a law enforcement officer of the individual's possession of a concealed weapon upon the initiation of a traffic stop or any other in-person contact initiated by a law enforcement officer.
3. Every individual carrying a concealed firearm under the authority granted in subsection 2 of section 62.1-04-02, NDCC, shall have on one's person a valid driver's license or nondriver identification card issued by the department of transportation or by the individual's state or territory of residence, or a digital image of one's valid driver's license or nondriver identification card on a mobile device and shall provide the license or card to any law enforcement officer for inspection upon request by the officer.
4. An individual who violates this section is guilty of a noncriminal offense punishable by a fee of twenty dollars.

SECTION 3. Section 13-0101 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted by adding and/or amending the following definitions and renumbering the existing definitions accordingly:

13-0101. Definitions.

2. "Bicycle" shall mean every device propelled by human power upon which any person may ride, having two tandem wheels or two parallel wheels and one forward or rearward wheel. The term includes an electric bicycle and a multipassenger bicycle.

36. "Motor Vehicle" shall include any vehicle which is self-propelled, every vehicle that is propelled by electric power obtained from overhead trolley wires, but not operated upon rails, and, for purposes of motor vehicle registration, title registration, and operator's licenses, motorized bicycles. The term does not include a snowmobile or an electric bicycle, or a multipassenger bicycle.

39. "Motor-powered recreational vehicle" means a motorcycle, unconventional vehicle, or off-highway vehicle as defined in section 39-29-01, NDCC, or a

snowmobile as defined in section 39-24-01, NDCC. The term does not include an electric bicycle.

40. “Multipassenger bicycles” means a vehicle that:

- a. Has fully operative pedals for propulsion entirely by human power;
- b. Has at least four wheels and is operated in a manner similar to a bicycle;
- c. Has at least five seats for passengers;
- d. Has been designed to be occupied by a driver and powered either by passengers providing pedal power to the drive train of the vehicle or by a motor capable of propelling the vehicle in the absence of human power;
- e. Is used for commercial purposes;
- f. Is operated by the owner of the vehicle or an employee of the owner of the vehicle;
- g. Is equipped with a steering wheel that gives the driver exclusive control of the direction of the vehicle;
- h. Is equipped with at least one taillamp in accordance with section 39-21-04, NDCC;
- i. Is equipped with a stop lamp in accordance with subsection 1 of section 39-21-19, NDCC; and
- j. Is equipped with headlamps in accordance with 39-27-17.1, NDCC.

SECTION 4. Section 13-0203 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

13-0203. PERSONS UNDER THE INFLUENCE OF INTOXICATING LIQUOR OR NARCOTIC DRUGS NOT TO OPERATE VEHICLE - PENALTY.

- 1. a. A person may not drive or be in actual physical control of any vehicle upon a highway or upon public or private areas to which the public has a right of access for vehicular use in this state if any of the following apply:
 - a.i. That person has an alcohol concentration of at least eight one hundredths of one percent (.08) by weight at the time of the performance of a chemical test within two hours after the driving or being in actual physical control of a vehicle.
 - b.ii. That person is under the influence of intoxicating liquor.

~~e~~iii. That person is under the influence of any drug or substance or combination of drugs or substances to a degree which renders that person incapable of safely driving.

~~d~~iv. That person is under the combined influence of alcohol and any other drugs or substances to a degree which renders that person incapable of safely driving.

~~e~~v. That individual refuses to submit to any of the following:

(~~1~~a) A chemical test, or tests, of the individual's blood, breath, or urine to determine the alcohol concentration or presence of other drugs, or combination thereof, in the individual's blood, breath, or urine, at the direction of a law enforcement officer under Section 39-06.2-10.2, NDCC, if the individual is driving or is in actual physical control of a commercial motor vehicle; or

(~~2~~b) A chemical test, or tests, of the individual's blood, breath, or urine to determine the alcohol concentration or presence of other drugs, or combination thereof, in the individual's blood, breath, or urine, at the direction of a law enforcement officer under Section 39-20-01, NDCC.

~~f~~vi. ~~Subdivision e~~Paragraph v. does not apply to an individual unless the individual has been advised of the consequences of refusing a chemical test consistent with the Constitution of the United States and the Constitution of North Dakota.

b. The fact that any person charged with violating this section is or has been legally entitled to use alcohol or other drugs or substances is not a defense against any charge for violating this section. It is an affirmative defense that a drug was used only as directed or cautioned by a practitioner who legally prescribed or dispensed the drug to that person. If the individual violated subdivisions a, b, c, or d of this subsection and subdivision e of this subsection and the violations arose from the same incident, for purposes of suspension or revocation of an operator's license, the violations are deemed a single violation and the court shall forward to the department of transportation only the conviction for driving under the influence or actual physical control.

c. The driver of a multipassenger bicycle is subject to a violation of this section but a multipassenger bicycle passenger may not be charged with a violation of this section.

2. An individual who operates a motor vehicle on a highway or on public or private areas to which the public has a right of access for vehicular use in this state who

refuses to submit to a chemical test, or tests, required under Section 39-06.2-10.2 or 39-20-01, NDCC, is guilty of an offense under this section.

3. An individual violating this section or equivalent ordinance is guilty of a class B misdemeanor for the first or second offense in a seven-year period, of a class A misdemeanor for a third offense in a seven-year period, and of a class C felony for any fourth or subsequent offense within a fifteen-year period. The minimum penalty for violating this section is as provided in subsection 5. The court shall take judicial notice of the fact that an offense would be a subsequent offense if indicated by the records of the director or may make a subsequent offense finding based on other evidence.
4. Upon conviction of a second or subsequent offense within seven years under this section or equivalent ordinance, the court may order the motor vehicle number plates of all the motor vehicles owned and operated by the offender at the time of the offense to be destroyed by the office of the police officer that made the arrest. The offender shall deliver the number plates to the court without delay at a time certain as ordered by the court following the conviction. The court shall deliver the number plates to the office and notify the department of the order. An offender who does not provide the number plates to the court at the appropriate time is subject to revocation of probation. The court may make an exception to this subsection, on an individual basis, to avoid undue hardship to an individual who is completely dependent on the motor vehicle for the necessities of life, including a family member of the convicted individual and a co-owner of the motor vehicle, or if the offender is participating in the twenty-four seven sobriety program.
5. A person convicted of violating this section, or an equivalent ordinance, must be sentenced in accordance with this subsection.
 - a. ~~(1)~~i. For a first offense, the sentence must include both a fine of at least five hundred dollars and an order for addiction evaluation by an appropriate licensed addiction treatment program.
 - ~~(2)~~ii. In addition, for a first offense when the convicted person has an alcohol concentration of at least sixteen one-hundredths of one percent by weight, the offense is an aggravated first offense and the sentence must include a fine of at least \$750 and at least 2 days' imprisonment.
 - b. For a second offense within seven years, the sentence must include at least ten days' imprisonment, of which forty-eight hours must be served consecutively; a fine of one thousand five hundred dollars; an order for addiction evaluation by an appropriate licensed addiction treatment program; and at least three hundred sixty days' participation in the twenty-four seven sobriety program under Chapter 54-12, NDCC, as a mandatory condition of probation.

- c. For a third offense within seven years, the sentence must include at least one hundred twenty days' imprisonment; a fine of at least two thousand dollars; an order for addiction evaluation by an appropriate licensed addiction treatment program; at least three hundred sixty days' supervised probation; and at least three hundred sixty days' participation in the twenty-four seven sobriety program under Chapter 54-12, NDCC, as a mandatory condition of probation.
- d. For a fourth or subsequent offense within fifteen years, the sentence must include at least one year and one day's imprisonment, a fine of at least two thousand dollars, and an order for addiction evaluation by an appropriate licensed treatment program; at least two years' supervised probation; and participation in the twenty-four seven sobriety program under Chapter 54-12, NDCC, as a mandatory condition of probation.
- e. The imposition of sentence under this section may not be deferred under subsection 4 of Section 12.1-32-02 of the North Dakota Century Code for an offense subject to this section.
- f. If the offense is subject to subdivision a or b, a municipal court or district court may not suspend a sentence, but may convert each day of a term of imprisonment to ten hours of community service for an offense subject to paragraph 2 of subdivision a. If the offense is subject to subdivision c, the district court may suspend a sentence, except for sixty days' imprisonment, under subsection 3 of Section 12.1-32-02, NDCC, on the condition that the defendant first undergo and complete an evaluation for alcohol and substance abuse treatment and rehabilitation. If the offense is subject to subdivision d, the district court may suspend a sentence, except for one year's imprisonment, under subsection 3 of Section 12.1-32-02, NDCC, on the condition that the defendant first undergo and complete an evaluation for alcohol and substance abuse treatment and rehabilitation. If the defendant is found to be in need of alcohol and substance abuse treatment and rehabilitation, the district court may order the defendant placed under the supervision and management of the Department of Corrections and Rehabilitation and is subject to the conditions of probation under Section 12.1-32-07, NDCC. The district court may require the defendant to complete alcohol and substance abuse treatment and rehabilitation under the direction of the drug court program as a condition of probation in accordance with rules adopted by the Supreme Court. The district court may terminate probation under this section when the defendant completes the drug treatment program. If the district court finds that a defendant has failed to undergo an evaluation or complete treatment or has violated any condition of probation, the district court shall revoke the defendant's probation and shall sentence the defendant in accordance with this subsection.

- g. For purposes of this section, conviction of an offense under a law or ordinance of another state which is equivalent to this section must be considered a prior offense if such offense was committed within the time limitations specified in this section.
 - h. If the penalty mandated by this section includes imprisonment or placement upon conviction of a violation of this section or equivalent ordinance, and if an addiction evaluation has indicated that the defendant needs treatment, the court may order the defendant to undergo treatment at an appropriate licensed addiction treatment program under subdivision g of subsection 1 of Section 12.1-32-02, NDCC, and the time spent by the defendant in the treatment must be credited as a portion of a sentence of imprisonment or placement under this section. A court may not order the Department of Corrections and Rehabilitation to be responsible for the costs of treatment in a private treatment facility.
 - i. If the court sentences an individual to the legal and physical custody of the Department of Corrections and Rehabilitation, the Department may place the individual in an alcohol treatment program designated by the Department. Upon the individual's successful completion of the alcohol treatment program, the Department shall release the individual from imprisonment to begin the court-ordered period of probation. If there is not any court-ordered period of probation, the court may order the individual to serve the remainder of the sentence of imprisonment on supervised probation and the terms and conditions must include participation in the twenty-four seven sobriety program and any terms and conditions of probation previously imposed by the court. Probation under this subsection may include placement in another facility or treatment program. If an individual is placed in another facility or treatment program after release from imprisonment, the remainder of the individual's sentence of imprisonment must be considered time spent in custody. Individuals incarcerated under this section subsequent to a second probation revocation are not eligible for release from imprisonment upon the successful completion of treatment.
 - j. If the individual has participated in the twenty-four seven sobriety program as a condition of pretrial release or for the purpose of receiving a temporary restricted operator's license under section 39-06.1-11, NDCC, the sentencing court may give credit for the time the individual has already served on the twenty-four seven sobriety program when determining the amount of time the individual must serve on the twenty-four seven sobriety program for the purposes of probation, if that individual has not violated the twenty-four seven sobriety program before sentencing.
6. As used in subdivisions b and c of subsection 5, the term "imprisonment" includes house arrest. As a condition of house arrest, a defendant may not consume alcoholic beverages. The house arrest must include a program of electronic home detention

and the defendant shall participate in the twenty-four seven sobriety program. The defendant shall defray all costs associated with the electronic home detention. For an offense under subdivision b or c of subsection 5, no more than ninety percent of the sentence may be house arrest.

7. As used in this chapter, participation in the twenty-four seven sobriety program under NDCC Chapter 54-12 means compliance with sections 54-12-27 through 54-12-31, NDCC, and requires sobriety breath testing twice per day seven days per week or electronic alcohol monitoring, urine testing, or drug patch testing. The offender is responsible for all twenty-four seven sobriety program fees and the court may not waive the fees. For purposes of this section, the twenty-four seven sobriety program is a condition of probation and a court may not order participation in the program as part of the sentence. If an individual ordered to participate in the twenty-four seven program is not a resident of this state, that individual shall enroll in a twenty-four seven program or an alcohol compliance program if available in that individual's state of residence and shall file proof of such enrollment.

(Source North Dakota Century Code Section 39-08-01)

SECTION 5. Section 13-0303 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

13-0303. ~~REGISTRATION CARD—TO BE CARRIED IN OR ON VEHICLE:~~
~~INSPECTION OF CARD.~~ The registration ~~card~~ issued for a vehicle shall be ~~carried~~ in the driver's ~~compartment of the vehicle or~~ on an electronic device in the possession of the driver or, in the case of a house trailer or mobile home or trailer or semitrailer, regardless of when such vehicle was acquired, inside or on the vehicle, at all times when the vehicle is being operated upon the streets of the City. Such ~~card~~ registration shall be subject to inspection by any peace officer or highway patrol officer. Upon request of an inspection by any peace officer or highway patrol officer, a driver may produce either a registration card or electronic registration as provided by the department. An electronic registration must be designed so that there is no need for the registration holder to relinquish possession of the device, in which the electronic registration is installed, to present the registration, or for the individual to whom the registration is presented to access the verification system to confirm the validity of the registration. Any person violating this section must be assessed a fee of Twenty Dollars (\$20). However, a person cited for violation of this ordinance may not be found to have committed the violation if the person, within fourteen (14) days after being cited, produces and displays to the office of the prosecutor where the matter is pending, a registration ~~card~~ valid at the time the person was cited. A peace officer, upon citing a person for violating this person, shall inform the person that a violation will be considered as not having occurred if the person produces and displays a valid registration ~~card~~ in the manner provided in this section.

SECTION 6. Section 13-0308 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

13-0308. OPEN BOTTLE LAW-PENALTY.

1. A person may not drink or consume alcoholic beverages, as defined in Section 5-01-01 of the North Dakota Century Code, in or on any motor vehicle when the vehicle is upon a public highway or in an area used principally for public parking. A person may not have in that person's possession on that person's person while in or on a private motor vehicle upon a public highway or in an area used principally for public parking, any bottle or receptacle containing alcoholic beverages which has been opened, or the seal broken, or the contents of which have been partially removed. It shall be unlawful for the owner of any private motor vehicle or the driver, if the owner is not then present in or on the motor vehicle, to keep or allow to be kept in a motor vehicle when such vehicle is upon the public highway or in an area used principally for public parking any bottle or receptacle containing alcoholic beverages which have been opened, or the seal broken, or the contents of which have been partially removed, except when such bottle or receptacle is kept in the trunk of the motor vehicle when such vehicle is equipped with a trunk, or kept in some other area of the vehicle not normally occupied by the driver or passengers, if the motor vehicle is not equipped with a trunk. A utility compartment or glove compartment shall be deemed to be within the area occupied by the driver and passengers. This section does not prohibit the consumption or possession of alcoholic beverages in a house car, as defined in Section 39-01-01, of the North Dakota Century Code, if the consumption or possession occurs in the area of the house car used as sleeping or living quarters and that area is separated from the driving compartment by a solid partition, door, curtain or some similar means of separation; however, consumption is not authorized while the house car is in motion. Any person violating the provisions of this section must be assessed a fee of Fifty Dollars (\$50); however, the licensing authority shall not record the violation against person's driving record unless the person was the driver of the motor vehicle at the time that the violation occurred.
2. Subsection 1 does not apply to a public conveyance that has been commercially chartered for group use, any passenger for compensation in a for-hire motor vehicle, or a privately owned motor vehicle operated by a person in the course of that person's usual employment transporting passengers at the employer's direction. This subsection does not authorize possession or consumption of an alcoholic beverage by the operator of any motor vehicle described in this subsection while upon a public highway or in an area used principally for public parking.
3. The driver of a multipassenger bicycle may not:
 - a. Drink or consume alcoholic beverages, as defined in section 5-01-01, NDCC, while operating the multipassenger bicycle on any public street, road, path, or highway or while in an area used principally for parking; or
 - b. Have in the driver's possession on the driver's person while operating the multipassenger bicycle on a public street, road, path, or highway or while in an area used principally for parking, any bottle or receptacle containing

any alcoholic beverage which has been opened, or the seal broken, or the contents of which have been partially removed.

(Source: North Dakota Cent. Code § 39-08-18)

SECTION 7. Section 13-0703 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

13-0703. ONE-WAY STREETS AND ALLEYS.

1. Upon one-way streets and alleys, vehicular traffic shall move only in the indicated direction when signs indicating the direction of traffic are erected and maintained.
2. A vehicle passing around a rotary traffic island must be driving only to the right of such island.
3. After a vehicle enters a rotary traffic island, the vehicle may not exit from any position within the rotary traffic island without first giving a signal of intention to exit the rotary traffic island.

SECTION 8. Section 13-0811 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

13-0811. ABANDONED MOTOR VEHICLES.

1. As used in this section, unless the context or subject matter otherwise requires:
 - a. “Abandoned motor vehicle” means a motor vehicle, as defined in section 39-01-01, North Dakota Cent. Code, that has remained for a period of more than forty-eight (48) hours on public property illegally or lacking ~~vital component~~ parts that are essential to the mechanical functioning of the vehicle, including the motor, drive train, or wheels, or has remained for a period of more than forty-eight (48) hours on private property without consent of the person in control of such property or in an inoperable condition such that it has no substantial potential further use consistent with its usual functions unless it is kept in an enclosed garage or storage building. It also means a motor vehicle voluntarily surrendered by its owner to a ~~person duly licensed under section 39-26-10, North Dakota Cent. Code~~ permitted scrap iron processor. An antique automobile, as defined in Section 39-04-10.4, North Dakota Cent. Code, and other motor vehicles to include parts car and special interest vehicles, may not be considered an abandoned motor vehicle within the meaning of this chapter.
 - b. “Collector” means the owner of one or more special interest vehicles who collects, purchases, acquires, trades, or disposes of special interest vehicles

or parts thereof for the person's own use in order to restore, preserve, and maintain a special interest vehicle or antique vehicle.

- c. "Department" means the state department of health.
 - d. "Parts car" means a motor vehicle generally in nonoperable condition which is owned by the collector to furnish parts to restore, preserve, and maintain a special interest vehicle or antique vehicle.
 - e. "Permitted scrap iron processor" means a scrap iron processor holding a valid permit issued by the department under chapter 23.1-08 of the North Dakota Century Code.
 - f. "Scrap tire" means a tire that is no longer suitable for its original intended purpose because of wear, damage, or defect.
 - eg. "Special interest vehicle" means a motor vehicle which is at least twenty (20) years old and which has not been altered or modified from original manufacturer's specifications and, because of its historic interest, is being preserved by hobbyists.
 - fh. "Unit of government" includes a state department or agency, a county, city, township, or other political subdivision.
 - ~~g. "Vital component parts" means those parts of a motor vehicle that are essential to the mechanical functioning of the vehicle, including, but not limited to, the motor, drive train, and wheels.~~
- 2. Any person who abandons a motor vehicle on any public or private property, without the consent of the person in control of such property is guilty of a class A misdemeanor.
 - 3. The City of West Fargo Police Department may take into custody and impound any abandoned motor vehicle.

SECTION 9. Section 13-1017 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

13-1017. USE OF SAFETY BELTS REQUIRED IN CERTAIN MOTOR VEHICLES.

- 1. ~~Subject to the limitations of this section and Section 39-21-41.5 of the North Dakota Century Code, a~~ driver may not operate upon a highway a motor vehicle designed for carrying fewer than eleven passengers, which was originally manufactured with safety belts unless each ~~front seat~~ occupant is wearing a properly adjusted and fastened safety belt. This section does not apply to a child in a child restraint or seatbelt; to drivers of implements of husbandry; to operators of farm vehicles; to rural mail carriers while on duty delivering mail; to an occupant with a medical or

physically disabling condition that prevents appropriate restraint in a safety belt, if a qualified physician states in a signed writing the nature of the condition and the reason restraint is inappropriate; or when all ~~front seat~~-safety belts are in use by other occupants. A physician who, in good faith, provides a statement that restraint would be inappropriate is not subject to civil liability.

2. ~~A peace officer may not issue a citation for a violation of this section unless the officer lawfully stopped or detained the driver of the motor vehicle for another violation.~~

(Source: North Dakota Cent. Code §§ 39-21-41.4 and -41.5)

SECTION 10. Section 13-1018 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

13-1018. DRIVING ON ROAD CLOSED BECAUSE OF HAZARDOUS CONDITIONS PROHIBITED.

1. Law enforcement having jurisdiction over a road may close a road temporarily due to hazardous conditions for the protection and safety of the public. If such a closing is made, the authority making the closing shall make every reasonable attempt to notify the public and, when practical, may post appropriate official traffic control devices to advise motorists of the closing.
2. The Chief of Police, or other authorized law enforcement official, may declare a “state of emergency” and order no travel temporarily due to hazardous conditions for the protection and safety of the public.
3. If a road closure under this section has been announced to the public, An individual, ~~while operating a motor vehicle, may not knowingly enter a road closed which is posted with an appropriate traffic control device at the point of entry~~ may not drive on the road. The penalty for such violation shall be a fee of two hundred fifty dollars (\$250).

SECTION 11. Section 13-1506 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

13-1506. WINDSHIELDS MUST BE UNOBSTRUCTED AND EQUIPPED WITH WIPERS - TINTED WINDOWS.

1. A motor vehicle must be equipped with a windshield. No person shall drive a motor vehicle with any sign, poster, frost, condensation, or other nontransparent material upon or in place of the front windshield, side wings, side or rear windows of such motor vehicle, other than a certificate or other paper required to be so displayed by law.

2. The windshield on every motor vehicle shall be equipped with a device for cleaning rain, snow or other moisture from the windshield, which device shall be so constructed as to be controlled or operated by the driver of the vehicle.
3. Every windshield wiper upon a motor vehicle must be maintained in good working order.
4. An individual may not operate a motor vehicle with any object, material, or tinting displayed, affixed, or applied on the front windshield or any window unless the object, material, or tinting in conjunction with the windshield upon which it is displayed, affixed, or applied has a light transmittance of at least seventy percent or the object, material, or tinting in conjunction with a window other than the windshield upon which it is displayed, affixed, or applied has a light transmittance of at least fifty percent. This subsection does not apply to windows behind the operator if the motor vehicle is equipped with outside mirrors on both sides that meet the requirements of Section 13-1505.
5. Subsection 4 does not apply to nonreflective sunscreening or window tinting material above the AS-1 line or within the top five inches (12.7 centimeters) of the windshield.
6. A windshield may not be shattered or in such a defective condition that the windshield materially impairs or obstructs the driver's clear view.

(Source: North Dakota Cent. Code § 39-21-39 and 39-21-39.1)

SECTION 12. Section 13-1813 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby amended and reenacted as follows:

13-1813. RIDING ON SIDEWALKS.

1. No person shall ride a bicycle upon a sidewalk within a business district;
2. No person 12 or more years of age shall ride any bicycle upon any sidewalk in any district, except those persons engaged in delivering newspapers and except those persons who are riding with a child under 12 years of age for the purpose of supervision and guidance may ride their bicycle upon a sidewalk outside the business district during working hours only in order to complete delivery of their newspapers;
3. No person shall ride a bicycle upon a sidewalk which is within or part of an underpass;
4. Whenever any person is riding a bicycle upon a sidewalk, such person shall yield the right-of-way to any pedestrian and shall give audible signal before over-taking and passing such pedestrian;

5. Unless otherwise allowed by law, no person may operate a multipassenger bicycle on any bicycle path or multi-use path.

SECTION 13. Section 13-1819 of the Revised Ordinances of 1990 of the City of West Fargo, North Dakota, is hereby created and enacted as follows:

13-1819. BICYCLING OR RIDING AN ANIMAL WHILE UNDER THE INFLUENCE OF ALCOHOL OR DRUGS - PENALTY. An individual operating a bicycle or riding an animal on a roadway, or an area the public has access to, may not be under the influence of alcohol or any drug to a degree which renders the individual a hazard to themselves or the general public. An individual who violates this section must be assessed a fee of two hundred dollars.

SECTION 14. Effective Date. This ordinance shall be in full force and effect from and after the date of its final passage and publication.

President of Board of City Commissioners
of the City of West Fargo, North Dakota

ATTEST:

City Auditor

Date of First Reading:

Date of Second Reading:

Date of Publication: